

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
DETAINEE COMMISSARY SERVICES**

RFP #02-25MAY16 – DETAINEE COMMISSARY SERVICES
Release Date: April 25th, 2016

Pre-Proposal Conference
May 10th, 2016 – 10:30 A.M. Central Time

Submittal Deadline:
May 25th, 2016
not later than 1:30 p.m. Central Time

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, Missouri 65201

Jacob Garrett, Buyer
Phone: (573) 886-4393 Fax: (573) 886-4390
E-mail: JGarrett@boonecountymo.org



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 02-25MAY16 – Detainee Commissary Services

Sealed proposals will be accepted until **1:30 p.m. on Wednesday, May 25, 2016** in the Boone County Purchasing Office, Boone County Annex Building, Room 109, 613 E. Ash Street, Columbia, MO 65201.

A Pre-Proposal Conference is scheduled for May 10th, 2016 at 10:30 a.m. located at the Boone County Sheriff Department.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4393; fax (573) 886-4390, e-mail: JGarrett@boonecountymo.org, or from our web page at <http://www.showmeboone.com>.

Jacob Garrett
Buyer

Insertion: Friday, April 25nd, 2016
COLUMBIA MISSOURIAN



1. INTRUCTIONS AND GENERAL CONDITIONS

1.1 **Delivery of Proposals:** Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 1:30 p.m.**, Central Time, on Wednesday, May 25, 2016 to:

Boone County Purchasing Department
Jacob Garrett, Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 1:30 p.m. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, one (1) electronic copy, and six (6) copies of the proposal (total of eight). Proposals will be opened publicly at 1:30 p.m. on May 25, 2016 but only names of Offerors will be read aloud. All proposal responses will be considered public information and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person or firm who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

- 2.1.1 This document constitutes a request for sealed proposals for an **Detainee Commissary Services** as set forth herein.
- 2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:
- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Proposal Submission Information
 - 5) Response/Pricing Page

2.2. Guideline for Written Questions:

- 2.2.1 All questions regarding this Request for Proposal shall be submitted in writing, **prior to the proposal opening** and no later than **5:00 p.m., Wednesday, May 18th, 2016**. All questions must be mailed, faxed or e-mailed to the attention of Jacob Garrett, Buyer. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bids). Submit questions to:

- a. Jacob Garrett, Buyer
Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, Missouri 65201
Phone: (573) 886-4393
Fax: (573) 886-4390
E-mail: JGarrett@boonecountymo.org

- 2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addendum will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

2.3 Pre-Proposal Conference

- 2.3.2 The purpose of a pre-proposal conference is to answer any questions, clarify ambiguities, and respond to general issues in order to establish a common basis for understanding all of the proposal requirements.
- 2.3.3 The Pre-Proposal Conference will be held at the Boone County Sheriff Department located at 2121 County Dr. Columbia, MO 65202.
- 2.4. **Timeline:** The County anticipates a contract award following evaluation of the proposal responses within **60 days from the RFP opening date and completion of installation and training within 60 days from award of contract**. These dates are provided for informational purpose and may change as requirements dictate. Please provide a realistic timeframe that you can provide installation and training following award of contract.
- 2.5. **Sunshine Laws:** Due to applicable sunshine laws and regulations concerning public documents, the County's proposal file becomes part of public record at time of contract execution or when all proposals have been rejected.
- 2.6. **Schedule** – Listed below are specific dates and times of actions related to this RFP. Actions with specific dates and/or times must be completed as indicated unless changed by Boone County. With the exception of the anticipated contract start date, in the event that Boone County finds it necessary to change any of the specific dates and/or times in the schedule listed below, it will do so by issuing an addendum which will be posted on our website at www.showmeboone.com

RFP Released: April 25, 2016

Pre-Proposal Conference: May 10, 2016 at 10:30 A.M. – C.T.

Contractor Questions Due: May 18, 2016 – 5:00 P.M.

Addendum with Answers to Questions Issued: May 19, 2016

RFP Response Due: May 25, 2016

RFP Public Opening: May 25, 2016



3. SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as the *County*, seeks a qualified firm to provide for the furnishing of goods and services for commissary, trust fund accounting, a optional vending service, delivery and installation of hardware and software for **Detainee Commissary Services** at the Boone County Jail Facility located at the Boone County Sheriff Department, 2121 County Drive, Columbia, Missouri 65202.

3.2. Background Information:

3.1.1. Background

- 3.1.1.1. The Sheriff may establish and operate a canteen or commissary in the County jail for use by the Detainees (Missouri State Statute 221.102).
- 3.1.1.2. The current provider of commissary services utilized at the Boone County Jail Facility (hereafter referred to as Facility) is with Keefe. We do not have a contract at this time.
- 3.1.1.3. We currently receive a 15% commission rate on items sold through the commissary.
- 3.1.1.4. Revenue received in 2014 was \$14,861.71. - Revenue received in 2015 was \$15,164.59
- 3.1.1.5. The County currently is not using kiosks but desires that outcome from award of this contract.
- 3.1.1.6. The facility has a maximum of 210 beds and the average Detainee population is 190.
- 3.1.1.7. There are four housing buildings at the Facility and 19 housing units.
- 3.1.1.8. There are currently three vending areas on the Boone County Sheriff's Department campus. One is located in the main building employee break room housing a snack machine and beverage machine. A second beverage machine is located outside the jail entrance for public use. The third vending area is located in the Annex building housing a snack and beverage machine in the kitchen area for employees with some public use.

3.1.2. Goals

- 3.1.2.1. The County's goal is to enter into an agreement with a Contractor that will provide goods and services that meet or exceed state mandates for Detainee commissary and Detainee trust accounting services, a optional vending machine service, while providing technical support and customer service throughout the term of the contract.
- 3.1.2.2. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at:
<http://www.showmeboone.com>.

3.1.3. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.2. Contractor Qualifications:

3.2.1. Contractor must have at least three (3) years of experience operating Detainee commissary services and trust accounting systems.

3.2.2. Contractor must have at least three (3) years of experience operating in large scale detention facilities with a comparable prison population.

3.2.3. Contractor must have at least three (3) years of experience providing 24 hours per day, 365 days per year technical support for its users.

3.3. Costs

3.3.1. The proposal response shall include all cost for supplies, materials, equipment, labor and expenses necessary to perform the work.

3.3.2. The proposal response shall not include applicable state sales tax.

3.3.3. The resulting contract shall be either a rate setting contract or a rate setting contract with a threshold price to be determined.

3.4. General Requirements:

Any item not specifically mentioned but necessary for the delivery and operation of the proposed commissary services shall be included in the proposal response. These specifications and requirements should be in sufficient detail to secure proposals on comparable services. The contractor shall provide Services as follows:

3.4.1. The Contractor must provide Detainee commissary services in 19 housing units, one visitation kiosk, and one booking and release station with at least 22 kiosks.

3.4.2. The Service must include the provision of an accounting system to track Detainee deposits and expenditures as described in this RFP.

3.4.3. The system shall provide all of the functions necessary to operate and control all features and related accessories. The contractor shall make every effort to provide a system that shall be sufficiently flexible to meet the requirements of the user.

3.4.4. Items to be sold to Detainees via commissary services include but are not limited to snacks, beverages, hygiene items, greeting cards, and writing supplies.

3.4.5. The items to be offered must be approved by the Sheriff Administrator or designee.

3.4.6. All fees charged to the County, Detainees, or other users must be disclosed by the Contractor, this includes, but is not limited to, transaction fees, convenience fees, late charges, or any other fee derived from the County or Detainees using any goods or service provided as part of this contract.

3.4.7. The Contractor must meet the following requirements related to commissary ordering:

3.4.7.1. Orders must be filled out by Detainees through the electronic forms on kiosks provided in the housing units, visitation kiosk, booking station and release station. Order forms are to be electronically processed and funds immediately electronically deducted from the Detainee's trust account. The

Detainee must be given immediate notice of remaining trust account balance.

- 3.4.7.2. Individual Detainee orders must be delivered in individually labeled and sealed bags. There must be two (2) copies of the order receipt within the bag. Receipts must contain the following information:
 - i. Detainee name and identification number
 - ii. Detainee pod and cell number
 - iii. Items and quantities ordered
 - iv. Prices per item and total dollar amount of the order.
- 3.5. Food and beverages products offered must be nationally known brand quality and approved by the Sheriff Administrator or designee.
- 3.6. Prior to the commencement of Services, the successful Contractor and the Sheriff administrator or designee must meet and agree on the commissary service schedule and on items to be carried on the commissary list. After the initial approval, no new items shall be offered without the written permission of the Sheriff Administrator or designee.
- 3.7. The specific items to be offered for purchase and the pricing for each are set by the Contractor with approval of the Sheriff Administrator or designee. Items and pricing must be approved for the Detainee population being served.
- 3.8. **Post Award Pricing**
 - 3.8.1. Pricing will not change during the first twelve (12) months after the commencement date of the contract. After the initial twelve (12) months, and annually thereafter on the anniversary of the contract, a price change request may be submitted to the County. All price change request, must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented marker justification. Price changes will only be granted with written approval from the County. Price adjustments requested by the Contractor for commissary products must be approved by the Sheriff Administrator or designee. Any adjustments must be negotiated on an annual basis between the Contractor and Sheriff Administrator or designee except postage stamps.
- 3.9. On an annual basis, the Contractor must compile and provide to the County a list of all items available for purchase by Detainees including name, description, price, and a photograph of the actual item. This list shall be updated and redistributed after any change to the list.
- 3.10. No products shall contain alcohol or jalapenos peppers (except when peppers or pepper flavoring is used in dehydrated foods or snack foods.)
- 3.11. Food items must be wrapped/package and dated for individual consumption. All dated items must be removed from stock when the expiration date has passed. If an expired food item remains available to Detainees or is delivered past the expiration date in error, the Contractor will be required to replace the item(s) with fresh stock within 24 hour of notification at no additional expense to the County or Detainees. If expired item(s) are not replaced within the 24-hour time frame, the Detainee's account is to be credited the full amount of the expired item(s). Recurring delivery of products that are past the expiration date will be cause for termination of contract.

- 3.12. Inventory must be kept at a level to prevent backorders. The contractor must provide a method of handling restocking and repayment of returned orders for those that were ordered by a Detainee who was released prior to receiving their order.
- 3.13. Each housing unit shall contain at least one (1) commissary ordering kiosk. The Contractor shall have the ability to install multiple ordering kiosks within each housing unit. The amount of kiosks in each unit will be determined by the Sheriff Administrator or designee.
- 3.14. Contractor is responsible for integration with County Detainee telephone provider allowing Detainee commissary funds to be used for the purchase of Detainee phone time. Contractor is responsible for providing mechanism for the purchase and refund of Detainee phone time. The transaction shall be allowed through the Detainee phone and commissary kiosk, this shall be an automated process. The transaction shall require the Detainee to use a personal identification number. The integration shall be at no cost the County.
- 3.15. The Contractor shall not charge the County for any transaction relating to the purchase of phone cards or phone use time by Detainees. A RFP will be released at a later date for Inmate Telephone System.
- 3.16. **Commissary Ordering Kiosk Requirements** – The Detainee Commissary Ordering kiosk must:
 - 3.16.1. Be navigable via touch screen with no external peripheral devices.
 - 3.16.2. Be housed within a secure housing that is durable, tamper resistant, and can stand up to a correctional environment.
 - 3.16.3. Have the option for all text displayed on the kiosk screens to be displayed in multiple languages, including, but not limited to, English and Spanish with ability to add other languages in the future.
 - 3.16.4. Require users to enter an individual password or personal identification number that can be set or reset by the Sheriff Administrator or designee to prevent fraudulent use.
 - 3.16.5. Have the option to require the Detainee to accept a customized statement or policy before using other features and require users to accept the statement or policy again if their account is active longer than a set period of time to be determined by the Sheriff Administrator or designee. This acceptance must be logged and reported in a searchable document to track Detainees who did or did not accept the statement.
 - 3.16.6. Have the option for Detainees to complete a required admission medical screening questionnaire that can be securely stored, viewed, and printed by the Sheriff Department staff as well as healthcare staff in compliance with HIPAA and other state and federal law, if applicable. The form must be customizable as required by the Boone County Sheriff administrator or designee.
 - 3.16.7. Have the option to allow the Detainee to read customized documents and announcements such as the Detainee rulebook, or other polices and procedures as required by the Sheriff Administrator or designee.
 - 3.16.8. Have the option for Detainees to view customized video or other documents related to Detainee orientation as required by the Sheriff Administrator or designee.

3.17. Onsite Vending Requirements - The Contractor must provide new onsite vending equipment that meet the following requirements:

- 3.17.1. Be furnished by the Contractor along with a current user manual available for all equipment.
- 3.17.2. Be new, clean, and regularly maintained.
- 3.17.3. Be able to accept cash or credit card.

3.18. Vending Equipment Stocking Requirements

- 3.18.1. The contractor must provide staff to complete the following requirements:
- 3.18.2. Service and filling of vending machines must be between the hours of 7:00 A.M. – 4:00 P.M. or as determined by the Sheriff Department administrator or designee.
- 3.18.3. Vending machines must be filled at a minimum of two (2) times per week or as determined by the Sheriff Department administrator or designee.
- 3.18.4. In the event there is a heavy usage, the Sheriff Department administrator or designee will be able to ask for service on short notice.
- 3.18.5. The Sheriff Department or designee shall approve the list of items to be stocked in all vending machines.

3.19. Staff Vending Requirements

- 3.19.1. In addition to commissary for inmates, there are three (3) areas each with a separate beverage and snack machine in locations meant for employee, volunteer, and visitor use.
- 3.19.2. These vending machines must include a wider array of popular and nationally-known brand items including:
 - 3.19.2.1. Convenience items that can be prepared in a microwave oven such as pizza, soup, macaroni, etc.
 - 3.19.2.2. Health items such as granola bars, protein bars, fiber bars, etc.
 - 3.19.2.3. Beverages to include health drinks, tea, water, brand beverage sodas, sports drinks, etc.
 - 3.19.2.4. Vending machines meant strictly for employee, volunteer or visitor use must allow for the user to pay with a debit or credit card in addition to cash or coin.

3.20. Booking Deposit and Accounting Kiosk Requirements - The booking kiosk must:

- 3.20.1. Include a cash deposit lockbox with a capacity of at least one thousand (1,000) deposited bills.
- 3.20.2. Provide an online money count option to assist in the counting of each cash lockbox at shift change.
- 3.20.3. Provide a coin counting machine that either auto-populates the counted total to the trust fund accounting system software and/or prints a receipt for staff to account for the counted coins.
- 3.20.4. Have the ability to reconcile money from Detainee accounts and cash lockboxes.

3.21. Trust Fund Accounting System Requirements

- 3.21.1. The system must at a minimum, track the following information:
 - i. Account number/Detainee identification number/booking number.
 - ii. Detainee status (i.e. pretrial, sentence, Immigration and Customs Enforcement, Federal Bureau of Prisons, Missouri Department of Corrections, etc.)
 - iii. Detainee name
 - iv. Detainee birth date
 - v. Deposit amounts
 - vi. Withdrawals (i.e. checks, cash, and bail withdrawals)
 - vii. Fees (i.e. booking fees or phone time.)
 - viii. Voids – need to accommodate positive pay system
 - ix. Credits
 - x. Comments – to appear on an account history print out
 - xi. Transaction dates and times
 - xii. Name/badge number of the employee entering the transaction
 - xiii. Purchase limits and transfer restrictions
- 3.21.2. Each voided check, card, or record must have the option for the users to electronically comment or describe the reason for the void.
- 3.21.3. Have the capability to cancel a check or card that has been issued, but not cashed or used.
- 3.21.4. Require a personal user ID and password for each user to the system and change information as necessary.
- 3.21.5. Have a method for generating deposit and withdrawal receipts. A receipt shall be generated for each deposit transaction and Boone County employees must have the ability to also print a receipt from a personal computer.
- 3.21.6. Include one (1) visitor lobby kiosk for depositing cash funds that generates a receipt at the visitor lobby kiosk that includes the following information.
 - i. Detainee’s full name
 - ii. Amount of deposit
 - iii. Date/Time
- 3.21.7. Deposits made are to be without any convenience or transaction fee charged to the user or County.
- 3.21.8. Include one (1) booking kiosk that will generate a receipt that includes the following information:
 - i. Detainee’s full name
 - ii. Detainee identification number
 - iii. Amount of deposit
 - iv. Date of deposit
 - v. Transaction number
 - vi. Account balance
- 3.21.9. Provide a method for tracking Detainees who are indebted to the County. The System must allow for collected funds to be applied to debts automatically either by priority, percentage, or both as defined by the Sheriff Administrator or designee.
- 3.21.10. Allow for payment of any debts such as booking fees after the Detainee is released.
- 3.21.11. Include a check printing function, at least two (2) check printers, and appropriate software that is compatible with the County’s banking system to

allow issuance of checks, including checks to Detainees, the Sheriffs Office, and to outside entities.

- 3.21.12. The County will provide the paper for the receipts, and the check stock.
- 3.21.13. Provide Automatic Check Reconciliation which includes:
 - i. A list of deposits
 - ii. Ability to reconcile deposits processed by the bank
 - iii. Module tracking of each check written or card issued.
 - iv. Provide a daily list of all outstanding checks or debit cards at any given time including balances and account numbers.
- 3.21.14. Ability to process miscellaneous bank charges
- 3.21.15. Interface to allow a designated user to enter a statement balance, cleared checks, deposits, debit cards, and adjustments to close the software bank account at the end of an indicated time period.
- 3.21.16. Provide a Positive Pay capability in which a file is extracted from the software, listing checks issued for a certain time period and converted to a specific type of file which notifies the bank of the checks issued to prevent security issues. The file must comply with current financial institution Positive Pay functions.
- 3.21.17. Automatically switch a Detainee to indigent status when the Detainee has less than \$0.49 in the Detainee's account for seven (7) days then automatically switch the Detainee from indigent status when funds are deposited in a Detainee's account.
- 3.21.18. Apply an allocation rule as to the number of Indigent items a Detainee can receive during a given time period.
- 3.21.19. Allow users to create checks or debit cards for Detainees being transferred or released from the facility.

3.22. Fraud Prevention and Security Requirements - The proposed vending, commissary, and inmate trust accounting system:

- 3.22.1. Must have safeguards to prevent fraud or other crimes related to unauthorized or malicious use of the system.
- 3.22.2. Must have the ability to be programmed for auto shut-off at times designated by the County.
- 3.22.3. Must allow County staff to manually shut down the system facility-wide or within individual housing units. This includes the ability to shut down individual vending and kiosk without shutting down the entire facility-wide system.
- 3.22.4. Shall be password protected to permit only appropriate facility personnel access to the system.
- 3.22.5. Must allow for a discipline function that allows features to be turned off and on for individual Detainees or housing units.

3.23. System Training

- 3.23.1. The contractor shall provide on-site "Train the Trainer" training sessions for employees on the use of the kiosks and Detainee trust accounting system. This training will at minimum include use of the kiosks, creating and managing accounts, depositing funds, withdrawing funds, creating checks and debit cards, and generating reports. The Contractor shall provide ongoing

training in the event of a significant software or hardware update as deemed necessary by the County. This will be at no cost to the County.

3.24. Software

- 3.24.1. The contractor shall meet the following requirements for software and interfacing:
- 3.24.2. Contractor shall provide, install, maintain, and update the software for the Detainee Trust Accounting System on all computers required.
- 3.24.3. The Trust Accounting Software shall allow the option for integration with an Automated Information System via telephone or internet to allow members of the public to deposit funds to a Detainee account.

3.25. Technical Environment and Requirements - The Contractor shall meet the following technical environment specifications and requirements:

- 3.25.1. The contractor's equipment and hardware/software must comply with the County's Information Services network configuration. If the Contractor's hardware/software is not compatible with the County's system, it will be the responsibility of the Contractor to convert their equipment and hardware/software and assume any related costs.
- 3.25.2. In order to facilitate comparisons of equipment and software that may not be familiar to County personnel, Contractors must include in their proposal all specifications, literature and operating manuals for the proposed system and/or components.
- 3.25.3. All account files, data and/or any other documentation created, generated and/or produced for the purpose of the resulting agreement will remain the property of the County. Detainee account services data is owned by the County and must be left in usable format for the County upon termination of contract. Contractors shall include with their proposal response a description of the approach for providing the required data to the County upon termination of contract. Offerors should include a detailed description of the features of the account management system to be used and any other software components included with the services included with the proposal.
- 3.25.4. The County requires, for the life of the contract a parts, service, and labor warranty beginning upon acceptance by the County that the Contractor's commissary and trust accounting system will operate in accordance with the provisions of the resulting agreement and the commissary and trust accounting system documentation.
- 3.25.5. The Contractor must warrant that its commissary system will not infringe any United States patent or copyright or violate any third party trade secret and will indemnify and defend the County against an award of damage and cost made against the Contractor by a final judgment of a court of competent jurisdiction.
- 3.25.6. At a future date, the County will phase out the current Jail Management System (JMS) and replace it with an upgraded Jail Management System. In that event, the Contractor shall work with the County and any related JMS software contractor to ensure that the upgraded software will interface with the Contractor's software and hardware. The Contractor should develop electronic interface software to process and receive information into the

proposed commissary system including, but not limited to, Detainee identification, demographics, housing location, admission data and other information required to maintain accounts. The interface should have the capability to exchange information on an ongoing basis as account information changes or Detainee information is updated. All cost associated with the development and upkeep of the software interface will be the responsibility of the Contractor. Contractor shall include with their proposal response a description of the approach to be utilized to accomplish the development and implementation of the interface with an upgraded JMS.

- 3.25.7. The proposed equipment and system shall be scalable to meet the County's growing needs.
- 3.25.8. Disclose, with percentages clearly shown, what work is or will be subcontracted, and what work is or will be performed by the Contractor's employees.
- 3.25.9. Detail equipment installation charges, if any.
- 3.25.10. Current Technical Environment Specifications:
 - i. AS-400 platform
 - ii. HTE Sungard
 - iii. JALAN and CHIEFS

3.26. Future Technology Options

- 3.26.1. Contractor shall keep the Sheriff administrator or designee apprised of any technology trends or innovations available for use in the Boone County Jail. The County shall have the option of adding new technology options or functionality with the consent of the Sheriff administrator or designee and a signed amendment to the resulting agreement between the County and Contractor.

3.27. Project Phases

- 3.27.1. Installation shall be performed by the Contractor, at no cost to the County. The Contractor shall arrange and be responsible for all facilities and systems necessary to interface the Detainee commissary services with all necessary equipment and systems.
- 3.27.2. In order to ensure an understanding of the system requirements, a qualified technical representative of the Contractor should conduct an on-site visit to ensure that all required functions shall be present and properly configured in the proposed system. To arrange a site visit, please contact Captain Keith Hoskins at (573) 875-1111 (extension 6255) or Captain Gary German at (573) 875-1111 (extension 6201) at the Boone County Sheriff Department.
- 3.27.3. The Contractor must attach a Proposed Scope of Services, a List of Deliverables and a proposed Project Schedule/Work Plan that meets the following format. The phases may occur simultaneously.

3.28. Phase I – Planning of Project

Within seven (7) days after execution of the Agreement with the County, the Contractor will organize and hold a Kick-Off Meeting. The Contractor will provide a high level Project Schedule/Work Plan with key task, dates, milestones, deliverable descriptions and County and Contractor staffing requirements needed to ensure availability of the Services to existing users on or before the designated Go Live date for the Services to be implemented. Failure of the parties to reach an agreement on the Project Schedule/Work

Plan within a reasonable time after receipt by the County shall be grounds for the County to terminate the Agreement and select an alternate Contractor. Deliverables: Kick-Off Meeting, Project Schedule/Work Plan, Data Conversion Plan

3.29. Phase II – Design/Development

3.29.1. This Phase shall cover limited customization and development of the necessary software as well as data migration/conversion. Deliverables: Migration/conversion of data, a fully developed and configured software system ready for testing, test plan, training plans, implementation plans, operational/transitional support plans and functionally documentation. All deliverable identified herein shall be delivered to the County prior to testing.

3.30. Phase III – Deployment/Installation

3.30.1. The Contractor shall fully deploy the Services in the Boone County Jail. Deliverables: Successful deployment of the Services.

3.31. Phase IV – Training

3.31.1. The Contractor must provide user training as described in this RFP. All training courses provided by the Contractor must be taught by professional trainers. Deliverable: System administrators training, train the trainer training, and training manuals.

3.32. Phase V – Acceptance

3.32.1. Deliverables: Completely developed, configured operational system installed in a established detention environment; testing defect report with all defects showing fixed, passed and accepted by the County; updates to System functionally documentation. The County will pay the Contractor for services and related Deliverable(s) up to the agreed upon maximum amount for each Deliverable. Costs will be referenced in the resulting agreement. All Deliverables identified in the resulting agreement will be subject to the following Deliverables Acceptance Process: When a Deliverable is submitted for review and acceptance, the County has thirty (30) days to review the Deliverable and provide written notice to the Contractor if acceptance or any defects of deficiencies in the Deliverable. The County may reject a Deliverable that does not meet the requirements of the resulting agreement. Written acceptance will be provided to the Contractor in the form of a Notice of Acceptance. The Contractor shall have a period of five (5) business days to correct the deficiency. If the Contractor fails to correct the deficiency within the time period, the County may treat the failure as “cause” which could terminate the resulting agreement. Partial or incomplete Deliverable submitted for review will not be considered by the County unless the partial or incomplete submission has been requested by the County. Submission of the partial or incomplete Deliverable at the County’s request will in no way relieve the Contractor of it’s obligations under the resulting agreement. The County has no obligation to pay the Contractor for partial or incomplete Deliverables. Upon Acceptance of a Deliverable, the Contractor may invoice the County for the actual cost or the maximum not to exceed sum, whichever is less.

3.32.2. The County will notify the Contractor of any defects or deficiencies identified during the Testing Period and the Contractor will correct the defects and deficiencies or present a plan acceptable to the County that addresses the deficiencies in a time period agreed by the parties.

- 3.32.3. Upon resolution of all defects and deficiencies identified during the Testing Period, completion of training, and receipt of training and System materials and documentation, the County will provide written acceptance to the Contractor.
- 3.32.4. **Deliverables:** Completely developed and configured Systems installed in a test environment; testing defects report with all defects showing fixed, passed and accepted by the County; updates to System functionality documentation.
- 3.33. **Contractor Employee Screening and Security** - The Contractor shall comply with the following screening and security requirements:
 - 3.33.1. Boone County requires all employees of all Contractors be subjected to a fingerprint based Criminal Background Check. The Background Check for all Contractors' employees will be administered by the Boone County Sheriff Department. This portion is to be coordinated with the Boone County Sheriff Department. Each Contractor MUST provide pedigree information for all employees. Also, ID badges may be issued as needed by the Boone County Sheriff Department. Process will be explained at the pre-response conference.
 - 3.33.2. Any subcontractors, if authorized by the Boone County Sheriff Department administrator or designee, must also pass a background check as described in 3.34.1.
 - 3.33.3. The Boone County Sheriff Department administrator or designee shall have the sole right, at any time, to reject any such employee who it determines, in its sole discretion, poses a risk or potential risk to the security or operations of the Boone County Jail or Sheriff Department.
- 3.34. **Service Agreement** - The County requires customer service and technical support service from the Contractor including:
 - 3.34.1. Technical support service on a 24 hour, 365 days per year basis for all critical and non-critical system failures.
 - 3.34.2. System Failures are defined as:
 - 3.34.2.1. Critical system failure is a loss of connection to the Contractor's network, a facility-wide outage of vending machines or ordering kiosks, or the usage of the booking kiosk or any other malfunction that prevents users from using the kiosk or software as intended to communicate, manage orders, manage accounts, or deposit or withdraw funds.
 - 3.34.2.2. Non-critical system failure is a malfunction or failure of an individual vending machine or ordering kiosks that does not affect the other kiosk within the facility.
 - 3.34.3. A method to resolve critical system failures remotely within one (1) hour or employ a technician that can arrive at the facility within four (4) hours from the time the initial call or email to technical support is made.
 - 3.34.4. A method to resolve non-critical system failures within twenty-four (24) hours from the time the initial call or email to technical support is made.
 - 3.34.5. The technical support solution offered by the Contractor must be approved by the Boone County Sheriff Department administrator or designee. Should the solution offered by the Contractor be deemed unacceptable to the Sheriff Department administrator or designee, the Contractor must find another solution that is acceptable to the Sheriff Department administrator or designee. Failure of the Contractor to find an acceptable solution to a technical problem may be cause for termination of the contract.

- 3.34.6. Any temporary solution shall not be used for more than forty-eight (48) consecutive hours unless approved by the Sheriff Department administrator or designee.
 - 3.34.7. Routine System maintenance shall be conducted at times agreed to in advance by the parties and shall include but not limited to periodic inspections, tests and adjustments. System upgrades, including software upgrades should be provided free of charge to the County for the life of the contract.
 - 3.34.8. The Contractor must provide support staff contact information, hours of operations and after hours support procedures. Such information must be published and kept current.
 - 3.34.9. Failure by the Contractor to respond and resolve technical issues promptly and completely to the satisfaction of the County may be cause for termination of contract.
- 3.35. **Quality Control** - The Contractor shall comply with the following to ensure proper quality control of the goods and services provided by the Contractor:
- 3.35.1. The Contractor must agree to monthly meetings in-person or via conference call with the Sheriff Department administrator or designee to discuss the quality of service and to ensure that the Contract is meeting their contractual obligations.
 - 3.35.2. These meetings shall continue monthly for the first twelve (12) months and may be adjusted to quarterly meetings after the first twelve (12) months at the discretion of the Sheriff Department administrator or designee.
 - 3.35.3. Failure of the Contractor to participate in these meetings may be cause for termination of contract.
- 3.36. **Reports** - The contractor shall make available to the County a usage report (Microsoft Excel format) summarizing item usage and shall include at least the following information:
- A) Description of items purchased/item number.
 - B) Quantity purchased per item.
 - C) Frequency of purchase per item.
 - D) Individual cost per item.
 - E) Monthly total cost per item.
 - F) Year to date quantity per item.
 - G) Year to date total cost per item.
 - H) Revenue Reports
- 3.36.1. Contractor shall attach samples of their detailed and other standard reports.
 - 3.36.2. Offerors must comply with the provisions of the County's Evaluation of Offerors: Standard Term and Conditions. **(Attached)**
- 3.37. **Training**
- 3.37.1. Contractor shall provide on-site training to the County staff (20-25 individuals) for system administration, operation and reporting.
 - 3.37.2. The training shall be scheduled at the convenience of the County in order to minimize the impact on shift personnel and scheduling.
 - 3.37.3. All applicable manuals shall be provided. The operator's manual shall be clearly written and illustrated to instruct personnel in the proper use of all installed features. Drawings, photographs and/or screen captures should show the location of all operator controls. This manual shall be provided in addition to all other manuals furnished. Copies of any and all operator's manuals shall

be provided in advance of the installation, in order to provide personnel with the opportunity to become familiar with the system.

- 3.37.4. Describe training program; include description and any applicable documents.
- 3.37.5. The Contractor shall provide on-site “train the trainer” training sessions for employees on the use of the kiosks. This training will at a minimum include use of kiosk, creating and managing accounts, and generating reports.
- 3.37.6. The Contractor shall provide ongoing training in the event of a significant software or hardware update as deemed necessary by the County. This will be at no cost to the County.

3.38. General Contract/Agreement Terms and Conditions

3.38.1. Payment

- 3.38.2. No payment will be made until the invoice has been approved by the County.
- 3.38.3. Payment shall be a single payment 30 days from the statement date when all of the materials and/or services have been received in accordance with the provision of the resulting contract.
- 3.38.4. Invoices shall show applicable Missouri Sales tax of 7.6% non food items and 4.6% on food items.

3.39. Application for Payments

- 3.39.1. The Contractor shall submit one invoice upon completion of services.
- 3.39.2. Invoices for any goods and services not identified in this Agreement will be disallowed.
- 3.39.3. The Contractor must submit a weekly invoice and one monthly statement to the Sheriff Department.
- 3.39.4. Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

4. FEES, RATES & FACILITY COMMISSIONS

4.1. Fees, Rates & Commission

- 4.1.1. Offeror shall provide a rate table for all products offered.
- 4.1.2. The Contractor shall be responsible for any and all billing disputes, claims, or liabilities that may arise in regards to its provisions of this contract.
- 4.1.3. Under no circumstances will the commission rate be adjusted lower than the rate agreed to at contract award, nor will the County be obligated to renegotiate any portion of this contract as a result of an increase to the commission rate.

Commission Structure

- 4.1.4. What is the percentage of commission you will pay Boone County? Please provide on the Pricing / Response Form. Failure to state proposed commission percentage will result in rejection of proposal.
- 4.1.5. Explain in detail the method used to calculate revenue to the County (e.g. gross revenue, adjusted gross revenue, net revenue).
- 4.1.6. Method of reporting the calculations of the County’s commission payment.
 - a. Provide samples of proposed reports.
 - b. Is there a charge for customized reports?
 - c. If yes, provide amounts.
- 4.1.7. Describe collection procedures.

- a. The County will reserve the right to: audit collection procedures and commission computations and to terminate the contract if repeated inaccuracies in either procedures or computations are revealed.
 - b. What types of reports are available to Boone County to audit commission payments? Provide samples of reports.
 - c. Describe the procedure for handling uncollectible revenue. State whether this expense reduces County commission and, if so, specify in what manner.
- 4.1.8. Describe the procedure for billing.
- a. Describe your billing process and the specific individual who handles billing.
 - b. Will there be any handling fees charged to the County?
 - c. Are there any deductions from revenues?
- 4.1.9. The system must generate maximum financial return to County. In the event of a revenue dispute that cannot be resolved within 30 days, Contractor agrees to pay the cost of any necessary audit.

5. SPECIAL CONDITIONS

- 5.1. Offeror shall provide a list of customers for the past three years that have notified Offeror that there are additional commissions owed for any reason, provide names and addresses of the customers and provide status of the resolutions of these issues.
- 5.1.1. Offeror shall provide a list of customers that have experienced kiosk outages lasting longer than 24 hours for the past three years.
 - 5.1.2. Describe how you handle any Trust Fund Accounting disputes? How many disputes have you had within the past three years?
 - 5.1.3. Please detail any unusual incidents such as contract termination, ongoing or past civil or criminal litigation and issues being investigated for the past three years. How you are moving forward with fixing these issues?
- 5.2. **Contract Term:** The contract will be for a period of five (5) years. At the expiration of this contract, the County will have the option of continuing the commissary services with the Offeror's company at the same commission and rates for a period of two (2) additional years in one-year increments. Each optional year will require County's approval for renewal. (Please note, contract renewals are subject to appropriations being made available and budgeted for any calendar year). Following the 7th year of the contract, the contract will continue to renew at the same pricing on a month to month basis until 90 days written notice is given by either party.
- 5.3. **Termination of Contract:** The obligation to provide further service under the terms of the resulting agreement may be terminated by the County upon ninety (90) days written notice in the event of material breach by the Contractor to perform in accordance with the terms hereof, or any contract resulting from this RFP. In the event that the County chooses to discontinue this contract either by termination or not extending the contract, the Offeror warrants that it will remove all its equipment from the facilities without charge. Service and equipment will not be removed until another Contractor has been acquired. The removal of equipment and disconnecting of service process will occur during the implementation of the new system with minimal interruption of service to the County facility. It will be necessary that the incumbent Contractor cooperate with the new Contractor during the implementation of the new system.

- 5.4. The successful Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.
 - 5.5. **Damage and Repair Liability:** The County will have no liability to the Contractor for fraud, theft, vandalism/damage or loss of the Contractor's equipment inflicted by the Detainees or the public. All costs associated with the repair will be the responsibility of the Contractor.
 - 5.6. Contractor shall make repairs of kiosks at its expense. Contractor shall make all reasonable efforts to ensure that the kiosks are operational and repaired as quickly as possible. If the Contractor can't repair it within 48 hours the contractor will replace it with a new kiosk.
 - 5.7. **Installation/Disconnection:** The Contractor shall be responsible for all costs of installation or disconnection throughout the term of the contract. The Contractor shall furnish and install equipment, dedicated lines and any other item necessary to make this service functional. (Note: The incumbent Contractor will remove all equipment at contract termination from the County facilities without charge).
 - 5.8. In performing all services under the resulting contract agreement, the Contractor shall comply with all local, state and federal laws.
 - 5.9. Offerors shall provide a list of the hardware and wiring installation requirement specifications.
6. **Patents and Copyrights:** The Contractor will hold harmless the County, its officers, and employees against all claims that machines or software supplied infringe a U.S. patent or copyright. The Contractor further asserts that the equipment and software proposed do not infringe on any U.S. patent or copyright.
 - 6.1. Please describe all Patents your company holds or has developed. Please supply patent information for proposed equipment or software, where applicable to the Detainee commissary services.
7. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
 - 7.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work

is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- 7.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 7.3. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- 7.4. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 7.5. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added
- 7.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall

remain in effect until such time as the County has made final acceptance of the services provided.

- 7.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
- 7.8. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.



8. PROPOSAL SUBMISSION INFORMATION

8.1. RESPONSE TO PROPOSAL

8.1.1. Submission of Proposals:

8.1.2. When submitting a proposal, the Offeror should include the **original, electronic copy, and six (6) additional copies.**

- a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Jacob Garrett, Buyer
613 E. Ash Street, Room 109
Columbia, MO 65201

- b. The proposals must be delivered no later than **1:30 p.m. on May 25, 2016.** Proposals will not be accepted after this date and time.
- c. The package at a minimum should include a system overview and description, a detailed drawing of each user-accessed component with all controls identified, an itemized listing of the exact equipment being offered, a complete description of each applicable feature of the system, a manufacturer's data sheet for each major system component, and a complete list of options available for the system. Failure to submit a complete, detailed package shall be just cause for the proposal to be rejected as non-responsive. The Contractor, by submitting a proposal response, certifies that the equipment list included with the proposal is complete and suitable for the equipment being offered, and that it is compliant with the intent of the specifications.

8.1.2.1. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses shall fully describe how the service shall be performed and what hardware/software (if any) is required at the County to access the service.

8.1.2.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

8.1.2.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record regarding any of these matters during the proposal and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

8.2. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply: Negotiations may be conducted in person, in writing, or by telephone.

8.2.1. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.

8.2.2. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

8.2.3. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

8.3. Evaluation and Award Process:

8.3.1. Boone County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

a. **Method of Performance** - Technology offering, system features, account support team, maintenance offered, proposed project plan, scheduling, and implementation with minimal interruption of service

b. **Experience/Expertise of Offeror**

c. **Financial Offering** – financial return to the County and cost mark-up for Detainees.

8.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation and demonstration of their proposed system at a designated Boone County location or other site. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

8.4. Evaluation:

8.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

8.4.2. **Qualifications Statement/References:** The Offeror shall provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP.

a) The Offeror shall be providing Detainee commissary services to eighteen (18) housing units located at the County jail facilities for five years or more. Please provide an overview of your firm, including years and nature of experience in Detainee commissary services, ownership of your company, number of years in business, total number of employees, etc.

b. References: Please provide a list of five government agencies/municipalities (preferably County and preferably in Missouri) for whom you have provided Detainee commissary services (hardware and software) proposed in your proposal response. The list should provide a contact name, e-mail address, telephone number, address, length of time using your system and a brief description of the users' equipment and software configuration.

- 8.4.3. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 8.4.4. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.
- 8.4.5. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- 8.4.6. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.
- 8.4.7. Each Offeror must prepare a written response. Proposal shall be formatted consistent with the specific sections and numbered paragraphs and must respond to each on an individual basis. Failure to address any item may be interpreted as non-compliance. The Offeror should address each specific paragraph and subparagraph of the Specifications by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.

8.5. Rejection / Withdrawal of Proposals Response:

- 8.5.1. Rejection of Proposals The right is reserved by the County at its discretion to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offeror's and to accept the proposal deemed to be in the best interest of

the County. The County will take into account the relative importance of commissions offered and other evaluation factors set forth in the RFP. Therefore, in selecting a Contractor, the County will not rely exclusively on commission offering in awarding a contract.

8.5.2. Withdrawal of Proposals Proposals may be withdrawn on written request from the Offeror at the address shown in the proposal prior to the time of acceptance.

8.5.3. Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

8.6. Validity of Proposal Response:

8.6.1. Offeror agrees that proposal response shall remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.



9. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

9.1. **Attach Cost of Services for any items that may be charged to Boone County at the beginning of the contract and throughout the contract period. Attach to this page and place at the beginning of your proposal response:** List individual cost items and a grand total for proposed services. All costs shall be included and may include software, hardware, installation, implementation, training, and software and hardware maintenance. We understand there may be no associated costs. If so, please provide a statement to that affect. Please state how many kiosks will be provided (minimum of 22 desired) and if they are being provided free of charge.

9.2. Provide your percentage mark-up from cost on commissary items for the Detainees.

9.3. Describe how frequent the percentage mark up on cost on commissary items for the detainees has increased in the past five years?

9.4. Provide percentage of commission provided to Boone County and describe what Commissary items the county receives commission.

9.5. Will you honor the submitted prices for use by other entities who participate in cooperative purchasing with Boone County, MO? *(A negative response to this question will not affect evaluation of your bid.)*
YES _____ NO _____

9.6. **Provide a contact person** who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:

Organization:

Address:

E-mail:

Phone Number:

Fax:

9.7. Installation of kiosk and training shall be provided _____ calendar days after receipt of notice to proceed.

9.8. What is your response time to filling the vending machines on a short notice?

9.9. Describe if any cost is associated with providing vending machines to Boone County Sheriff Department. This is an optional service and not mandatory.

9.10. Describe your resolution for downtime or mechanical issues to kiosk machines.

9.11. Do you have downtime for system maintenance? How is this handled?

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services.

Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below.

Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



"No Bid" Response Form

Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201

Jacob Garrett, Buyer
(573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 02-25MAY16 – Detainee Commissary Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

