

**PURCHASE AGREEMENT
FOR
Detainee Commissary Goods and Services for the Boone County Jail**

THIS AGREEMENT dated the 17th day of August 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Catering By Marlin's Inc., d/b/a CBM Managed Services** herein "Contractor", business address: 500 East 52nd Street North, Sioux Falls, South Dakota 57104.

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Detainee Commissary Goods and Services for the Boone County Jail** in compliance with Request for Proposal number **02-25MAY16**, Addendums #1 & #2, Work Authorization Certification, the Contractor's proposal response dated May 26, 2016, Clarification / Best and Final Offer #1 response dated July 27, 2016, Clarification / Best and Final Offer #2 response dated September 12, 2016, and Clarification / Best and Final Offer #3 response dated October 25, 2016 all executed by Marlin C. Sejnoha Jr. on behalf of the Contractor. All such documents shall constitute the contract documents which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office contract file for this Request for Proposal if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Proposal with the County's Standard Terms and Conditions shall prevail and control over the Contractor's proposal response(s).

2. **Contract Duration** – The products and services under this agreement shall be guaranteed **from the commencement date of the contract through July 31, 2022**. At the expiration of this contract, the County will have the option of continuing the commissary services with the Contractor at the same commission and rates for a period of **two (2) additional one-year periods**. Each optional year will require County's approval for renewal. Following the 7th year of the contract, the contract will continue to renew at the same commission and rates on a month to month basis until 90 days written notice is given by either party.

3. **Service Provisions** - The County agrees to receive from the Contractor and the Contractor agrees to provide services and deliverables in the proposal specifications and as outlined in the Contractor's proposal response and Best and Final Offers to include all software, hardware, installation, implementation, training and software and hardware maintenance throughout the contract period.

3.1. **Commission Rate:**

Commissary Services for twice per week orders and deliveries 32%

Contractor shall pay a monthly commission to the County of 32% percent of net sales. Net sales are defined as total gross sales minus sales tax, postal products, credits and any other items sold at cost or no mark-up.

4. **Grant** - County hereby grants Contractor exclusive rights to provide commissary goods and services for the County's adult detainees of the Boone County Jail.

5. **Operational Responsibilities -**

A. **Grant**: Contractor shall provide a selection of food products, snacks, candy and gum, clothing, personal hygiene items, health and drug items, and general merchandise (collectively, the "Products"), all of which shall be subject to the approval of the Sheriff.

Contractor shall pay for integrating the JMS Software for a shall not exceed price of \$5,000.

Upon detainee's release, any monies remaining on a detainee's debit calling card will be credited to the detainee's commissary account, then a debit card will be issued to the detainee for the balance remaining on their commissary account.

B. **Distribution**: The County will deliver commissary items up to two (2) times per week to adult detainees at the County. All orders will be picked and packed off-site at Contractor's warehouse and shipped directly to County's facility.

No items shall be distributed that have exceeded their "use by," "sell by" or similar expiration date. It is the parties' intent that items be fresh and wholesome.

C. **Delivery**: Detainee orders shall be shipped to County by Contractor in individual clear bags or clear containers with a receipt to include detainee name, detainee ID #, housing unit, itemized list of detainee's orders, and the detainee funds charged. This receipt is to be signed by the detainee with a copy given to the detainee and a copy retained by the County (to be produced upon request of the Contractor.) All such deliveries are to be coordinated with and supervised by Detention Officers.

D. **Ordering**: Detainee orders will be placed by kiosk, tablets or phone.

E. **Personnel**: Contractor shall provide a regional district manager, and from Contractor's headquarters location, will provide expert administrative and purchasing advice related to the commissary operations.

F. **Fill Rate**: Contractor shall maintain sufficient supplies and quality control of its delivery system so that at least 98% of the items are delivered consistently and correctly on the first attempt. This percentage is based upon the overall item count and not on the number of detainee orders. Contractor's employees will correct any error or missed item and deliver the same within a reasonable time.

G. **Facilities and Equipment**: There will be no on-site storage or warehousing. All orders shall be shipped from Contractor's warehouse.

Contractor shall install 14 pod kiosks and 40 tablets, one (1) lobby ATM kiosk, one (1) booking kiosk in the booking area, two (2) credit card swipes, one (1) printer and a minimum of three (3) wireless access points. One (1) back-up kiosk shall be provided to the County. Any additional equipment added or deleted throughout the contract period shall be determined upon mutual consent between

Contractor and County.

Attached are drawings for informational purpose on the location of the kiosks, wireless access points and tablet charging stations.

Incentive Program: Contractor shall offer free tablet rentals to detainees for an incentive program. Boone County will e-mail Contractor a list of detainees that should receive a free 24-hour gold pass. Contractor will then approve the detainee access to the tablets.

Up to 11 free tablet rentals per week may be given to detainees. CBM will deduct \$100 per month from the commissary commissions. Total cost to Boone County is \$1,200 per year for 572 tablet rentals. If Boone County does not use this program or discontinues the program at any time, CBM will not charge the \$100 monthly fee.

Contractor shall provide the access points. The County will provide wiring and electric receptacles.

All equipment and products shall at all times remain the property of the Contractor. Contractor shall remove equipment and software promptly upon expiration or termination of the Contract. The data from the software is the property of the County and will be returned to County once removed from the hardware in a usable format and read only.

H. Repair and Replacement: Contractor shall be responsible for repairs that arise due to normal wear and tear of equipment. Contractor shall be responsible for any loss or damage to equipment resulting from vandalism, theft or abuse.

I. Fund Transfer and Technology: Contractor shall install such Computer Hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to Contractor's Software Commissary Management Information Systems (the "Software System") as necessary to support Contractor's commissary operations. Contractor shall remove all Computer Equipment upon expiration or termination of this Contract. The Computer Equipment and Software System is and shall at all times be owned by Contractor, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the Software System at the Facility shall immediately cease upon the expiration or termination of this Contract. Contractor shall be responsible to support and maintain all Computer Equipment during the term of this Contract, but any and all such obligations shall cease upon the termination of this Contract.

Contractor shall cause the Software System to integrate (this may be accomplished by periodic data transfer) with the Sheriff's Department jail management system, will debit a detainee's fund for purchases and maintain real time records. Items not actually received by the detainee will be promptly credited to his/her account on the same day.

6. *Billing and Prices* - Contractor shall determine the prices at which products shall be sold, however, the prices shall not exceed the general prices at which similar products are sold in the convenience stores (the "Comparable Retail Values") in the surrounding local community. If Contractor sustains in its costs, including but not limited to, increases in its products or sales tax, Contractor may, with Sheriff's approval, increase prices to recover such increased costs immediately. Additionally,

Contractor may, on an annual basis, or when requested by Boone County Sheriff Designee, perform a price audit to compare the prices at which it sells the products contemplated by this Contract with the Comparable Retail Values at which similar products are being sold in the surrounding local community. In the event that any of Contractor's prices are below the Comparable Retail Values, the parties shall agree to increase such prices under this Contract to reflect the Comparable Retail Values. Contractor may make approved additions to the available products, but suggested additions should not be offered more than once every four (4) months. Sales tax will be included in the commissary prices. The following additional services will be offered at a fee to the detainee:

Contractor shall provide a seamless interface with County's detainee phone service provider in order to offer detainee debit calling at a cost to the detainee of \$0.80 per transaction.

Contractor shall offer secure detainee email at a cost to the detainee of \$0.50 per transaction.

Detainees will be granted access to the use of the tablets for 15 minutes per every two hours free of charge. Contractor shall offer 24-hour tablet rentals to detainees at a cost to the detainee of \$4.99 per day.

All fees will be charged to the detainee's commissary account, withdrawn from the detainee's commissary account, and credited to Contractor.

The Contractor may supply indigent supplies, indigent starter kits, and indigent hygiene kits as requested by the Sheriff Department at a mutually agreed upon cost.

The Sheriff may place dollar limitations on detainees' purchases, which the Sheriff may periodically adjust.

Contractor shall electronically provide monthly statements to the Sheriff's Department to include:

- a. Items purchased and prices, listed by item
- b. Detainee purchases (items and prices), listed alphabetically by detainee
- c. Total price of items sold and commission
- d. Other Adhoc Reports

Contractor shall furnish the above reports no later than the 15th of the following month or as otherwise requested.

Contractor shall pay the County for commissions after Contractor has received payment from the County for the applicable invoices.

Contractor shall submit weekly reports for all products delivered to detainees with invoice. County will pay the monthly statement within 30 days of receipt.

7. Taxes - Contractor will be responsible for the collection and remittance of all applicable sales tax to the State of Missouri.

8. Special Terms and Conditions –

8.1. Excused Performances

If, because of riots, war, public emergency or natural disaster, fire, flood, earthquake, act of God, government restriction, or labor disturbance or strike, business operations at the County are interrupted or stopped, performance of the contract, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interfering occurrence. The expiration date of the contract may be extended for a period of time equal to the time that such default in performance is excused.

8.2. Confidential Information

All financial, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, policy and procedure manuals and computer programs relative to or utilized in Contractor's business (collectively, the "Contractor Proprietary Information") are and shall remain confidential and sole property of Contractor and constitute trade secrets of Contractor. The County shall keep all Contractor Proprietary Information confidential and shall use the Contractor Proprietary Information only for the purpose of fulfilling the terms of this Contract. The County shall not photocopy or otherwise duplicate any materials containing Contractor Proprietary Information without the prior written consent of Contractor. Upon expiration or any termination of this Contract, all materials containing any Contractor Proprietary Information shall be returned to Contractor.

Contractor acknowledges that contract is part of the Purchasing file and an open public record.

8.3. Insurance

The Contractor assumes responsibility arising from the administration or delivery of commissary services. The Contractor shall handle all lawsuits and pay all associated legal costs and settlements, if any, related to the administration or delivery of commissary services. The Contractor shall provide the necessary liability coverage for the commissary service while the County and Contractor will provide their respective employee's workers comp and employer's liability coverage

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.

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.

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.

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.**

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.

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.

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). 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.

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.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

9. *Permits / Licenses / Security* - The Contractor shall be financially responsible for obtaining all required permits and licenses to comply with pertinent municipal, county, state and federal laws and regulations.

9.1. Employees

Contractor will not be providing any employees for the distribution of the commissary products and therefore will not be maintaining any employees in the County's facility on a regular basis. If County requests Contractor's employees to perform duties at County's facility on a regular basis, such request will be complied with only after both parties have reached a mutual agreement as to their duties and associated costs.

9.2. Facility Security

The Contractor, if it has employees present, is responsible for control of keys and other entry devices obtained from the County for Contractor's employees, if and for the security of those areas that are used by its employees, staff or subcontractors.

Contractor must follow safety procedures to include inventorying any equipment, tools, etc. that is brought in and inventorying all when exiting so nothing is left behind in the jail facility.

9.3. County Security

The County will provide the Contractor with safety and security services inside the County's facilities. Sheriff designee will coordinate movement of work and Contractor personnel will be escorted at all times.

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. Any cost associated with this check shall be paid by the Contractor.

Any subcontractors, if authorized by the Boone County Sheriff Department administrator or designee, must also pass a background check as described above.

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.

10. Standard Terms and Conditions –

10.1. Deviations and Exceptions

Deviations and exceptions from terms, conditions, or specifications of this contract shall be submitted in writing to the County which may accept or reject such submission at County's sole discretion. Any submission accepted by the County shall be made by a formal amendment to this contract agreement.

10.2. Applicable Law

This contract shall be governed under the laws of the State of Missouri. The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the period of the Contract and which in any manner affect the work or its conduct.

10.3. Severability

If any provision of this Contract, or the application of any provision hereof to a particular entity or circumstance, shall be held to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall not be affected and all other terms and conditions of this Contract shall be valid and enforceable to the fullest extent permitted by law.

10.4. Contract Assignment

No right or duty in whole or in part of the Contractor under the contract may be assigned or delegated without the prior written consent of the County.

10.5. Recycled Materials

Contractor should make every effort to support any commitment the County has to encourage the purchase of recycled materials whenever technically or economically feasible or required by law.

10.6. Material Safety Data Sheet

If any item(s) used by the Contractor is a hazardous chemical, as defined under 29CFR 1910.1200, the Contractor must provide one (1) copy of a Material Safety Data Sheet for each item to the County for approval prior to use, including reformulated chemicals.

10.7. Independent Contractor

The relationship of the Contractor to the County is and will continue to be that of an independent contractor. The employees of Contractor are not, nor shall they be deemed to be, employees of County and employees of County are not, nor shall they be deemed to be employees of Contractor. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out

of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Contract. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor.

County employees will remain employees of the County and the Contractor's employees will remain employees of the Contractor. The Contractor is being retained by the County as an independent contractor to provide services to the County, and is not being retained in any capacity as a joint enterprise or venture with the County. The Contractor also covenants that none of its employees are or will be, during the period of this Contract, employees of the County.

11. *Binding Effect* - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

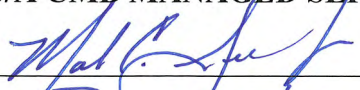
12. *Entire Agreement* - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

13. *Termination* - This agreement may be terminated by the County for any of the following reasons or under any of the following circumstances:

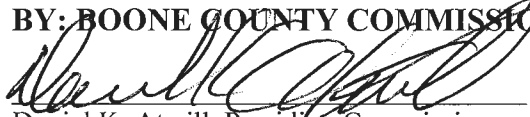
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.
- d. County or Contractor may terminate this agreement for convenience by providing 60 days written notice.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

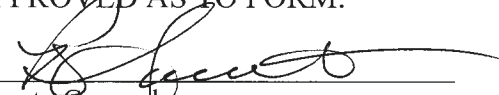
**CATERING BY MARLIN'S INC.
D/B/A CMB MANAGED SERVICES**

by 
title President/CEO

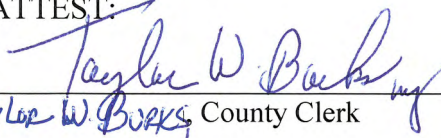
**BOONE COUNTY, MISSOURI
BY: BOONE COUNTY COMMISSIONER**


Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:



County Counselor

ATTEST:


TAYLOR W. BARKS County Clerk

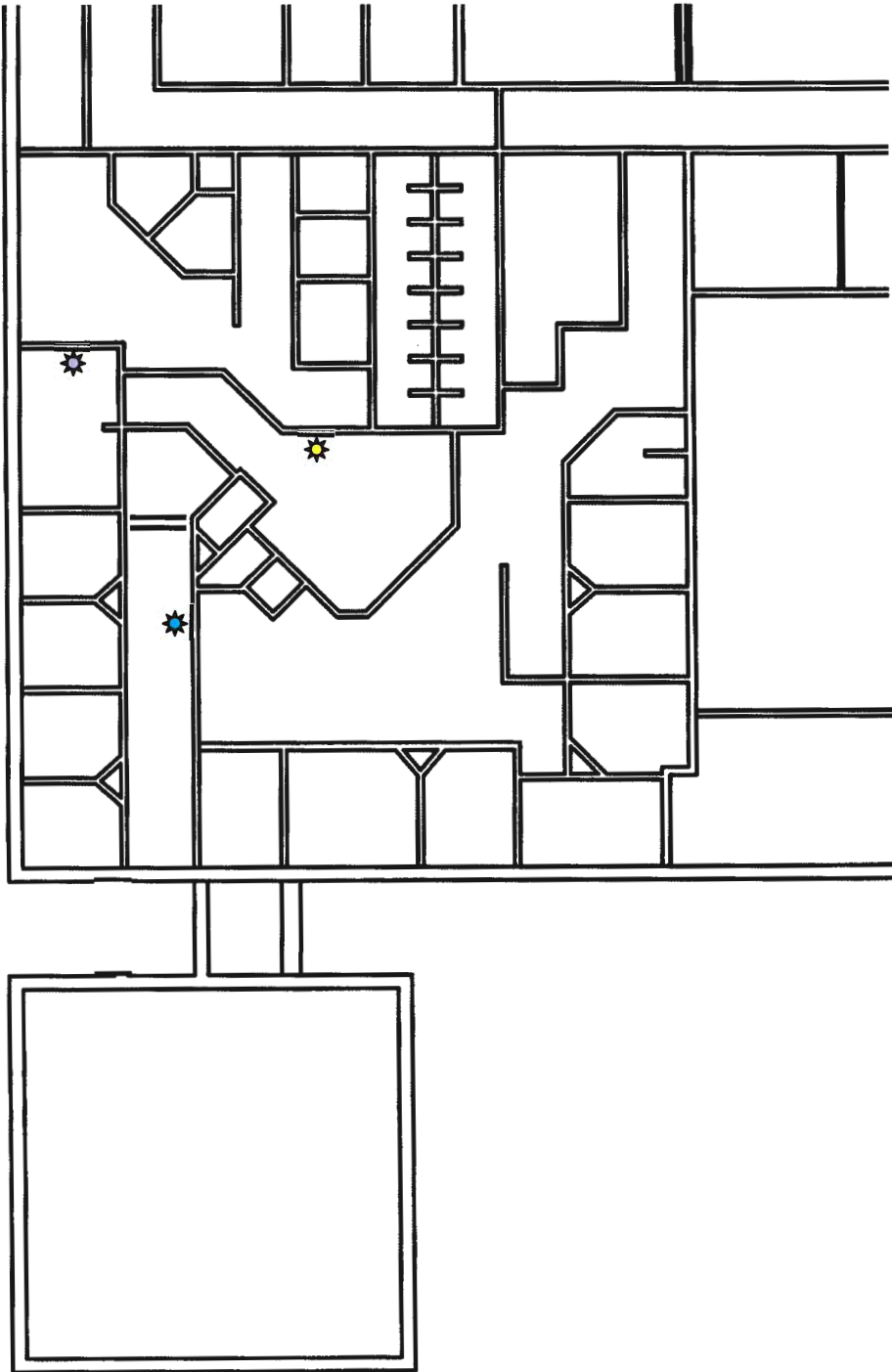
AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

 Revenue Only 7710-3855; 7710-83855; 1255-3550
Signature Date 08/10/2017 Appropriation Accounts 1255-3830; 1255-23028

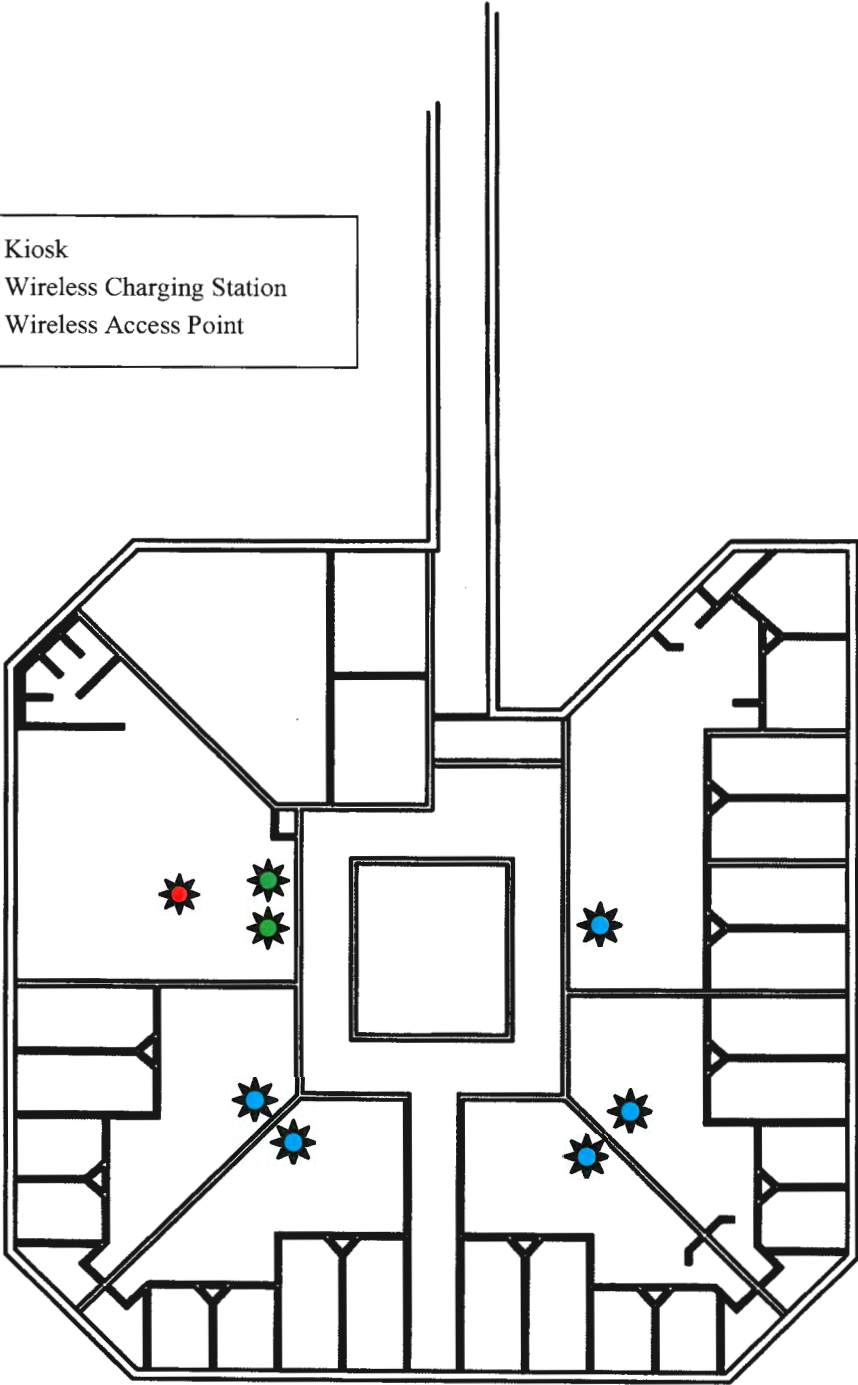
A 100

- ★ Kiosk
- ★ Wireless Charging Station
- ★ Wireless Access Point
- ★ Booking Kiosk
- ★ Lobby Kiosk



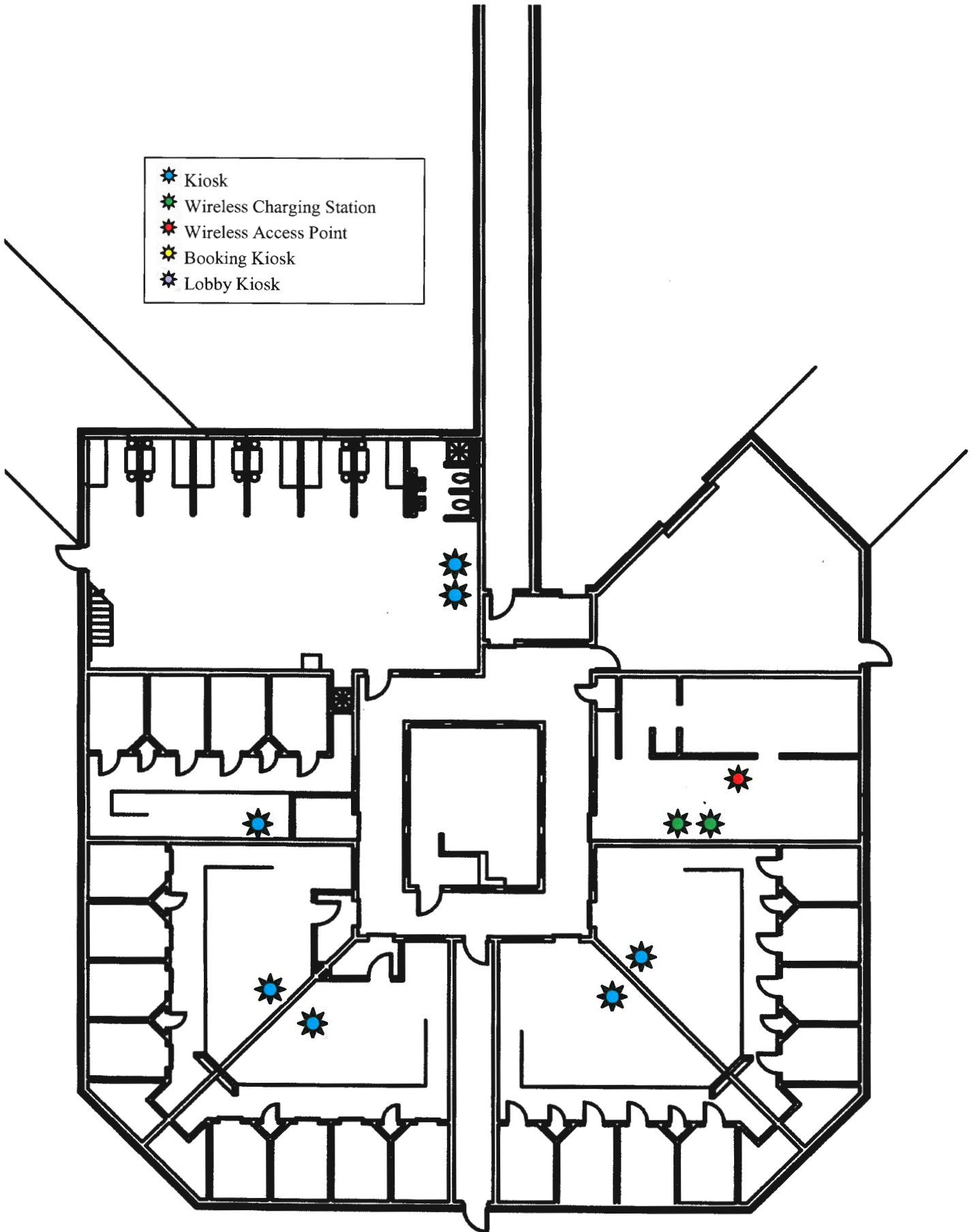
B-Pod

- ★ Kiosk
- ★ Wireless Charging Station
- ★ Wireless Access Point

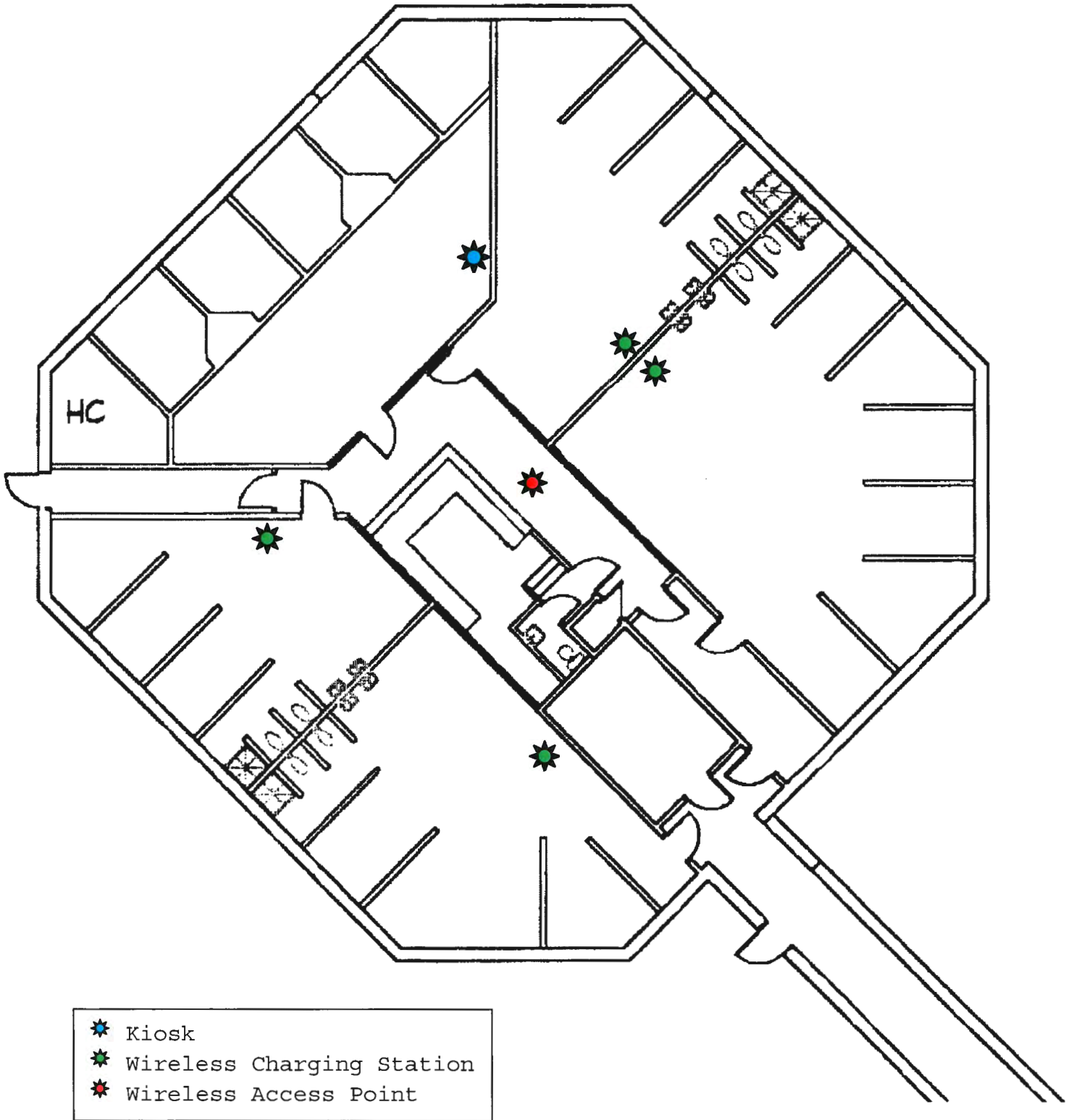


C-POD

- ★ Kiosk
- ★ Wireless Charging Station
- ★ Wireless Access Point
- ★ Booking Kiosk
- ★ Lobby Kiosk



D-POD





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fischer, Rounds & Assoc. Inc. - Sioux Falls 2300 W 49th St Sioux Falls SD 57105	CONTACT NAME: Lisa Rensland PHONE (A/C, No, Ext): 605-274-9943 E-MAIL ADDRESS: lrensland@fischerrounds.com	FAX (A/C, No): 605-274-9034
	INSURER(S) AFFORDING COVERAGE	
INSURED Catering By Marlins, Inc. Darrell Leenderts 500 E 52nd St North Sioux Falls SD 57104	INSURER A: Travelers Indemnity Company of CT 25682	
	INSURER B: Travelers Property Casualty Company 25674	
	INSURER C: Phoenix Insurance Company 25623	
	INSURER D: Standard Fire Insurance Co 19070	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 242244352 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

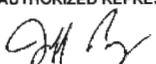
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	Y	Y	P-630-7E317849-TCT-17	7/26/2017	7/26/2018	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	BA-7E561385-17 CAG	7/26/2017	7/26/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			ZUP81M63096	7/26/2017	7/26/2018	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y/N/A	PNUB-8E596137-17 PVYACUB-7E317849-17	7/26/2017 7/26/2017	7/26/2018 7/26/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A	Incidental Medical Malpractice for Dietary Services			P-630-7E317849-TCT-17	7/26/2017	7/26/2018	Each Claim	1,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

General Liability & Auto Liability provide Blanket Additional Insured & Blanket Waiver of Subrogation when required by contract. Umbrella Liability follows form and does not require a separate endorsement for Additional Insureds or Waiver of Subrogation. Re: 02-25MAY16-Inmate Commissary Services
 County of Boone is listed as additional insured in respects to the general liability and excess liability when required by contract.

CERTIFICATE HOLDER

CANCELLATION

Boone County Purchasing Office 613 E Ash St Columbia MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR COMMERCIAL INDUSTRIES

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. Broadened Named Insured
- B. Blanket Additional Insured – Broad Form Vendors
- C. Damage To Premises Rented To You
 - Perils of fire, explosion, lightning, smoke, water
 - Limit increased to \$300,000
- D. Blanket Waiver Of Subrogation
- E. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises
- F. Blanket Additional Insured – Lessors Of Leased Equipment
- G. Incidental Medical Malpractice
- H. Personal Injury – Assumed By Contract
- I. Amended Bodily Injury Definition
- J. Bodily Injury To Co-Employees And Co-Volunteer Workers
- K. Aircraft Chartered With Crew
- L. Non-Owned Watercraft – Increased From 25 Feet To 50 Feet
- M. Increased Supplementary Payments
 - Cost of bail bonds increased to \$2,500
 - Loss of earnings increased to \$500 per day
- N. Medical Payments - Increased Limit
- O. Knowledge And Notice Of Occurrence Or Offense
- P. Unintentional Omission
- Q. Reasonable Force – Bodily Injury Or Property Damage

PROVISIONS

A. BROADENED NAMED INSURED

1. The following is added to **SECTION II – WHO IS AN INSURED**:
Any organization, other than a partnership or joint venture, over which you maintain ownership or majority interest on the effective date of the policy qualifies as a Named Insured. However, coverage for any such organization will cease as of the date during the policy period that you no longer maintain ownership of, or majority interest in, such organization.
2. The following replaces Paragraph 4.a. of **SECTION II – WHO IS AN INSURED**:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, unless reported in writing to us within 180 days.

B. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” that:

- a. Is caused by an “occurrence” that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of “your products” which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

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COMMERCIAL GENERAL LIABILITY

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- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in "your products" made intentionally by such vendor;
 - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (5) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (7) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

C. DAMAGE TO PREMISES RENTED TO YOU

- 1. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY IN-**

JURY AND PROPERTY DAMAGE LIABILITY:

Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Fire;
- b. Explosion;
- c. Lightning;
- d. Smoke resulting from such fire, explosion, or lightning; or
- e. Water.

A separate limit of insurance applies to such damage to premises as described in Paragraph 6. of Section III – Limits Of Insurance.

This insurance does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- a. Rupture, bursting, or operation of pressure relief devices;
- b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water;
- c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

2. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by fire; explosion; lightning smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all damage proximately caused by the same "occurrence", whether such damage results from fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; water; or any combination of any of these.

The Damage To Premises Rented To You Limit will be the higher of:

- a. \$300,000; or
- b. The amount shown on the Declarations of this Coverage Part for Damage To Premises Rented To You Limit.

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3. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

- (1) Fire;
- (2) Explosion;
- (3) Lightning;
- (4) Smoke resulting from such fire, explosion, or lightning; or
- (5) Water.

is not an "insured contract";

4. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for premises rented to you, or temporarily occupied by you with the permission of the owner;

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of premises owned or occupied by or rented or loaned to you; ongoing operations performed by you or on your behalf, done under a contract with that person or organization; "your work"; or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you prior to loss.

E. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to name as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

F. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you have

COMMERCIAL GENERAL LIABILITY

signed and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations of this Coverage Part, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, unless you have agreed in a written contract for this insurance to apply on a primary or contributory basis.

G. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services" to a person.

2. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages;
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances;
- c. First aid; or
- d. "Good Samaritan services".

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

3. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to any "bodily injury" arising out of any providing or failing to provide "incidental medical services" by any of your "employees", other than an employed doctor. Any such "employees" providing or failing to provide "incidental medical services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in the providing or failing to provide "incidental medical services" to any one person will be considered one "occurrence".

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**.

H. PERSONAL INJURY – ASSUMED BY CONTRACT

1. The following replaces Exclusion **e., Contractual Liability**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

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e. Contractual Liability

"Personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or
- (2) Liability for damages because of "personal injury" assumed in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

- (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

2. The following replaces the third sentence of Paragraph 2. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability or Paragraph 2.e. of Section I – Coverage B – Personal and Advertising Injury Liability, such payments will not be deemed to be damages because of "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

3. The following replaces Paragraph 2.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of

the insured and the interests of the indemnitee;

4. The following replaces the first subparagraph of Paragraph f. of the definition of "insured contract" in the **DEFINITIONS** Section:

- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury," "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

I. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

"Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

J. BODILY INJURY TO CO-EMPLOYEES AND CO-VOLUNTEER WORKERS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Paragraph (1)(a) above does not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" while performing duties related to the conduct of your business.

K. AIRCRAFT CHARTERED WITH CREW

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with crew to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

L. NON-OWNED WATERCRAFT

1. The following replaces Paragraph (2) of Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

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COMMERCIAL GENERAL LIABILITY

- (2) A watercraft you do not own that is:
 - (a) Fifty feet long or less; and
 - (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph 2. of **SECTION II – WHO IS AN INSURED:**

Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

- (1) Fifty feet long or less; and
- (2) Not being used to carry any person or property for a charge.

M. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES:**

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

N. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE:**

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C. for all medical expenses because of “bodily injury” sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

O. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

(1) Notice to us of such “occurrence” or offense must be given as soon as practicable only after the “occurrence” or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your “executive officers” or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any “employee” authorized by you to give notice of an “occurrence” or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such “occurrence” or offense must be given as soon as practicable only after the “occurrence” or offense is known by:

- (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) A trustee of any trust; or
 - (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any “employee” authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an “occurrence” or offense.

(3) Notice to us of such “occurrence” or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers’ compensation insurer. This applies only if you subsequently give notice to us of the “occurrence” or offense as soon as practicable after any of the persons described in Paragraphs e.(1) or (2) above discov-

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ers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

P. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice

your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

Q. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The following replaces Exclusion a., **Expected Or Intended Injury**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected or Intended Injury or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in **Section II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

Do not add this form to a policy. It is for informational purposes only.

Do not add this form to a policy. It is for informational purposes only.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Do not add this form to a policy. It is for informational purposes only.

Boone County Purchasing



Jacob M. Garrett
Buyer

613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

E-mail : JGarrett@boonecountymmo.org

October 26, 2016

CBM Managed Services
Attn: Marlin Sejnoha
500 East 52nd Street North
Sioux Falls, South Dakota 57104

E-mail: Marlin.Sejnoha@CBMManagedServices.com

RE: Clarification / Best & Final Offer #3 to *02-25MAY16 – Detainee Commissary Services for the Boone County Jail*

Dear Mr. Sejnoha:

In accordance with section 8.2.1. of RFP number *02-25MAY16 – Detainee Commissary Services for the Boone County Jail*, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your firm.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

As a result of this request for Clarification / Best and Final Offer #3, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request **may be** your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to provide written response to this BAFO by **10:00 a.m. Thursday, October 27th, 2016** by e-mail to JGarrett@boonecountymmo.org.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process.

Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4393 or e-mail JGarrett@boonecountymmo.org. I sincerely appreciate your efforts in working with Boone County, Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

Jacob M. Garrett
Buyer

cc: Evaluation Team
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #3

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: Clarification / Best & Final Offer #3 to 02-25MAY16 – Detainee Commissary Services for the Boone County Jail

CLARIFICATION / BEST AND FINAL OFFER FORM #3

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted in writing on or before **10:00 a.m. October 27th, 2016** by e-mail.

CLARIFICATION – please provide a response to the following requests.

1. How are replacement credit cards obtained? Are they tracked and resupplied automatically?
2. What is the commission rate?
 - a. If CBM staff does not deliver commissary and we do not use the snack wagon?
 - b. What is the cost or commission rate associated with CBM providing internet access versus Boone County?
 - c. If Boone county allows more than one order a week?
3. On the September 7th 2016 BAFO #2 question #6—we believe the question was worded incorrectly and should be clarified for both parties involved.
4. CBM will need to supply the wireless network service for Kiosk and Tablets.
5. Boone County plans to provide the wiring from the wiring room to the kiosks.
6. Who will provide the wiring to wireless access points and tablet docking stations?
7. The preference for Boone County is that the vendor provide the incoming internet access that the system will be running on and not over the county internet service.
8. Who is the closest client using tablets, kiosks, telephone commissary? We are interested in speaking or visiting an agency using tablets and kiosks in their facility.
9. Can Boone County Sheriff Department buy bulk email packages versus using stamps? If so, please detail packages available and pricing.
10. How many contracts will Boone County be entering into for this service and with who? Commissary, Credit Cards, etc.
11. Is it possible to have a hybrid of a kiosk and up to 7 tablets in a housing area? The lockdown units fluctuate at various times throughout the facility depending on operational needs. Certain detainee groups will only need access to the kiosk.
12. Can we adapt the number of tablets to the detainee housing area—for instance, in a housing unit with a low population can we fluctuate the number of tablets and docking stations? Can you make docking stations to hold less than 7 tablets?



October 26, 2016

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

Re: Clarification/Best & Final Offer #3 to RFP #02-25May16 Detainee Commissary Services for the Boone County Jail

Mr. Garrett,

CBM Managed Services is honored to submit the following Clarifications/Best & Finals Offer #3 to RFP #02-25May16 Detainee Commissary Services for the Boone County Jail.

1. How are replacement credit cards obtained? Are they tracked and resupplied automatically?

Yes. Inmate debit cards are traced and resupplied automatically when your inventory is low.

2. What is the commission rate?
 - a. If CBM staff does not deliver commissary and we do not use the snack wagon? **30%**
 - b. What is the cost or commission rate associated with CBM providing internet access versus Boone County? **30%**
 - c. If Boone County allows more than one order a week? **32%**

3. On the September 7th, 2016 BAFO #2 question #6 – we believe the question was worded incorrectly and should be clarified for both parties involved.

Please see clarification responses for questions 4-6.

4. CBM will need to supply the wireless network service for Kiosk and Tablets.

CBM Managed Services agrees to supply the wireless network service to the Kiosks and Tablets.

5. Boone County plans to provide the wiring from the wiring room to the kiosks.

CBM Managed Services has read and understands that Boone County will supply wiring from the wiring room to the kiosks.

6. Who will provide the wiring to wireless access points and tablet docking stations?

CBM Managed Services will provide the wireless access points and tablet docking stations.



7. The preference for Boone County is that the vendor provide the incoming internet access that the system will be running on and not over the county internet service.

CBM Managed Services agrees to provide internet to the Lobby ATM and kiosks/tablets.

8. Who is the closest client using tablets, kiosks, telephone commissary? We are interested in speaking or visiting an agency using tables and kiosks in their facility.

Butler County, Kansas. They currently have kiosks and commissary ordering by telephone system. Securus Technologies is their inmate phone provider.

9. Can Boone County Sheriff Department buy bulk email packages versus using stamps? If so, please detail packages available and pricing.

Our technology partner has filed a patent pending feature that will allow indigent inmates 2 free emails per week. This feature should be available by the 2nd quarter of 2017. When this feature goes live there will be no cost to Boone County and no need for the County to buy bulk email. With our kiosks/tablets, inmates classified as indigent may send an email collect which allows family/friends to pay for the emails. This capability will significantly decrease inmate mail volume.

10. How many contracts will Boone County be entering into for this service and with who? Commissary, Credit Cards, etc.

The only contract Boone County will be entering into for this service will be with CBM Managed Services. CBM uses third parties for inmate banking and inmate debit card systems. If Boone County cancels service with CBM, we agree to leave access to all data that has been stored on the Lockdown™ server.

Inmate Banking: Tech Friends, Inc.

Inmate Debit Cards: Rapid Financial Solutions

11. Is it possible to have a hybrid of a kiosk and up to 7 tablets in a housing area? The lockdown units fluctuate at various times throughout the facility depending on operation needs. Certain detainee groups will only need access to the kiosk.

Yes. We have worked with jails in the past that will put wall mounted kiosks in maximum or mental health areas and the general population will use tablets. CBM Managed Services will work with Boone County to designate areas where a kiosk or tablet would be the correct application.



12. Can we adapt the number of tablets to the detainee housing area – for instance, in a housing unit with a low population can we fluctuate the number of tablets and docking stations? Can you make docking stations to hold less than 7 tablets?

Yes. The number of tables would be based off the number of detainee housing areas. We currently only have one model of charging stations that holds seven tablets. If a low detainee area would not require seven tablets, we would only put 2 or 3 tablets in the charging station, leaving the remaining charging slots empty.

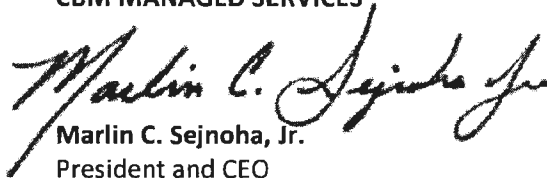
13. What is CBM recommended rate of stocking (ratio) tablets in housing units with and without a kiosk?

A ratio of 1 tablet for every 7 inmates. CBM Managed Services would not recommend having wall mounted kiosks and tablets mixed in the same unit.

14. Would CBM agree to come back and analysis the facility and infrastructure for kiosk and possible implantation of tablets? Depending on budgetary strains can tablets can be phased in other years?

CBM Managed Services would agree to come back and analyze the implementation of kiosks/tablets. During the site visit, we would request a Boone County IT team member and whomever was going to run with wiring attend the meeting. CBM is providing all the kiosks/tablets at no cost to the facility, so we do not foresee any budgetary strains for Boone County.

On behalf of the CBM Team,
CBM MANAGED SERVICES

A handwritten signature in black ink that reads 'Marlin C. Sejnoha, Jr.'

Marlin C. Sejnoha, Jr.
President and CEO

CBM Managed Services
500 East 52nd Street North
Sioux Falls, SD 57104
(605) 335-0825 Office
(605) 310-4950 Cell
(605) 444-5046 Fax
Marlin.Sejnoha@CBMManagedServices.com

13. What is CBM recommended rate of stocking (ratio) tablets in housing units with and without a kiosk?
14. Would CBM agree to come back and analysis the facility and infrastructure for kiosk and possible implantation of tablets? Depending on budgetary strains can tablets can be phased in other years?

In compliance with this BAFO request, 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 the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed.

Company Name: CBM Managed Services

Address: 500 East 52nd Street North
Sioux Falls, SD 57104

Telephone: 605-335-0825 Fax: 605-444-5099

Federal Tax ID (or Social Security #): 91-1827040

Print Name: Marlin C. Sejnoha, Jr. Title: President and CEO

Signature:  Date: 10/25/2016

E-mail: marlin.sejnoha@cbmmanagementservices.com,

Boone County Purchasing



Jacob M. Garrett
Buyer

613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

E-mail: JGarrett@boonecountymo.org

September 7, 2016

CBM Managed Services
Attn: Marlin Sejnoha
500 East 52nd Street North
Sioux Falls, South Dakota 57104

E-mail: Marlin.Sejnoha@CBMManagedServices.com

RE: Clarification / Best & Final Offer #2 to 02-25MAY16 – *Detainee Commissary Services for the Boone County Jail*

Dear Mr. Sejnoha:

In accordance with section 8.2.1. of RFP number 02-25MAY16 – *Detainee Commissary Services for the Boone County Jail*, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your firm.

Your firm has been selected for interview.

Date: Wednesday, September 14th, 2016
Time: 1:00 p.m. – 5:00 p.m. central time
Location: Boone County Sheriff Department Training Room
2121 County Drive
Columbia, Missouri 65202

Up to 15 minutes will be allowed for introductions and initial comments by your team. We ask that your key staff person working with Boone County be onsite during the interview. In addition, the evaluation team would like for you to address the attached clarification questions in writing (due by Tuesday, September 13th by 10:00 a.m.). Additional questions and topics have been sent to you via email on August 31st, 2016 and other questions may be asked during the interview. We will have a computer and projector available if needed. Besides myself, there will be five evaluation team members present.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

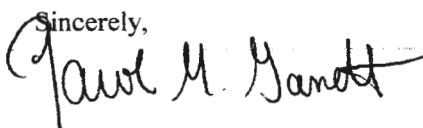
As a result of this request for Clarification / Best and Final Offer #2, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request **may be** your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to provide written response to this BAFO by **10:00 a.m. Tuesday, September 13th, 2016** by e-mail to JGarrett@boonecountymo.org.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4393 or e-mail JGarrett@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County, Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Jacob M. Garrett
Buyer

cc: Evaluation Team
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #2

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: Clarification / Best & Final Offer #2 to 02-25MAY16 – Detainee Commissary Services for the Boone County Jail

CLARIFICATION / BEST AND FINAL OFFER FORM #2

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted in writing on or before **10:00 a.m. September 13th, 2016** by e-mail.

CLARIFICATION – please provide a response to the following requests.

1. Why does CBM need an onsite employee and what are the benefits of having a CBM employee onsite? Provide the cross trained material for the training provided to the onsite employee.
2. Who will be providing the 24 port switch? What is the performance difference between Cat5 or Cat6 wiring?
3. Outline fees and options for each level on Clarification Question #4 in BAFO #1.
4. How are the detainees notified off the debit card fee structure from Rapid Financial Solutions?
5. Are you providing the network switch, hardware, and any other peripherals? What are the minimum requirements verses the recommended? How does it affect the performance or speed?
6. Who is paying for the installations, associated wiring, and the wireless services?

In compliance with this BAFO request, 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 the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed.

Company Name: Catering by Marlin's, Inc. dba CBM Managed Services

Address: 500 East 52nd Street North
Sioux Falls, South Dakota 57104

Telephone: (605) 335-0825 Fax: (605) 444-5099

Federal Tax ID (or Social Security #): 91-1827040

Print Name: Marlin C. Sejnoha, Jr. Title: President & CEO

Signature:  Date: September 12, 2016

E-mail: Marlin.Sejnoha@CBMManagedServices.com



September 12, 2016

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

Re: Clarification/Best & Final Offer #2 to RFP #02-25May16 Detainee Commissary Services for the Boone County Jail

Mr. Garrett,

CBM Managed Services is honored to submit the following Clarifications/Best & Finals Offer #2 to RFP #02-25May16 Detainee Commissary Services for the Boone County Jail.

1. Why does CBM need an onsite employee and what are the benefits of having a CBM employee onsite? Provide the cross trained material for the training provided to the onsite employee.

An onsite CBM employee is not necessary for your commissary operation. However, many of the correctional facilities where CBM is both the food and commissary vendor, have requested that CBM staff handout the weekly commissary deliveries and issue any credits to the inmates. The benefit of an onsite employee is to reduce Boone County staff time regarding the commissary operations.

2. Who will be providing the 24 port switch? What is the performance difference between Cat5 or Cat6 wiring?

CBM will provide the 24 port switch. The biggest difference between Cat5 and Cat6 wiring is that the bandwidth Internet speeds will be faster using Cat6 wiring.

3. Outline fees and options for each level on Clarification Questions #4 in BAFO #1.

Secure Inmate Email - \$0.50 per email.

If Boone County chooses the inmate tablet option, the 24 hour gold access pass is \$4.99.

If Boone County chooses the Inmate Debit Phone Calling option, the inmate will be charged \$0.80 per debit transaction.

4. How are the detainees notified off the debit card fee structure from Rapid Financial Solutions?

The inmate debit card company supplies a pamphlet explaining how the inmate release debit card works. When the inmate is released and the officer loads the release debit card, the pamphlet would be given to the inmate at this time.



5. Are you providing the network switch, hardware and any other peripherals? What are the minimum requirements versus the recommended? How does it affect the performance or speed?

CBM will provide the Network Switch, Server, Lobby ATM Kiosk, Booking Manager, Credit Card swipe, Check Writing Printer, and Pod Kiosks or Tablets.

The minimum network speed is 100 MB, with the preferred speed of 1GB or higher.

The network speed will determine the response time of the kiosks and client PCs connecting to the server and any latency between them.

The server requirements will affect the speed and functionality of how the server responds to client requests. Since CBM will be supplying the server, the recommended requirements will be met or exceeded.

The minimum requirements are:

- ***Dual Core Processor 1.5 GHz***
- ***Windows XP or higher***
- ***100 GB Hard Drive Space***
- ***2 GB RAM***

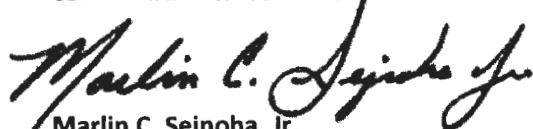
The recommended requirements are:

- ***Quad Core Processor 2 GHz+***
- ***Windows 7/Server 2008 or higher***
- ***250 GB+ Hard Drive Space***
- ***4 GB RAM***

6. Who is paying for the installations, associated wiring and the wireless services?

During the mandatory pre-bid site visit, it was stated that Boone County would be responsible for these costs. If Boone County wishes for CBM to pay for the installation costs of these services, CBM would remain flexible in negotiations regarding these expenses.

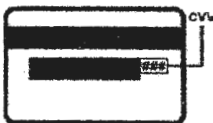
On behalf of the CBM Team,
CBM MANAGED SERVICES


Marlin C. Sejnoha, Jr.
President and CEO

CBM Managed Services
500 East 52nd Street North
Sioux Falls, SD 57104
(605) 335-0825 Office
(605) 310-4950 Cell
(605) 444-5046 Fax
Marlin.Sejnoha@CBMManagedServices.com

Your Temporary PIN is 7+ the Security Key On the Back of the Card

Your PIN
7###



- Treat this card like cash.
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- Don't tell anyone your PIN.

Use your card where you see these symbols:



CUSTOMER SUPPORT INCLUDING PIN CHANGE FOR YOUR **RELEASEPAY** PREPAID DEBIT CARD:

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CARD FEES

FREE Services	Card Activation Fee	FREE
	Support Calls Fee	FREE
	PIN Change Fee	FREE
	Point of Sale (POS) Transactions (PIN & Signature)	FREE
	Cash Back Option with POS purchase	FREE
	POS Declines	FREE
	Card to Bank ACH Transfer****	FREE
	Cash Out at any Principal MasterCard Member Institution	FREE
Maintenance	Weekly Maintenance Fee*	\$2.50
ATM Fees	ATM Account Inquiry Fee	\$1.50
	Domestic ATM Fees***	\$2.95
	ATM Decline for Non-Sufficient Funds Fee	\$2.95
	International ATM Fees***	\$3.95
	ATM Decline International Fee	\$3.95
Other Fees	Inactivity Fee**	\$2.00
	Replacement of lost or stolen card	\$10.00
	Account Closure Fee/Request for Balance by Check	\$10.00

Further clarification on any fees can be found in the FAQ section at www.releasepay.com

* After 3 days / 72 hours of issuance the card starts incurring weekly maintenance fees to cover account administration and maintenance.

**After 90 days of no activity.

***Fees may also be imposed by the local ATM provider in addition to card fees.

****Returned or rejected ACH transfers for invalid banking information are subject to a \$9.95 returned processing fee.

If prompted, select the "Checking" option to withdraw cash from an ATM.

You are allowed 10 ATM withdrawals for a total of \$3,500 per day. At a point-of-sale, you are allowed 10 purchases for a total of \$3,500 per day.

DECLINES: There are several reasons this might occur...

- If at a Point of Sale terminal you are trying to purchase an item that costs more than the value on the card, plus the POS fee (if applicable).
- If at an ATM you are trying to access your funds, but get an error message stating "FUNDS NOT AVAILABLE" or something similar it may mean that you are trying to withdraw more than is available. Please keep in mind that there needs to be sufficient funds to cover the fees associated with the transaction.
Example: You have \$42.50 in your account. You try to withdraw \$40.00 and you receive an error message. The reason is the fee to withdraw the funds is greater than \$2.50, not including ATM convenience fee (if applicable).

Want to save money on fees? Follow these easy tips:

- Check your balance online or through customer service before using an ATM.
- Use your card as a payment method in grocery stores, convenience stores, drug stores, or anywhere that accepts Debit MasterCard®. You can also select the "Cash Back" option to receive cash at no charge.
- If your card is rejected at an ATM, never attempt over and over again. Some ATMs impose a fee even for declined transactions.
- Remove your entire card balance for free by visiting any financial institution that is a MasterCard principal member and asking for a cash advance for the balance on the card.
- Maintain your account for free online.
- Retain this document for future reference.
- Another reason for a decline is because of Invalid PIN number.
- Pre-Payment of services like fuel dispensed from a "Pay at the Pump" terminal prior to pumping the gas or for services like a hotel room. The payment network automatically put a hold on a certain amount of the funds available to ensure payment. This hold usually takes several hours to be removed; therefore, the cardholder cannot access his funds until this hold is remove.
- Utilize the free ACH transfer service to send funds from your card to your bank account.

Terms and Conditions

Usage of the Card constitutes agreement to the Terms and Conditions set forth herein.

This Cardholder Agreement and Disclosure (this "Agreement") covers your rights, our rights, and rights of our affiliates and representatives, relating to your election to use your ReleasePay Prepaid MasterCard® (the "Card"), issued by Cache Valley Bank ("CVB"). In this Agreement, "You" and "Your" means the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. "We," "Us" and "Our" means Rapid Financial Solutions our successors, affiliates or assignees.

By using, or authorizing any other person to use your Card, you hereby understand and agree to the following terms and conditions:

Receipt of Payment via the Card. Your company or employer (your "Company") will transfer funds (the "Funds") due to you to a pooled account maintained at Cache Valley Bank, member FDIC (the "Bank"). You can access your Funds through your use of the Card.

Availability of Funds. Your Funds will become available to you through the use of the Card after your Company has transferred those Funds to the Bank. You may use your Card to access Funds only to the extent that you have available Funds. You can call us at 1-877-592-1118 or go to www.releasepay.com and click on "User Login".

No Interest on Your Funds. You will not receive any interest on your Funds.

Card Services. We generally offer the following services to Cardholders ("Cardholder Services"):

- Automated Teller Machine ("ATM") Services. You may use your Card to access your funds at any ATM that bears the network marks for Pulse®, MasterCard®, and Maestro® that appear on the back of your Card or to inquire about the amount of Funds available to you.
- Merchant Services. You may use your Card to purchase goods and services at any retail or other establishment that accepts MasterCard debit cards for payment or displays the network marks that appear on the back of your Card.

Fees. We will provide you written notice of a change in fees at least thirty (30) days prior to the effective date of such

change. If we are unable to contact you for any reason, we will post the changes to the fees on the Card website at www.releasepay.com. You will be deemed to have proper notice thirty days (30) after the amendments are posted. Personal Identification Number ("PIN"). We will assign to you a confidential PIN, which will enable you to identify yourself when using your Card. Your PIN is a security feature that functions as your signature, identifying you as the proper user of the Card and authorizing any transaction that you make through the Card. It is solely your responsibility to not reveal your PIN to unauthorized users of the Card and you assume full responsibility for any and all transactions made through your Card with the use of your PIN. If you voluntarily give your Card and/or PIN to another person, you have authorized such person to use your Card and access your Funds, and you will be responsible for their use of your Card.

Your temporary PIN is 7 plus the 3 digit security key on the back of the card. Change your PIN often. Never write the PIN on the card. Don't tell anyone your PIN. We will never ask for your PIN.

Receipts at Electronic Terminals. You should receive a receipt at the time you use your Card at an ATM, or to purchase goods or services through a merchant at retail or other establishment.

Periodic Card Statements. Under the Electronic Fund Transfer Act, you can request periodic statements showing your balance and transactions done using your Card. You can choose to receive the following information in paper form (a fee applies) or electronically at no cost:

- Monthly statements, unless there are no transactions through your Card during a particular month.

- Amendments to this agreement, including, without limitation, any changes in the Cardholder Services Schedule and fees set forth therein or any other terms or conditions of your use of the Card, and

- All other disclosures, notifications and information relating to the Card and the terms of your use of the Card.

Our Liability for Unauthorized Transfers. You shall notify us immediately if you believe that your Card has been lost or stolen or that an unauthorized person has learned your PIN or Card number. If you think your card has been lost or stolen, and you would like a replacement card please call 1-877-592-1118 and there will be a \$10.00 replacement fee to send you a new card. Telephoning us is the best way of minimizing possible losses. You could lose all of your Funds if you fail to notify us promptly and are grossly negligent or fraudulent in the handling of your Card or PIN. This reduced liability does not apply to PIN transactions not processed by MasterCard. If you notify us within two (2) business days, you can lose no more than \$50.00 if someone uses your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card, and if we can prove that we could have prevented someone from using your Card without permission if you had promptly notified us, you could lose up to \$500.00 of your Funds. You shall notify us immediately if your Card statement shows transfers or transactions that you did not make or authorize. A consumer's 60-day period to report errors begins on the earlier of the date either the consumer electronically accesses the account or the date after the statement, including the transaction, was delivered to you. As Rapid Financial Solutions may not, or is unable to track when consumers electronically access their accounts, we will allow a consumer to report an error up to 120 days after the date the transaction allegedly in error was credited or debited to the prepaid card account. If it can be proven that we could have prevented someone from withdrawing or using your Funds if you had notified us in time, you may not get back any Funds withdrawn by an unauthorized user.

Our Liability for Failure to Complete Transactions. If we do not properly complete a Card transaction for you on time and in the correct amount, we could be liable for your losses or damages. However, there are some exceptions:

- If through no fault of our own, you do not have adequate Funds available to complete the transaction;
- If an ATM where you are making a withdrawal does not have enough cash;
- If an electronic terminal where you are making a transaction does not operate properly, and you know about the problem when you initiated the transaction;
- If circumstances beyond our control (such as fire, flood or communications or computer failure) prevent the completion of the transaction, despite our reasonable efforts;
- If access to your account has been blocked after you have reported your Card lost or stolen;
- If a merchant refuses to accept your card;
- If there is a hold on your Funds at the Bank for any reason;
- If your Funds are subject to legal process or other encumbrance restricting its transferability; or
- If your transfer authorization terminates by operation of law.

There may be other applicable exceptions not listed above, but stated elsewhere in other agreements between you and Us. **Error Resolution.** In case of errors or questions about Card transactions or if you need more information about a transaction listed on a statement or receipt, please notify us as soon as possible. You can notify us by telephone at 1-877-592-1118 or by U.S. Mail at:

Cardholder Services
PO Box 6425
North Logan, UT 84341

A consumer's 60-day period to report errors begins on the earlier of the date either the consumer electronically accesses the account or the date after the statement, including the transaction, was delivered to you. As we may not, or is unable to track when consumers electronically access their accounts, we will allow a consumer to report an error up to 120 days after the date the transaction allegedly in error was credited or debited to the prepaid card account. When you notify us:

- Tell us your name and Card number.
- Describe the error or transaction that you are unsure about, and explain as clearly as possible why you believe that it is an error or why you need more information.
- Tell us the dollar amount of the suspected error and where and when the transaction took place. If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.
- Within ten (10) business days after we hear from you, we will determine whether an error occurred, and if so, we will correct the error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time that it takes us to complete our investigation. If we ask you to put your complaint or questioning in writing and we do not receive it within ten (10) business days, we may not so credit your account.
- We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. We may debit your Funds at the Bank with the amount that we credited your Funds during our investigation of your complaint or question. You may ask for copies of the documents that we used during our investigation.

Foreign Currency Transactions: Any purchase or withdrawal made in another currency will be converted to U.S. dollars by MasterCard International, Incorporated, according to an exchange rate selected by MasterCard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date. You agree to pay the converted amount plus any charge for conversion or proceedings that may be imposed.

Confidentiality. We may disclose information to third parties about your Card transaction history:

- Where it is necessary for completing transactions;
- In order to verify the existence and conditions of your Card and Funds for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders, or other legal reporting requirements; or
- If you give us your written permission. Within our organization and with respect to the Bank, we may share your personal information as well as information concerning your Card transaction history. Other information you have given us in connection with obtaining a Card, or information we may receive from other third party, also may be shared within our organization, with the Bank and certain other parties.

Please see our Privacy Policy for additional information in this regard.

Business Days. Our business days are Monday through Friday, 8:00 am - 5:00 pm, MST, with the exception of any state or federal banking holidays.

Cancellation. You may cancel your Card and this Agreement at any time by notifying your Company or by contacting us directly. In addition, we may cancel this Agreement, the Card and the related services at any time.

Amendment. We may amend or change the terms of this Agreement at any time. We will notify you thirty days (30) prior to the effective date of any changes. If we are unable to contact you for any reason, we will post the changes on the Card website at www.releasepay.com. You will be deemed to have proper notice thirty days (30) after the amendments are posted. You are encouraged to review the web site regularly to monitor changes in the terms of this Agreement.

However, if a change is made for security purposes, we can implement it without prior notice.

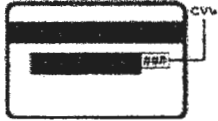
Severability. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the other provisions of this Agreement.

Governing Law. This agreement shall be governed by, and construed in accordance with the laws of the State of Utah and any actions or proceedings with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of Utah.

Arbitration. In the event of any dispute or claim relating in any way to this Agreement or services provided, the parties agree that such dispute shall be resolved by binding arbitration with the American Arbitration Association, utilizing the rules of procedure or such arbitration service. Further, any such arbitration shall take place in Utah and the laws of Utah shall apply. The decision of an arbitrator will be final subject to enforcement in a court of competent jurisdiction. This card is issued by Cache Valley Bank pursuant to a license from MasterCard International Incorporated. Rapid Financial Solutions is a registered MSP of Cache Valley Bank. MasterCard is a registered trademark of MasterCard International Incorporated.

Su clave secreta PIN es el número "7" seguido por los tres dígitos del código CVV situado en la parte posterior de la tarjeta

SU PIN
7###



- Tratar esta tarjeta como dinero en efectivo.
- Cambie su código PIN a menudo.
- Nunca escriba su código en la tarjeta.
- No diga a nadie su clave secreta.



Utilice su tarjeta en cualquiera de estos puntos:

ATENCIÓN AL CLIENTE INCLUIDO EL CAMBIO DE PIN PARA SU RELEASEPAY TARJETA DÉBITO PREPAGO.

877-592-1118

Su tarjeta está activa ahora mismo! Para funciones de tarjeta actual, por favor visite nuestra página

web www.releasepay.com

TARIFAS DE TARJETA

Servicios Gratis	Activación de Tarjeta	Sin costo
	Llamadas operacionales	Sin costo
	Cambio PIN	Sin costo
	Tasa de Débito POS (PIN y Firma)	Sin costo
	Retirada de dinero en efectivo donde se ha pagado con tarjeta	Sin costo
	Disminución de transacciones POS	Sin costo
	Transferir fondos de tarjeta al banco por medio de ACH****	Sin costo
	Retirar fondos de institución miembro principal de MasterCard	Sin costo
Mantenimiento	Mantenimiento semanal*	\$2.50
Tarifas de ATM	Consulta de Cuenta de ATM	\$1.50
	Tasas Nacionales de ATM ***	\$2.95
	Disminución de ATM para NSF	\$2.95
	Tarifas Internacionales de ATM ***	\$3.95
	Disminución de la ATM Internacional para NSF	\$3.95
Varias Tarifas	Tarifa de Inactividad**	\$2.00
	Reemplace una Tarjeta que ha sido Perdida o Robada	\$10.00
	Tarifa de Cheque	\$10.00

Véase el sitio www.releasepay.com para cualquier pregunta sobre las tarifas.

* Después de 3 días / 72 horas de emisión de la tarjeta, está comienza incurrir en costos de administración y mantenimiento de la tarjeta.

** Después de noventa (90) días de inactividad

*** Las tarifas pueden variar de acuerdo al proveedor local del ATM además de las tarifas de la tarjeta.

**** Transacciones rechazadas por mala información bancaria están sujetos a una tarifa de \$9.95 dólares.

Se permiten hasta 10 retirados por un total de \$3,500 dólares por día. En un punto de venta, se permiten hasta 10 compras por un total de \$3,500 dólares por día. Si se le solicita, seleccione la opción "Cheques" para retirar dinero en efectivo de un cajero automático.

Rehús de la tarjeta: Hay varias razones que esto podría ocurrir...

- Si en un punto de venta trata de comprar un producto que cuesta más que el valor en tarjeta, además de la cuota de POS (si procede)
- Si en un cajero automático que intenta tener acceso a sus fondos, pero aparece un mensaje de error indicando que "Los fondos no disponible" o algo similar puede significar que está intentando retirar más de lo que está disponible. Por favor tenga en cuenta que debe haber fondos suficientes para cubrir los honorarios asociados con la transacción.

Ejemplo: Ud. tiene \$42.50 en su cuenta, e intenta retirar \$40.00. Recibirá un mensaje de error. La razón es que el costo para retirar los fondos es superior a \$2.50, sin incluir el cargo por el servicio de ATM.

¿Quiere ahorrarse los cargos extra? Siga estos consejos:

- Compruebe el saldo en línea o a través del servicio al cliente antes de usar un ATM.
- Utilice su tarjeta como forma de pago en locales de comida, tienda, farmacias, o en cualquier lugar que acepte Débito MasterCard. Además, elige la opción "Cash Back" para recibir fondos sin tarifa.
- Si su tarjeta es rechazada por el cajero automático, nunca intente una y otra vez. Algunos cajeros imponen una tasa incluso por transacciones rechazadas.
- Para retirar todos los fondos sin tarifa, visite a un banco que es miembro principal de MasterCard y pide por un Cash Advance.
- Mantenga su cuenta sin costo en línea.
- Guarde este documento como una guía futura.
- Evite el rechazo de la tarjeta e asegure el código PIN sea inválido.
- El servicio prepago como el combustible suministrado por el "pago en la bomba de bencina" antes de llenar el estancque o para servicios similares tales como una habitación de hotel. Las redes de pago pueden automáticamente un alto en una cierta cantidad de los fondos disponibles para asegurar el pago. Esta retención suele tardar varias horas para ser eliminado, por lo que el titular de la tarjeta no puede acceder a sus fondos hasta que este desbloqueo.
- Utilice la opción sin costo de transferir fondos desde la tarjeta al banco por medio de ACH.

Términos y Condiciones

El uso de esta Tarjeta constituye aceptación de los Términos y Condiciones establecidos en este documento. El presente acuerdo y su declaración, cubre sus derechos, nuestros derechos y los derechos de nuestros afiliados y los representantes en relación con la elección de utilizar su Tarjeta ReleasePay Prepaid MasterCard® emitida por el Cache Valley Bank. En este Acuerdo, "Usted" o "Uds." quiere decir / las personas que han recibido la Tarjeta y están autorizadas a utilizarla según lo dispuesto en el presente contrato. El "Nosotros" se refiere a las soluciones financieras rápidas de nuestros sucesores, afiliados o cesionarios. El utilizar o autorizar a que cualquier otra persona utilice su tarjeta atiene a que el afiliado entiende y acepta los siguientes términos y condiciones:

Recepción del pago por medio de la Tarjeta. Su empresa o empleador transferirá los fondos debidos a una cuenta en común abierta en el Cache Valley Bank, miembro del FDIC. Usted puede acceder a éstos a través del uso de la Tarjeta.
Disponibilidad de Fondos. Los fondos estarán disponibles para usted una vez que su empresa/ empleador haya transferido éstos al Banco. Puede utilizar su tarjeta para acceder a los fondos en la medida en tenga cupo disponible. Ante cualquier duda puede comunicarse con nosotros al 1-877-592-1118 o www.Releasepay.com y hacer clic en el "Login" de usuario.
Sin intereses en sus fondos. Usted no recibirá ningún interés sobre los fondos.

Servicios de Tarjeta: Generalmente ofrecemos los siguientes servicios a los Titulares de Tarjeta:
 • **Cajero Automático (ATM)** Puede utilizar su tarjeta para acceder a sus transacciones en cualquier cajero automático que este asociado a las redes Pulse®, MasterCard®, y Maestro® las cuales aparecen en el reverso de su tarjeta o para informarse sobre la cantidad de cupo disponibles para usted.
 • **Tiendas comerciantes.** Usted puede utilizar su Tarjeta para comprar bienes y servicios en cualquier comercio u establecimiento que acepte tarjetas de débito MasterCard® o en las cuales aparecen las marcas asociadas.

Tasa de interés. Proporcionaremos una notificación por escrito sobre los cambios en las tarifas por lo menos treinta (30) días antes de la entrada en vigencia de dicho cambio. Si por cualquier razón no podemos comunicarnos con usted, publicaremos dichos cambios en la página web de tarjeta www.Releasepay.com. Se le considera la debida notificación de treinta días (30) después de la publicación de las emiendas.

Número de Identificación Personal (PIN). Le asignaremos un código PIN confidencial, que le permitirá identificarse cuando utilice su Tarjeta. El PIN es una medida de seguridad que actúa como su firma y que lo identifica a usted como el usuario correcto de la Tarjeta y autorizado cualquier transacción realizada a través de ésta. Es su responsabilidad no revelar su código secreto a los usuarios no autorizados de la Tarjeta y además usted asume toda la responsabilidad por cualquier y todas las transacciones realizadas por medio de ésta con el uso de su código PIN. Si usted voluntariamente da su tarjeta y/o código PIN a otra persona, usted autoriza a dicha persona a usar la tarjeta y acceder a sus fondos, y usted será responsable por el uso de su ésta.

Su clave secreta PIN es el número "7" seguido por los tres dígitos del código CVV situado en la parte posterior de la tarjeta. Cambie el código PIN con frecuencia. Nunca lo escriba su tarjeta. No lo divulgue. Nosotros nunca le pediremos su PIN.
Recibos: Usted debe recibir un ticket en el momento que utiliza su tarjeta en un cajero automático o al hacer compras a través de un comerciante minorista u otro establecimiento.

Estado de Cuenta: En virtud de la Ley de Transacción Electrónica de Fondos, usted puede solicitar periódicamente su estado de cuenta que muestran su saldo y transacciones realizadas con su tarjeta. Usted puede optar por recibir la siguiente información en forma impresa (aplica un cargo) o por vía electrónica, sin costo:

- Estados de cuenta mensuales, a menos que no existan operaciones a través de su tarjeta durante un mes en particular.
- Las modificaciones a este acuerdo, incluyendo sin limitación cualquier cambio en la Lista de servicios y honorarios del titular establecido en la misma o cualquier otro término o condición de su uso de la tarjeta, y
- Todas las otras descripciones, notificaciones y la información relacionadas con la tarjeta y las condiciones de su uso de la Tarjeta.

Nuestra responsabilidad por transferencias no autorizadas. Si su tarjeta se ha extraviado o robado o cree que alguien conoce su código PIN usted deberá notificarnos inmediatamente. Si le gustaría una tarjeta de reemplazo por los datos anteriores y/o mencionados, por favor llame al 1-877-592-1118 y habrá una cuota de \$ 10.00 hasta que le enviaremos una nueva tarjeta. Llamar por teléfono es la mejor manera de minimizar las posibles pérdidas. Usted podría perder todos sus Fondos si no nos notifica con prontitud y con extremadamente prontitud o sufriendo en el uso de su Tarjeta o Clave secreta PIN. Esta responsabilidad reducida no se aplica a las transacciones con el uso del código PIN no procesados por MasterCard. Si usted nos notifica dentro de los dos (2) días hábiles, puede perder no más de \$ 50.00 si alguien usa su Tarjeta sin su permiso.

Si usted no nos notifica dentro de dos (2) días hábiles luego de enterarse de la pérdida o robo de su tarjeta, y probamos que podríamos haber evitado que alguien utilizara su Tarjeta sin su permiso si nos hubiera notificado rápidamente, usted podría perder hasta \$ 500.00 de sus Fondos. Usted deberá notificarnos inmediatamente si en su estado de cuenta figuran transferencias o transacciones que usted no ha realizado ni autorizado.

El afiliado tiene un periodo de 60 días en los cuales debe informar de errores que tenga al comenzar la primera fecha en que accede electrónicamente la cuenta o la fecha después de la declaración, incluyendo la operación que fue entregado a usted. Así como Soluciones Financieras Rápidas no pueden realizar un seguimiento cuando los consumidores tienen acceso a sus cuentas electrónicamente, se le permitirá a los afiliados a informar de errores hasta 120 días después de la fecha de la transacción. Supuestamente o utilizado sus fondos si usted nos hubiera notificado a tiempo, no se devolverá las pérdidas por un usuario no autorizado.

Nuestra responsabilidad por transacciones incompletas. Si no completamos adecuadamente una transacción de tarjeta para usted en el tiempo y en la cantidad correcta, podremos ser responsables de sus pérdidas o daños. Sin embargo, hay algunas excepciones:

- Si por causas ajenas a la nuestra, usted no tiene fondos suficientes disponibles para completar la transacción,
- Si un cajero automático donde usted efectúa un retiro no tiene suficiente dinero en efectivo,
- Si el cajero automático donde usted está haciendo la transacción no funciona adecuadamente, y usted sabe del problema cuando inició la transacción,
- Si las circunstancias están fuera de nuestro control (tales como incendios, inundaciones o las comunicaciones o falla en la computadora) todo lo que impida la realización de la transacción, a pesar de nuestros esfuerzos.
- Si el acceso a su cuenta ha sido bloqueado después de haber informado sobre el robo o pérdida de su tarjeta.
- Si un comerciante se niega a aceptar su tarjeta;
- Si hay una retención de sus fondos en el Banco por cualquier razón;
- Si sus fondos están sujetos a un proceso legal u otro impedimento que restrinja su transferencia, o
- Si su autorización de transferencia termina por misterio de la ley.

Puede haber otras excepciones aplicables no mencionados anteriormente, pero que se pueden encontrar en otros acuerdos entre usted y nosotros.

Resolución de errores. En caso de errores o preguntas sobre transacciones de la tarjeta o si necesita información sobre un depósito que aparece en un estado de cuenta o recibo favor comuníquese lo más pronto posible con nosotros. Nos puede llamar al 1-877-592-1118 o por correspondencia de los EEUU en: **Cardholder Services**

PO Box 6425
North Logan, UT 84341

El afiliado tiene un periodo de 60 días en los cuales debe informar de errores que tenga al comenzar la primera fecha en que accede electrónicamente la cuenta o la fecha después de la declaración, incluyendo la operación que fue entregado a usted. Como no podemos realizar un seguimiento cuando los consumidores tienen acceso a sus cuentas electrónicamente, se le permitirá a los afiliados a informar de errores hasta 120 días después de la fecha de la transacción. Supuestamente por error se abonará a la cuenta de tarjeta de prepago. Cuando nos informe:

- Díganos su nombre y número de Tarjeta.
- Describa el error o la transacción que no está segura y explique lo más claramente posible por qué cree que es un error o por qué necesita más información.
- Indique la cantidad en dólares del supuesto error y dónde y cuándo se realizó la transacción. Si nos informa verbalmente, es posible que necesitamos que nos envíe su cargo o pregunta por escrito dentro de los diez (10) días hábiles.
- Dentro de los diez (10) días hábiles después de contactarlo, vamos a determinar si ocurrió un error, y si es así, lo corregiremos inmediatamente. Si necesitamos más tiempo, sin embargo, podemos tomar hasta cuarenta y cinco (45) días para investigar su reclamo o pregunta. Si decidimos hacer esto, acreditaremos su cuenta dentro de los diez (10) días hábiles por la cantidad que usted cree que es un error, para que tenga uso del dinero durante el tiempo que nos lleve completar nuestra investigación. Si lo pedimos que redacte su reclamo o pregunta por escrito y no la recibimos dentro de los diez (10) días hábiles, no podremos acreditar su cuenta.
- Le informaremos sobre los resultados dentro de tres (3) días hábiles luego de completar nuestra investigación. Si creemos que no hubo error, le enviaremos una explicación por escrito. Podremos cargar sus fondos en el Banco con la cantidad que habíamos acreditado durante nuestra investigación de su reclamo o pregunta. Puede también pedir copias de los documentos que utilizamos en nuestra investigación.
- Si una pérdida califica para el manejo bajo la Política de Cero Responsabilidad MasterCard, emitiremos un crédito provisional a su cuenta de tarjeta dentro de los cinco (5) días hábiles (en lugar de los diez (10) días hábiles estándar como se describe anteriormente. (i) la fecha en que se denunció la pérdida para nosotros, o si nosotros le solicitamos que presente su informe por escrito o si solicitamos información adicional, (ii) la fecha en que realmente recibimos tal informe por escrito o información adicional. Todos los demás términos, condiciones, limitaciones, etc. previamente discutido se aplicarán.

Transacciones en Moneda Extranjera: Cualquier compra o retiro realizado en otra moneda, se convertirán a dólares americanos de MasterCard International Incorporated, según la tasa de cambio disponibles en los mercados mayoristas adivers para la fecha de procesamiento central, que puede variar de la tasa que MasterCard recibe, o el tipo de gobierno con mandato vigente para la fecha de procesamiento central aplicable. Usted se compromete a pagar el monto convertido más cualquier cargo por dicha conversión o proceso que pueden imponerse.

Confidencialidad: Podemos divulgar información a terceros sobre el historial de transacciones de su tarjeta. Cuando sea necesario para completar transacciones.

- Con el fin de verificar la existencia y condiciones de su Tarjeta y Fondos para un tercero, como una oficina de crédito o comerciante.
- Con el fin de cumplir con la agencia gubernamental u órdenes judiciales u otros requerimientos legales de información, o
- Siempre y cuando tengamos su autorización por escrito, dentro de nuestra organización y en relación con el Banco, podemos compartir su información personal, así como información relativa al historial de transacciones de su tarjeta. Otra información que nos han dado en relación con la obtención de la Tarjeta o información que podamos recibir de otro tercero, también puede ser compartida dentro de nuestra organización, con el Banco y otras partes.

Por favor, consulte nuestra política de privacidad para obtener más información al respecto.
Días Laborables. Nuestro horario de atención es de lunes a viernes, de 8:00 am - 5:00 pm, MST, con la excepción de cualquier estado o feriados bancarios federales.

Cancelación. Usted puede cancelar su Tarjeta y este contrato en cualquier momento al notificar su a la Facilitador o poniéndose en contacto con nosotros directamente. Además, podemos cancelar este Acuerdo, la Tarjeta y los servicios relacionados en cualquier momento.

Emiendas. Podemos modificar o cambiar los términos del presente contrato en cualquier momento. Le notificaremos treinta días (30) antes de la fecha efectiva de cualquier cambio. Si no podemos comunicarnos con usted por cualquier razón, publicaremos los cambios en el sitio web de tarjeta en www.Releasepay.com. Se le considera la debida notificación de treinta días (30) después de la publicación de las emiendas. Se le invita a revisar el sitio web con regularidad para monitorear los cambios en los términos de este contrato. Sin embargo, si se realiza un cambio por razones de seguridad, podemos implementar sin aviso previo.

Divisibilidad. En el caso de que cualquier disposición de este contrato es considerada inválida, ilegal o inejecutable, dicha determinación no afectará las demás disposiciones del presente Acuerdo.

Ley aplicable. Este acuerdo se regirá y se interpretará de acuerdo con las leyes del Estado de Utah y cualquier acción o anteriores con respecto a este contrato o cualquier servicio aquí establecido deberá someterse ante un tribunal federal o estatal en el Estado de Utah. Arbitraje. En caso de cualquier disputa o reclamo relacionado de cualquier manera con el presente contrato o de los servicios prestados, las partes están de acuerdo en que esa controversia se resolverá mediante arbitraje vinculante con la Asociación Americana de Arbitraje, utilizando las reglas de procedimiento o como servicio de arbitraje. Además, cualquier tipo de disputa se llevará a cabo en Utah, y se aplicarán las leyes de Utah. La decisión del los jueces será definitiva y estará sujeta al cumplimiento de un tribunal de jurisdicción competente.

Boone County Purchasing



Jacob M. Garrett
Buyer

613 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390
E-mail: JGarrett@boonecountymo.org

July 22, 2016

CBM Managed Services
Attn: Marlin Sejnoha
500 East 52nd Street North
Sioux Falls, South Dakota 57104

E-mail: Marlin.Sejnoha@CBMManagedServices.com

RE: Clarification / Best & Final Offer #1 to *02-25MAY16 – Detainee Commissary Services for the Boone County Jail*

Dear Mr. Sejnoha:

In accordance with section 8.2.1. of RFP number *02-25MAY16 – Detainee Commissary Services for the Boone County Jail*, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with your firm.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

As a result of this request for Clarification / Best and Final Offer #1, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request **may be** your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

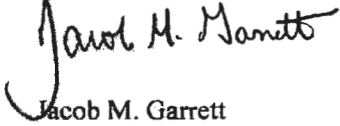
You are requested to provide written response to this BAFO by **10:00 a.m. Thursday July 28th, 2016** by e-mail to JGarrett@boonecountymo.org.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process.

Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4393 or e-mail JGarrett@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,

A handwritten signature in black ink that reads "Jacob M. Garrett". The signature is written in a cursive style with a large initial "J".

Jacob M. Garrett
Buyer

cc: Evaluation Team
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #1

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: Clarification / Best & Final Offer #1 to 02-25MAY16 – Detainee Commissary Services for the Boone County Jail

CLARIFICATION / BEST AND FINAL OFFER FORM #1

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted in writing on or before **10:00 a.m. July 28th, 2016** by e-mail.

CLARIFICATION – please provide a response to the following requests.

1. Per paragraph 1.1. c. of the Request for Proposal, “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 who requests it”. Your proposal response included a confidentiality statement. To be considered a responsive proposal response; please acknowledge that you understand that your proposal response will become part of public record at time of contract execution or when all proposal responses have been rejected. If this is not acceptable, please advise if you wish for your proposal responses to be returned at your expense or destroyed at the County. If returned or destroyed, your response will not be considered for award, and the following questions do not need to be answered.
2. On page 53 it states CBM will hire an on-site full time commissary manager. Explain the daily role/expectations of the commissary manager and where this person would be housed? What equipment is needed for this commissary manager?
3. What are the requirements needed for the kiosk such as wiring and electric?
4. It seems that CBM offers 3 levels of Commissary. Commissary Proposal, Enhanced Commissary offerings, and Deluxe Commissary Offerings. Which one are you offering for this Request for Proposal? Outline fees and options for each level.
5. Installation and training will take place within 30 days after receipt of notice to proceed. The evaluation team feels like this might be rushing things. Can more time be allowed for both training and installation?
6. On the Inmate Release Debit Cards it states that these cards are issued with no fees for the first 24 hours. What fees occur after 24 hours? Provide a breakdown of the fees.
7. On page 34 CBM states that Lockdown provides multiple bank accounts and can pull from different ones. Can this feature be turned off?
8. How are new detainees built into the system? Are they auto populated from the current JMS System?
9. **References:** Please provide a list of five government agencies/municipalities (preferably County 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.

10. On page 26 under Automated Phone Ordering & Debit Calling it states that Inmates will order by phone. On page 39 under Deluxe Commissary Offerings it states that commissary orders can be placed on the kiosk . Are both options available to the inmate or is it one or the other?
11. Section 5.9. Offerors shall provide a list of the hardware and wiring installation requirement specifications.
12. How do the wireless tablets access the software?

In compliance with this BAFO request, 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 the RFP and this BAFO request and is authorized to contract on behalf of the firm. **Note:** This form must be signed.

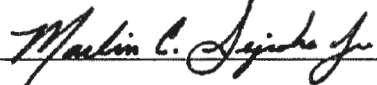
Company Name: Catering by Marlin's, Inc. dba CBM Managed Services

Address: 500 East 52nd Street North
Sioux Falls, South Dakota 57104

Telephone: (605) 335-0825 Fax: (605) 444-5099

Federal Tax ID (or Social Security #): 91-1827040

Print Name: Marlin C. Sejnoha, Jr. Title: President & CEO

Signature:  Date: July 27, 2016

E-mail: Marlin.Sejnoha@CBMManagedServices.com



July 27, 2016

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

Re: Clarification/Best & Final Offer #1 to RFP #02-25May16 Detainee Commissary Services for the Boone County Jail

Mr. Garrett,

CBM Managed Services is honored to submit the following Clarifications/Best & Finals Offer #1 to RFP #02-25May16 Detainee Commissary Services for the Boone County Jail.

1. Per paragraph 1.1.c of the Request for Proposal, "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 who requests it." Your proposal included a confidentiality statement. To be considered a responsive proposal response; please acknowledge that you understand that your proposal response will become part of public record at the time of contract execution or when all proposal responses have been rejected. If this is not acceptable, please advise if you wish for your proposal responses to be returned at your expense or destroyed by the County. If returned or destroyed, your response will not be considered for award, and the following questions do not need to be answered.

CBM Managed Services has read and acknowledges that our proposal for RFP#02-25May16 Detainee Commissary Services will become part of public record at time of contract execution or when all proposal responses have been rejected.

2. On page 53 it states CBM will hire an on-site full time commissary manager. Explain the daily role/expectations of the commissary manager and where this person would be housed? What equipment is needed for this commissary manager?

In several CBM facilities where CBM provides both food and commissary services, we have successfully cross-trained a current onsite employee to oversee the day to day commissary operations. Responsibilities will include overseeing the weekly handout, issuing credits, maintenance on kiosks, etc. CBM will also provide 2 extra kiosks at Boone County to ensure that there is no down time from the kiosks. There will also be a regional district manager and corporate support available at any time throughout the duration of the commissary contract.

3. What are the requirements needed for the kiosk such as wiring and electric?

The Lobby ATM Kiosk will require a power source and a Cat5 or Cat6 Internet cable connection. The inmate wall kiosks have the capability to operate Power over Ethernet, so no direct power source is necessary in the inmate housing units. A Power over Ethernet 24 port switch will need to be provided to operate the 22 kiosks required in this RFP. Cat6 wiring would be preferred to run to the inmate housing units for higher internet speeds.



4. It seems that CBM offers 3 levels of Commissary. Commissary Proposal, Enhanced Commissary Offerings, and Deluxe Commissary Offerings. Which one are you offering for this Request for Proposal? Outline fees and options for each level.

CBM Managed Services' Commissary Program is highly customizable and our proposal has included all the features that we can offer Boone County. Since CBM offers such a wide array of technology and service products, we feel that it would be in the County's best interest to allow CBM the opportunity to provide a live presentation for your evaluation team. This would give Boone County the ability to customize a program that best fits the Commissary needs of Boone County. There are no fees associated with any commissary features that Boone County would be responsible for. Inmate usage fees may apply for items such as inmate emails, tablet rentals, etc.

5. Installation and training will take place within 30 days after receipt of notice to proceed. The evaluation team feels like this might be rushing things. Can more time be allowed for both training and installation?

Yes. CBM Managed Services will work with Boone County to build an implementation plan that works best for both parties.

6. On the Inmate Release Debit Cards it states that these cards are issued with no fees for the first 24 hours. What fees occur after 24 hours? Provide a breakdown of fees.

Rapid Financial Solutions has recently changed the fee structure to allow 72 hours with no fees to the release inmate. Please see the attached Inmate Release Card Fees for more details describing the program.

7. On page 34 CBM states that Lockdown provides multiple bank accounts and can pull from different ones. Can this feature be turned off?

Yes, this feature can be turned off. The Lockdown™ banking software is highly customizable and CBM will make every effort to build the system to precisely fit the needs of Boone County.

8. How are new detainees built into the system? Are they auto populated from the current JMS System?
CBM Managed Services will provide a seamless integration with SunGard. The interface will update every 2-3 minutes, so when an officer enters a new detainee into SunGard Jail Management Software, it will automatically open the inmates' account into the Lockdown™ Inmate Banking System. When inmates are moved to different housing locations, the SunGard interface will update housing locations in Lockdown™ and when an inmate account is closed in SunGard, the account closes in Lockdown™. These features are very helpful, time saving and prevents correctional officers from double entry of the same inmate.

9. **References:** Please provide a list of five government agencies/municipalities (preferably County 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.

Please see the attached references. CBM Managed Services would like to invite the Boone County evaluation team for this RFP to tour our fulfillment center in Sioux Falls, South Dakota, as well as visit CBM Commissary clients to evaluate the software that is currently implemented for operation.



10. On page 26 under Automate Phone Ordering & Debit Calling it states that Inmates will order by phone. On page 39 under Deluxe Commissary Offerings it states that commissary orders can be places on the kiosk. Are both options available to the inmate or is it one or the other?

Yes, both options are available to the inmate. At most of CBM Commissary installations we turn on both commissary ordering by kiosk and inmate phone. The majority of inmates will order commissary from the kiosks, however we offer both ordering systems since there are some jails that do not want a high risk inmate to have access to a kiosk, but the inmate will still be able to order their commissary items using the inmate phone system. Another reason is that some inmates prefer phone ordering, because it is more private than the kiosks and prevents other inmates from trying to view what is being ordered.

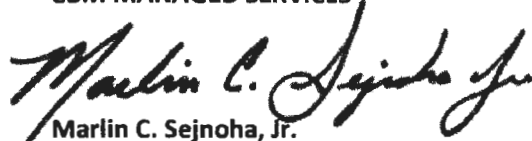
11. Section 5.9. Offerors shall provide a list of the hardware and wiring installation requirement specifications.

Please see the attached list of Lockdown™ Server, Client and other Equipment Requirements & Information. We have also attached Lockdown™ Products and Network Port Requirements.

12. How do the wireless tablets access the software?

The Lockdown™ Software is pre-loaded onto each table before installation to your facility. A wireless router with Internet connectivity will need to be installed in the inmate housing locations. If Boone County wishes to us InTouch Inmate Tables, it would be highly recommended that we meet with Boone County IT department to discuss wireless Internet capabilities within the jail facility.

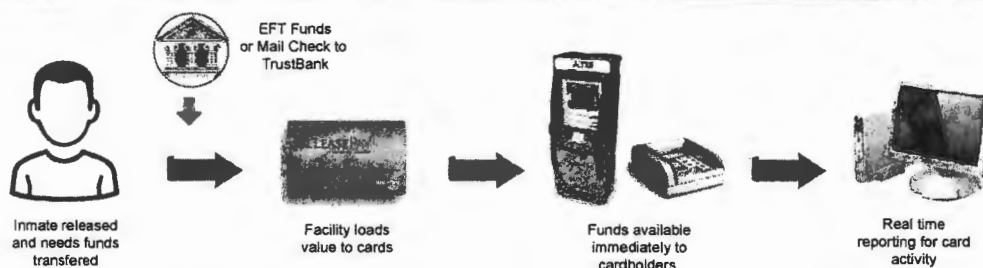
On behalf of the CBM Team,
CBM MANAGED SERVICES



Marlin C. Sejnoha, Jr.
President and CEO

CBM Managed Services
500 East 52nd Street North
Sioux Falls, SD 57104
(605) 335-0825 Office
(605) 310-4950 Cell
(605) 444-5046 Fax
Marlin.Sejnoha@CBMManagedServices.com

RELEASE PAY



A Prepaid Debit Card that Works Better than Cash! Money Management Made Easy

The ReleasePay card allows you instant access to your funds from most ATMs and in any stores where Debit Master Card is accepted. You get the convenience of 24/7 access to your account in a secure, real-time environment.

ADMINISTRATORS

Features:

- Cards Can be Loaded Right in Your Office
- Able to Reverse Funds on Cards
- 24/7 Online Tracking of Cards
- Online Monitoring of All Transactions
- Eliminates Check Writing
- Eliminates Trips to the Bank
- Eliminates Lost or Stolen Cards
- Unlimited Debit Card Loads
- Eliminates Mailing Time and Postage

Benefits:

- Able to Track Spending on All Cards
- 24/7 Access to All Card Account Information
- Protects Your Financial Information
- Saves You Time and Money
- Instant Access to Funds
- Lost Cards Can be Easily Replaced
- Able to Load or Reverse Funds 24/7
- Eliminates Trips to Bank and Post Office

CARD HOLDERS

Features:

- Eliminates Check Cashing
- Eliminates Mail Transit
- Eliminates Lost or Stolen Checks
- Easy Access to All Card Information
- Lost Cards Easily Replaced
- 24/7 Online Tracking of Purchases & Deposits
- Can Check Card Balance Online
- Cards Can Be Used Anywhere

Benefits:

- No Trips to Bank or Post Office
- Online Tracking of Transactions and Balances
- Protects Your Personal Information
- Saves You Time and Money
- Instant Access to Funds
- Lost or Stolen Cards Replaced Easily
- Option of Personalized or Non Personalized Card



www.rpdfin.com

ReleasePay.com

ReleasePay

Inmate Release Card Fees

For current card features and functions, please visit:

www.releasepay.com

<u>CARD FEES</u>		
FREE Services	Card Activation Fee	FREE
	Support Calls Fee	FREE
	PIN Change Fee	FREE
	Point of Sale (POS) Transactions (PIN & Signature)	FREE
	Cash Back Option with POS purchase	FREE
	POS Declines	FREE
	Card to Bank ACH Transfer****	FREE
	Cash Out at Principal MasterCard Member Institution	FREE
Maintenance	Weekly Maintenance Fee*	\$2.50*
ATM Fees	ATM Account Inquiry Fee	\$1.50
	Domestic ATM Fees***	\$2.95
	ATM Decline for Non-Sufficient Funds Fee	\$2.95
	International ATM Fees***	\$3.95
	ATM Decline International Fee	\$3.95
Other Fees	Inactivity Fee**	\$2.00
	Replacement of lost or stolen card	\$10.00
	Account Closure Fee/Request for Balance by Check	\$10.00

Further clarification on any fees can be found in the FAQ section at www.releasepay.com

* Weekly Maintenance Fee is charged after 72 hours (3 days) of the card being loaded if there are still funds on the card.

**After 90 days of no activity.

***Fees may also be imposed by the local ATM provider in addition to card fees.

****Returned or rejected ACH transfers for invalid banking information are subject to a \$25.00 returned processing fee.

Questions please contact Stuart Long at stuart@rpdfin.com or 843-814-6985

References

Sheriff Kelly Herzet

Butler County Adult Detention Center
701 South Stone Road
El Dorado, Kansas 67042
(316) 320-7766
Inmate Food & Commissary Services
Number of Inmates: 250
Contract Start Date: 2009
kherzet@bucoks.com

Sheriff Darren Chambers

Sumner County Detention Facility
610 East Hillside Road
Wellington, Kansas 67152
(620) 326-8941
Inmate Food & Commissary Services
Number of Inmates: 160
Contract Start Date: 2006
dchambers@co.sumner.ks.us

Sheriff Mike Milstead

Minnehaha County Sheriff's Office
Law Enforcement Center
320 West 4th Street
Sioux Falls, South Dakota 57104
(605) 367-4300
Inmate Food & Commissary Services
Number of Inmates: 650
Contract Start Date: 1997
mmilstead@minnehahacounty.org

References

Sheriff Kevin Thom
ACA Accredited

Pennington County Sheriff's Office
307 St. Joseph Street
Rapid City, South Dakota 57701
(605) 394-6116
Inmate Food & Commissary Services
Number of Inmates: 760
Contract Start Date: 2002
Kevin.thom@pennco.org

Captain John Perry

Elkhart County Sheriff's Office
Law Enforcement & Corrections Complex
26861 County Road 26
Elkhart, Indiana 46517
(574) 891-2151
Inmate Food & Commissary Services
Number of Inmates: 650
Contract Start Date: 2014
jperry@elkhartcountysheriff.com

Lockdown Server, Client and other Equipment Requirements & Information

Server

Hosts the database and main program files and runs services that process interface information (JMS, Phone Company, pod kiosks, commissary orders, etc.)

Can either be a Physical Machine or Virtual Machine

Minimum Requirements:

Dual Core Processor 1.5 GHz
Windows XP or higher
100 GB Hard drive space
2 GB RAM

Recommended:

Quad Core Processor 2 GHz+
Windows 7 / Server 2008 or higher
250 GB+ Hard drive space
4 GB RAM

Clients

Client software will be installed on each machine the program will be accessed from:

- Connect directly to the SQL database on the server
- Needs access to a shared folder on the server and ATM
- Needs access to our secure server (secure.jailatm.com) for releasing debit cards
- Needs at least 3 USB ports available if using the Booking Manager, 4 USB ports if using a card swipe as well.

Lobby Kiosk / ATM

Used to add money to an inmate's account or pay their bond (if enabled)

- Connect directly to the SQL database on the server
- Needs access to our secure server (secure.jailatm.com) for credit card processing
- Needs power and internet access

Booking Manager

Used to input an inmate's money at booking

- Installs via two USB cables to a client machine.
- Two services need to be installed for functionality, may need to be ran as admin

Pod Kiosks

Used by inmates to order commissary, send email & grievances, etc.

- Connects to our webserver @ deposits.jailatm.com - communicates back to the lockdown server through this website.
- Needs power and internet access

Lockdown Products and Network Ports

Description

This is a brief list of the ports required for the correct functionality of the products that are offered. These ports all represent out-bound connections from the components for which the ports are listed— no connection will ever be initiated from outside of the facility's network. Facilities will also need to insure that all the following ports / services are not going to be blocked by their web filters.

Lockdown Resident Banking Software

Installation and Upgrade File Downloads:

- Allows the downloading of Tech Friends installation, upgrade, and service files.
 - <http://www.mytechfriends.com>

Lockdown Clients to Lockdown Database Server:

- SQL Server
 - TCP 1701, UDP 1434 (both of these ports are dependent on SQL configuration)

Lockdown Clients to Lockdown Application Server:

- File Sharing (if shares are being used)
 - TCP 139, 445
 - UDP 137, 138
- Graph-On Requires TCP port 491, 80, 8080 & 443 to the appropriate server

Lockdown Clients to Local Computer (Automatic Upgrade Capabilities):

- All Users have Read/Write permissions to Program Files/Lockdown directory.

If interfacing with a commissary company

Lockdown Clients/Server to Internet:

- Web Service Transfer to Commissary Company TCP
 - 80 to <http://jailatm.com>

If allowing client-initiated remote access to the facility

Lockdown Clients to Internet:

- Access to Screen Connect Support Portal
 - TCP 80, 8040, 8041 to <http://support.mytechfriends.com> Access
- to LogMeInRescue
 - TCP 80, 443 to [http\(s\)://logmeinrescue.com](http(s)://logmeinrescue.com)
 - TCP 80, 443 to [http\(s\)://logmein123.com](http(s)://logmein123.com)

If using Video Visitation

Lockdown Investigative Clients to Internet:

- Access to Investigative Modules
 - TCP Ports 80, 443 to [http\(s\)://deposits.jailatm.com](http(s)://deposits.jailatm.com)
- Access to recorded video visitations / ongoing video visitations
 - TCP Ports 1935 to fms1.mytechfriends.com, internal media server (if applicable) TCP
 - Ports 1935 to fms2.mytechfriends.com, internal media server (if applicable)

Lockdown Commissary Phone System

Lockdown Application Server to Internet:

- Connection to Phone Server (allows real-time ordering) TCP
 - Port 80, 8080, or 51001 to Phone System IP

Lockdown Application Server to Lockdown Database Server

- SQL Server
 - TCP 1701, UDP 1434 (both of these ports are dependent on SQL configuration)

If Phone Time Is Used

Lockdown Application Server to Lockdown Application Server File

- Sharing (if shares are being used)
 - TCP/UDP 135, 138, 139, 445

JailATM Lobby Kiosks

Lobby Kiosks to Lockdown Database Server

- SQL Server
 - TCP 1701, UDP 1434 (both of these ports are dependent on SQL configuration)

Lockdown Clients to Lobby Kiosks

- File Sharing (allows stopping/starting of Kiosk)
 - TCP/UDP 135, 138, 139, 445

Lobby Kiosks to Internet

- Connection to authorization processing
 - TCP 443 to <https://deposits.jailatm.com> (191.238.11.133) Access to
- Screen Connect Support Portal
 - TCP 80, 8040, 8041 to <http://support.mytechfriends.com> (23.102.154.40)

If using Credit Cards

- Connection to secure Credit Card Processing service TCP 443
 - to <https://jailatm.com> (173.236.4.6)
 - TCP 443 to <https://secure.jailatm.com> (199.204.137.83)

Inpod Resident Kiosks

Kiosk to Internet

- Connection to Web Server
 - TCP 80, 443, 3128 and 8080 to <http://deposits.jailatm.com> (Communication to Web Server)
 - TCP 80, 8040, 8041 to <http://support.mytechfriends.com> (Remote Access ScreenConnect)
- Connection to external RMTP Server (allows external video conferencing) TCP Port
 - 1935 to fms1.mytechfriends.com
 - TCP Port 1935 to fms2.mytechfriends.com
- Connection to internal RMTP server (allows internal video conferencing) TCP
 - Port 1935 to media server internally
- Connection to Facial Detection server
 - TCP port 80, 443 to facedetect.jailatm.com (new IP 137.117.45.251 going live soon) Connection to
- CDN (Content Delivery Network) machine
 - TCP port 80, 443 to cdn.jailatm.com (IP 40.114.52.128) Bandwidth
- Requirements
 - External video calls: 300 kbps up & down Internal
 - video calls: 1 mbps up & down

Lockdown Application Server to Internet:

- Connection to Web Server (allows real-time ordering) TCP
 - Port 8080 to deposits.jailatm.com

Officer Clients to Internet

- Connection to Web Server
 - TCP 80, 443 and 8080 to <http://deposits.jailatm.com> (Communication to Web Server) Connection to
- external RMTP Server (allows external video conferencing)
 - TCP Port 1935 to fms1.mytechfriends.com

- TCP Port 1935 to fms2.mytechfriends.com
- Connection to internal RMTP server (allows internal video conferencing) TCP
 - Port 1935 to media server internally
- Connection to CDN (Content Delivery Network) machine
 - TCP port 80, 443 to cdn.jailatm.com (IP 40.114.52.128) Bandwidth
- Requirements (for video call monitoring)
 - External video calls: 600 kbps down Internal
 - video calls: 2 mbps down

Lockdown Credit Cards

Lockdown Clients (using Credit Cards) to Internet

- Connection to secure Credit Card Processing service TCP 443
 - to https://jailatm.com
 - TCP 443 to https://secure.jailatm.com

If accepting ACH deposits

Lockdown Application Server to Internet ACH

- Batch Transfer download
 - (If using FTP) TCP 21 and data ports 50000-50100 to jailatm.com
 - (If using FTPS) TCP 21 to secure.inmate.me and data ports 50000-50100 to deposits.jailatm.com

Web Deposits

Lockdown Application Server to Internet

- Access to Deposit Interface Files and Upload of Resident data to accept deposits (If
 - using FTP) TCP 21 and data ports 50000-50100 to deposits.jailatm.com
 - (If using FTPS) TCP 21 to secure.inmate.me and data ports 50000-50100 to deposits.jailatm.com

Lockdown Debit Cards

Lockdown Clients (using Debit Card releases or voids) to Internet:

- Access to Secure Debit Release Processing server TCP
 - 443 to https://secure.jailatm.com

Lockdown Application Server to Internet:

- Access to Debit Release Reconciliation reports
 - (If using FTP) TCP 21 to jailatm.com and data ports 50000-50100 to deposits.jailatm.com
 - (If using FTPS) TCP 21 to secure.inmate.me and data ports 50000-50100 to deposits.jailatm.com

TF Tablet Routers (TP-Link)

To allow remote management of the TP Link Routes (used mainly for our tablets):

- Need the following ports open to allow remote management of routers: TCP
 - 80 and 443 to tftablet.cloudapp.net
 - UDP 5016 to/from tftablet.cloudapp.net

Tablet Kiosks

Kiosk to Internet requirements plus

Access to deposits.jailatm.com:

- Need the following port open to allow music to be played on the tablet: TCP
 - 8000 to deposits.jailatm.com

Graphon Network Use Overhead

Graphon Network Usage

- Average Upload 520 bits per second Average
- Download 5200 bits per second

Melinda Bobbitt

From: Matt DeRoche <Matt.DeRoche@cbmmanagedservices.com>
Sent: Monday, June 05, 2017 10:44 AM
To: Melinda Bobbitt
Subject: RE: contract with Boone County

Hello Melinda,

Hope you had a good weekend.

At this time we can offer free tablet rentals to inmates for an incentive program. The way it would have to work is Boone County would have to email CBM a list of inmates that should receive a free 24 hour gold pass. We will then approve the inmate access to the tablets.

At this time we have no way of offering free emails.

I'm fine with the sentence regarding the JMS fee of \$5000.00

Let me know if you have additional questions.

Matt

From: Melinda Bobbitt [mailto:MBobbitt@boonecountymo.org]
Sent: Monday, June 05, 2017 9:09 AM
To: Matt DeRoche <Matt.DeRoche@cbmmanagedservices.com>
Cc: Gary German <GGerman@boonecountymo.org>; Keith Hoskins <KHoskins@boonecountymo.org>
Subject: RE: contract with Boone County

Matt,

Regarding my e-mail below, we do not plan to put the tablets with charging stations in the kitchen. But we do want to know about the free tablet time or e-mails, what incentives you were willing to provide to the County.

Also, is this sentence correct?

Contractor shall pay for integrating the JMS Software for a shared environment of \$20,000.

Thanks,
Melinda Bobbitt, CPPO, CPPB
Director of Purchasing
613 E. Ash Street, Room 110
Columbia, MO 65201

E-mail: mbobbitt@boonecountymo.org
Phone: (573) 886-4391
Fax: (573) 886-4390

Trusted, Relationship-Driven Provider of Quality
Managed Services



Boone County, Missouri
RFP #02-25MAY16 Detainee
Commissary Services



CBM Managed Services

500 East 52nd Street North

Sioux Falls, SD 57104

605.335.0825

www.cbmmanagedservices.com

COPY



May 25, 2016

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

Re: RFP #02-25May16 Detainee Commissary Services

Mr. Garrett,

CBM Managed Services is honored to submit the following proposal to Boone County. We have included information regarding our approach to working with you to meet and exceed your expectations.

CBM Managed Services has been providing food and commissary services to city, county, regional, state and federal correctional facilities for the past 27 years. CBM believes in maintaining a personal relationship with our clients. We offer the resources of a national management services company with the personalized attention and support of a local company.

CBM has thoroughly reviewed the scope of work/services in this RFP and feel that our company can meet all the mandatory requirements necessary for this project. CBM has no exceptions to the RFP.

As part of our proposal, we are proud to offer:

- The most user friendly inmate banking software in the commissary industry.
- Seamless integration with SunGard and Securus.
- Inmate Touchscreen Kiosks.
- Competitive commission structures.
- CBM Staff will deliver all commissary orders to inmates.
- Trained professional staff and leadership.

We welcome the opportunity to further explain and clarify our proposal as well as make adjustments to our commissary program to ensure that we meet your commissary program needs. Should you have questions regarding CBM's proposal, please contact me directly.

On behalf of the CBM Team,
CBM MANAGED SERVICES

A handwritten signature in black ink that reads 'Matt DeRoche'.

Matt DeRoche
Director of Commissary Sales & Technology

(605) 335-0825 Office
(605) 321-7117 Cell
(605) 977-1836 Fax
Matt.DeRoche@CBMManagedServices.com

CBM Managed Services • 500 East 52nd Street North • Sioux Falls, SD 57104
Phone (605) 335-0825 • Fax (605) 977-1836
www.cbmmanagementservices.com



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: Catering by Marlin's, Inc. dba CBM Managed Services

Address: 500 East 52nd Street North
Sioux Falls, South Dakota 57104

Telephone: (605) 335-0825 Fax: (605) 444-5099

Federal Tax ID (or Social Security #): 91-1827040

Print Name: Marlin C. Sejnoha, Jr. Title: President & CEO

Signature: *Marlin C. Sejnoha Jr.* Date: May 27, 2016

E-Mail Address: Marlin.Sejnoha@CBMManagedServices.com

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.

All installation and hardware will be prvided at no cost to Boone County

9.2. Provide your percentage mark-up from cost on commissary items for the Detainees. CBM takes several factors into consideration when calculating a percentage mark-up. Example: labor, freight charges, cost of goods, commission paid to County, etc.

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

Industry standard CPI over the past 5 years has been about 2.5%

9.4. Provide percentage of commission provided to Boone County and describe what Commissary items the county receives commission. 28% Commission

Net Sales is defined as Total Gross Sales minus sales tax, postal products, credits and any other items sold at no mark-up or at cost.

- 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: Matt DeRoche

Organization: CBM Managed Services

Address: 500 East 52nd Street North, Sioux Falls, South Dakota 57104

E-mail: Matt.DeRoche@CBMManagedServices.com

Phone Number: (605) 321-7117

Fax: (605) 977-1836

- 9.7. Installation of kiosk and training shall be provided 30 calendar days after receipt of notice to proceed.
- 9.8. What is your response time to filling the vending machines on a short notice?
CBM Managed Services would proposed to sub-contract out the vending portion of the contract
- 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.
No cost to Boone County
- 9.10. Describe your resolution for downtime or mechanical issues to kiosk machines.
CBM will provide 2 additional kiosks at all times to quickly exchanged with any kiosk with issues.
- 9.11. Do you have downtime for system maintenance? How is this handled?
**No - All system maintenance is automatic and will require no assistance from Boone County
 CBM will handle all system upgrades.**

Statement of Pricing & Costs

CBM Managed Services will comply with all Federal and State laws, pay all applicable taxes and will hold the client harmless as a result of any violation throughout the life of the agreement. In addition, CBM Managed Services agrees to maintain a fair pricing structure for all commissary goods sold.

CBM Managed Services offers Boone County Sheriff Office:

28% Commissary Commission

1 Booking Manager

1 Lobby ATM for deposit services

22 Inmate Pod Kiosks

2 Credit Card Reader for Inmate Debit Card Release

Lockdown™ Inmate Banking Software at No Cost to Boone County

Net Sales is defined as Total Gross Sales minus sales tax, postal products, credits and any other items sold at no mark-up or at cost.

Commissions will be paid in accordance to the RFP requirements throughout the duration of the contract.



BOONE COUNTY, MISSOURI
Request for Proposal #02-25MAY16 – Detainee Commissary Services

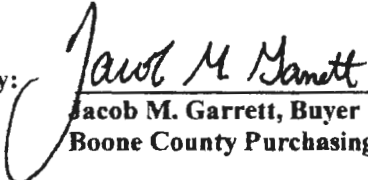
ADDENDUM # 1 - Issued May 17, 2016

This addendum is issued in accordance with the RFP Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **MUST be acknowledged** and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

CHANGE Proposal Submission and Proposal Opening date and time to:

Day/Date: Wednesday, June 1st, 2016
Time: 1:30 p.m. central time

By: 
Jacob M. Garrett, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal #02-25MAY16 – *Detainee Commissary Services*, receipt of which is hereby acknowledged:

Company Name: Catering by Marlin's, Inc. dba CBM Managed Services

Address: 500 East 52nd Street North, Sioux Falls, South Dakota 57104

Phone Number: (605) 335-0825 Fax Number: (605) 444-5099

E-mail: Marlin.Sejnoha@CBMManagedServices.com

Authorized Representative Signature:  Date: May 27, 2016

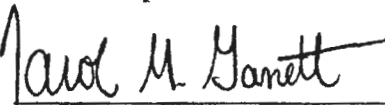
Authorized Representative Printed Name: Marlin C. Sejnoha, Jr. - President & CEO

this information, due to the fact that this information will be shared with other companies bidding on this contract.

Request noted.

34. Would the county be interested in allowing inmates to order twice per week (instead of once)?

Yes. Could be an option in the future at some point.

By: 
Jacob M. Garrett, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Proposal #02-25MAY16 – *Detainee Commissary Services*, receipt of which is hereby acknowledged:

Company Name: Catering by Marlin's, Inc. dba CBM Managed Services

Address: 500 East 52nd Street North, Sioux Falls, South Dakota 57104

Phone Number: (605) 335-0825

Fax Number: (605) 444-5099

E-mail: Marlin.Sejnoha@CBMManagedServices.com

Authorized Representative Signature: 

Date: May 27, 2016

Authorized Representative Printed Name: Marlin C. Sejnoha, Jr. - President & CEO

Company ID Number: 605649

E-VERIFY

CORPORATE COMPANY

**If you have any questions, contact E-Verify at
888-464-4218.**

INFORMATION REQUIRED FOR E-VERIFY	
Information relating to your Company:	
Company Name:	<u>Catering By Marlins</u>
Company Facility Address:	<u>500 E 52nd St North</u> <u>Sioux Falls, SD 57104</u>
County or Parish:	<u>MINNEHAHA</u>

Information relating to the Corporate Administrator(s) for your Company on policy questions or operational problems:

Name:	Amber J Garry	Fax Number:	(605) 271 - 5440
Telephone Number:	(605) 444 - 5013		
E-mail Address:	amber@cbmfoodservice.com		

**** If additional information is required, we will provide it upon request**

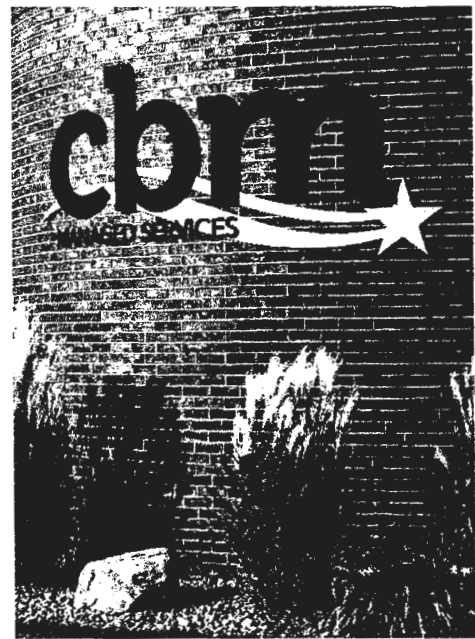
Commissary Corporate Overview

CBM Managed Services is an industry leading national provider of commissary service and technology and correctional food service for juvenile, city, county, regional, state and federal correctional facilities, school nutrition, and retail services since 2002. CBM's Commissary Program is one of the most comprehensive and advanced programs in the country. We understand that every facility is unique. We adapt our program to precisely fit each client's needs. CBM will provide solutions that will streamline daily operations and increase revenue.

CBM Managed Services currently operates in over 250 sites in 30 states with a team of 1,360 dedicated professionals. Our commissary clients range from small facilities to facilities with over 3,600 residents.

CBM's advanced technology program includes:

- Industry Leading Software
- Phone Ordering
- Debit Calling
- Debit Release
- Booking Managers
- Customizable Kiosk Options
- Handheld InTouch Tablets
- Online Deposit Services
- Customizable Value-Added Services
- 24/7/365 Customer Support



We realize that, along with adaptability, product selection and advanced technology, developing a successful commissary program requires a strong emphasis on customer service. CBM strives to foster meaningful and consistent communication with our clients in order to ensure their commissary program is the finest and most comprehensive available.

CBM Managed Services prides itself on being large enough to serve yet small enough to care and maintains a face to the company. Marlin Sejnoha, Jr., President & CEO is available to you anytime.

Corporate Profile

Corporate Address: CBM Managed Services
500 East 52nd Street North
Sioux Falls, South Dakota 57104

Telephone Number: (605) 335-0825

Fax Number: (605) 977-1836

Corporate e-mail: Marlin.Sejnoha@CBMManagedServices.com

Legal Status: Corporation

State of Incorporation: South Dakota (1997)

States of Operation: AL, AR, CO, ID, IL, IN, IA, KS, KY, LA, MD, MI, MN, MS, MO, MT, NE, NJ, NM, NC, ND, OH, PA, SD, TN, TX, UT, VA, WI, WY

Federal Tax ID Number: 91-1827040

DUNS Number: 009810594

Number of Employees: 1,260

President & CEO: Marlin C. Sejnoha, Jr.
500 East 52nd Street North
Sioux Falls, South Dakota 57104
(605) 335-0825
Marlin.Sejnoha@CBMManagedServices.com

Owners & Principals

NAME AND ADDRESS OF OPERATING COMPANY:

Catering by Marlin's, Inc. dba CBM Managed Services
500 East 52nd Street North
Sioux Falls, South Dakota 57104

PRINCIPAL CORPORATE OFFICERS:

President (Chief Executive Officer).....	Marlin C. Sejnoha, Jr.
Vice President.....	Shane V. Sejnoha
Secretary / Treasurer.....	Dustin L. Sejnoha
Chief Financial Officer.....	Darrell E. Leenderts

PRINCIPAL STOCKHOLDERS

Marlin C. Sejnoha, Jr.
48061 Iverson Crossing
Brandon, South Dakota 57110

Shane V. Sejnoha
2308 South 4th Avenue
Sioux Falls, South Dakota 57105

Stephanie L. Richter
209 North Duluth Avenue
Sioux Falls, South Dakota 57104

Dustin L. Sejnoha
2809 W. Brandywine Circle
Sioux Falls, South Dakota 57108

Valerie A. Headlee
47163 S Clubhouse Rd.
Sioux Falls, South Dakota 57108

Amber J. Garry
610 Par-Tee Drive
Hartford, South Dakota 57033



State of South Dakota



OFFICE OF THE SECRETARY OF STATE Certificate of Existence Domestic Corporation

ORGANIZATIONAL ID# DB038683

I, **Shantel Krebs**, Secretary of State of the State of South Dakota, do hereby certify that **CATERING BY MARLIN'S INC.** was duly incorporated under the laws of this state on June 12, 1997 for a perpetual term of existence.

I, further certify that said corporation has complied with the laws of this State relative to the formation of corporations of its kind and is now a regularly and properly organized and existing corporation under the laws of this State and is in good standing, as shown by the records of this office. The annual report required by law has been filed with our office and articles of dissolution have not been filed.

This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the corporation's financial condition or business activities and practices. Such information is not available from this office.

Validation Number: 1682706358
Use this number to verify the certificate as legitimate via the South Dakota Secretary of State website: sdsos.gov

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this March 23, 2016.



Shantel Krebs

Shantel Krebs
Secretary of State

Certificate ID: 25900



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/6/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fischer, Rounds - Sioux Falls 1101 W Russell St Sioux Falls SD 57104	CONTACT NAME: Selda Baumberger, CIC, CISR
	PHONE (A/C, No, Ext): 605-274-9943 FAX (A/C, No): 605-274-9034 E-MAIL ADDRESS: sbaumberger@fischerrounds.com
INSURER(S) AFFORDING COVERAGE	
INSURED CBMMA-1	INSURER A: Travelers Insurance Company NAIC # 39357
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 362332800 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	Y	Y	6607E317849	7/26/2015	7/26/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA7E561385	7/26/2015	7/26/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP7E317849	7/26/2015	7/26/2016	EACH OCCURRENCE \$4,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB7E317849 UB8E596137	7/26/2015 7/26/2015	7/26/2016 7/26/2016	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Third Party Crime			106258415	3/3/2016	7/26/2017	Employee Thft Clnt Prp Retention 100,000 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hired & Non Owned Auto Physical Damage - Actual Cash Valuation - \$1,000 Comprehensive & Collision Deductibles.

 Please note that the General Liability and Auto Liability provide a Blanket Additional Insured & Blanket Waiver of Subrogation Endorsement when required by contract. The Umbrella Liability follows form and does not require a separate endorsement for either.

CERTIFICATE HOLDER Sample Certificate of Insurance Upon execution of a written agreement, a certificate will be issued in compliance with mutually acceptable insurance requirements.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Catering by Marlin's, Inc.

2 Business name/disregarded entity name, if different from above
CBM Managed Services

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
500 East 52nd Street North

6 City, state, and ZIP code
Sioux Falls, South Dakota 57104

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
9	1	-	1	8	2	7	0	4	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Stephanie Richter* Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

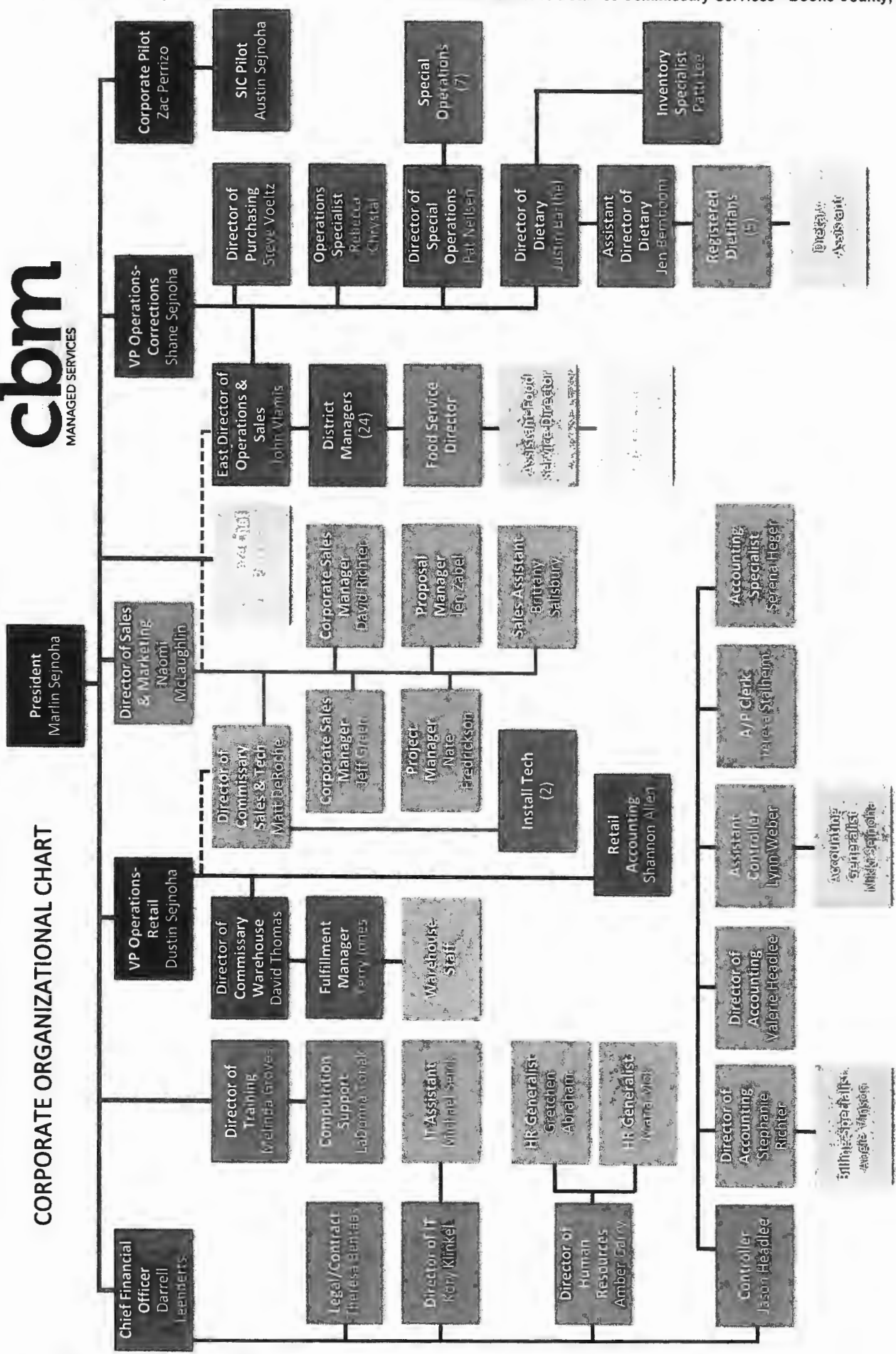
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

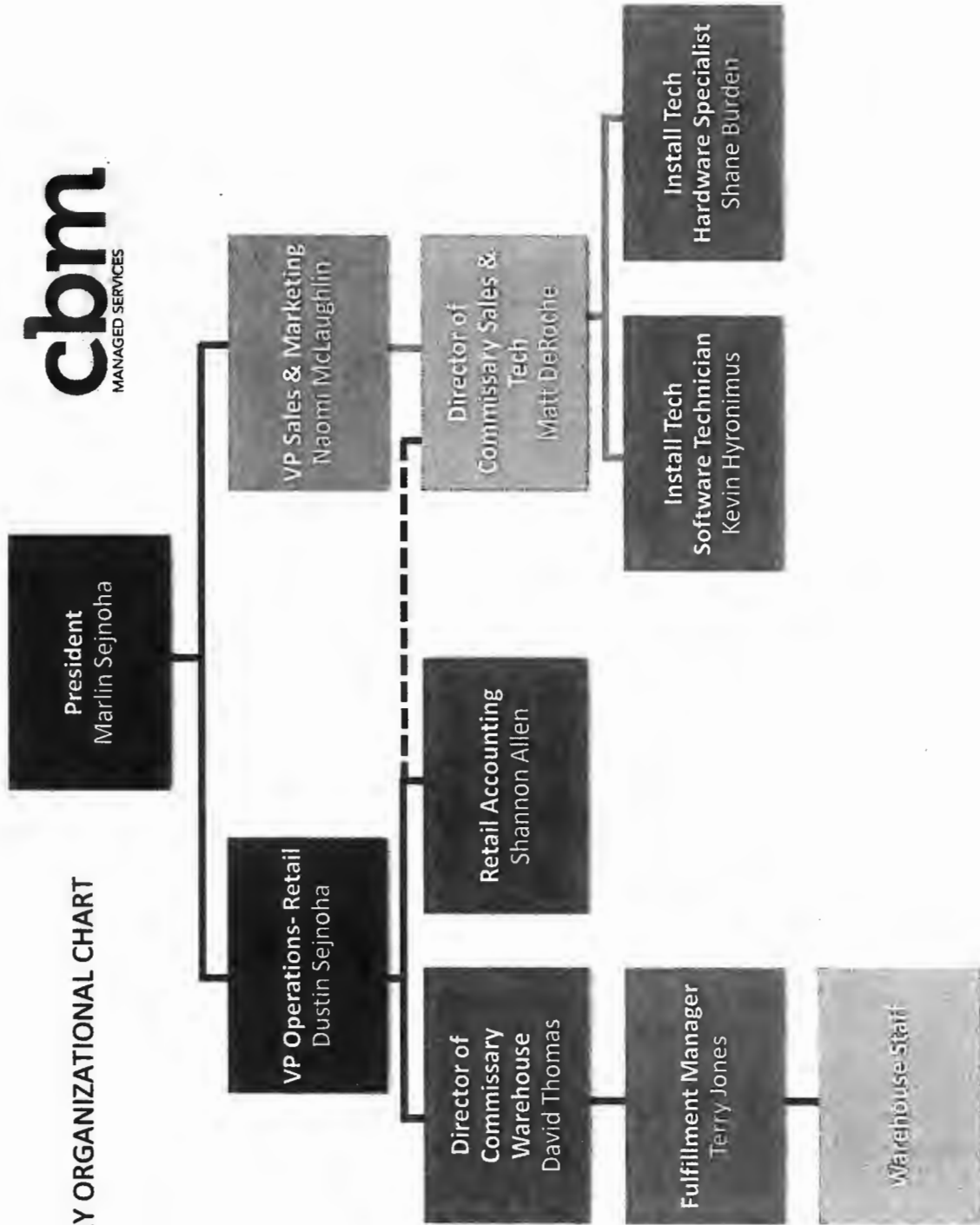


CORPORATE ORGANIZATIONAL CHART





COMMISSARY ORGANIZATIONAL CHART



Key Personnel



Marlin C. Sejnoha, Jr.
President & CEO
(605) 310-4950

Marlin.Sejnoha@CBMManagedServices.com



Dustin Sejnoha
VP of Retail Operations
(605) 359-7810

Dustin.Sejnoha@CBMManagedServices.com



Naomi McLaughlin
VP of Sales & Marketing
(605) 444-5071

Naomi.McLaughlin@CBMManagedServices.com



Matt DeRoche
Director of Commissary Services
(605) 321-7117

Matt.DeRoche@CBMManagedServices.com



David Thomas
Director of Warehouse Operations
(605) 444-5012

David.Thomas@CBMManagedServices.com



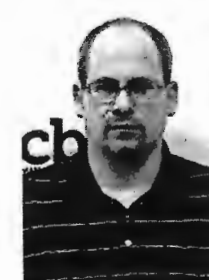
Shannon Allen
Commissary Accounting
(605) 444-5037

Shannon.Allen@CBMManagedServices.com



Shane Burden
Commissary Hardware Specialist

Shane.Burden@CBMManagedServices.com



Kevin Hyronemus
Commissary Software Specialist

Kevin.Hyronemus@CBMManagedServices.com

Marlin C. Sejnoha, Jr., CCM

500 East 52nd Street North
 Sioux Falls, SD 57104
 (605) 310-4950

Marlin.Sejnoha@CBMManagedServices.com

Marlin Sejnoha, President/CEO has over 28 years of business management experience in all aspects of the managed services industry. Under Marlin Sejnoha’s leadership, CBM Managed Services has expanded into 250 facilities in 30 states serving over 51 million meals each year. Marlin Sejnoha’s leadership approach has helped formulate CBM’s mission of being a “trusted, relationship-driven provider of quality managed services.”

EXPERIENCE:

1997 – Present President/CEO	CBM Managed Services	Sioux Falls, SD
1995 – 1997 Chief Executive Officer	Minnehaha Country Club	Sioux Falls, SD
1992 – 1995 Chief Operating Officer	Sioux City Country Club	Sioux City, IA
1989 – 1992 General Manager	Norfolk Country Club	Norfolk, NE

EDUCATION:

Nettleton Business College Associates of Business Degree Business Administration, Hotel/Restaurant Management Accounting, Computer Science	Sioux Falls, SD
Georgia State University Business Management	Atlanta, GA
Michigan State University Business Management	Lansing, MI

SUMMARY OF QUALIFICATION:

- Twenty-eight years of business management experience
- Daily operation experience in all aspects of food service
- Innovative leader capable of motivating employees and fostering their personal growth
- Financial operations experience in all aspects of diversified companies
- Positive customer interaction with effective communication, response and dedication to their facilities

Dustin L. Sejnoha
 500 East 52nd Street North
 Sioux Falls, South Dakota 57104
 (605) 359-7810
 Dustin.Sejnoha@CBMManagedServices.com

CAREER EXPERIENCE:

2010-Present	Hungry’s Restaurants, Inc. /CBM Managed Services Vice President of Retail Operations	Sioux Falls, SD
2001-2010	Hungry’s Restaurants, Inc. Director of Retail Operations	Sioux Falls, SD
1994-2001	CBM Managed Services Director of Purchasing	Sioux Falls, SD
1991-1994	Marlin’s Family Restaurant and Catering General Manager	Sioux Falls, SD

EDUCATION:

Huron University Business Administration	Sioux Falls, SD
University of Sioux Falls General Studies	Sioux Falls, SD

SUMMARY OF QUALIFICATIONS:

- Working knowledge of operational characteristics, services and activities of a variety of food service operations in both public and private sectors.
- Advanced principles and practices of program development, administration, budget, preparation, principles or supervision, training and performance evaluations.
- Member of the Association of Correctional Food Service Affiliates (ACFSA).
- ServSafe Certified.

Naomi C. McLaughlin
500 East 52nd Street North
Sioux Falls, South Dakota 57104
(605) 444-5071
Naomi.McLaughlin@CBMManagedServices.com

CAREER EXPERIENCE:

2013 – Present

CBM Managed Services Sioux Falls, SD
 Director of Sales and Marketing
 Oversees all sales and marketing activities for CBM’s correctional, emergency feeding and school nutrition divisions. Ensures all sales protocols and procedures are adhered to by sales team. Responsible for contract compliance and quality and content control of all submitted proposals.

1999 – 2013

McLaughlin Agency Sioux Falls, SD
 Principal / Agent
 Creatively designed benefits packages for individuals and businesses. Oversaw a team of 32 agents and provided ongoing recruitment, training and support for sales team. Acted as a District Sales Manager with both Aflac, Colonial Life while representing Wellmark Blue Cross Blue Shield, Delta Dental along with other major insurance providers.

1990 – 1999

Herberger's /Sak's Incorporated Watertown, SD
 Sales Manger
 Managed, hired, developed and trained department store staff. Carefully monitored profit and loss statements, maintained inventory levels, developed presentations and performed conflict resolutions.

EDUCATION:

College of St. Mary **Omaha, NE**

SUMMARY OF QUALIFICATION:

- Management of CBM sales team, overseeing budgets, performance and establishing goals/objectives
- Provides logistical support to all of CBM’s divisions, including emergency feeding
- Leads development of new programs, including CBM’s client relationship software
- Instrumental in development protocols and procedures throughout the company

Matt DeRoche

500 East 52nd Street North
Sioux Falls, South Dakota 57104
(605) 321-7117

Matt.DeRoche@CBMManagedServices.com

CAREER EXPERIENCE:

2012 – Present

CBM Managed Services

Sioux Falls, SD

Director of Commissary

Provides daily oversight of corrections compliant purchasing for all CBM commissary sites and assists with all commissary hardware and software installation. Maintains strong, consistent lines of communication between CBM and Jail Administrators/Wardens. Also responsible for CBM’s Commissary Vending inmate/correctional staff program.

2007 – 2012

ABL Management, Inc.

District Manager

Management and oversight of food service sites in district.

Responsible for carefully monitoring budgets and performance at numerous food service sites.

2003 – 2007

Aramark Corrections

Food Service Director/General Manager

Responsible for overall operation of multiple contracted facilities.

Managed P&L for all accounts including all inventory, purchasing, HR issues, contract compliance, client and vendor relations, safety and accounts payable/accounts receivable.

EDUCATION:

Idaho State University

Business Management

SUMMARY OF QUALIFICATION:

- Operational Leadership
- Vendor Management
- Conflict Resolution
- Contract Negotiations
- Management Recruitment
- Written / Verbal Communications
- Time Management
- Budgeting
- Team Building

David Thomas
500 East 52nd Street North
Sioux Falls, South Dakota 57104
(605) 335-0825
David.Thomas@CBMManagedServices.com

CAREER EXPERIENCE:

2014 –Present	CBM Managed Services Director of Warehouse Operations Maintain a working knowledge of products and pricing, oversee purchasing, stocking, receiving and shipping. Manage on-site inventory control Perform and report weekly/monthly inventory and financial audits	Sioux Falls, South Dakota
1996-2014	Pepsi Beverage Company General Manager Drive revenue, profit, and market share for Pepsi in Sioux Falls, Yankton, and Watertown area. Location of the year for 2012-2013. 7 consecutive years meeting or exceeding annual expectations for volume and profits.	Sioux Falls, South Dakota
1995-1996	Anderson-Erickson Dairy Route Salesman Awarded New Driver Salesman of the Year for District in 1995 Grew sales by 10%	Carroll, Iowa
1994-1995	Pamida Inc. Assistant Store Manager Drive sales and profits through coaching and developing staff to obtain desired results. Best in class in customer service Lead District for sales growth in 1994 Reduced turnover by 25% in 1994 compared to 1993	Carroll, Iowa

EDUCATION:

Northwest Missouri State University
Des Moines Area Community College

SUMMARY OF QUALIFICATIONS:

- 20+ years in customer service industry.
- 14+ years in management
- Consistently delivered at or better than planned results

Shane Burden
500 East 52nd Street North
Sioux Falls, South Dakota 57104
(605) 335-0825
Shane.Burden@CBMManagedServices.com

CAREER EXPERIENCE:

2015-Present	CBM Managed Services Commissary Hardware Specialist	Sioux Falls, SD
2006-Present	South Dakota Army National Guard Signal Support Soldier	Sioux Falls, SD
2013-2014	Compro Technician	Sioux Falls, SD

EDUCATION: Colorado Technical University

US Army 25 U Signal Course

SUMMARY OF QUALIFICATIONS:

- Deployed to Afghanistan 2010-2011
- Computer Skills – Word, Excel, Access, and PowerPoint. Adobe
- Installation knowledge of computers, printers, phones and security systems
- Set up new user accounts
- Help Desk experience

Kevin Hyronemus
 500 East 52nd Street North
 Sioux Falls, South Dakota 57104
 (605) 335-0825
 Kevin.Hyronemus@CBMManagedServices.com

CAREER EXPERIENCE:

2015-Present	CBM Managed Services Commissary Software Specialist	Sioux Falls, SD
2013-2015	Self-Employed Computer Consultant and Repair Services	Inwood, IA
1999-2013	United States Air Force	
2009-2013	Lead Systems Administrator	Davis – Monthan AFB, AZ
2008-2009	Network Warfare Operations Planner	Davis – Monthan AFB, AZ
2005-2008	Wing Communication Security Manager	Dover AFB, DE
2003-2005	Messaging Tech/System Administration	Dover AFB, DE
2002-2003	Messaging Tech/System Administration	Osan AB, Republic of Korea
2001-2002	Network Infrastructure Technician	Offutt AFB, NE
1999-2001	Computer Operator	Offutt AFB, NE

EDUCATION:

Military Technical Training	
Network Offensive/Defensive Training Course	2009
Communications Computer Systems Operations Craftsman Course	2005
Airman Leadership School	2003
Communications Computer Systems Operations Apprentice Course	1999

SUMMARY OF QUALIFICATIONS:

- 9 years’ experience in a supervisory/management role
- Able to work independently or with a team and drive team involvement
- Able to multi-task and operate in a high stress environment
- 16 years’ experience with Microsoft Windows Server, client hardware and operating systems
- 16 years’ experience with the Microsoft Office Suite
- 5 years’ experience with configuring and maintaining Microsoft DNS and Active Directory
- Supported creation and maintenance of 1000+ user and email accounts
- Combined 5 years’ experience with Microsoft Exchange 2000, 2003, and 2007
- Experience with server and client system backup and restoral using Symantec Ghost
- Maintained server and client system backup and restoration
- Maintained 2 Network Storage solutions
- Coordinated problem resolutions, tracked and reported status to leadership
- Security + clearance obtained in 2011

References

Sheriff Kelly Herzet

Butler County Adult Detention Center
701 South Stone Road
El Dorado, Kansas 67042
(316) 320-7766
Inmate Food Services
Number of Inmates: 250
Contract Start Date: 2009

Sheriff Darren Chambers

Sumner County Detention Facility
610 East Hillside Road
Wellington, Kansas 67152
(620) 326-8941
Inmate Food & Commissary Services
Number of Inmates: 160
Contract Start Date: 2006

Sheriff Don Read

Cowley County Jail
911 Fuller Street
910 Loomis Street
Winfield, Kansas 67156
(620) 221-5445
Inmate Food & Commissary Services
Number of Inmates: 130
Contract Start Date: 2008

Sheriff Jerome Kramer
Chief Deputy Roland Kramer

Lincoln County Detention Center
302 North Jeffers Street
North Platte, Nebraska 69101
(308) 535-9599
Inmate Food & Commissary Services
Number of Inmates: 120
Contract Start Date: 2009

Sheriff Kevin Thom
ACA Accredited

Pennington County Sheriff's Office
307 St. Joseph Street
Rapid City, South Dakota 57701
(605) 394-6116
Inmate Food & Commissary Services
Number of Inmates: 760
Contract Start Date: 2002

Commissary Proposal Highlights

Lockdown™ Banking Software: CBM Managed Services is offering the Lockdown™ Inmate trust account software to Boone County and interface with your JMS provider at no cost to the County.

Booking Manager Kiosk: CBM will provide one (1) booking kiosk for the Boone County Intake Area.

Lobby ATM: CBM will provide one (1) Lobby ATM at no cost to Boone County. The Lobby ATM fee structure is: \$3.25 for cash deposits, Credit Cards are 10% of the amount deposited, or a minimum of \$3.25.

Swipe at Booking: Inmates have the opportunity to swipe a Credit or Debit Card to store on their account. It can be utilized for phone and commissary purchases or to pay a bond.

Automated Phone Ordering & Debit Calling: Inmates will order by phone and check account balances, or purchase phone time. CBM will provide an interface with the phone provider for inmates to order commissary by phone.

Handheld Tablets & Wall-Mounted Kiosks: CBM will provide a mutually agreed upon amount of InTouch handheld mobile kiosks at no cost to Boone County. CBM will provide 22 wall-mounted kiosks at no cost to Boone County. Any required wall-mounted kiosks will be placed in mutually agreed upon areas.

CBM Cares/Online Family Ordering: Family and Friends will be able to order commissary items at JailATM.com and Care Packages or CBM Fresh Express at CBMCares.com

CBM Snack Wagon: CBM Managed Services offers as an added value the CBM Snack Wagon. The CBM Snack Wagon expands the Commissary Menu to provide inmates additional opportunities to purchase Hot and Cold Food Options, that are not typically apart of the standard Commissary offerings.

Inmate Debit Release Cards: CBM will provide Inmate Debit Cards at no cost to the facility or released inmate.

Installation and Training: CBM will install and fully train all Boone County staff on the Lockdown™ Banking Software and inmate kiosks. CBM will provide customer support 24 hours a day, 7 days a week, and 365 days a year. Training will be ongoing and unlimited.

Commissary Delivery: CBM staff will deliver all commissary orders to the inmates.

Lockdown™

CBM Managed Services offers the Lockdown™ Inmate Banking System. Lockdown is the most advanced trust fund system in the corrections marketplace. It is a fully self-contained system, Lockdown™ incorporates all functionality into a concise, easy to learn comprehensive package.

Lockdown™

- Fully GAAP compliant to ensure exact bank reconciliation with all transactions backed up and permanently archived.
- Maintains a permanent record of all inmate activity, including commissary and balance information.
- Permits access to all authorized facility personnel.
- Supports any number of simultaneous users.
- Can be installed both on provided workstations and facility equipment.
- Allows each user to perform any of the various software functions independently of the other users with no risk of database corruption.
- Supports the capability of manually creating a user account but also supports a real-time interface with the JMS software.
- Provides a specific field for entering the amount of money that an inmate may have on them during account creation.
- User friendly and highly customizable to meet the needs of each facility.
- Over 250 reports available including individual reports, fund reports, debt reports, accounting & audit reports and many more.
- CBM Managed Services provides complete training on account reconciliation and all functions built into Lockdown

Lockdown™ is used in over 500 facilities with the large majority of those partners requiring software customization.

Inmate Account Management

Inmate Trust Account Debit Calling Requirements

Lockdown™ can fully integrate its system with all phone service providers that includes both phone ordering and debit based calling. The same IVR that is used to order commissary has an option to purchase phone time at any time they have phone access.

Lockdown™ has a real-time interface with your current phone provider, which immediately deducts the proper funds and applies it to the inmates' debit account for immediate use to make calls. The Lockdown™ phone system interface automatically refunds any unused balance on the inmates' debit account. If the inmate has debt that is owed to the facility, the debit funds may be used to satisfy this debt before any remaining funds are loaded on the debit card.

Phone Ordering System Requirements

The Lockdown™ phone ordering system is used with phone systems in many accounts throughout the United States. This interface supports the ordering for over 10,000 inmates each week. Lockdown's™ order by phone will repeat each item that is ordered, as well as give the remaining balance. This feature helps the inmates spend a larger percentage of their money, which will increase sales and commissions.

Lockdown™ can be configured to enforce restrictions at the time of ordering or at posting. At posting is the typical setting used by most facilities as it results in larger scale. No user input is needed with Lockdown's™ phone ordering system. It is completely self-contained.

Lobby Cashier Kiosk Requirements

Lockdown™ has been producing JailATM™ kiosk for over 6 years. With over 300 in the field, they have proven to be extremely reliable and accurate. JailATM™ kiosks accept both cash and credit/debit cars. These units have encrypted swipes to ensure customer security. Receipts are printed for all transactions.

Inmate Account Management

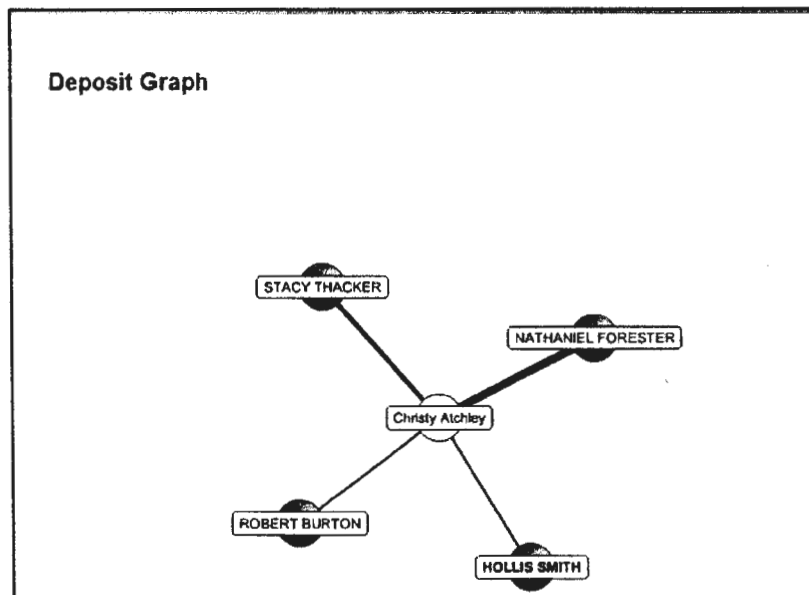
Booking Kiosk Requirements

JailATM™ booking managers will be provided that accepts both bills and coins. JailATM™ kiosks are well within this requirement at 12x18x18. The kiosks also accept bills and coins.

In many instances, bills may be damaged or soiled and may not feed through the bill acceptor. In this case JailATM™ booking kiosk has a drop slot for manual entry of funds. This keeps the money in the same cash drawer making counts much easier and less prone to error. JailATM™ booking kiosks connect directly to booking machines through USB connections, so no network is needed.

Web Deposit Requirements

All credit/debit card transactions that occur via web or at the kiosk will automatically create entries into the trust accounting system. Bonding via the web and the lobby kiosk are options that may be enabled at any point that the facility so desires.



Inmate Account Management

Debt Collection Options

Each collection account (a fund in Lockdown™) can be configured to collect a percentage of incoming fund to satisfy debt obligations. Lockdown™ has a built-in feature to automatically generate debt letters for released inmates with existing debt.

Lockdown™ allows cards to be swiped into the property module and a later accessed by the inmates for the purpose of adding funds to their account for commissary, phone spending, or bonding out.

Inmates may bond out with credit/debit cards in two ways. They can do this at booking with the aid of an officer, or if their card was swiped at booking, they can initiate the transaction using the inmate phones. Lockdown's™ bonding system can combine all the bond fund collected for a given agency into a single check with a report that details the individual amounts for each bond. If, however, the agency (Clerk of Courts) requires individual checks, this options is also possible.

Investigative Tool Requirements

A graphical tool for displaying relationship between inmates and friends/family for both deposits and two-way messaging. The red icons represent inmates while the yellow designate friends and family who have made deposits or sent emails. The thickness of the lines represent the strength of the connection. Strength is measured in dollars for deposits and number of emails for message graphs. Messages may be searched by date ranges, inmates, and keywords.

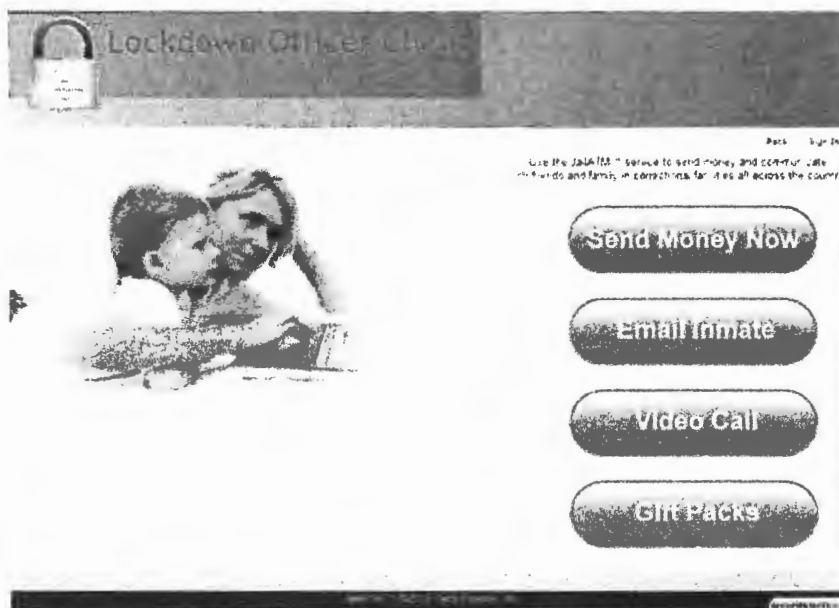
Inmate Account Management

In-Pod Kiosks

Lockdown's™ touchscreen kiosk software supports commissary ordering, a very general grievance workflow, appointment scheduling, as well as having the inmate handbook, and an orientation video. Upcoming features will include requiring the inmates to watch the orientation video, and reading certain sections of the handbook before they are allowed to use the kiosk.

Lockdown's™ kiosks all two-way secure messaging. A catalog of words can be incorporated into message delivery that alerts designated staff when keyword matches have been made. The Jail Site Manager will be made an Administrator in the Lockdown™ system. This will provide the proper credentials to adjust things as needed. All personnel will be offered training on this software. Technical support will be available 8am-5pm, with emergency support available around the clock.

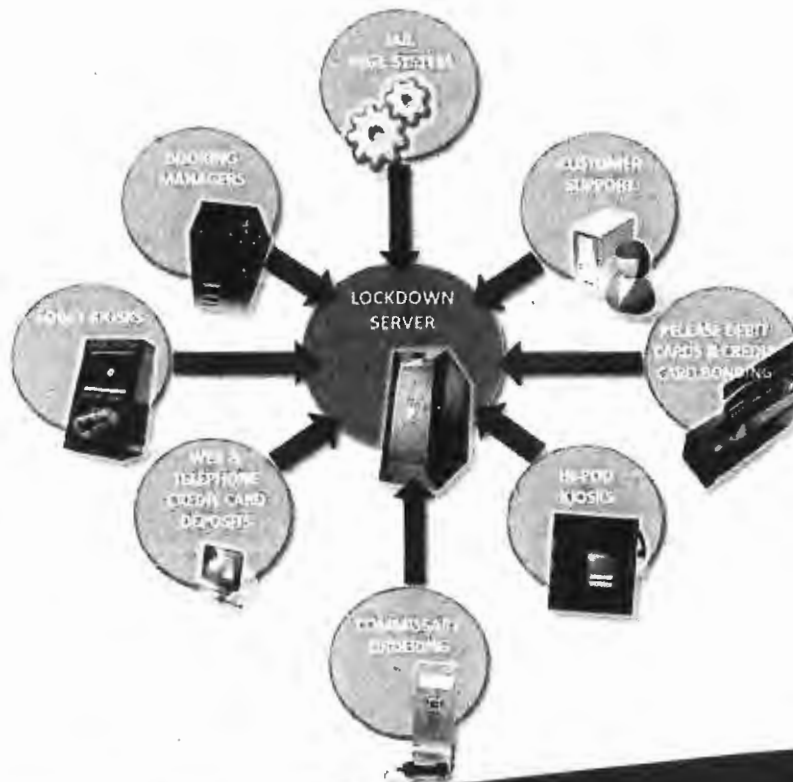
Jail ATM™ is a service that can be used to communicate with friends and family in participating facilities. Gift packs can be ordered, money can be sent to the inmate, along with emails and video calls. CBM will work with the facility to determine if this meets the needs and demands of the facility.



Billing & Accounting

CBM offers the Lockdown™ Inmate Banking System – the most advanced trust fund system in the corrections marketplace. A fully self-contained system, Lockdown™ incorporates all functionality into a concise, easy to learn comprehensive package. This system is fully GAAP compliant to ensure exact bank reconciliation with all transactions backed up and permanently archived both on and off site. The system maintains a permanent record of all inmate activity including commissary and balance information. The system permits access to all authorized County personnel.

Lockdown™ can support any number of simultaneous users. It can be installed on both provided workstations as well as county equipment. Each user can perform any of the various software functions independently of the other users with no risk of database corruption. Lockdown™ supports the capability of manually creating a user account but also supports a real-time interface with the JMS software. Lockdown™ provides a specific field for entering the amount of money that an inmate may have on them during account creation.



Billing & Accounting

Lockdown™ is used in over 500 facilities with the large majority of those partners requiring software customization. Not only do we agree to provide this support but we have the proven track record in meeting this requirement.

Trust Accounting

Lockdown™ has numerous interfaces with various JMS software packages. Lockdown™ will be configured to match the provided format of the JMS export at the facility. Lockdown™ allows an unlimited number of user accounts. In addition, user accounts may be created by users with administrative permissions with specific, customized security settings. Security groups can be created with users assigned to single or multiple groups.

Lockdown™ allows authorized users to create custom collection accounts, funds to which inmates may be billed. Some typical examples are commissary, medical, property damage, etc.. The initial and ongoing collection percentages can be set for each individual collection account. The fund also has setting for prioritizing which fund takes precedent in the collection process. The client may want to satisfy a property damage claim before medical co-pays. With Lockdown™ this is a simple setting.

Authorized users with appropriate credentials may bill inmates for charges. If an inmate does not have sufficient fund to satisfy the charge, the inmate is put into debt to the particular collection account. If additional funds are deposited to his or her account, the appropriate collection rules will be applied. Lockdown™ performs debt collection in an automated fashion, when there are instances in which the debt collection needs to be voided, Lockdown™ allows the debit collection portion to be removed which places these funds back into the inmate account.

Lockdown™ allows debt percentage collection via the funds account configurations settings. The percentage can be set for the initial charge (usually 100%) and overtime (usually 50%). Adopting this policy ensures the maximum amount of revenue (debt payment + commissary commission) for the facility.

Billing & Accounting

Inmate web and phone deposits are automatically imported within 5 minutes eliminating the need for operator intervention. Lockdown™ will also automatically export inmate information to the commissary phone ordering system. Inmate credit or debit cards can be swiped into property during the booking process. The inmates will then have the ability to add funds to their accounts and/or bond themselves out using their stored cards. This feature increases sales and removes the burden of County personnel to retrieve cards from physical property to be used by the inmate.

Lockdown™ offers a combo billing option so that frequently occurring billing can be saved for reuse. By clicking on the combo billing option, users are presented an itemized list where quantity may be specified. This feature is used most often for billing medical procedures and medication purchases. Lockdown™ provides a scheduled payment feature that once entered, manages the debt collection automatically and will stop once the billing obligation is satisfied. The frequency may be set to daily, weekly, or monthly.

Lockdown™ provides for multiple bank accounts so that a single inmate may have multiple bank accounts or groups of inmates could be assigned to different bank accounts based on status. Reconciliation is fully supported for all bank account options. Inmate accounts can be accessed by either last name or inmate ID. The smart search option requires a small number of characters or numbers to be entered. Inmate photos can also be displayed with the account description, if made available from the JMS. Lockdown™ property module can track all of the personal belongings of each inmate, and can be configured to automatically add items purchased by the inmate.

Account holds are an option that can be enabled. Holds can be placed on funds for a predetermined time, or until release. This can be useful for checks and money orders when there is a reason to believe that they could possibly be fraudulent.

Billing & Accounting

Lockdown™ allows the release of inmate funds by cash, check or debit release card. Release options may be set to the default value (i.e. debit card), or may still be chosen at the time of release, by authorized users. Lockdown™ also supports the funds being dispersed in two different forms (i.e. cash and check).

Lockdown™ group release provides the option for generating a single release check for a group of inmates that are transferring to another facility. A report is generated that details the separation of funds at the receiving facility. Lockdown™ work release provides a work sign-out tracking for inmates assigned to jobs outside the facility. Lockdown™ can also track obligations such as rent, child support, per diem, etc., that are owed by work release inmates. Lockdown™ also allows inmate billing for work assignments and per diem tracking for inmates housed in other agencies.

Often inmates will leave the facility owing money for services rendered while incarcerated (i.e. medical services, indigent kits, etc.) Lockdown™ allows an automated way to attempt to collect on these outstanding debt by generating inmate specific debt collection letters that can be mailed to the released inmate. Lockdown™ allows signature files to be incorporated into the check writing configuration to automatically place signatures on checks. Signature pads are fully supported, allowing all receipts to be printed containing signatures generated from the signature pad. Lockdown™ supports multiple signatures if needed. Single or multiple copies of receipts can be configured to print without the need for additional confirmations. Network default or station specific printers are both supported. Any receipt can be easily reprinted.


Bad inmate debt can be turned over to collection agency if the facility so desires. Lockdown™ can be configured to support this function. Should the inmate choose to pay off a portion of their debt at the facility or directly to the collection agency, the necessary accounts are created and managed accordingly. Lockdown™ can also be configured to write off debts that are older than a predetermined date after the release of an inmate.

Billing & Accounting

Lockdown™ fully supports downloadable statements and auto reconciliations. Lockdown™ is also one of the few packages that automatically incorporates ACH batching that occurs when debit cards are used. Positive pay is available and easily enable in the configuration settings. All reports can be generated in PDF, RTF and Microsoft Excel formats.

Some examples or reports that can be generated are:

- Balances
 - Trial, Resident
- Funds
 - Billings, Collections, Credits
- Check Postings
- Money Receipts
- Cash Disbursements
- Inmate Debt
- Payroll
- Indigents
- Savings
- Releases
- Bank Deposits
- Debt Write-off
- Reconciliation
- Commissary
 - Receipts, Housing Totals, Prouct Sales
- Check Register

975733 · STEWART, TYESHIA S		Receipt #147588		
Location: KCJ 02 POD 2A4				
Knox County Jail	6/28/2012			
		Invoice :5978:knox-5979		
Code	Qty	Product	Price	Ext
2074	1	Deodorant, Ladies Speed Stick	2.79	2.79
			Purchase Limit : 1 not filed	
2120	1	Lotion, Cocoa Butter	2.29	2.29
2195	1	Soap, Dove	1.79	1.79
			Purchase Limit : 2 not filed	
4050	20	Envelopes, Regular	0.05	1.00
4000	20	Stamp	0.45	9.00
4065	1	Notebook Paper, 150 sheets	2.39	2.39
4070	2	Pencil #2	0.25	0.50
			Purchase Limit : 2 not filed	
7110	1	Corn Nuts Ranch	0.79	0.79
7310	4	Beef Noodles	1.19	4.76
1309	1	XXL Thermal Top	5.79	5.79
1005	2	Crew Socks	1.19	2.38
			Purchase Limit : 2 not filed	
6084 *	1	Mountain Dew 20oz	1.39	1.39
		* Shipped separately.	SubTotal	\$34.87
			Tax:	\$2.40
			Total:	\$37.27
55 items			Start Balance:	\$47.50
Delivered By: _____		Date: _____	Total Purchase:	\$37.27
Resident: _____			End Balance:	\$10.23

Billing & Accounting

Lockdown™ provides reporting filters based on defined inmate groups. Some examples are housing assignment, gender, age, debt or current balance range. Lockdown™ also allows user-customizable report information, as well as the inclusion of the facility logo.

Station specific comments are available in Lockdown™, this is very useful if a specific station is used to process certain things, such as money orders. The predefined comment could be "sender," which reminds everyone who uses this specific station that a sender name is required to process money orders.

During the first login, users can change their passwords from the default username password. We will work with the facilities' IT department to determine the password requirements (length, numbers, symbols, and letters) and configure the password setting to match this requirement.

Debit Release Cards

When releasing with a debit card in Lockdown™, the cards are swiped with encrypted card readers (supplied to the facility), ensuring PCI compliance. Only the correct amount that is currently in the released inmates account can be loaded on to the debit card. These cards are activated immediately, there is no additional steps to be taken by the staff or the inmate.

Lockdown™ is the only inmate banking system that automatically incorporates ACH amounts that are debited each day into reconciliation.

Enhanced Commissary Offerings

Booking Manager Kiosk

- Inmate information is added to the Lockdown™ software at booking.
- Kiosk is the size of a desktop computer.
- Casino-grade bill and coin acceptor developed by MEI.
- Validates bills and coins to help eliminate the passing of counterfeits.
- Adds accountability to the in-take process.
- Credit/Debit Card swipe for “swipe at booking” – This is a patent-pending technology that allows inmates to swipe a credit/debit card into the Lockdown™ system for later use. All stored information is encrypted for security purposes, the card is stored with their physical property. Inmates can add funds to their own account using the stored card via phones or kiosks.

Commissary Phone Ordering and Debit Calling

CBM Managed Services integrates with your current inmate phone provider to establish a seamless interface and utilize existing phones eliminating the need for additional phone hardware to be installed. The bi-lingual (English and Spanish) system allows inmates to place their own orders by utilizing an interactive voice response system (IVR). This system allows inmates to purchase phone time, check trust fund balances along with placing their orders, eliminating the need for paper order forms. The IVR is integrated with the Lockdown™ software to ensure a smooth order fulfillment process and easy accounting. The orders are automatically deducted from the inmate’s trust account. All order information is retained for proper record keeping.

Inmate Release Debit Cards

Lockdown™ supports inmate release debit cards. This service is provided at no cost to the facility. An automatic transfer of funds from the inmate account to the bank issued debit card takes place upon release. This eliminates keying errors or the need to issue checks by facility staff. Any remaining debit phone time will be transferred back to the inmate account and added to the release balance. These cards are issued with no fees for the first 24 hours, and are able to be utilized at any retail establishment. Cards are reloadable if the individual is unable to obtain a bank account after release.

Deluxe Commissary Offerings

Inmate – Facing Pod Kiosk



The Inmate-Facing Pod Kiosks is a wall-mounted kiosk. It is the safest kiosk available with a shatterproof touchscreen and is an ideal solution for specific areas in any facility. This kiosk has a 2,000 pound wall pull-off capacity. The capabilities of this all-in-one unit is as follows:

- Secure Messaging
- Commissary Ordering
- Inmate Inquiries
- Inmate Grievances
- Customized Information
- Inmate Account Information
- Appointment Requests (medical, haircuts, etc.)
- Orientation Video
- Jail/Facility Handbook
- Law Library
- PREA
- Video Visitation

Deluxe Commissary Offerings

InTouch Inmate Tablet



CBM Managed Services' latest product offering is the InTouch Inmate Tablet Kiosk. Inmate-Facing Pod Kiosks have become very common in modern correctional facilities. InTouch Tablets are full featured and offer the promise of a truly "paperless" inmate-facility relationship. To accomplish this vision, a high kiosks to inmate ration is needed. The InTouch tablets will be deployed in sufficient numbers to support the entire inmate population. These tablets offer wireless charging stations to eliminate the need for individual cords. Our model allows all the inmates access to all tablet features for 15 minutes every two (2) hours at no cost. If the inmate wishes to keep the tablet for 24 hours, they may purchase a daily pass. The InTouch Tablet Kiosk offers all the capabilities of a traditional wall mounted kiosk and more.

Deluxe Commissary Offerings

Commissary Ordering – The InTouch Tablet provides a graphical interface for commissary ordering. All items are categorized including pictures and descriptions of individual items. Order amounts are deducted from inmate accounts in near real time. The inmate can place as many orders as they desire, whenever they choose. The facility can customize ordering restrictions based on the inmate population.

Inmate Inquiries – In some cases formal grievances can be avoided if inmates had an easy way to ask a question about process or procedure. Many facilities will reject a formal grievance if an inquiry was not made prior to submitting a formal grievance. The facility can choose the recipient is based on the type of inquiry submitted.

Inmate Grievances – Similar to Inmate Inquiries, the electronic grievance capability eliminates paper grievances while adding accountability to the process. Different types of grievances (medical, accounts, etc.) can be submitted. The facility can choose the recipient is based on the type of grievance submitted. This data is retained in the system indefinitely, leaving an audit trail for accountability purposes.

Customized Information – Keeping inmate information current can be a difficult task for any facility. The InTouch Tablet allows the facility the opportunity to publish inmate information and announcements ensuring that information is available to everyone. Schedules for visitation, laundry, haircuts, etc. can be displayed and easily updated to reflect the most current information.

Inmate Account Information – The InTouch Tablet provides an easy to understand transaction history and allows the inmate access to their own account. This eliminates the need for facility personnel to facilitate requests regarding balances and other account information. These types of requests can consume a large amount of administrative and officer resources.

Deluxe Commissary Offerings

Orientation Video – In many facilities, inmates are required to watch an orientation video to inform them of facility rules, regulations and schedules. The InTouch Tablet fully supports these types of videos and can be configured to require the video to be viewed before accessing other Tablet features. A record of which inmates have (or have not) viewed the required videos is available.

Jail/Facility Handbook – Like the orientation video, the InTouch Tablet can be configured to restrict access to tablet features until the handbook has been viewed by the inmate. The facility can require the user to acknowledge that the information was read and understood. A record of which inmates have acknowledged and viewed is available.

PREA – The Prison Rape Elimination Act (PREA) requires that inmates have access to methods of reporting such behavior and educational material to inform them of their rights and obligations. The messaging system allows inmates to report such behavior and the PREA video capability allows dissemination of the facility policies and procedures. The PREA video, like the Orientation Video, can be made required viewing with back-end reporting.

Law Library – Inmate access to quality law information is federally mandated. Providing inmates with access can be burdensome on staff and cost prohibitive. The InTouch Tablet can be configured to support law library access on all tablets. This eliminates the need for a physical law library.

Video Visitation – The InTouch Tablet was one of the first in the industry to provide remote video visitation capabilities. The InTouch Tablet also offers patented technology that eliminated lewd behavior from coming into your facility. The Eclipse filter finds faces in the incoming video stream and filters out everything else. There is also the ability to identify the inmate and family member using facial recognition. This technology will virtually eliminate unauthorized visits.

Deluxe Commissary Offerings

Secure Messaging – The InTouch Tablets provide two-way messaging between inmates and friends and family. This secure means of communication has virtually eliminated traditional mail in many of our correctional facilities. The system supports “watchwords” which can trigger officer approval. The correspondence is kept indefinitely and could be useful for investigations. All individual inmate communication can be saved in PDF from and emailed to requesting agencies.

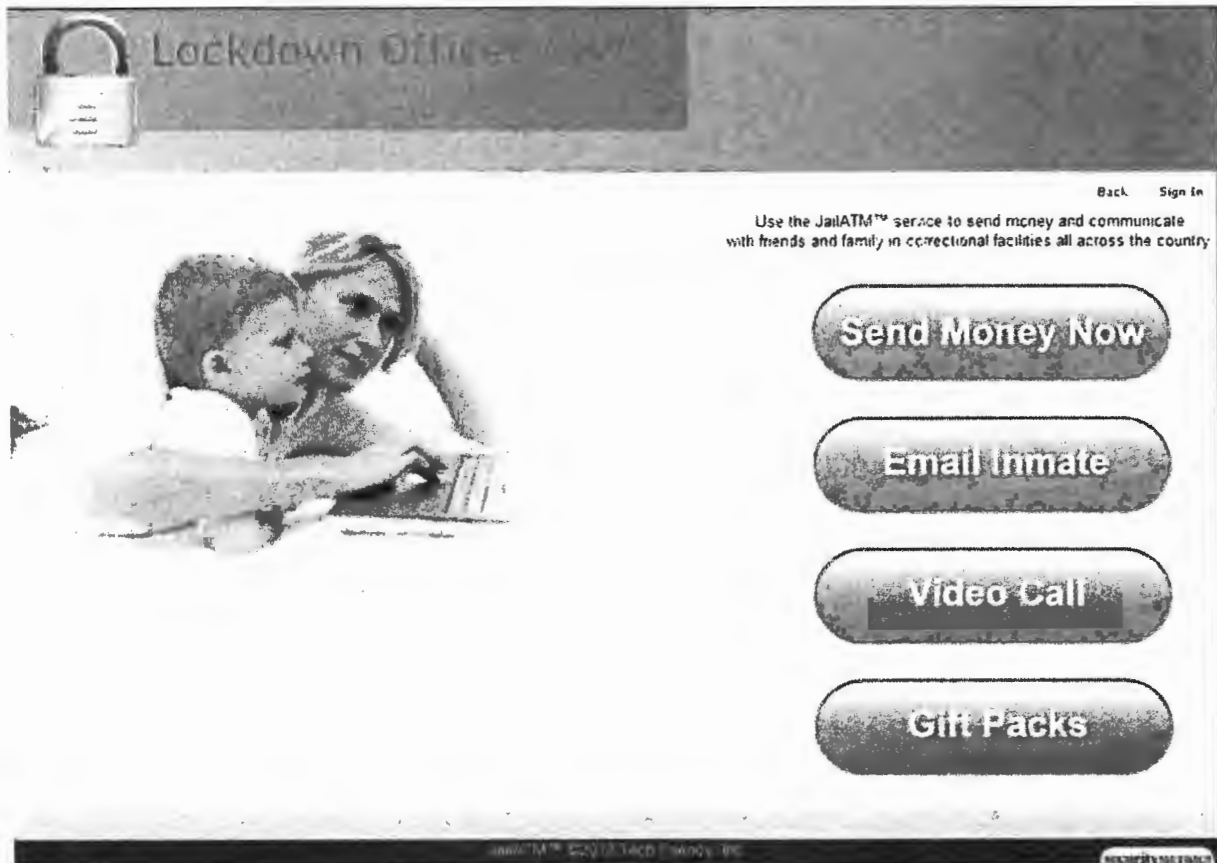
Wireless Charging – Wires and wired charging devices are not allowed in jails and prisons. The InTouch Tablet has a patent-pending wireless charging system that provides the same charging speeds as wired charging methods. The seven bay docking station only allows tablets to be placed into the station in one direction. The matching tablet case is created using 3-D printing technology. This allows CBM to upgrade technology as needed while providing the greatest tablet security.

Music & Games – InTouch Tablets provide a large selection of facility approved music genres as well as games to occupy inmate time. This has proven to be a useful behavioral tool for many facilities.

All tablets can be controlled with a Global Kill Switch in the event of lockdown, or other facility needs. A live demonstration of our technology can be provided upon request.

Deluxe Commissary Offerings

JailATM.com



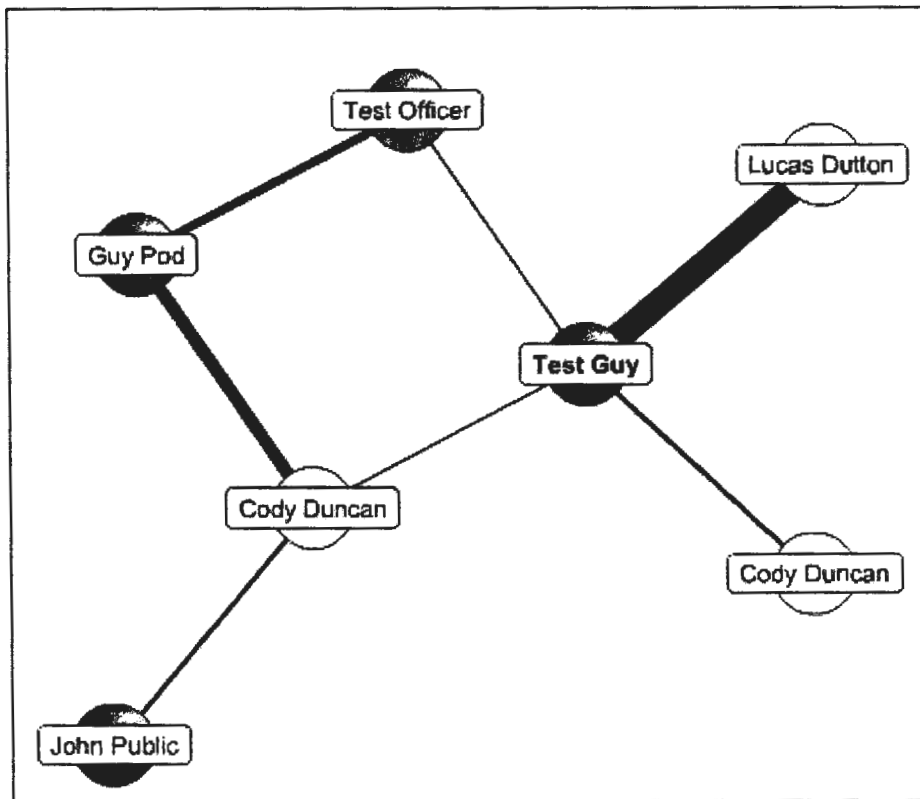
JailATM.com provides the ability for family and friends to deposit funds or order commissary goods for their loved one. All purchases can be made with a Credit or Debit Card. Other features may include:

- Bonding via Web
- Inmate Secure Messaging
- Video Visitation
- Gift Pack Purchasing
- Web Commissary Ordering

Deluxe Commissary Offerings

Investigative Tools

Secure inmate e-mails and deposits on inmate accounts may be viewed by administration, to determine connections between outside parties and inmates. The graph below is an example of activity related to inmate **Test Guy**. Note that the inmate **Test Guy** has a strong connection to **Lucas Dutton**. The family member **Cody Duncan** (yellow) is communicating with 3 different inmates (**John Public**, **Test Guy** and **Guy Pod**). The thickness of the lines represent the strength and frequency of communication. All e-mail and deposit transaction have this type of graph associated with it.



Deluxe Commissary Offerings

CBM Fresh Express

CBM Fresh Express provides the opportunity for inmates to purchase restaurant-quality meals, giving offenders a taste of home—with a menu that includes pizzas, salads, wraps, nachos, hot wings, hamburgers and much more—all made fresh and on site.



CBM Fresh Express functions as an incentive-based behavior management tool for offenders. CBM Fresh Express reinforces the benefit of good behavior and allows a no-cost reward for our clients. CBM works closely with our clients to stay within the parameters of their security protocol and provide local preferences to drive sales.

CBM Fresh Express Benefits

- **Behavioral control** CBM Fresh Express gives correctional officers a tool to manage offender behavior. Facilities benefit with fewer disruptions and security-related issues
- **Improved offender morale** Officers are quick to recognize that this program can be an important factor in maintaining inmates' morale
- **Improved correctional officer morale** Improved offender morale positively affects your officers and staff
- **Another revenue stream for the facility** CBM Fresh Express often encourages more inmate commissary participation, boosting your facility's commissions

CBM Fresh Express Pricing

CBM Fresh Express base pricing will be determined by the menu options chosen; upon final menu design a base price will be determined, this base price is typically between \$2 and \$12 which allows more of the population to participate. After determining final pricing, commission will be paid to you after all State and Local taxes have been paid (net sales).

*CBM Fresh Express can be associated with Inmate Back2Work, and CBM must be the foodservice provider at the facility to offer this option.

Deluxe Commissary Offerings

CBM Cares provides an easy, secure way for family and friends to send a gift for any occasion, using a credit or debit card. CBM Cares' goal is to provide loved ones with supplies to help improve their morale, mental health and quality of life; and to remind them that they are remembered by people back home. It is difficult to have a loved one incarcerated and CBM Cares was created to help them maintain relationship and to help make their time away a little better.

All transactions are completed online by family and friends that choose to place orders.



Welcome CBM CARES



CBM Cares provides an easy way to securely send your loved one or friend a gift from you for any occasion using your credit or debit card. CBM Cares goal is to provide your loved ones with supplies to help improve their morale, mental health, and quality of life, and to remind them that they are remembered by people back home. We recognize the importance of letting your loved one know you care. Its difficult to have a loved one incarcerated and CBM Cares was created to help you maintain your relationship with your loved one in prison or jail and to help make their time away a little better as well.

To get started, type the name of the facility you would like your order delivered to

Location

Submit

Deluxe Commissary Offerings

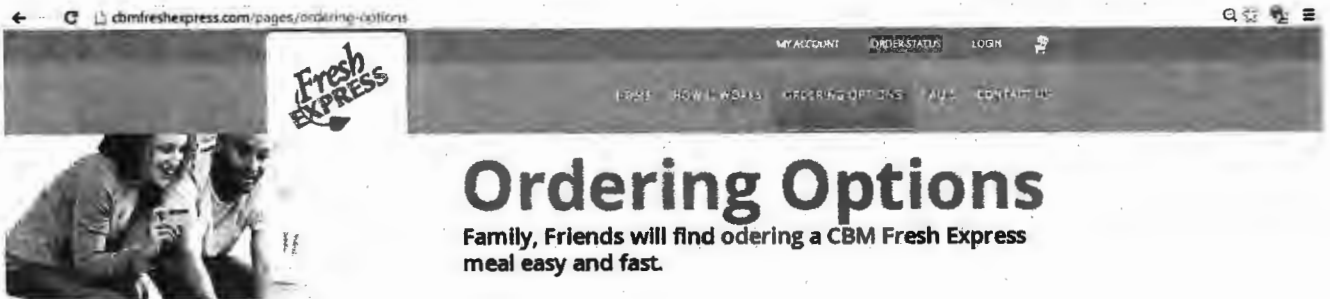


CBM Fresh Express is the CBM Managed Services proprietary brand name for custom prepared restaurant quality meals delivered directly to each inmate in their housing unit. CBM Fresh Express meals are optional supplements to, and not instead of, the three standard meals per day. An inmate who receives CBM Fresh Express meals is not guaranteed to receive all the nutrients which are required by federal and state mandates.

A special menu of restaurant quality choices is made available to friends and family. This menu may include things such as a Deluxe Cheeseburger with French Fries, Philly Cheesesteak Sandwich with French Fries, Extreme Boneless Buffalo Wings with French Fries, and a Beef Burrito Supreme served with Tostitos Chips, to name only a few menu items.

Orders are placed on a schedule determined by the facility from a menu order list which is collected and sent to the kitchen for preparation and delivery. Depending on the population size of the facility, the inmate orders may be prepared and delivered on one day, or divided up to be delivered on multiple days. In the largest of facilities, deliveries may occur as many as seven days per week. Menu and program details vary depending on inmate population, inmate roster or preferences and kitchen facilities.

Web based ordering is made available through an interactive web page from which friends and family can send their loved ones that taste of home. Orders are paid for via credit or debit card. There may be order limits dependent upon facility preferences.



FOR FAMILY AND FRIENDS

Ordering a CBM Fresh Express meal is easy and fast. The following instructions show how simple it is to order CBM Fresh Express meals.

ONLINE

- Step 1: Select location to place an order.
- Step 2: Select inmate in that location.
- Step 3: Pick the item(s) to make an order.
- Step 4: Login or Create an account (if not already registered) to proceed to the checkout.
- Step 5: Enter your shipping details and payment information to complete the order.




Deluxe Commissary Offerings

cbmfreshexpress.com/pages/faqs

MY ACCOUNT BILL STATUS LOGIN

HOME HOW IT WORKS ORDERING OPTIONS FAQ'S CONTACT US



FAQ's Frequently Asked Questions

ARE ALL INMATES ELIGIBLE TO TAKE ADVANTAGE OF THE CBM FRESH EXPRESS PROGRAM?
Inmates who are on a medically restricted diet are not usually eligible to take advantage of CBM Fresh Express. In addition, as most facilities use CBM Fresh Express as a reward for good behavior, inmates who have committed an offense requiring discipline are not usually eligible to participate.

WHAT FORMS OF PAYMENT CAN I USE?
Both MasterCard and Visa debit and credit cards are accepted.

I DON'T HAVE A CURRENT CREDIT CARD, IS THERE ANY TO PAY FOR A CBM FRESH EXPRESS MEAL?
Yes, you can use your paypal account to make an order. You can also go to most major retailers and purchase a pre-paid credit card.


HOW MANY CBM FRESH EXPRESS MEALS CAN I SEND AT A TIME?
The number of meals an inmate can receive will vary by facility. Orders are placed on a schedule determined by the administration and sent to the kitchen for preparation and delivery. Depending on the population size of the facility, the individual orders may all be prepared and delivered on one day, or divided up to be delivered on multiple days. In the largest of facilities, deliveries may occur as many as seven days per week. Inmate and program details will vary depending on inmate population, administration preferences and kitchen facilities.

WHAT IF AN INMATE IS ON A MEDICALLY RESTRICTED DIET?
Inmates who have been prescribed a special diet usually are not eligible to participate in the CBM Fresh Express program. If your medical department no longer requires the restricted diet, the inmate can request a clearance in order to be able to order meals on the CBM Fresh Express program.

cbmfreshexpress.com/pages/contact-us

MY ACCOUNT BILL STATUS LOGIN

HOME HOW IT WORKS ORDERING OPTIONS FAQ'S CONTACT US



Contact Us

Telephone Support
Our Customer Service Team can assist you in placing an order. Please call 605-444-5006, Monday - Friday 9:00 a.m. to 4:00 p.m.
Central Time with questions about placing an order. To assist you with your questions or order, we will need the following information: Your Name, your Phone Number, and Facility Name where the inmate is located. If this is a reference to an existing order, we need the Fresh Express Order Number and the Date the Fresh Express Order was placed.

We do not accept orders or take any personal credit card information by phone. Please note, you may also, for step by step instructions to place your order 24 hours a day, Answers to the most frequently asked questions are posted on our FAQ page. Please review this page before calling for assistance. Thank you.

Name: _____ CBM Managed Services
 Email: _____ # 605-444-5006
 Phone Number: 605-654-1234
 Message: _____

Deluxe Commissary Offerings

CBM Snack Wagon

The CBM Snack Wagon expands the Commissary menu to provide inmates impulse buying options that include hot and cold food options that are not typically included in the standard Commissary offerings.



The CBM Snack Wagon functions as a behavior management tool in the facilities. It can be made available as an incentive for good behavior. CBM works closely with our clients to stay within the parameters of their security protocol and provide local preferences to drive sales and increase inmate satisfaction.

Benefits

- Expands Commissary Menu to Hot & Cold Options
- Significantly Increase Sales with Inmate Impulse Buying
- Fully Integrates with Lockdown™ Software
- Offered as a Privilege
- Hot, Convenient Favorites
- Boosts Morale



Pricing

CBM Snack Wagon base pricing will be determined by the menu options chosen. Upon final menu design, a base price will be determined. This base price is typically set to allow a greater percentage of the population to participate. After determining final pricing, commission will be paid to the facility after all State and Local taxes have been paid (net sales).

Implementation Plan - Commissary

Award of Contract

- Begin programming interface with JMS and phone companies.
- CBM will order all hardware and necessary equipment.
- Conference call with facility IT department to discuss the technology that will be installed.
- Develop menu and send to facility for approval.
- Conference call with facility to discuss the CBM transition and takeover. with current vendor to ensure a seamless changeover.

21 Days from Installation

- Build the server and install all necessary software.
- Update on all interface development.
- CBM will begin the hiring process of onsite employee.

14 Days from Installation

- Interface programming is completed and tested.
- Onsite staff hired.
- All background checks sent to facility for jail clearance.
- Menu approved and finalized.
- Conference call with commissary liaison to discuss commissary restrictions.
- CBM will provide online training of the Lockdown software.
- Inmate debit release cards order (if applicable).
- Book any necessary travel plans.

7 days from Installation

- All commissary restrictions are built to required specifications.
- All hardware delivered at the facility.
- All office/paper supplies delivered at the facility.
- Place initial product orders.
- CBM support/technical staff travels to facility to be onsite for transition.

Staffing & Training - Commissary

Employment Process

CBM considers safety and security of utmost importance. Prior to CBM assuming operational control of the commissary operations, all CBM employees must undergo a drug screening and criminal background check. In addition, CBM will work closely with the facility to ensure that all CBM employees are in compliance with the established security policies of the facility. At any time the facility deems appropriate, CBM will make available all facilities for inspection.

Employee Training Process

CBM will utilize its safety training program to ensure each employee fully comprehends and practices all workplace safety protocols and procedures. Initial safety training through CBM University requires regularly scheduled follow-up throughout the year. If requested, CBM is willing to provide additional information about the CBM University training program.

Proposed Training Schedule

- CBM will schedule training prior to installation with all key personnel.
- CBM will provide formal on-site training for your accounting department.
- Pre-Installation – One week prior to installation, a 20 minute training session or system overview is presented to all staff (booking, release, etc.). Sessions are scheduled during all shifts to accommodate all staff.
- CBM will also provide on-site training for each shift during the installation of the accounting software.
- Back end users will receive unlimited classroom training and onsite training on all day to day processes including:
 - Daily cash reconciliations.
 - Site charge summations.
 - System balancing.
 - Overall reconciliations.
 - All other pertinent system procedures.
- Training is ongoing and unlimited.

Customer Support

Customer Support

CBM Managed Services will hire an on-site full-time commissary manager. The manager will be responsible for the daily commissary operation. This person will be the on-site first point of contact to ensure prompt resolution of any issues. This manager will attend any weekly/monthly County administration meetings.

CBM Managed Services assigns a corporate installation technician and training specialist to each facility. They will become the first point of contact at the corporate office to assist with technology needs and other issues that may arise. This person will provide all on-site training during installation and any additional training as needed. CBM also has a District Manager that is assigned to every location.

CBM prides themselves on prompt issue resolution. It is our goal to have inmate complaints resolved within 24 hours. We provide 24/7/365 technical support to all of our clients.

ID: _____ Printed Name: _____
 Location: _____ Signature: _____
 Date: _____ *I authorize the deduction of funds to pay for the items selected.

Revised
5/26/2016

5051	___ Skittles Tropical	1.15	7081	___ Salsitas	1.22
	BEVERAGES		7083	___ Snyders Hot Buffalo Pieces (K)	1.35
6000	___ Nescafe Tasters Choice Single (K)	0.55	7084	___ Snyders Jalapeno Pieces (K)	1.35
6001	___ Sweet and low 10 ct	1.00	7085	___ Krunchers kettle Jalpeno Chip (K)	1.27
6003	___ Gatorade Fruit Punch (K)	2.00	7086	___ Cactus Annie Flour Tortillas 6ct. (K)	1.85
6004	___ Pepsi 20oz	1.82	7087	___ Blueberry Blaster (K)	1.50
6005	___ Mountain Dew 20oz	1.82	7089	___ Strawberry Cheese Danish (K)	1.40
6007	___ Sierra Mist	1.82	7090	___ Red Beans and Rice (K)	1.40
6008	___ Root Beer	1.82	7091	___ Cheese and Cracker (K)	0.60
6012	___ SF Cocoa single	0.49	7095	___ Refried Beanw/Jalapeno&Green Chiles 8oz (K)	2.99
6013	___ Cappuccino single (K)	0.59	7102	___ Mustard PC (K)	0.09
6015	___ Hometown Coffee 3oz (K)	4.99	7103	___ Ketchup PC (K)	0.10
6018	___ Maxwell House 4oz Coffee (K)	5.75	7107	___ Mayo PC (K)	0.12
6021	___ Kool Aid Cherry 6oz (K)	3.25	7109	___ Pop Tart Brown Sugar	1.10
6022	___ Kool Aid Grape 6oz (K)	3.25	7114	___ Granola Bar Peanut Butter (K)	0.90
6023	___ Kool Aid Tropical Punch 6oz (K)	3.25	7115	___ Granola Choc Chip (K)	0.90
6027	___ Hot Cocoa Mix	0.59	7117	___ Mac & Cheese (K)	1.75
6028	___ Maxima 3oz Coffee	5.45	7121	___ Peanut Butter Crackers (K)	0.69
6029	___ Countrytime Lemonade 6oz (K)	3.25	7147	___ Ritz Crackers Full box (K)	4.20
6031	___ Dr. Pepper	1.82	7148	___ Saltine Crackers Full Box (K)	4.00
6036	___ Orange Crush 20oz	1.82			
6050	___ SF Fruit punch drink mix 10pk	3.19		ALL SALES FINAL	
6051	___ SF Lemonade Drink mix 10pk	3.19		CHECK ORDER AT DELIVERY	
6052	___ SF Orange drink mix 10pk	3.19		TAXES ADDED AS NECESSARY	
6053	___ SF Ice Tea drink mix 10pk	3.19			
	CHIPS / SNACKS				
5033	___ Nutty Bar SINGLE (K)	0.55			
7001	___ Protein Bar Peanut Butter Chocolate Chip	3.59			
7004	___ Grandmas Peanut Butter Cookie (K)	1.00			
7005	___ Famous Amos 2oz (K)	1.00			
7006	___ Duplex Cookie 5oz (K)	1.50			
7007	___ Lemon Creme Cookie 5oz (K)	1.50			
7008	___ Peanut Butter Creme Cookie 5oz (K)	1.50			
7009	___ Vanilla Creme Cookie (K)	1.50			
7010	___ Oatmeal Apple Cinnamon (K)	0.59			
7011	___ Oatmeal Brown Sugar (K)	0.59			
7012	___ Jalepeno Slices (K)	1.00			
7013	___ Hot Peanuts (K)	1.00			
7016	___ Cheez Its (K)	1.22			
7021	___ Grape Jelly Squeezer	0.77			
7022	___ Cheetos	1.25			
7024	___ Cheetos Flamin Hots	1.25			
7027	___ Chili Ramen	0.98			
7028	___ Texas Beef Ramen	0.98			
7029	___ Beef Ramen	0.98			
7030	___ Chicken Ramen	0.98			
7031	___ Cajun Shrimp Ramen	0.98			
7032	___ Squeeze Peanut Butter	0.79			
7033	___ Squeeze Cheddar	1.00			
7034	___ Squeeze Jalepeno Cheese	1.00			
7035	___ Pre-Cooked White Rice 2oz (K)	1.10			
7036	___ Pop Tart Strawberry 2oz	1.10			
7041	___ Spanish Rice 2.5oz	1.14			
7044	___ Cinnamon Roll 4oz (K)	1.49			
7045	___ Honey Bun Iced (K)	1.40			
7049	___ Instant Chili 4oz	1.49			
7053	___ Honey Bun Glazed (K)	1.49			
7059	___ Cheetos Jalapeno	1.25			
7061	___ Doritos Cool Ranch 1.5oz	1.25			
7062	___ Doritos Nacho Cheese 1.5oz	1.25			
7063	___ Earl's Cheesy Corn	1.15			
7064	___ Fritos Chili Cheese 1.5oz	1.20			
7065	___ Funyuns Onion Chips (K)	1.15			
7066	___ Grandmas Chocolate Chip Cookies (K)	1.00			
7068	___ Hot Fries - Small	0.70			
7069	___ Jack Links SQUATCH Meat Stick	1.89			
7070	___ Summer Sausage 5oz	2.99			
7071	___ Jumbo Hot Dill Pickle (K)	1.49			
7072	___ Kosher Dill Pickle (K)	1.49			
7073	___ Lays BBQ 1.5oz (K)	1.25			
7075	___ Lays Sour Cream & Onion 1.5oz (K)	1.25			
7077	___ Obriens Beef and Cheddar	1.20			
7078	___ Obriens Double Barrel Salami	1.20			
7080	___ Spicy Vegetable Ramen	0.98			



BOONE COUNTY, MISSOURI
Request for Proposal #02-25MAY16 – Detainee Commissary Services

ADDENDUM # 2 - Issued May 20, 2016

This addendum is issued in accordance with the RFP Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **MUST be acknowledged** and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

1. Item 3.4.1 indicates that the County is looking for one visitation kiosk, but does not specify anything about a lobby kiosk for cash intake. Are these to be one and the same, or are they intended to be different?
They will need to be the same.

2. Item 3.33.1 indicates that the process for vetting/background/screening contractor employees will be explained at the pre-response conference (which I assume means yesterday pre-proposal conference?). If so, it didn't get addressed and I'm wondering if there is anything else that we need to know.
This is in regards to the criminal history checks of any and all employees that might need access to the facility during implementation of their products/systems. The selected vendor's staff that are entering the facility will need to have a criminal records check (including fingerprints) completed at least 30 days prior to any work being performed at the department. ID badges and photos may be required.

3. Item 4.1.1 indicates that the offeror shall provide a rate table for all products offered. I assume that this pertains to the cost of each commissary item offered? Just want to be clear on that.
Yes that is correct. Please provide a rate table for all products offered on the commissary services and vending machines, if offering this service.

4. With regard to the vending machines...does the County wish to earn commission on employee vending?
Yes, if we implement employee vending machines.

5. Can you please confirm that fees will be allowed for all deposits to inmate accounts through self-service options?
Boone County has no issues with this. Please describe in detail any fees associated with deposits and what self-service options are available.
6. Can you please provide a list of all current commissary items and their price?
Please see the attached list of commissary items available to Boone County detainees and the cost per item.
7. Can you please provide a list of all commissary items and their individual sales for the past 12 months?
Please see the attached list of commissary items available to Boone County detainees and the cost per item. A report of individual sales over the past 12 months is also attached. Additional items that the vendor sells will need to be approved by the Sheriff or his designee prior to being offered to detainees.
8. Can you please confirm that Boone County will be responsible for all wiring costs?
Boone County will be responsible for the wiring into the housing unit up to the connection to the kiosk. Boone County intends to provide the wiring needed to the various areas of the facility. The vendor will be required to install the units throughout the designated areas of the facility and complete final connections. Vendor proposals should outline what wiring or cabling requirements will be at each kiosk area throughout the facility/project.
9. Please detail what type of connections your equipment will require in your RFP response.
Vendor proposals should outline what wiring or cabling requirements will be at each kiosk area throughout the facility/project.
10. 3.20.1 Our cash deposit lockbox has a capacity of 500 bills. Is it a must that it collects 1000?
No, please outline device capacity in the proposal.
11. 3.21.7 We charge \$3.50 for cash deposits and 10% for debit/credit to cover the cost of fraudulent transactions. Is it a deal breaker to charge the transaction fees?
This is fine; please outline all fees or charges that are to be assessed in the proposal.
12. 3.21.11 Our Commissary program comes with an inmate banking and accounting software. We have the capability to write checks, etc. What is the County's banking system that our system must be capable with?
This question may need further clarification. The Sheriff's Dept. currently uses Landmark Bank and the department's inmate banking/software is in HTE SunGard JALAN. There was some internal programming done by Boone County I.T. as well.

13. 3.24.3 We have web deposits to allow family/public to add money to inmate accounts. We currently don't do this via telephone. Is this a must?
3.25.3 Please outline how your company handles deposits to an inmate accounts. This is not mandatory, but is preferred.
14. 3.25.1 We have server requirements and specs that the facility needs to have in place in order to run our software. Does the facility server meet this?
Boone County Sheriff's Department is not providing a hosted server for this service. This would need to be supplied by vendor.
15. 3.25.6 We charge an annual maintenance fee to provide 24/7/365 tech support and upgrades. We had 6 upgrades to the software last year. Does the current software provider charge an annual maintenance?
No, the current vendor does not charge an annual maintenance on upgrades. Please outline any fees associated with annual maintenance, tech support and upgrades.
16. 3.34.2 We offer 24/7 support, due to the proximity of the facility from our location, a tech cannot be on-site within 4 hours. We will deploy a technician as soon as possible. Is this agreeable?
Please outline how you plan on servicing and maintaining the system. The department's goal is to have the system online as close to 100% as possible. Outline how extended outages (software, hardware, and internet) are handled.
17. Does the County sell phone cards or provide debit calling through the commissary?
Not at this time.
18. Please confirm it is the county's intention to switch to the banking system provided by the commissary provider?
Upon approval of County Auditor and County Treasure
19. Who is the Jail Management System (JMS) provider for the County?
Sunguard/HTE
20. Please provide the following:
a. JMS company contact's phone number: 800-695-6915
21. Please confirm that the county intends to stay with the current JMS provider (and upgrade the system)?
Yes
22. Who is the current provider of the inmate phone service?
Securus
23. Please confirm that it was stated at the pre-bid meeting that the county will be putting the inmate phone service out to bid in the near future.

Although a definitive timeline for bidding or requesting proposals for the inmate phone service has not been identified, it will most likely be later in 2016.

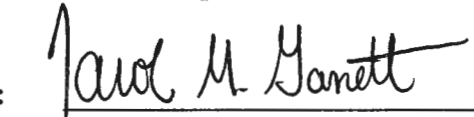
24. Does the county currently utilize a Law Library service? If so, which one?
Currently, Detention administration answers and assists Pro Se Detainees with legal access through WestLaw.
25. Please confirm that the vendor will be allowed to place their equipment on the county's network and that the county will provide the network cabling needed.
County will provide wiring to the kiosk unit. The vendor will be allowed to place their equipment on the county's network.
26. Will the vendor have to provide their own internet service? If so, who is the county's ISP?
The vendor will need to supply their own internet service. The county's current ISP is CenturyLink.
27. Will the county secure the kiosks to the wall or will this be the vendor's responsibility?
Vendor responsibility.
28. Will the county staff be responsible for removing the cash from the booking\intake kiosk?
Yes.
29. Is the county requesting that vendors submit a proposal that includes an option to install kiosks and an option without kiosks, or is the county requiring that kiosks be installed?
Kiosk's installed.
30. Regarding, paragraph 5.1.2. "Describe how you handle any Trust Fund Accounting disputes? How many disputes have you had within the past three years?
**Q: Please clarify what the county classifies as a dispute.
Any disagreement in regards to the Trust Fund Accounting.**
31. Please confirm that county staff will be responsible for distributing the commissary orders.
Yes.
32. Please confirm, as stated during the pre-bid meeting, that the vendor will NOT be provided space within the facility for storing products for commissary and/or vending service.
Correct. Boone County will not be providing space within the facility for storing products for commissary and/or vending service.
33. Regarding 9.2. Provide your percentage mark-up from cost on commissary items for the Detainees. I would like to request that the county does NOT require vendors to submit

this information, due to the fact that this information will be shared with other companies bidding on this contract.

Request noted.

34. Would the county be interested in allowing inmates to order twice per week (instead of once)?

Yes. Could be an option in the future at some point.

By: 

Jacob M. Garrett, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #2** to Request for Proposal #02-25MAY16 – *Detainee Commissary Services*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

BOONE COUNTY JAIL

Order Form : GENERAL POPULATION
 Wednesday, May 18, 2016 @09:40

Name : _____ CIN : _____ Balance : _____
 Block : _____ Tier : _____ Cell : _____

PERSONAL CARE PRODUCTS		1651	SZ 8 WOMENS PANTIES	3.00
0001 40Z SHAMPOO	0.85	1652	SZ 10 WOMENS PANTIES	3.00
0002 40Z CONDITIONER	0.85	1653	SZ 11 WOMENS PANTIES	3.00
0020 40Z DANDRUFF SHAMPOO	1.10	7165	2XL SPORT BRA	10.00
0031 S-8 CONDITIONER	3.70		BEVERAGES	
0036 D&L PERM CREAM RLXR	8.80	2000	S.S. KEEFE COFFEE	0.40
0045 AFRICAN CROWN HAIRDR	2.65	2015	100% COLOMBIAN FREEZ	4.80
0055 HAIRDRESS 5 OZ	1.90	2070	S.S. HOT COCOA	0.45
0106 P-UP WOMENS A/P DEOD	2.35	2110	N/S S.S FRUIT PNCH	0.45
0164 3-N-1 DAILY CONDITIO	5.50	2120	N/S SS LEMONADE	0.45
0210 40Z SKIN CARE LOTION	0.85	2210	SS FRUIT PUNCH DRINK	0.45
0215 COCOA BUTTER LOTION	1.10	2220	SS LEMONADE DRINK MI	0.45
0221 PETROLEUM JELLY 3.75	1.35		COOKIES/CRACKERS/PASTRIES	
0250 HYDROCORTISONE CREAM	1.80	3020	OREO SANDWICH COOKIE	0.92
0320 REG MAGIC CREAM SHAV	3.85	3035	ZC CHOC CHIP COOKIES	1.70
0331 PRO-TECTION SHAVE CR	1.85	3110	CLUB CRACKERS	1.95
0424 MOISTURIZING SOAP 5	1.15	3115	CHEEZ ITS CRACKERS 1	1.00
0520 TOOTHPASTE GREAT FLA	2.10	3124	PEANUT BUTTER CRKRS	0.65
0536 SENSITIVE TEETH T/PA	6.50	3130	CHEESE SAND CRKRS(SL	0.70
0557 ANTISHANK TOOTHBRUSH	0.40	3230	(EA) ZC PB WAFERS	0.69
0590 DENTURE TABLET	3.00	3231	(EA) OATMEAL & CREME	0.38
0595 2.5OZ EFFERGRIP	3.75		CANDY	
0671 GEN CGH DROPS-CHRY 3	1.30	4010	SNICKERS BAR	1.15
0680 1 DAY MULTI-VIT(NO I	2.90	4013	MILKY WAY CANDY BAR	1.15
0693 GEN VISINE-EYE DROPS	2.00	4110	LEMON DROPS	1.05
0800 5 INCH COMB	0.25	4135	JOLLY RANCHERS ASST.	1.55
0815 HW MILITARY BRUSH_NO	2.00	4155	SUGAR FREE WILD FRUI	1.25
0825 SMALL AFRO PIK	0.50		FOOD/SNACK ITEMS	
MISCELLANEOUS		3198	2/PK STRWBRY TSTR PA	1.15
1001 LARGE STAMPED ENVELO	0.59	4429	ZC STRAWBERRY SF WAF	1.25
1010 #10 WHITE ENVELOPE	0.10	6100	POTATO CHIPS	0.92
1015 MANILLA ENVELOPE	0.20	6105	BBQ POTATO CHIPS	0.92
1050 BOOK OF TEN STAMPS	4.90	6111	CA HOT&SPICY CORN CH	0.92
1060 8.5 X 11 LETTER PAD	1.10	6114	HOT FRIES (ANDY CAPP	0.92
1070 SKETCH PAD 8.5 X 11	1.10	6116	CHEESE PUFFS	1.05
1086 POCKET DICTIONARY II	3.35	6120	NACHO TORTILLA CHIPS	0.92
1100 BIRTHDAY CARD	1.75	6167	CHEETOS 2-OZ	1.30
1101 JUVENILE BIRTHDAY CA	1.75	6255	CC JALAPENO NACHO CH	1.45
1110 FRIENDSHIP CARD - AC	1.75	6300	TWIN BEEF STICK	1.25
1300 THREE A PLAYING CARD	1.85	6400	(EA)CHWY CHOC CHIP G	0.70
1308 WORD SEARCH BOOK	2.85	6415	SS PEANUT BUTTER	0.58
1310 DOUBLE SIX DOMINOES	3.40	6501	PICKLE (MILD)	1.10
1430 WASHCLOTH WHITE	0.50	6606	SALTED PEANUTS 1.75	0.75
1438 FRESHCENT ALL IN ONE	1.15			
1504 SMALL T-SHIRT	3.85			
1505 MED T-SHIRT	3.85		Signature: _____	
1506 LG T-SHIRT	3.85			
1507 XLG T-SHIRT	3.85			
1508 XXLG T-SHIRT	5.15		Date: _____	
1509 3X LARGE T-SHIRT	5.15			
1510 T-SHIRT 4XLG	5.85			
1530 MED BOXER SHORTS WHI	3.85			
1531 LG BOXER SHORTS WHIT	3.85			
1532 XLG BOXER SHORTS WHI	3.85			
1533 2XLG BOXER SHORTS WH	4.40			
1534 3XLG BOXER SHORTS WH	4.40			
1540 TUBE SOCK (ONE SIZE	1.45			
1551 MED THERMAL TOP	7.35			
1552 LRG THERMAL TOP	7.35			
1553 XL THERMAL TOP	7.35			
1554 2XL THERMAL TOP	7.86			
1555 3XL THERMAL TOP	7.86			
1561 MED THERMAL BOTTOMS	7.35			
1562 LRG THERMAL BOTTOMS	7.35			
1563 XLRG THERMAL BOTTOMS	7.35			
1564 MEN THERMAL BOTTOM 2	7.86			
1565 MEN 3XL THERMAL BOTT	7.86			
1626 SPORTS BRA MEDIUM	10.00			
1627 SPORTS BRA LARGE	10.00			
1628 SPORTS BRA XLARGE	10.00			

	\$93,500.26	108463
114 - KEEFE_HOT COCOA_SS_.8 OZ_300/CS_1 SRV PK__	\$1,147.88	3011
235 - KEEFE_FREEZE DRIED COFFEE_SS_.053 OZ_1000/CS_PKT__	\$176.46	519
381 - GEN_PICKLE_MILD DILL_9.6 OZ_12/CS_POUCH CLEAR__	\$573.16	615
920 - CACTUS ANNIES_TORTILLA CHIPS_NACHO CHEESE_1.5 OZ_60/CS_BAG CLEAR WINDOW__	\$2,379.63	3060
928 - POSTAGE_STAMP_FIRST CLASS_10/CS__	\$2,984.10	624
983 - POSTAGE_STAMPED ENV_LARGE_500/CS__	\$4,080.44	7004
2858 - CITY COW_CHEESE DIP_NACHO W/JALAPENO_4 OZ_48/CS_PLASTIC CUP__	\$2,926.21	2451
3786 - SQUEEZUM_Peanut Butter_REGULAR_1.12 OZ_400/CS_POUCH CLEAR__	\$2,469.44	5059
4492 - NABISCO RITZ_SANDWICH CRACKERS_Peanut Butter_1.38 OZ_8/BX_14BX/CS_1 SRV PKG__	\$874.06	1640
4493 - RITZ_SANDWICH CRACKERS_CHEESE_1.35 OZ_8/BX_14BX/CS_1 SRV PKG__	\$620.93	1138
5182 - TOAST EMS_PASTRIES_STRAWBERRY_3.67 OZ_40/CS_WRAPPED__	\$6,118.17	6318
5379 - GEN_BEEF STICK_HICKORY SMOKED_1.125 OZ_100/CS_TWIN PK__	\$1,547.34	1510
6022 - MOON LODGE_POTATO CHIPS_REGULAR_1.5 OZ_72/CS_BAG FOIL__	\$536.45	689
6023 - MOON LODGE_POTATO CHIPS_BBQ_1.5 OZ_72/CS_BAG FOIL__	\$3,176.48	4103
6052 - ZIPPY CAKE_Peanut Butter Wafer_2PK_12 OZ_6/BX_24BX/CS_PAPER BOX__	\$3,543.63	6132
6053 - ZIPPY CAKE_SNACK CAKE_OATMEAL & CREME_16 OZ_12/BX_24BX/CS_PAPER BOX__	\$3,749.71	11644
6069 - ZIPPY CAKE_WAFER_STRAWBERRY CREME_2.75 OZ_48/CS_CLEAR PLASTIC OVERWRAP__	\$457.94	431
6072 - ZIPPY CAKE_COOKIES_CHOC CHIP_6 OZ_46/CS_CLEAR PLASTIC BAG__	\$6,560.30	4559
6743 - ANDY CAPPS_HOT FRIES_ORIGINAL_0.85 OZ_72/CS_BAG__	\$752.28	964
7022 - KEEFE_FREEZE DRIED COFFEE_COLOMBIAN_3 OZ_24/CS_POUCH CLEAR RESEALABLE__	\$11,330.16	2783
7550 - MOON LODGE_Peanuts_ROASTED & SALTED_1.75 OZ_60/CS_BAG CLEAR WINDOW__	\$918.00	1455
7689 - CHEETOS_CHEESE CRUNCHY_2 OZ_64/CS_BAG CLEAR WINDOW__	\$1,372.41	1249
7994 - CACTUS ANNIES_CHEESE PUFFS_2 OZ_60/CS_BAG CLEAR WINDOW__	\$2,219.65	2494
7999 - CACTUS ANNIES_CORN CHIPS_HOT_1.5 OZ_125/CS_BAG CLEAR WINDOW__	\$3,766.11	4841
9366 - QUAKER_GRANOLA BAR_CHOC CHIP_6.72 OZ_8/BX_12BX/CS__	\$580.28	1157
9590 - CHEEZ-IT_CRACKERS_1.5 OZ_60/CS__	\$722.50	859
10502 - MARS_SNICKERS_1.86 OZ_384CS / 8BX / 48PER BOX__	\$3,622.11	3996
10504 - MARS_MILKY WAY_1.84 OZ_360/CS_36/BX_10BXS/CS__	\$1,140.28	1209
20024 - CRAWFORD_SHAMPOO_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR BOTTLE__	\$134.39	189
20025 - CRAWFORD_CONDITIONER_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR BOTTLE__	\$127.16	178
20028 - CRAWFORD_LOTION_SKIN CARE_4 OZ_72/CS_CLEAR BOTTLE__	\$113.43	159
20032 - CRAWFORD_SHAMPOO_DANDRUFF RINSE_4 OZ_72/CS_CLEAR BOTTLE__	\$106.59	115
20033 - CRAWFORD_LOTION_COCOA BUTTER_4 OZ_72/CS_CLEAR BOTTLE__	\$289.85	311

20200 - SULFUR 8_CONDITIONER_MEDICATED HAIR & SCALP_2 OZ_12/CS___	\$100.64	34
20211 - AVIATOR_PLAYING CARDS_POKER_12/CS___	\$172.98	111
20235 - TOPS_PAPER_50 SHEET RULED PAD_8.5 X 11_50/PD 72PD/CS_BOX_WHITE_	\$859.27	920
20240 - UNISOURCE_ENV_#10_500/CS_BOX_WHITE_	\$363.38	4285
20241 - TOPS_SKETCH PAD_BLANK_8.5 X 11 50 CT_50/PD 72PD/CS_BOX_WHITE_	\$116.88	125
20243 - UNISOURCE_ENV_NO CLASP_9.5 X 12.5_500/CS_BOX_BROWN_	\$87.89	544
20284 - CARDINAL_AFRO PIK_NYLON_12/CS___	\$56.10	135
20291 - DISC-SEE 80001297-HOT WAVES_MILITARY BRUSH_NO HANDLE_12/CS___	\$1.70	1
20312 - EFFERGRIP_DENTURE ADHESIVE_2.5 OZ_12/CS_BOX_	\$19.13	6
20319 - NEW DAY_PETROLEUM JELLY_3.75 OZ_12/CS_CLEAR JAR_	\$252.45	220
20524 - PRESSMAN TOY_DOMINOES_DBL 6 WOODEN_12/CS_NO CS_	\$49.13	18
20544 - ADVANCED TEXTILES_WASHCLOTH_12 IN X 12 IN_120/CS_WHITE_	\$181.90	428
20545 - GOODSENSE_COUGH DROPS_CHERRY_30 CT_24/CS_RESEALABLE BAG_	\$132.60	122
20713 - GOODSENSE_EYE DROPS_REGULAR_.5 OZ_12/CS___	\$35.70	21
21337 - NATURALIST_MULTIVITAMIN_NO IRON 1/DAY_90 CT_12/CS___	\$209.53	88
21497 - NEW WORLD IMPORTS_TOOTHBRUSH_ANTISHANK_1/SP 1SP/EA 1/EA 72/CS___	\$60.52	178
21957 - COLGATE_TOOTHPASTE_SENS PLUS WHITENING_6 OZ_24/CS___	\$71.83	13
22097 - NEXT 1_SOAP_MOISTURIZING BAR_5 OZ_80/CS_CLEAR PLASTIC_WHITE_	\$747.79	767
22319 - PROTECTION_SHAVE CREAM_BRUSHLESS_7 OZ_24/CS_CLEAR TUBE_WHITE_	\$60.44	42
22344 - POWER UP_ANTIPERSPIRANT DEODORANT_BLOOM_2 OZ_24/CS_CLEAR STICK_	\$1,412.23	708
22661 - DARK & LOVELY_RELAXER KIT_MOIST SEAL SHEA BUTTER_6/CS___	\$29.92	4
22949 - SOFTEE_HAIR DRESS_BERGAMOT_5 OZ_12/CS_CLEAR JAR_BLUE_	\$80.75	51
23095 - FRESHSCENT_3 IN 1_SHAVE GEL BODY WASH_4 OZ_60/CS_CLEAR BOTTLE_CLEAR_	\$51.81	54
24125 - FRESHMINT_DENTURE TABLET_40 CT_40/BX 24BX/CS___	\$20.40	8
24214 - WEBSTER_DICTIONARY_POCKET_40/CS_BOX_	\$82.58	30
24409 - MAGIC SHAVE_SHAVE CREAM_REGULAR_6 OZ_6/CS___	\$121.89	38
24711 - GEN_BOOK_WORD FIND_72/CS_BOX_	\$147.77	61
24714 - SOFTEE_CONDITIONER_DAILY 3 IN 1_13.5 OZ_6/CS___	\$93.50	20
24723 - CAREALL_HYDROCORTISONE CREAM_MAX STRENGTH 1%_1 OZ_72/CS___	\$73.44	48
24872 - SOFTEE_HAIR DRESS_AFRICAN CROWN_5 OZ_12/CS_CLEAR JAR_	\$121.64	54
24893 - DISC-SEE 80002776-COLGATE_TOOTHPASTE_REGULAR_2.8 OZ_24/CS___	\$599.76	337
29016 - GALLANT_BIRTHDAY CARD_ACETATE_6/CS___	\$139.83	94
29021 - GALLANT_FRIENDSHIP CARD_WOOD WIND_6/CS___	\$184.45	127
29034 - GALLANT_BIRTHDAY CARD_JUVENILE_6/CS___	\$40.16	27

40601 - HERSHEY JOLLY RANCHER_CANDY_ASSORTED_3.7 OZ_48/CS_PLASTIC WRAPPED__	\$2,371.50	1802
40609 - SATHERS_CANDY_LEMON DROPS_4.25 OZ_60/CS_PRINTED BAG__	\$1,975.95	2308
40615 - SATHERS_CANDY_SF WILD FRUIT_1.75 OZ_60/CS_PRINTED BAG__	\$149.81	141
40708 - OREO_COOKIES_1.8 OZ_120/CS_BAG__	\$924.32	1182
961442 - COOL-OFF_DRINK MIX_FRUIT PUNCH_BULK_1000/CS__	\$169.07	445
961444 - COOL-OFF_DRINK MIX_LEMONADE_BULK_1000/CS__	\$153.77	403
80000112 - NEW WORLD IMPORTS_COMB_5 IN_2160/CS_BLACK	\$3.61	17
80000361 - SWEET FUSIONS_DRINK MIX_ORANGE SS_.5 OZ_500/CS	\$0.00	4
80000362 - SWEET FUSIONS_DRINK MIX_FRUIT PUNCH SS_.5 OZ_500/CS	\$1,235.86	3620
80000363 - SWEET FUSIONS_DRINK MIX_LEMONADE SS_.5 OZ_500/CS	\$866.75	2597
80000469 - THREE A_PLAYING CARDS_288/CS	\$136.81	87
80000896 - KEEBLER_CRACKERS_CLUB_5.25 OZ_12/CS	\$3,241.52	2040
80001297 - HOT WAVES_MILITARY BRUSH_NO HANDLE_6/CS__	\$74.80	44
80002776 - COLGATE_TOOTHPASTE_GREAT FLAVOR ANTICAVITY_2.5 OZ_24/CS	\$41.06	23
98990005 - KCN GENERIC ITEM NOT FOUND	(\$410.71)	-1
5043608001 - PRIDE/PLAYERS_SHIRT_CREWNECK_4 XL_2 PK_WHITE_MENS	\$84.53	19
5045703001 - MANHATTAN HOSIERY_SPORTS BRA_MEDIUM SZ 34_EA_WHITE_WOMENS	\$42.50	5
5045704001 - MANHATTAN HOSIERY_SPORTS BRA_LARGE SZ 36_EA_WHITE_WOMENS	\$17.00	2
5045705001 - MANHATTAN HOSIERY_SPORTS BRA_XL SZ 38_EA_WHITE_WOMENS	\$17.00	2
5045706001 - MANHATTAN HOSIERY_SPORTS BRA_2 XL SZ 40_EA_WHITE_WOMENS	\$25.50	3
5054303099 - INDERA MILLS_SHIRT_THERMAL_MEDIUM_BULK PKED_NATURAL__	\$193.67	31
5054304099 - INDERA MILLS_SHIRT_THERMAL_LARGE_BULK PKED_NATURAL__	\$218.66	35
5054305099 - INDERA MILLS_SHIRT_THERMAL_XL_BULK PKED_NATURAL__	\$256.15	43
5054306099 - INDERA MILLS_SHIRT_THERMAL_2 XL_BULK PKED_NATURAL__	\$140.30	21
5054307099 - INDERA MILLS_SHIRT_THERMAL_3 XL_BULK PKED_NATURAL__	\$180.39	27
5054403099 - INDERA MILLS_DRAWERS_THERMAL_MEDIUM_BULK PKED_NATURAL__	\$99.96	16
5054404099 - INDERA MILLS_DRAWERS_THERMAL_LARGE_BULK PKED_NATURAL__	\$81.22	13
5054405099 - INDERA MILLS_DRAWERS_THERMAL_XL_BULK PKED_NATURAL__	\$31.24	5
5054406099 - INDERA MILLS_DRAWERS_THERMAL_2 XL_BULK PKED_NATURAL__	\$20.04	4
5054407099 - INDERA MILLS_DRAWERS_THERMAL_3 XL_BULK PKED_NATURAL__	\$26.72	4
5069108001 - HANES_BRIEF_SZ 8_3 PK_WHITE_WOMENS	\$30.60	12
5069110001 - HANES_BRIEF_SZ 10_3 PK_WHITE_WOMENS	\$12.75	6
5088801001 - SOFT TOUCH SOCKS_TUBE #350_EA_WHITE__	\$714.85	583
5160102001 - ANDREW SCOTT_SHIRT_CREWNECK_SMALL_EA_WHITE_MENS	\$55.63	17

5160103001 - ANDREW SCOTT_SHIRT_CREWNECK_MEDIUM_EA_WHITE_MENS	\$166.90	51
5160104001 - ANDREW SCOTT_SHIRT_CREWNECK_LARGE_EA_WHITE_MENS	\$294.53	91
5160105001 - ANDREW SCOTT_SHIRT_CREWNECK_XL_EA_WHITE_MENS	\$356.70	111
5160106001 - ANDREW SCOTT_SHIRT_CREWNECK_2XL_EA_WHITE_MENS	\$140.08	32
5160107001 - ANDREW SCOTT_SHIRT_CREWNECK_3XL_EA_WHITE_MENS	\$166.35	38
5160203001 - ANDREW SCOTT_BOXER_MEDIUM_EA_WHITE_MENS	\$310.89	99
5160204001 - ANDREW SCOTT_BOXER_LARGE_EA_WHITE_MENS	\$431.97	135
5160205001 - ANDREW SCOTT_BOXER_XL_EA_WHITE_MENS	\$294.53	90
5160206001 - ANDREW SCOTT_BOXER_2XL_EA_WHITE_MENS	\$149.60	40
5160207001 - ANDREW SCOTT_BOXER_3XL_EA_WHITE_MENS	\$108.46	31



BOONE COUNTY, MISSOURI
Request for Proposal #02-25MAY16 – Detainee Commissary Services

ADDENDUM # 1 - Issued May 17, 2016

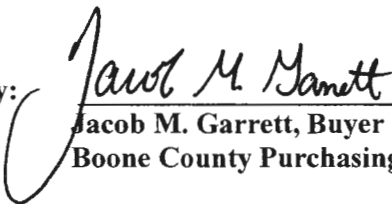
This addendum is issued in accordance with the RFP Response Page in the Request for Proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum **MUST be acknowledged** and submitted with Offeror's *Response Form*.

Specifications for the above noted Request for Proposal and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

CHANGE Proposal Submission and Proposal Opening date and time to:

Day/Date: Wednesday, June 1st, 2016

Time: 1:30 p.m. central time

By: 

Jacob M. Garrett, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Proposal #02-25MAY16 – *Detainee Commissary Services*, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

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/packaged 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 policies 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 faculty 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 :

