

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 17

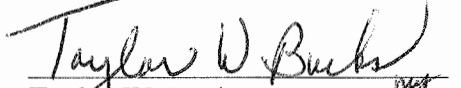
In the County Commission of said county, on the 17th day of August 20 17


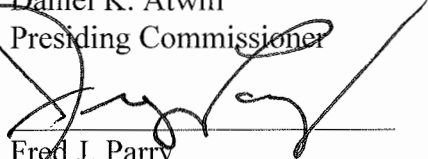

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby honor and recognize the contributions by Marla Gunn for 37 years of service to Boone County.

Done this 17th day of August, 2017.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

## PROCLAMATION HONORING MARLA GUNN

*Whereas,* Marla Gunn has served as a dedicated employee to the 13<sup>th</sup> Judicial Circuit for 37 years; and

*Whereas,* Marla began her career as Secretary to the Presiding Judge, serving under Presiding Judges Conley, Hamilton, Oxenhandler and Asel; and

*Whereas,* Marla was hired as Jury Supervisor in March 2014, where she has served under Presiding Judges Carpenter and Crane; and

*Whereas,* since Marla began her career with the 13<sup>th</sup> Judicial Circuit, the Boone County Courthouse has undergone two major renovations; and

*Whereas,* during her tenure, the courts have gone from an exclusive paper system to an all-electronic system for case processing and jury systems, including two state-wide software overhauls; and

*Whereas,* two internal databases had to be created to replicate the work Marla performed; and

*Whereas,* Marla has used her skills to communicate with countless members of the public and the bar to expedite timelines of cases, calm fears and provide information;

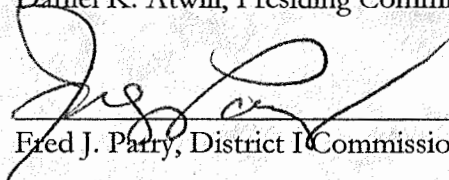
*Therefore,* we do hereby recognize the contributions of Marla Gunn to Boone County and honor her as she celebrates her retirement from the 13<sup>th</sup> Judicial Circuit.

IN TESTIMONY WHEREOF, this 17<sup>th</sup> day of August, 2017.

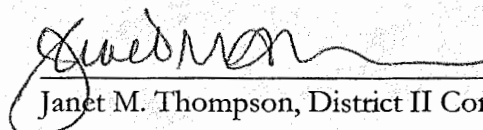




Daniel K. Atwill, Presiding Commissioner

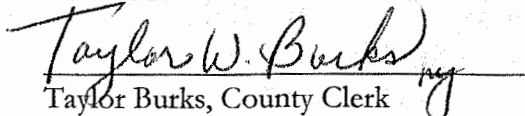


Fred J. Parry, District I Commissioner



Janet M. Thompson, District II Commissioner

ATTEST:

  
Taylor Burks, County Clerk

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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County of Boone

In the County Commission of said county, on the

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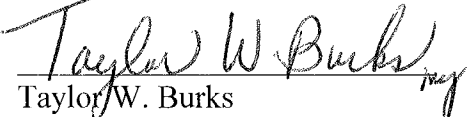
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 31-20JUL17 – Roof Replacement, Johnson Building to Watkins Roofing, Inc. of Columbia, MO.


Terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 17th day of August, 2017

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

362-2017

# Boone County Purchasing

Robert Wilson  
Buyer



613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: August 8, 2017  
RE: 31-20JUL17-Roof Replacement – Johnson Building

31-20JUL17-Roof Replacement – Johnson Building opened on July 20, 2017. Two (2) bids were received. Facilities Maintenance recommends award by low bid to Watkins Roofing, Inc. of Columbia Missouri.

Cost of the contract is \$58,000.00 which will be paid from department 6200 – Capital Repairs and Replacements, account 60110 – Major Building Repairs and Replacements. The budget was \$43,538.00.

att: Bid Tab

cc: Doug Coley, Facilities Maintenance  
Bid File

31-20JUL17 - Roof Replacement - Johnson Building

BID TABULATION	Watkins Roofing	Weathercraft, Inc.	Average
PRICING	Price	Price	
Base Bid	\$55,600.00	\$78,681.00	\$67,140.50
Alternate 1: Replace clay tile with metal caps	\$2,400.00	\$1,708.00	\$2,054.00
Base + Alternate 1	\$58,000.00	\$80,389.00	\$69,194.50
Replacement of Damaged Decking	\$8,500/1000 sqft. With +/- 8.50/sqft.	\$4,855.00/1000 sqft with +/- 4.85/sqft	
Revised Bid Form	X	X	
Bid Response	X	X	
Addendum #1	X	X	
Statement of Bidder's Qualifications	X	X	
Anti-Collusion Statement	X	X	
Signature & Identity of Bidder	X	X	
Bidder's Acknowledgment	X	X	
Work Authorization Certification	X	X	
Insurance	X	X	
Performace Bond	X	X	
Labor and Material Bond	N/A	N/A	
OSHA Affidavit	none	none	
Prevailing Wage Affidavit	none	none	

**No Bids**  
None

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**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Watkins Roofing, Inc.** (hereinafter referred to as the Vendor).

WITNESSETH: That for and in consideration of the acceptance of Vendor's bid and the award of this contract to said Vendor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Vendor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 31-20JUL17  
ROOF REPLACEMENT – JOHNSON BUILDING  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is:

<b>Base Bid:</b>	<b>\$55,600.00</b>
------------------	--------------------

Remove existing roof down to wood deck, dispose of properly. Replace any damaged decking. Install a minimum layer of 2" isocyanurate insulation. Install a fully adhered 60 mil EPDM membrane per manufacturer's instructions. Remove existing metal coping to allow EPDM membrane to cover parapet walls in their entirety. Install new 24-gauge pre-finished metal trim to match existing.

<b>Add Alternate 1:</b>	<b>\$2,400.00</b>
-------------------------	-------------------

Remove clay tile and replace with metal caps

<b>Total:</b>	<b>\$58,000.00</b>
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The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Notice to Bidders
- Bid Response
- Statement of Bidder's Qualifications
- Instructions to Bidders
- Bid Form
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgment
- Work Authorization
- Insurance Requirements
- Contract Conditions

Contract Agreement (sample)  
 \*Performance Bond  
 \*Labor and Material Payment Bond  
 General Specifications  
 Special Project Conditions  
 Affidavit—OSHA Requirements  
 Affidavit--Prevailing Wage  
 State Wage Rates  
 Boone County Standard Terms and Conditions

The Vendor agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Vendor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Vendor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Vendor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Vendor or by any Sub-vendor employed by the Vendor pursuant to the provisions of Section 290.250 RSMo. The Vendor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Vendor by the Owner.

The vendor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her sub-vendors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Vendor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating

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the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Vendor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Vendor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Vendor 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 Vendor, of any sub-vendor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontract for part of the services), of anyone directly or indirectly employed by vendor or by any sub-vendor, or of anyone for whose acts the vendor or its sub-vendor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Vendor expressly waives any action for Contribution against the County on behalf of the Vendor, any sub-vendor (meaning anyone, including but not limited to consultants having a contract with vendor or a subcontract for part of the services), anyone directly or indirectly employed by vendor or by any sub-vendor, or of anyone for whose acts the vendor or its sub-vendor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.



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The Owner agrees to pay the Vendor in the amount:

**Fifty-Eight Thousand Dollars and Zero Cents (\$58,000.00)**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 8-17-17  
at Columbia, Missouri. (Date)

**WATKINS ROOFING, INC.**

By: [Signature]

Title: \_\_\_\_\_

**BOONE COUNTY, MISSOURI**

By: Boone County Commission  
[Signature]  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
County Counselor

ATTEST:

[Signature]  
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 the contract do not create a measurable county obligation at this time.)

[Signature]  
Signature

8/10/17  
Date

6200/60110 - \$58,000.00

Appropriation Account

## BID RESPONSE

**TO: COUNTY OF BOONE, MISSOURI**

**SUBJECT: Roof Replacement – Johnson Building**  
**Bid Number: 31-20JUL17**

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and exclude Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

### **SECTION I**

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Roof Replacement – Johnson Building, 601 East Walnut St.**

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Purchasing Department to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

### **SECTION II**

The Bidder, hereby agrees to complete the work on the Johnson Building, 601 East Walnut St. Roof Replacement Project herein specified before the completion date and to allow a deduction of \$100.00 dollars per working day from the final payment as liquidated damages for each day that the completion is delayed beyond the specified completion date on the bid form.

**Project Completion Timeframe:** The Contractor agrees to complete the roof replacement project **within 60 working days** of receipt of Notice to Proceed. Notice to Proceed will be issued, depending on weather, in the Fall of 2017.

### **SECTION III**

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

### **SECTION IV**

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

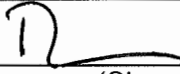
### **SECTION V**

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: Watkins Roofing, Inc.

By:   
(Signature)

Dan Watkins  
(Print or Type Name)

Title: Vice-President

Address: 4401 I-70 Drive SE

City, State, Zip: Columbia, MO 65201

Phone: 573-449-2951

Fax: 573-874-0201

Date: 7-20-2017

**REVISED BID FORM**

**ROOF REPLACEMENT – JOHNSON BUILDING**

**Bid Number 31-20JUL17**

**To: Purchasing Department  
613 E. Ash Street, Room 111  
Columbia, Mo. 65201**

**For: Johnson Building  
601 E. Walnut Street  
Columbia, Mo. 65201**

**Date:**

**From:** Watkins Roofing, Inc. hereinafter called the Bidder.

**The undersigned as Bidder, having examined the proposed Contract Document as titled: Roof Replacement – Johnson Building, including this Bid Form and Specifications, and having acknowledged receipt of Addenda.**

**IN SUBMITTING THIS BID, THE BIDDER AGREES:**

- To hold open the Bid for forty five (45) days from the date shown above;
- To accept and accomplish the Work in accordance with the Bid Documents, including the Specifications and Addenda;
- To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required Bonds if needed;
- To commence the Work immediately after receipt of the Notice to Proceed and complete the work by agreed date.
- To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

**To construct the Work for the Bid lump sum of: Base Bid: \$ 55,600.00**

**Base Bid:** Remove existing roof down to wood deck, dispose of properly. Replace any damaged decking. Install a minimum layer of 2" isocyanurate insulation. Install a fully adhered 60 mil EPDM membrane per manufacturer's instructions. Remove existing metal coping to allow EPDM membrane to cover parapet walls in their entirety. Install new 24-gauge pre-finished metal trim to match existing.

**Add Alternate 1: \$ 2,400.00**  
Remove clay tile and replace with metal caps.

**Replacement of Damaged Decking: \$ 8,500.00 for 1,000 square foot**  
**with +/- \$ 8.50 per square foot.**

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
7-10-2017	1

COMPANY NAME: Watkins Roofing, Inc.

ADDRESS: 4401 I-70 Drive SE

CITY, STATE, ZIP Columbia, MO 65201

PHONE NUMBER: 573-449-2951

AUTHORIZED REPRESENTATIVE: Dan Watkins

TITLE: Vice-President

SIGNATURE: 

**List Project Manager and Field Superintendent to be assigned to the Project  
(Name and brief experience summary)**

Dan Watkins, Resume Attached

Jimmy Million, Resume Attached

**List all work to be self-performed by the Bidder on this project.**

100% Self Performed

**List all Sub-Contractors to be utilized on this project.**

None

**Dan Watkins**  
**822 Edgewood**  
**Columbia, MO 65203**

**Experience – Supervisor for the following jobs**

- Replaced roof at multiple locations for United States Postal Service
- Installed new roof on Broadway Medical Plaza #4
- Replaced roof on both Jones Hall & Lathrop Hall for University of Missouri campus
- Installed new roof on Southern Boone County R-1 Schools
- Replaced roof on Morgan County R-II Schools
- Replaced roof on Fairview, Benton, & Russell Elementary Schools in the Columbia Public School system
- Replaced roof on Lafferre Hall for University of Missouri campus
- Replaced roof on New Haven, Oakland, Rock Bridge, & West Jr High Schools in the Columbia Public School system
- Installed new roof on the Columbia Hy-Vee Store #2
- Installed new roof on the Federal Court House in Jefferson City
- Replaced roof on multiple buildings for Hubbell Power Systems
- Replaced roof on Women's and Children's Hospital South Pavilion
- Replaced roof on Mexico Public Schools – Vo-Tech

**Employment**

*2016 – Present*

**Vice-President / Estimator / Executive Officer**  
**Watkins Roofing, Inc., Columbia, MO**

*2005 - 2016*

**Sole Owner (President, Vice-President, Secretary & Treasurer)**  
**Watkins Roofing Inc., Columbia, MO**

*1984-2005*

**General Manager – Watkins Roofing Inc., Columbia, MO**

*1983-1984*

**Estimator – Watkins Roofing Inc., Columbia, MO**

*1980-1983*

**Journeyman Roofer – Watkins Roofing Inc., Columbia, MO**

**Education**

2001 - Advanced Estimating System Certification School

1980 - *University of Missouri – Columbia, MO - Degree - Economics*

**Jimmy Million**  
**412 Wisdom St.**  
**Moberly, MO 65270**

### **Experience**

- Replaced roof on Hatch Hall for University of Missouri campus
- Replaced roof on both Jones Hall & Lathrop Hall for University of Missouri campus
- Installed new roof on Southern Boone County R-1 Schools
- Replaced roof on Ozark Jr High School in the Ozark R-VI School District
- Installed new roof on Truman State University
- Installed new roof on ABC Laboratories
- Replaced roof on Fairview, Benton, & Russell Elementary Schools in the Columbia Public School system
- Replaced roof on Lafferre Hall for University of Missouri campus
- Replaced roof on New Haven, Oakland, Smithton, & West Jr High Schools in the Columbia Public School system
- Replaced roof on various buildings for the City of Columbia
- Installed new roof on Alpha Hart Lewis Elementary School in the Columbia Public School system
- Installed new roof on the Columbia Hyvee Store #2
- Replaced roof on the Ellis Fischel Cancer Center
- Installed new roof on the Patient Tower at Boone Hospital

### **Employment**

*1999 - Present*

**Construction Foreman – Watkins Roofing Inc. Columbia, MO**

*1993-1999*

**Roofer – Self Employed, Moberly, MO**

### **Education**

1978

*Moberly High School, Moberly, MO*  
*General Curriculum*

**SIGNATURE AND IDENTITY OF BIDDER**

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

( ) sole individual                      ( ) partnership                      ( ) joint venture  
(X) corporation, incorporated under laws of the state of Missouri

Dated 7-20, 20 17

Name of individual, all partners, or joint venturers:

Address of each:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

doing business under the name of:

Address of principal place of business in Missouri:


(If using a fictitious name, show this name above in addition to legal names.)

Watkins Roofing, Inc.  
(If a corporation - show its name above)

4401 I-70 Drive SE, Columbia, MO 65201

ATTEST:

  
(Secretary)

  
(Title) *vice-president*

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.



**BIDDER'S ACKNOWLEDGMENT**

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of Missouri

County of Boone

On this 20 day of July, 20 17

before me appeared Dan Watkins to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

~~(if a sole individual)~~ acknowledged that he executed the same as his free act and deed.

~~(if a partnership or joint venture)~~ acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

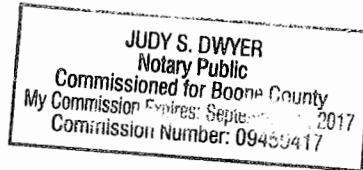
(if a corporation) that he is the Vice-President  
President or other agent

of Watkins Roofing, Inc.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at July 20th, 2017 the day and year first above written.

(SEAL) Judy S. Dwyer Notary Public

My Commission expires 9/29/17, 20 17.





# E-Verify



Company ID Number: 212944

**Approved by:**

**Employer Watkins Roofing, Inc.**

**Judy Dwyer**

Electronic Signature Date: 03/13/2009

*Electronically Signed*

03/13/2009

Signature

DD

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Electronic Signature Date: 03/13/2009

*Electronically Signed*

03/13/2009

Signature

DD



Company ID Number: 212944

**Information Required for the E-Verify Program**

**Information relating to your Company:**

Company Name: Watkins Roofing, Inc.

Company Facility Address: 4101 Lee Drive SE

Columbus, GA 31906

Company Alternate  
Address:

County or Parish: BOONE

Employer Identification  
Number: 431003048

North American Industry  
Classification Systems  
Code: 738

Parent Company: Watkins Roofing, Inc.

Number of Employees: 70 to 99

Number of Sites Verified  
for: 1

**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

- MISSOURI 1 site(s)

## STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: Watkins Roofing, Inc.
2. Business Address: 4401 I-70 Drive SE  
Columbia, MO 65201
3. When Organized: 1-1-1971
4. When Incorporated: 1-1-1971
5. If not incorporated, state type of business and provide your federal tax identification number:
6. Number of years engaged in contracting business under present firm name:  
46 years
7. If you have done business under a different name, please give name and location:  
NA
8. Percent of work done by own staff: 95%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No
10. Have you ever defaulted on a contract? No
11. List of contracts completed within the last four years, including value of each: See Attached
12. List of projects currently in progress: See Attached

\* Attach additional sheets as necessary \*

## **Watkins Roofing**

573-449-2951 / [WatkinsRoofing@socket.net](mailto:WatkinsRoofing@socket.net)

### Qualifications - Current and Past Job References

#### Current Projects Under Construction

		<b>Description of Work</b>
<b>Project Title:</b>	MU Power Plant Replace North DA	Roof Replacement
Cost Of Project:	\$1,502,900.00	EPDM Membrane Roofing
% Complete:	10%	Metal Wall Panels
Target Completion Date:	12/13/2017	Metal Roof
Name & Address Of Project Contact:	Bryan Connelly, Tarlton Corporation 500 West Park Ave, St. Louis, MO 63110	
Phone Number of Project Contact:	314-633-3449	
<b>Project Title:</b>	CPS Grant Elementary Addition	EPDM Roof Addition
Cost Of Project:	\$109,560.00	Sheet Metal Flashing & Trim
% Complete:	15%	
Target Completion Date:	10/29/2017	
Name & Address Of Project Contact:	Little Dixie Construction 3316 Lemone Industrial Blve, Columbia, MO 65201	
Phone Number of Project Contact:	(573) 449-7200	
<b>Project Title:</b>	Boone Hospital Center	Roof Replacement
Cost Of Project:	\$254,240.00	3 Building Project
% Complete:	85%	EPDM Membrane Roofing
Target Completion Date:	8/31/2017	Roof Coating
Name & Address Of Project Contact:	Jeff Ditzfeld - Boone Hospital Center 1600 E Broadway St, Columbia, MO 65201	
Phone Number of Project Contact:	(573)-815-8213	
<b>Project Title:</b>	Missouri Lottery Headquarters Roof Replacement	Roof Replacement
Cost Of Project:	\$606,440.00	TPO Reinforced Membrane
% Complete:	65%	
Target Completion Date:	8/18/2017	
Name & Address Of Project Contact:	Bob Rehagen, State of Missouri 730 Truman Building, Jefferson City, MO	
Phone Number of Project Contact:	(573)-522-0002	
<b>Project Title:</b>	District-wide Roof Improvements - Rockwood Schools	Roof Replacement
Cost Of Project:	\$863,566.00	TPO Roofing
% Complete:	75%	
Target Completion Date:	7/31/2017	
Name & Address Of Project Contact:	Michael Schneider, Rockwood School District 17146 Manchester Road, Wildwood, MO 63040	
Phone Number of Project Contact:	636-733-3270	

## Current Projects: (Cont.)

		<b>Description of Work</b>
<b>Project Title:</b>	Broadway Shopping Center Roof A	EPDM Roofing
Cost Of Project:	\$55,750.00	Sheet metal flashing and trim
% Complete:	10%	
Target Completion Date:	8/31/2017	
Name & Address Of Project Contact:	Shelter Enterprises, LLC - David Dingler 1817 W Broadway, Columbia, MO 65218	
Phone Number of Project Contact:	(573)-214-6449	
<b>Project Title:</b>	Audrain County Jail Expansion	New Construction
Cost Of Project:	\$89,665.00	EPDM Roofing
% Complete:	15%	
Target Completion Date:	12/31/2017	
Name & Address Of Project Contact:	GBH Builders 3441 N Ten Mile Dr, Jefferson City, MO 65109	
Phone Number of Project Contact:	(573)-893-3633	
<b>Project Title:</b>	Hubbell Power Systems	Roof Replacment
Cost Of Project:	\$212,530.00	Multiple Building Roof Replacement
% Complete:	85%	EPDM Roofing
Target Completion Date:	8/1/2017	
Name & Address Of Project Contact:	Bruce Kasubke 210 N Allen St, Centralia, MO 65240	
Phone Number of Project Contact:	(573) 682-8437	
<b>Project Title:</b>	Allied Health Science Center, State Technical College	New Construction
Cost of Project:	\$247,630.00	TPO Roofing
% Complete:	10%	
Target Completion Date:	10/31/2017	
Name & Address of Project Contact:	Verslues Construction 6919 Rocky Valley Rd, Jefferson City, MO 65101	
Phone Number of Project Contact:	(573)-395-4323	

## Completed Projects:

		<b>Description of Work</b>
<b>Project Title:</b>	CPS - Jefferson Middle Partial Roof Replacement	Roof Replacment
Cost Of Project:	\$308,000.00	9 Sections
Target Completion Date:	12/30/2016	EPDM Membrane Roofing
Name & Address Of Project Contact:	Charlie Oestreich - Facilities & Construction Services 5909 Paris Road, Columbia, MO 65202	
Phone Number of Project Contact:	(573)-214-3760	
Date of Completion	12/30/2016	
<b>Project Title:</b>	Jefferson City Readiness Center	Roof Replacement
Cost Of Project:	\$304,005.00	EPDM Roofing
Target Completion Date:	2/10/2017	
Name & Address Of Project Contact:	Andy Distler, State of Missouri 6819 North Boundary Rd, Jefferson City, MO	
Phone Number of Project Contact:	(573)-638-9692	
Date of Completion	11/29/2016	
<b>Project Title:</b>	Palmyra School District - Middle School and Elementary School	Roof Replacement
Cost Of Project:	\$236,000.00	80 Mil TPO Roofing
Name & Address Of Project Contact:	Palmyra R-I School District 1703 South Main St, Palmyra, MO 63461	
Phone Number of Project Contact:	Carl Moore - Modern Roof Consulting - (314) 973-6439	
Date of Completion	8/23/2016	
<b>Project Title:</b>	Boone County Emergency Communication Center	New Construction
Cost Of Project:	\$510,765.00	SBS Roofing
Name & Address Of Project Contact:	Little Dixie Construction - Joe gruender 3316 Lemone Industrial Blve, Columbia, MO 65201	Metal Wall Panels
Phone Number of Project Contact:	(573) 449-7200	Sheet Metal Flashing
Date of Completion	7/21/2016	
<b>Project Title:</b>	Marshall Airport Terminal Building Rehabilitation	Roof Replacement
Cost Of Project:	\$120,000.00	Modified Bituminous Roofing
Name & Address Of Project Contact:	Rhad Baker Construction 4851 County Road 219, Fulton, MO 65251	Metal Wall Panels
Phone Number of Project Contact:	(573)-489-6470	
Date of Completion	6/27/2016	
<b>Project Title:</b>	Lincoln Unversity 2015 Roof Replacement	Young Hall
Cost Of Project:	\$323,500.00	Elliff Hall
Name & Address Of Project Contact:	Lincoln University - Michael Henderson 309 Young Hall, 820 Chestnut Street, Jefferson City, MO 65102	SBS Membrane Roofing
Phone Number of Project Contact:	(573)-681-5084	
Date of Completion	3/16/2016	
<b>Project Title:</b>	Canton Public Library	Roof Replacement
Cost Of Project:	\$70,200.00	TPO Membrane Roof
Name & Address Of Project Contact:	Jacques Reynolds, Architechnics 510 Maine St, Quincy, IL 62301	
Phone Number of Project Contact:	(217) 222-0554	
Date of Completion	12/16/2015	



## Completed Projects (Cont'd):

		<b>Description of work</b>
<b>Project Title:</b>	KOMU-TV Roof Replacment	Roof Replacement
Cost Of Project:	\$477,700.00	Modified Bituminous Membrane Roofing
Name & Address Of Project Contact:	Ed Drane - Plan, Design & Construction 130 General Services Bldg-Cm, Columbia, MO 65211	
Phone Number of Project Contact:	573-882-4310	
Date of Completion	5/1/2015	
<b>Project Title:</b>	Marshall Utilities Power Plant ReRoof	Roof Replacement
Cost Of Project:	\$495,000.00	Fleece Back EPDM Membrane
Name & Address Of Project Contact:	Randy Akers - Septagon Construction Co 113 East Third Street, Sedalia, MO 65301	Flashing & Sheet Metal
Phone Number of Project Contact:	(660)-827-5955 ext 122	
Date of Completion	10/15/2014	
<b>Project Title:</b>	Northesat Randolph Co R-IV School District	2014 Roof Replacement
Cost Of Project:	\$272,750.00	2001 Wind Vent System - EPDM Roof
Name & Address Of Project Contact:	Ralph Graham - Control Technologies & Solutions 15933 Clayton Rd, Suite 110, Ellisville, MO 63011	Metal Roof
Phone Number of Project Contact:	(913)-602-4329	
Date of Completion	10/1/2014	
<b>Project Title:</b>	Capital Regional Southwest Complex	Re-Roof
Cost Of Project:	\$648,250.00	2-ply modified
Name & Address Of Project Contact:	Martin Grabinsky - Capital Regional Medical Center 1125 Madison Street, Jefferson City, MO 65101	
Phone Number of Project Contact:	(573)-616-9751	
Date of Completion	8/15/2014	
<b>Project Title:</b>	UMC Various Locations Replace Roofs	Re-Roof
Cost Of Project:	\$932,620.00	Multiple Buildings
Name & Address Of Project Contact:	Ed Drane - Plan, Design & Construction 130 General Services Bldg-Cm, Columbia, MO 65211	EPDM, PVC
Phone Number of Project Contact:	573-882-4310	
Date of Completion	10/8/2013	
<b>Project Title:</b>	Evangelical Free Church	Re-Roof
Cost Of Project:	\$247,300.00	Standing Seam Metal
Name & Address Of Project Contact:	Evangelical Free Church - Ron McVey 600 Silvey Street, Columbia, MO 65203	
Phone Number of Project Contact:	(573)-356-6269	
Date of Completion	10/1/2013	
<b>Project Title:</b>	Student Recreation Complex - Replace Roof	Re-Roof
Cost Of Project:	\$956,375.00	Modified Bituminous Membrane
Name & Address Of Project Contact:	James Henley, Plan, Design & Construction 130 General Services Building, Columbia, MO 65211	
Phone Number of Project Contact:	(573)-884-8373	
Date of Completion	8/17/2012	

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Watkins Roofing, Inc.

4401 Interstate 70 Drive SE, Columbia, MO 65201

as Principal, hereinafter called Contractor, and West Bend Mutual Insurance Company

8401 Greenway Blvd., Suite 1100, Middleton, WI 53562

a Corporation, organized under the laws of the State of Wisconsin  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of \$58,000.00 - Fifty Eight Thousand and NO/100 Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated August 2, 2017 entered into a Contract with Owner for:

**Bid Number: 31-20JUL17**  
**ROOF REPLACEMENT – Johnson Building, 601 East Walnut St.**  
**BOONE COUNTY - MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.


Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

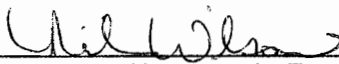
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at West Bend Mutual Insurance Company, on this 2nd day of August, 2017.

Watkins Roofing, Inc.  
(Contractor)

(SEAL)

BY:   
West Bend Mutual Insurance Company  
(Surety Company)

(SEAL)

BY:   
(Attorney-In-Fact) Michelle Wilson

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Steve Young  
Phone Number: 800-760-9250  
Address: 8401 Greenway Blvd., Suite 1100  
Middleton, WI 53562

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Watkins Roofing, Inc.  
4401 Interstate 70 Drive SE, Columbia, MO 65201  
as Principal, hereinafter called Contractor, and West Bend Mutual Insurance Company  
8401 Greenway Blvd., Suite 1100, Middleton, WI 53562

a corporation organized under the laws of the State of Wisconsin, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held  
and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the  
use and benefit of claimants as herein below defined, in the amount of

Fifty Eight Thousand and NO/100 DOLLARS

(\$ 58,000.00), for the payment whereof Contractor and Surety bind themselves, their  
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents:

WHEREAS, Contractor has by written agreement dated August 2, 2017 entered into  
a contract with Owner for

**Bid Number: 31-20JUL17**  
**ROOF REPLACEMENT – Johnson Building, 601 East Walnut St.**  
**BOONE COUNTY - MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by  
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall  
promptly make payments to all claimants as hereinafter defined, for all labor and material used or  
reasonably required for use in the performance of the Contract, then this obligation shall be void;  
otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant’s work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

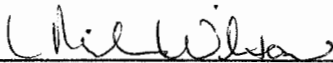
D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at West Bend Mutual Insurance Company on this 2nd day of August 2017.

CONTRACTOR Watkins Roofing, Inc. (SEAL)

BY: 

SURETY COMPANY West Bend Mutual Insurance Company

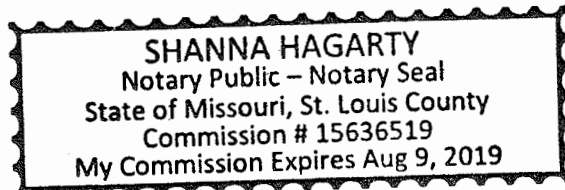
BY:   
(Attorney-In-Fact) Michelle Wilson

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

State of Missouri  
City of St. Louis

On August 2, 2017, before me personally appeared  
Michelle Wilson to me known to be an Attorney-in-Fact of  
West Bend Mutual Insurance Company the corporation described in the  
within instrument, and she acknowledged that she executed the within instrument as the act of the said  
Company in accordance with authority duly conferred upon her by said Company.



Shanna Hagarty  
Notary Public

### Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Michelle Wilson

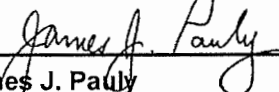
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

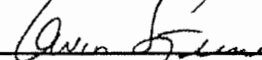
*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

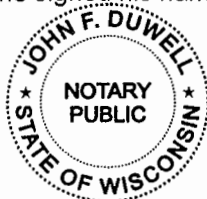
  
James J. Pauly  
Secretary

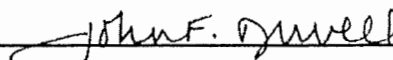


  
Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.




  
John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 2 day of August, 2017



  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer

## BID BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR:**  
*(Name, legal status and address)*  
 Watkins Roofing, Inc.  
 4401 I-70 Drive SE  
 Columbia, MO 65201

**SURETY:**  
*(Name, legal status and principal place of business):*  
 West Bend Mutual Insurance Company  
 8401 Greenway Blvd., Suite 1100  
 Middleton, WI 53562

**OWNER:**  
*(Name, legal status and address)*  
 County of Boone, Missouri  
 613 E. Ash Street, Room 111  
 Columbia, MO 65201

**BOND AMOUNT:** \$ 5% (Five Percent of the Amount Bid)

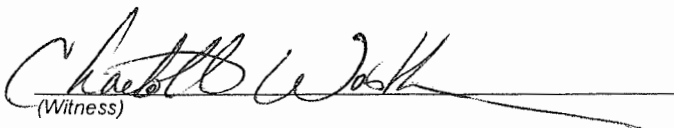
**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
 No. 31-20JUL17 / Roof Replacement - Johnson Building, 601 East Walnut St.  
 Boone County, Missouri

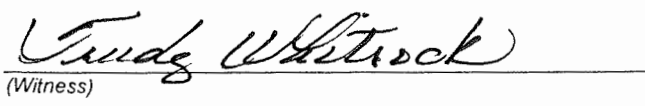
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a Surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

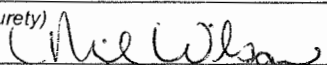
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of July, 2017.

  
 \_\_\_\_\_  
 (Witness)

  
 \_\_\_\_\_  
 (Witness)

Watkins Roofing, Inc.  
  
 \_\_\_\_\_  
 (Principal) (Seal)  
**Vice-**  
**President**  
 \_\_\_\_\_  
 (Title)

West Bend Mutual Insurance Company  
 \_\_\_\_\_  
 (Surety) (Seal)  
  
 \_\_\_\_\_  
 (Attorney-in-Fact) Michelle Wilson



### Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Michelle Wilson

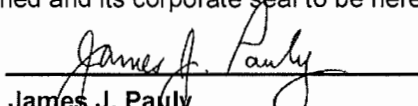
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Seven Million Five Hundred Thousand Dollars (\$7,500,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

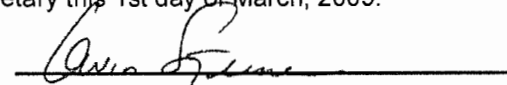
*Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.*

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

  
James J. Pauly  
Secretary

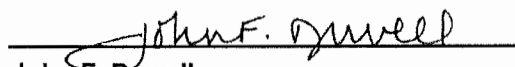


  
Kevin A. Steiner  
Chief Executive Officer / President

State of Wisconsin  
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

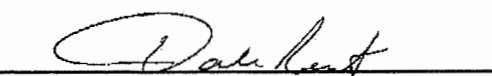


  
John F. Duwell  
Executive Vice President - Chief Legal Officer  
Notary Public, Washington Co. WI  
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 20 \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_, 2017 \_\_\_\_\_

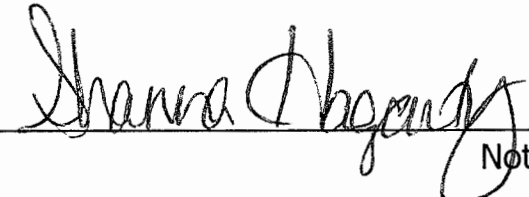


  
Dale J. Kent  
Executive Vice President -  
Chief Financial Officer

State of Missouri  
City of St. Louis

On July 20, 2017, before me personally appeared  
Michelle Wilson to me known to be an Attorney-in-Fact of  
West Bend Mutual Insurance Company the corporation described in the  
within instrument, and she acknowledged that she executed the within instrument as the act of the said  
Company in accordance with authority duly conferred upon her by said Company.



  
\_\_\_\_\_  
Notary Public



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 31-20JUL17 – Roof Replacement – Johnson Building**


**ADDENDUM #1 - Issued July 10, 2017**

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid 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) Replace termination bars.
- 2) Replace metal coping with new to match existing.
- 3) The Pre-Bid Conference attendee list is attached for informational purpose.
- 4) Replace the *Bid Form* with the attached *Revised Bid Form*
- 5) **Question Received by the County:**  
I'm not clear on what roof areas you want included in our bid. Would you clarify please?

**Response by the County:** The entirety of 601 E. Walnut excluding metal roof. Includes small roofs over east, west, and south entrance. Cover parapet walls with EPDM in their entirety to tile or metal caps.

By:   
**Robert Wilson**  
**Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid # **31-20JUL17 – Roof Replacement – Johnson Building** receipt of which is hereby acknowledged:

Company Name: Watkins Roofing, Inc.  
Address: 4401 I-70 Drive SE  
Columbia, MO 65201  
Phone Number: 573-449-2951 Fax Number: 573-874-0201  
E-mail address: DanW@watkinsroofing.net

Authorized Representative Signature:  Date: 7-20-17

Authorized Representative Printed Name: Dan Watkins

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Dan Watkins, being first duly sworn, deposes and

says that he is Vice President  
(Title of Person Signing)

of Watkins Roofing, Inc.  
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]

By Dan Watkins

By Vice-President

Sworn to before me this 20 day of July, 20 17

Judy S. Dwyer  
Notary Public

My Commission Expires 9/29/17

JUDY S. DWYER  
Notary Public  
Commissioned for Boone County  
My Commission Expires: September 29, 2017  
Commission Number: 09459417



## Roof Replacement – Johnson Building

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**Bid Number: 31-20JUL17**

**CONSTRUCTION BID REQUEST**

Bid Documents,  
General Specifications  
Technical Specifications

**BOONE COUNTY COMMISSION**

Daniel K. Atwill, Presiding Commissioner  
Fred J. Parry, District I Commissioner  
Janet Thompson, District II Commissioner

**FACILITIES MAINTENANCE / PROJECT MANAGER**

Doug Coley, Facilities Maintenance Manager

**BOONE COUNTY PURCHASING**

Robert Wilson, Buyer  
613 E. Ash Street, Room 111  
Columbia, MO 65201  
Phone: (573) 886-4393      Fax: (573) 886-4390  
E-mail: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org)

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**A pre-bid conference has been scheduled for Wednesday, July 5, 2017 at 1:30 p.m. in the Government Center, conference room 301 located at the Boone County Government Center, 801 E. Walnut Street, Columbia, MO 65201. A site visit will immediately follow. The purpose of the meeting will be to address any questions or concerns regarding the bid. Bidders should bring a copy of the RFB since it will be used as the agenda for the pre-bid conference. Bidders are STRONGLY ENCOURAGED to attend this pre-bid conference.**

**Questions specific to this project should be directed to the Purchasing Department. All questions pertaining to the project should be received by 5:00 p.m. on July 13, 2017.**

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**\*For the awarded Contractor, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein if Bid Response is \$50,000 or greater at the time of contract execution (not with Bid Response).**

## NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for 31-20JUL17- Roof Replacement - Johnson Building

**Scope of Project Construction:** To furnish labor and material to complete the following scope of work:

**Base Bid:** Remove existing roof down to wood deck, dispose of properly. Replace any damaged decking. Install a minimum layer of 2" isocyanurate insulation. Install a fully adhered 60 mil EPDM membrane per manufacturer's instructions. Remove existing metal coping to allow EPDM membrane to cover parapet walls in their entirety. Install new 24-gauge pre-finished metal trim to match existing.

**Sealed bids will be accepted until 1:15 p.m. central time on Thursday, July 20, 2017 at the Boone County Annex building, Purchasing Department, Attn: Robert Wilson, Buyer, 613 E. Ash Street, Room 111, Columbia, MO 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.**

**Bids will be opened after 1:15 p.m. on July 20, 2017 in the Purchasing Department.**

**A pre-bid conference has been scheduled for Wednesday, July 5, 2017 at 1:30 p.m. in the Boone County Government Center, conference room 301, 801 E. Walnut Street, Columbia, Missouri. A site visit will immediately follow. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are STRONGLY URGED to attend.**

**All questions pertaining to the project should be received by 5:00 p.m., July 13, 2017 in order to allow an addendum to be prepared.**

**If Bidder's bid response is \$50,000 or greater, the following bonds are required:** A Bid Bond or Certified Check made payable to the County, in the amount of 5% of the Base Bid(s) shall accompany the following Bid Package as a guarantee that the bidder, if awarded the Contract, will furnish a satisfactory Performance and Payment Bond; execute the contract; and proceed with the work. Upon failure to do so, the Bidder shall forfeit the deposit or amount of the Bid Bond as liquidated damages, and no mistakes or errors on the part of the Bidder shall excuse the Bidder or entitle the Bidder to a return of the deposit or Bid Bond.

The County reserves the right to select and award the bid item or items which best suit its needs, whether the price is the lowest or not; and also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all alternates, unit price bids, extensions, and totals provided thereon shall be completed fully.

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: **Roof Replacement – Johnson Building**  
Bid Number: **31-20JUL17**

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and exclude Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

### **SECTION I**

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Roof Replacement – Johnson Building, 601 East Walnut St.**

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Purchasing Department to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total".

### **SECTION II**

The Bidder, hereby agrees to complete the work on the Johnson Building, 601 East Walnut St. Roof Replacement Project herein specified before the completion date and to allow a deduction of \$100.00 dollars per working day from the final payment as liquidated damages for each day that the completion is delayed beyond the specified completion date on the bid form.

**Project Completion Timeframe:** The Contractor agrees to complete the roof replacement project **within 60 working days** of receipt of Notice to Proceed. Notice to Proceed will be issued, depending on weather, in the Fall of 2017.

### **SECTION III**

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

### **SECTION IV**

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

### **SECTION V**

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.



The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

## STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
\_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. When Incorporated: \_\_\_\_\_
5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
\_\_\_\_\_
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: \_\_\_\_\_
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: \_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress: \_\_\_\_\_  
\_\_\_\_\_

\* Attach additional sheets as necessary \*

## INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the **Roof Replacement – Johnson Building, Bid No. 31-20JUL17** will be constructed, Scope of Work, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of Addenda, if any, should be signed and attached to the proposal submitted and considered a part of the contract.

Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

**Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

**BONDS: If Bidder's bid response is \$50,000 or greater, the following bonds are required:**

**Performance Bond and Labor and Material Payment Bond:** Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

**Bid Bond:** A Bid Bond or Certified Check made payable to Boone County, in the amount of 5% of the Base Bid shall accompany the proposal response as a guarantee that the Offeror, if awarded the Contract, will furnish a satisfactory Performance and Payment Bond; execute the contract; and proceed with the work. Upon failure to do so, the Respondent shall forfeit the deposit or amount of the Bid Bond

as liquidated damages, and no mistakes or errors on the part of the Respondent shall excuse the Respondent or entitle the Respondent to a return of the deposit or Bid Bond.

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications, or any other proposed Contract documents, they may submit to the Purchasing Department a written request for an interpretation thereof six days prior to the submittal of bid. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bid Response,
2. Statement of Bidder's Qualifications,
3. Bidding Forms,
4. Anti-Collusion Statement,
5. Signature and Identity of Bidder,
6. Bidder's Acknowledgment,
7. Work Authorization Certification
8. \*Performance Bond, and
9. \*Labor and Material Payment Bond.

**\*IF BID RESPONSE IS GREATER THAN \$50,000 FOR THE AWARDED CONTRACTOR, PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND MUST BE SUBMITTED ON FORMS PROVIDED HEREIN AT TIME OF CONTRACT EXECUTION.**

Performance bond and labor and material payment bond to be provided at the time of contract execution (not returned with vendor's bid proposal response).

## **1. BIDDING GUIDELINES**

The submission of a Bid shall be deemed the Bidders tacit acknowledgement and considered conclusive evidence that:

Each Bidder is responsible for reviewing and taking into consideration all Bid Documents, local regulations and any other reasonably known items that may affect the cost to perform the work.

The Bidder has visited the site and is familiar with all conditions, including the nature, amount and location of the work, the general and local conditions, labor relations and all other matters which might in any way affect or have a bearing on the work or its cost.

The Bidder assumes ultimate responsibility for ensuring that they have obtained all bid documents and that all documents are complete.

Compensation will not be awarded to Bidders who have incurred cost for above referenced conditions.

If a prospective Bidder discovers discrepancies, errors or omissions in the Bid Documents or is in doubt as to the true meaning of any part of the Contract Documents or Specifications, the Bidder should immediately contact the Purchasing Department for clarification.

Questions regarding the documents or bidding procedures or requests for interpretations, corrections or changes should be delivered to the Purchasing Agent: Robert Wilson, Buyer. Boone County Annex, Purchasing Department, 613 E. Ash Street, Room 111, Columbia, MO 65201. Phone: (573) 886-4393; Fax: (573) 886-4390; e-mail: [rwilson@boonecountymo.org](mailto:rwilson@boonecountymo.org).

All requests and questions will be received until six (6) days before the opening of bids.

Each contractor shall comply fully with all laws, ordinances, rules, regulations and orders of any public authority having jurisdiction on the project.

Interpretations, corrections or changes to the Bid Documents made in any manner other than a written Addenda issued by the Purchasing Department, shall not be binding and Bidders shall not rely upon such interpretations, corrections or changes.

## **2. BIDDING INSTRUCTIONS**

See Page 12 for Bid Form

Each bid must show the full legal name and business address of the Bidder, including its street address if it differs from the mailing address.

Each bid must be complete and free from ambiguity and signed by an individual authorized to bind the bidder and if submitted by a partnership or joint venture a list showing the full names and addresses of all partners or joint ventures must be provided.

The Bidder shall submit the Bid Proposal in an opaque, sealed envelope bearing the name of the Bidder and the Bid Number addressed to;

**County of Boone – Purchasing Department  
613 E. Ash Street, Room 111  
Columbia, MO. 65201**

**Attn: Robert Wilson, Buyer**

If the Bidder elects to mail the bid, it must be mailed to the address above.

If the Bidder elects to hand deliver the bid, it must be delivered to the address above.

Any bid received after the due date stated in the Notice to Bidders will be rejected.

All bids must be submitted in strict conformance with the documents contained in or referred to in the Bid Documents.

Bids shall be firm for acceptance within a minimum of (45) forty-five days from the bid due date. Failure to provide the minimum quotation validity period may result in the Bidder's proposal being non-responsive and forfeiture of submitted Bid Bonds.

### **3. BIDDING INDEMNIFICATION**

By submitting a Bid, each Bidder agrees to waive any claim it has or may have against the Owner, the Architect/Engineer and Project Manager and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any Bid.

### **4. BIDDING MODIFICATIONS / WITHDRAWAL OF BIDS**

A Bidder may, without prejudice to itself, modify or withdraw its bid from consideration if such a request is made in writing and received by Boone County prior to the due date and time for submission of bids stated in the Notice to Bidders.

Other than delivered, bids will not be considered. Bids already submitted, however, may be modified by fax provided such modification is received by Boone County prior to the bid date due.

### **5. BID EXPENSE**

Any expense or costs incurred by the Bidder in the preparation of and response to the Bid Documents will be at the sole cost and expense of the Bidder.

### **6. CONTRACT AWARD**

In awarding the Contract Work, the Owner will evaluate the price, the completeness of the Bid, the Bidders skill, ability, responsibility, experience, capacity, financial standing, schedule, efficiency and any other factor deemed appropriate by the Owner.

The Owner maintains the following rights and considerations:

- a. To reject any or all bids and, in particular, a bid not accompanied by all the bid information required by the Bid Documents or a bid that is in any way incomplete or irregular.
- b. To waive any informality or irregularity in any Bid received.
- c. To award all or part of a bid as well as the right to let other contracts in connection with the work.
- d. To award a Contract, based on the bids received, without any further discussion of such bids,
- e. To award individual contracts for the Contract work on the basis of each separate Base Bid amount as itemized on the Bid Form(s) or award a single contract to one Bidder on the basis of the combined Bid for all the Contract work.

### **7. UNIT PRICES**

The Bidding Documents may include Unit Prices in the Bid Form applicable to a specific Bid Category(ies) which must be completed by the Bidder as a part of the Bid. If the Unit Prices are not completed, the Bid will not be considered responsive and may be rejected by the Owner.

It is the intent that all Unit Prices shall completely cover all costs, expenses, overhead and profit for such work.

## **8. OWNER'S TAX EXEMPTION STATUS**

The Owner of this project, County of Boone, is a sales tax exempt entity. Because of this, construction materials purchased for and used on this project are eligible for exemption from Missouri sales tax. All bidders acknowledge and agree that its lump sum price to the County of Boone, excludes Missouri sales and use taxes and that the proposed contract sum does not include any Missouri sales taxes for which the County of Boone receives an exemption.

To enable the County of Boone to take advantage of its tax-exempt status, purchase of materials and equipment by the Contractor for its work on this project shall be made under and pursuant to the tax exempt purchase procedure authorized by Missouri Statutes. This procedure includes, among other requirements, the issuance of project exempt certificates to all Contractors who use those certificates to effect tax exempt purchases.

**BID FORM**  
**ROOF REPLACEMENT – JOHNSON BUILDING, 601 EAST WALNUT**  
**Bid Number 03-17JAN13**

**To: Purchasing Department**  
**613 E. Ash Street, Room 110**  
**Columbia, Mo. 65201**

**For: Johnson Building**  
**601 E. Walnut Street**  
**Columbia, Mo. 65201**

**Date:**

**From:** \_\_\_\_\_ **hereinafter called the Bidder.**

**The undersigned as Bidder, having examined the proposed Contract Document as titled: Roof Replacement – Johnson Building, including this Bid Form and Specifications and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda**

**IN SUBMITTING THIS BID, THE BIDDER AGREES:**

To hold open the Bid for forty-five (45) days from the date shown above;

To accept and accomplish the Work in accordance with the Bid Documents, including the Specifications and Addenda;

To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required Bonds; if applicable

To commence the Work immediately after receipt of the Notice to Proceed and complete the work by agreed date.

To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

**To construct the Work for the Bid lump sum of: Base Bid: \$ \_\_\_\_\_**

**Base Bid:** Remove existing roof down to wood deck, dispose of properly. Replace any damaged decking. Install a minimum layer of 2" isocyanurate insulation. Install a fully adhered 60 mil EPDM membrane per manufacturer's instructions. Remove existing metal coping to allow EPDM membrane to cover parapet walls in their entirety. Install new 24-gauge pre-finished metal trim to match existing.

**Replacement of Damaged Decking: \$ \_\_\_\_\_ for 1,000 square foot with +/- \$ \_\_\_\_\_ per square foot.**



BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

---

---

---

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

List Project Manager and Field Superintendent to be assigned to the Project  
(Name and brief experience summary)

List all work to be self-performed by the Bidder on this project.

List all Sub-Contractors to be utilized on this project.

**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and  
says that he is \_\_\_\_\_  
(Title of Person Signing)

of \_\_\_\_\_  
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**SIGNATURE AND IDENTITY OF BIDDER**

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- sole individual                       partnership                       joint venture
- corporation, incorporated under laws of the state of \_\_\_\_\_

Dated \_\_\_\_\_, 20\_\_\_\_  
Name of individual, all partners, or joint  
venturers:

Address of each:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

doing business under the name of:

Address of principal place of business in  
Missouri:

\_\_\_\_\_

(If using a fictitious name, show this name above in addition to legal names.)

\_\_\_\_\_

(If a corporation - show its name above)

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

(Secretary)

\_\_\_\_\_

(Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

**BIDDER'S ACKNOWLEDGMENT**

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

before me appeared \_\_\_\_\_ to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

(if a corporation) that he is the \_\_\_\_\_  
President or other agent

of \_\_\_\_\_; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_ the day and year first above written.

(SEAL) \_\_\_\_\_ Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.



## INSURANCE REQUIREMENTS

**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.

**Errors or Omissions** - Contractor agrees to maintain Professional Liability to cover claims arising out of the negligent acts, errors or omissions of Contractor, Sub consultant or anyone directly or indirectly employed by them. The coverage provided will not be less than \$2,000,000.

**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.

**Builder's Risk** – The Contractor shall maintain during the life of this contract, builder's risk insurance coverage to cover damage to materials and equipment on the site, in the total amount of the contract or in an amount not less than \$1,000,000.00 whichever is greater.

**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

## CONTRACT CONDITIONS

**GENERAL:** The following provisions are agreed to by and between the Contractor and the County:

**DEFINITIONS:** "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Engineer" shall mean the authorized representative of the Owner or the Architect for whom the work is to be performed, as the context requires.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

**PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:

No later than 45 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

**Assignments:** No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and



2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

**EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

**COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

**PATENTS:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

**DISCHARGE OF EMPLOYEES:** Owner reserves the right to require the removal from the site of the Work any employee of the Contractor or any subcontractor if, in the judgment of the Owner, such removal is necessary to protect the interest of the Owner, upon written notice from the Owner.

**ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

**ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.

**LEGAL REQUIREMENTS:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

**EQUAL OPPORTUNITY:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

**DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

### **SALES/USE TAX EXEMPTION**

**SALES TAX EXEMPTION PROCEDURE:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

### **WARRANTY AND GUARANTEE**

Contractor warrants and guarantees to Owner that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

#### **Correction or Removal of Defective Work**

If required by Project Manager, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Project Manager, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

#### **One Year Correction Period**

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the

Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

**Warranty from the Manufacturer**

At the completion of the project, Contractor must furnish Owner with a 20 year warranty from the manufacturer.

**SUBCONTRACTORS, SUPPLIERS AND OTHERS**

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Project Manager as indicated below), whether initially or as a substitute, against whom Owner or Project Manager may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Project Manager and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Project Manager's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Project Manager of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Project Manager to reject defective Work.

## (Sample) CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between Boone County, Missouri, by and through its County Commission (hereinafter referred to as Owner), and \_\_\_\_\_  
\_\_\_\_\_ (hereinafter referred to as Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this Contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

1. The Contractor at his own expense hereby agrees to do or furnish all labor, materials and equipment called for in the proposal designated and marked: **Roof Replacement – Boone County Fairgrounds - Bid Number: 31-20JUL17** and agrees to perform all the work required by the Contract in strict accordance to the Specifications.

2. The following Contract documents and all addenda (if applicable) are made a part hereof as fully as if set out herein. Change orders issued subsequent to this Contract shall be subject to the terms and conditions of this Contract unless otherwise specified in writing.

- 2.1. Notice to Bidders
- 2.2. Bid Response
- 2.3. Statement of Bidder's Qualifications
- 2.4. Instructions to Bidders
- 2.5. Bidding Guidelines
- 2.6. Bid Form
- 2.7. Anti-Collusion Statement
- 2.8. Signature and Identity of Bidder
- 2.9. Bidder's Acknowledgment
- 2.10. Work Authorization Certification
- 2.11. Insurance Requirements
- 2.12. Contract Conditions
- 2.13. Contract Agreement
- 2.14. Performance Bond
- 2.15. Labor and Material Payment Bond
- 2.16. General Specifications
- 2.17. Special Project Conditions
- 2.18. Affidavit – OSHA Requirements
- 2.19. Affidavit – Prevailing Wage
- 2.20. State Prevailing Wage Rates: Annual Wage Order No 24
- 2.21. Boone County Standard Terms and Conditions
- 2.22. Notice to Proceed

It is understood and agreed that, except as may be otherwise provided in the General Specifications and the Technical Specifications, the work shall be done in accordance with the Contract Documents. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. If a conflict is identified between this Contract Agreement and any other incorporated item, the terms of this Contract Agreement shall prevail and control over the conflicting terms.

3. Contractor has made and shall be deemed to have made a careful examination of the site of the Project and of the scope of work for the project, and shall become informed as to the location and nature of the proposed construction, the transportation facilities, the kind and character of soil and terrain to be encountered, the kind of facilities required before and during the construction of the Project, general local conditions and all other matters that may affect the cost and the time of

completion of the Project. Contractor has secured this information by personal investigation and research and not from any estimates of Owner. Contractor agrees to make no claim against the Owner by reason of estimates, tests or representation of any officer, agent or employee of Owner.

4. Time and Manner of Construction:

4.1. The Contractor agrees to commence construction not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the proposal or such additional time as may be allowed by Owner under the Contract.

4.2. The time for Completion of Construction shall be extended for the period of any reasonable delay which is due exclusively to causes beyond the control and without the fault of Contractor, including acts of God, fires, floods, and acts or omissions of the Owner with respect to matters for which the Owner is solely responsible. Provided, however, that no extension of time for completion shall be granted the Contractor unless within ten (10) days after the happening of any event relied upon by the Contractor for such an extension of time the Contractor shall have made a request therefore in writing to the Owner, and provided further that no delay in such time of completion or in the progress of the work which results from any of the above causes shall result in any liability on the part of the Owner.

4.3. Owner may from time to time during the progress of the construction of the project make such changes, additions to or subtractions from the Plans, Specifications, and sequence of construction provided for in the Contract Documents as conditions may warrant. Provided, however, that if any change in the construction to be done shall require an extension of time, a reasonable extension will be granted if Contractor shall make a written request therefore to the Owner within ten (10) days after any such change is made. And provided further, that if the cost to Contractor of construction of the project shall be materially increased by any such change or addition, the Owner shall pay Contractor for the reasonable cost thereof in accordance with a construction contract amendment signed by the Owner and Contractor, but no claim for additional compensation for any such change or addition will be considered unless Contractor shall have made a written request therefore to the Owner prior to the commencement of work in connection with such change or addition.

5. Construction not in proposal: Contractor also agrees that when it is necessary to construct units not shown in the Proposal it will construct such units for a price arrived at as follows:

a. The cost of materials shall be determined by the invoices.

b. The cost of labor shall be reasonable cost thereof, as agreed upon by the Owner and Contractor prior to the commencement of work.

Contractor shall bear any increases in costs for required bonds due to approved change orders. Contractor further states that Contractor understands that standard deviations from drawings are not appropriate matters for change order consideration. Contractor shall use any forms provided by Owner for any requested or required Change Orders.

6. The work shall be done to complete satisfaction of the Owner, and in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency. All site preparations and daily clean up, including any related costs such as rental of dumpsters or parking, shall be the responsibility of Contractor. Contractor shall participate in meetings with Owner and/or Project Manager as requested to coordinate the work and administer the project. Contractor shall employ stormwater management practices appropriate to the project as required by Owner (if applicable).

7. The parties hereto agree that this Contract in all things shall be governed by the laws of the State of Missouri.

8. Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

9. The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

10. The Contractor expressly warrants that he has employed no third person to solicit or obtain this Contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

11. Records: Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Owner's representative to evaluate the performance of such services. The Owner's representative shall have full and free access to such books and records at all times during normal business hours of Owner, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Owner shall have access to such records in the event any audit is required.

12. Integration; Amendment: It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

13. Severability: In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.





**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

\_\_\_\_\_  
\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_  
a Corporation, organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are  
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in  
the amount of \_\_\_\_\_ Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a  
Contract with Owner for:

**Bid Number: 31-20JUL17**  
**ROOF REPLACEMENT – Johnson Building, 601 East Walnut St.**  
**BOONE COUNTY - MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which contract is by  
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall  
promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages  
and comply with all prevailing wage requirements as provided by such Contract and applicable  
prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be  
null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner  
having performed Owner’s obligations thereunder, the Surety may promptly remedy the default, or  
shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and  
conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for  
a Contract between such bidder and Owner, and make available as work progresses (even though  
there should be a default of a succession of defaults under the Contract or Contracts of completion  
arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the  
Contract price, but not exceeding, including other costs and damages for which the Surety may be  
liable hereunder, the amount set forth in the first paragraph hereof. The term “balance of the Contract  
price”, as used in this paragraph, shall mean the total amount payable by Owner to Contractor under  
the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on  
which final payment under the Contract falls due.



No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_,

a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for

**Bid Number: 31-20JUL17  
ROOF REPLACEMENT – Johnson Building, 601 East Walnut St.  
BOONE COUNTY - MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

## GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications** and **Technical Specifications**, the work shall be done in accordance with the Contract Documents. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

### SECTION 1. - DEFINITIONS

**A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

**B. Commission:** Shall mean the Boone County Commission.

**C. Project Manager:** Shall mean the Owner's representative, as the context requires.

### SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

**2.1 Comprehensive Proposal.** The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Project Manager; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County.

**2.2 Proposal Guaranty.** If bid is greater than \$50,000. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

**2.3 Delivery of Proposals.** Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice to Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

### SECTION 3 - AWARD AND EXECUTION OF CONTRACT

**3.1. Award of Contract.** The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

### SECTION 4 - SCOPE OF WORK – This section has been left blank.

### SECTION 5 - CONTROL OF WORK

**5.1. Authority and Inspection.** The Project Manager has direct charge of the engineering details of each construction project. The Project Manager has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

**5.2. Claims for Adjustment.** If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Project Manager of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Project Manager to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

## **SECTION 6 - CONTROL OF MATERIAL**

**6.1. Inspection and Certification.** Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Project Manager, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

**6.2. Samples, Tests, and Cited Specifications.** The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

## **SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Safety Provisions:** Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

## **SECTION 8 - PROSECUTION AND PROGRESS**

**8.1.** Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Project Manager. For a list of County observed holidays, contact the Project Manager.

**8.2.** Contractor shall notify the Project Manager a minimum of forty-eight hours in advance of intent to perform Work.

## **SECTION 9 - MEASUREMENT AND PAYMENT**

**9.1.** The Project Manager will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices as

applicable. The proper percentage with relation to completion will be allowed for all incomplete items.

**9.2.** No payments will be made on account of materials not yet incorporated into the work.

**9.3.** From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment.

**9.4.** Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

1. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
2. Failure to properly submit certified copies of labor payrolls required under Section 10.
3. Defective work not remedied.
4. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
5. A reasonable doubt that the contract can be completed for the balance then unpaid.
6. Damage to another Contractor.

**9.5.** Release of Retained Percentages:

**9.5.1.** Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;
- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

**9.5.2.** Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law.

**9.5.3.** When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

## **SECTION 10 - MATERIAL AND WORKMANSHIP**

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

## **SECTION 11 - STATE WAGE RATE REQUIREMENTS**

**11.1.** The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

**11.2.** The Contractor and all Subcontractors shall be required to submit to the Project Manager one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

**11.3.** The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

**11.4.** The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).
- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "Last Payroll".
- h. A record of all payrolls will be maintained by the County.

**11.5.** The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

1. Missouri Equal Employment Opportunity Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.
  - b. On the Project:
    1. State Wage Rates Notice.
    2. PR-1022, Title 18, Section 1020, Notice on False Statements.
    3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.

4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

**11.6.** The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

## **SECTION 12 - SPECIFICATIONS AND PLANS**

The Contractor shall keep at the job-site a copy of the plans (if applicable) and specifications representing "as-built conditions" and shall at all times give the County and the Project Manager access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Project Manager, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Project Manager shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

## **SECTION 13 - PROTECTION OF WORK**

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

## **SECTION 14 - OVERHEAD LINE PROTECTION**

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is its their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.



**SECTION 15 - OSHA Program Requirements**

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

**SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION**

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Project Manager, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Project Manager, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

**SECTION 17 - INTERFERENCE**

All work scheduled by the Contractor shall be planned with the consent of the Project Manager and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

**SECTION 18 - METHOD OF PAYMENT**

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

## SPECIAL PROJECT CONDITIONS

### SECTION 1 – PROJECT NAME AND LOCATION:

**Roof Replacement – Johnson Building, 601 East Walnut St.  
601 E. Walnut Street  
Columbia, MO 65201**

### SECTION 2 - GENERAL

The Scope of Work in the bid package includes the following items in addition to all work shown or described in the documents:

- a. All work to be governed by and controlled by local, state and federal requirements for air pollution and disturbance of surrounding areas.
- b. If a contradiction in the contract documents occurs then the more restrictive interpretation shall prevail and be included in that respective contractor's bid.
- c. The responsibilities of each contractor are intended to coincide to provide a complete and total project. It is the responsibility of each Bidder to become familiar with the Construction Documents for the Project and identify any discrepancies or misunderstanding that may exist.
- d. All work on the site is to be performed safely in accordance with all Occupational Safety and Health Administration (OSHA) standards and safety programs. It is the responsibility of the Contractor to inform and educate all personnel working on the site of the safety requirements and insure that these policies are enforced each day.
- e. Contractor's Employee Conduct: Contractor shall be responsible for proper personal conduct of all of Contractor's personnel while they are on the premises or providing services hereunder. The Government Center is smoke-free and Contractor and Contractor's employees shall adhere to this policy. Contractor shall not employ any person(s) on or about the premises that, while on the premises, use improper language, act in a loud or boisterous manner, whistles or calls to pedestrians on the street/sidewalk, abuse controlled substances, consume alcoholic beverages, or use tobacco products. Contractor shall remove any employee whose conduct County believes to be detrimental to the best interest of County. Employees shall leave the premises immediately at the conclusion of their shift.
- f. The Owner and his representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and inspection.
- g. The Contractor shall be represented at the site by a competent full-time superintendent / foreman from the beginning of the work until acceptance.
- h. The Contractor and subcontractors are required to attend job progress meetings as required by the Owners representative.
- i. Work hours are 7:00 a.m. until 4:30 p.m. – Monday through Friday, unless special arrangements are made with the Owner's representative.

- j. Cleanup and Damage Repair: Existing items, structures or areas damaged during the course of construction work to be repaired/restored to a condition equal or better than it was before commencement of work.
- k. No staging area will be provided by County. If parking is needed, Contractor is responsible to contact the City of Columbia to arrange for meter hoods.



**AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

## STATE WAGE RATES

**GENERAL:** This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

**RECORDS:** The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

**NOTICES:** Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

**PENALTY:** Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

**AFFIDAVIT OF COMPLIANCE:** After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

**WAGE DETERMINATION:** During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.



**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201

***Standard Terms and Conditions***

**Robert Wilson**, Director  
Phone: (573) 886-4393 – Fax: (573) 886-4390

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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.
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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.





**Boone County Purchasing**  
613 E. Ash Street, Room 111  
Columbia, MO 65201

**"No Bid" Response Form**

Robert Wilson, Director  
(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: 31-20JUL17 – Roof Replacement – Johnson Building**

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

Date: \_\_\_\_\_

**REASON(S) FOR NOT BIDDING:**

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# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

August Session of the July Adjourned

Term. 20 17

County of Boone

} ea.

In the County Commission of said county, on the

17th

day of

August

20

17

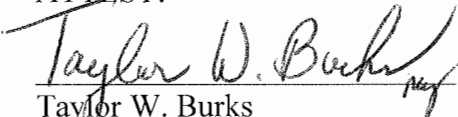
the following, among other proceedings, were had, viz:

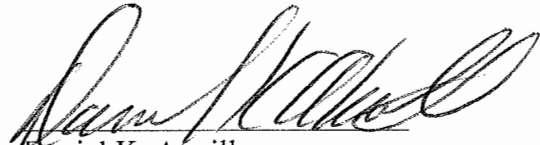
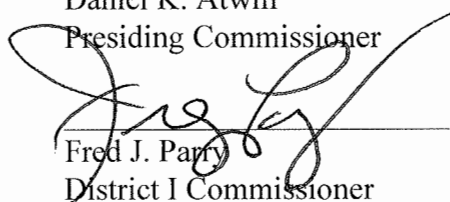
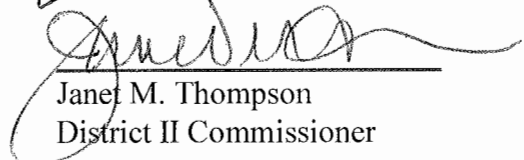
Now on this day the County Commission of the County of Boone does hereby award bid 02-25MAY16 – Detainee Commissary Goods and Services for the Boone County Jail to CBM Managed Services of Sioux Falls, SD.

Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement.

Done this 17th day of August, 2017

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Fred J. Parry  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

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

**THIS AGREEMENT** dated the 17<sup>th</sup> 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 52<sup>nd</sup> 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 7<sup>th</sup> 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 15<sup>th</sup> 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:

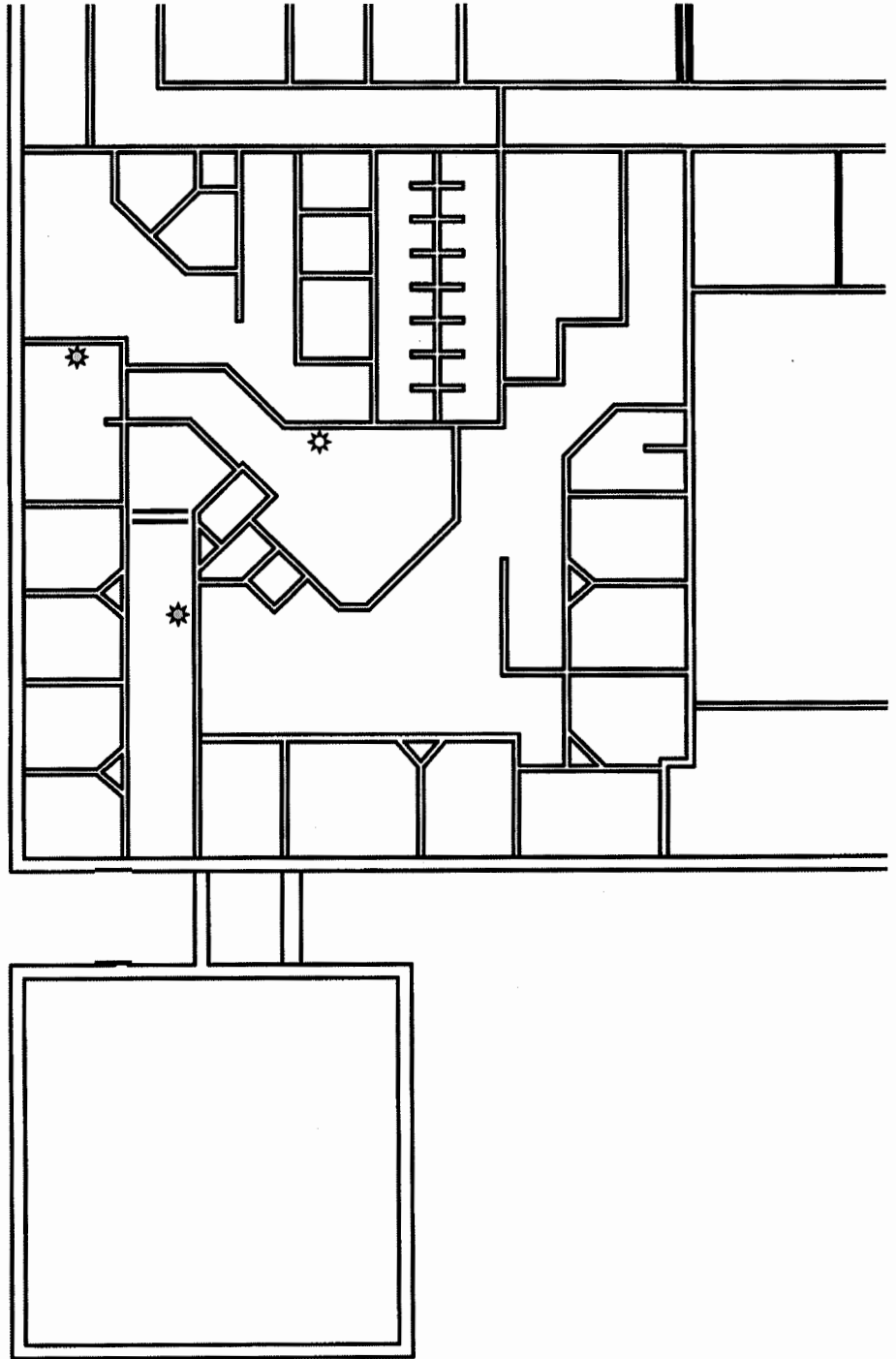
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications 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.





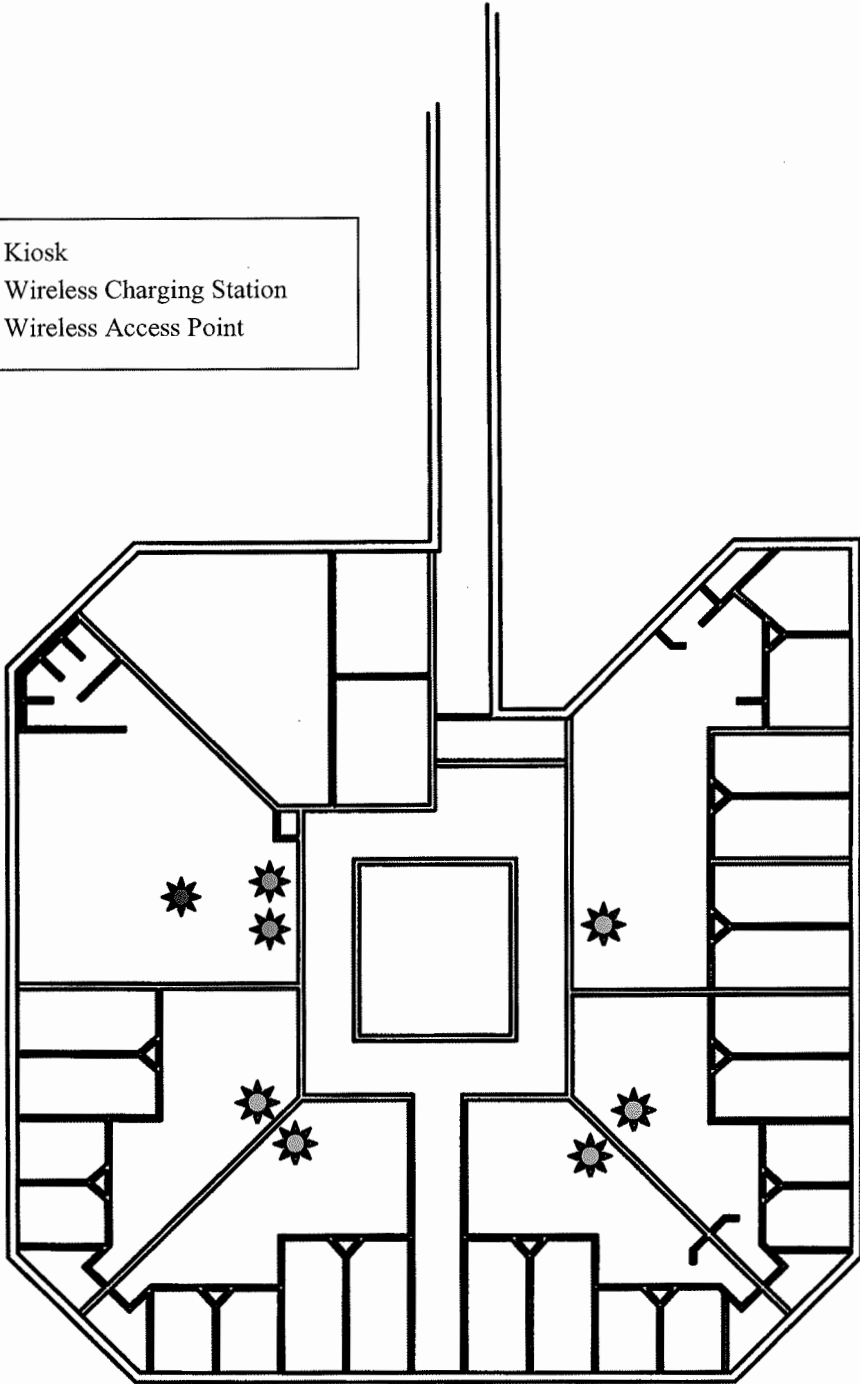
# A Pod

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



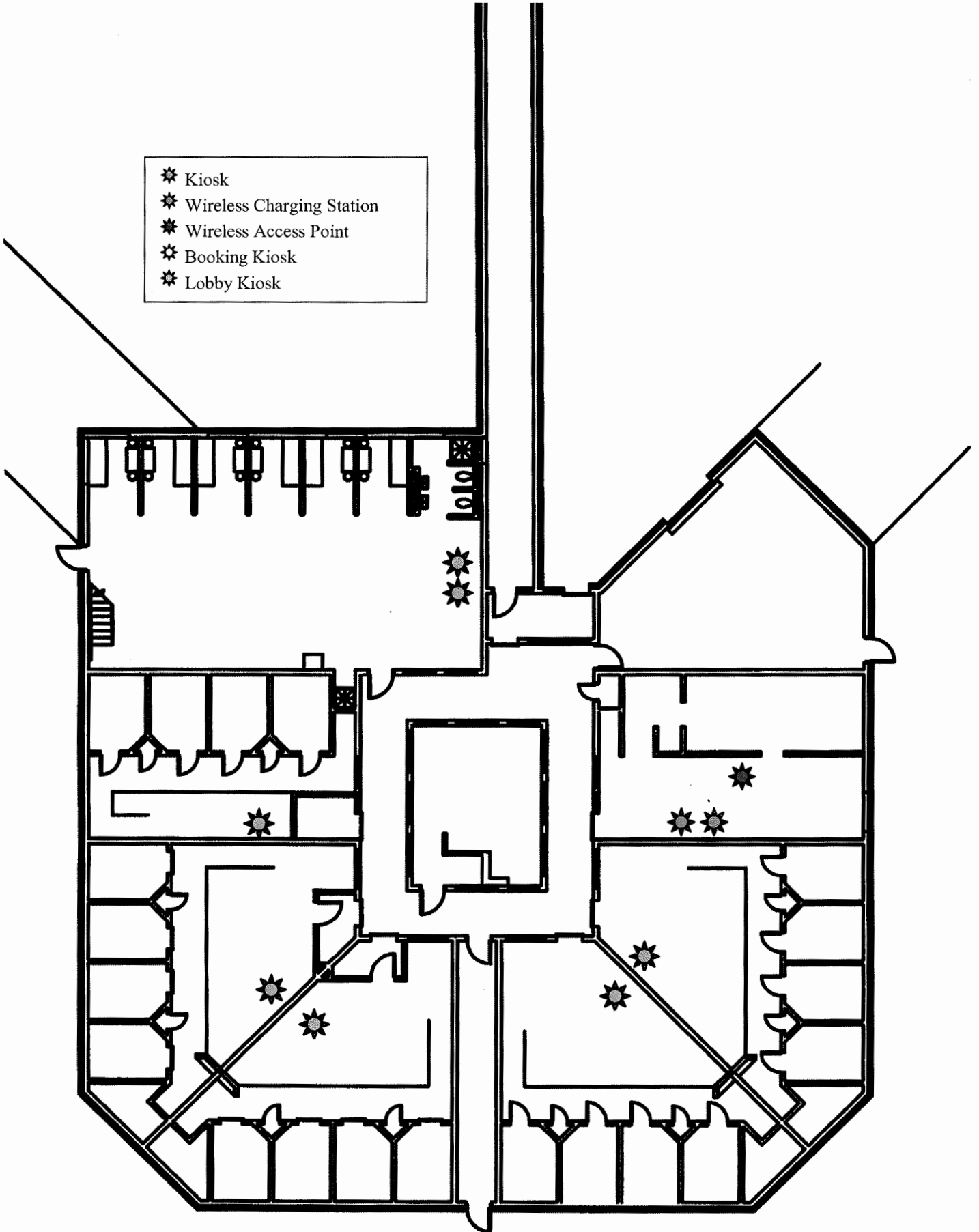
# B-Pod

- ☼ Kiosk
- ☼ Wireless Charging Station
- ☼ Wireless Access Point



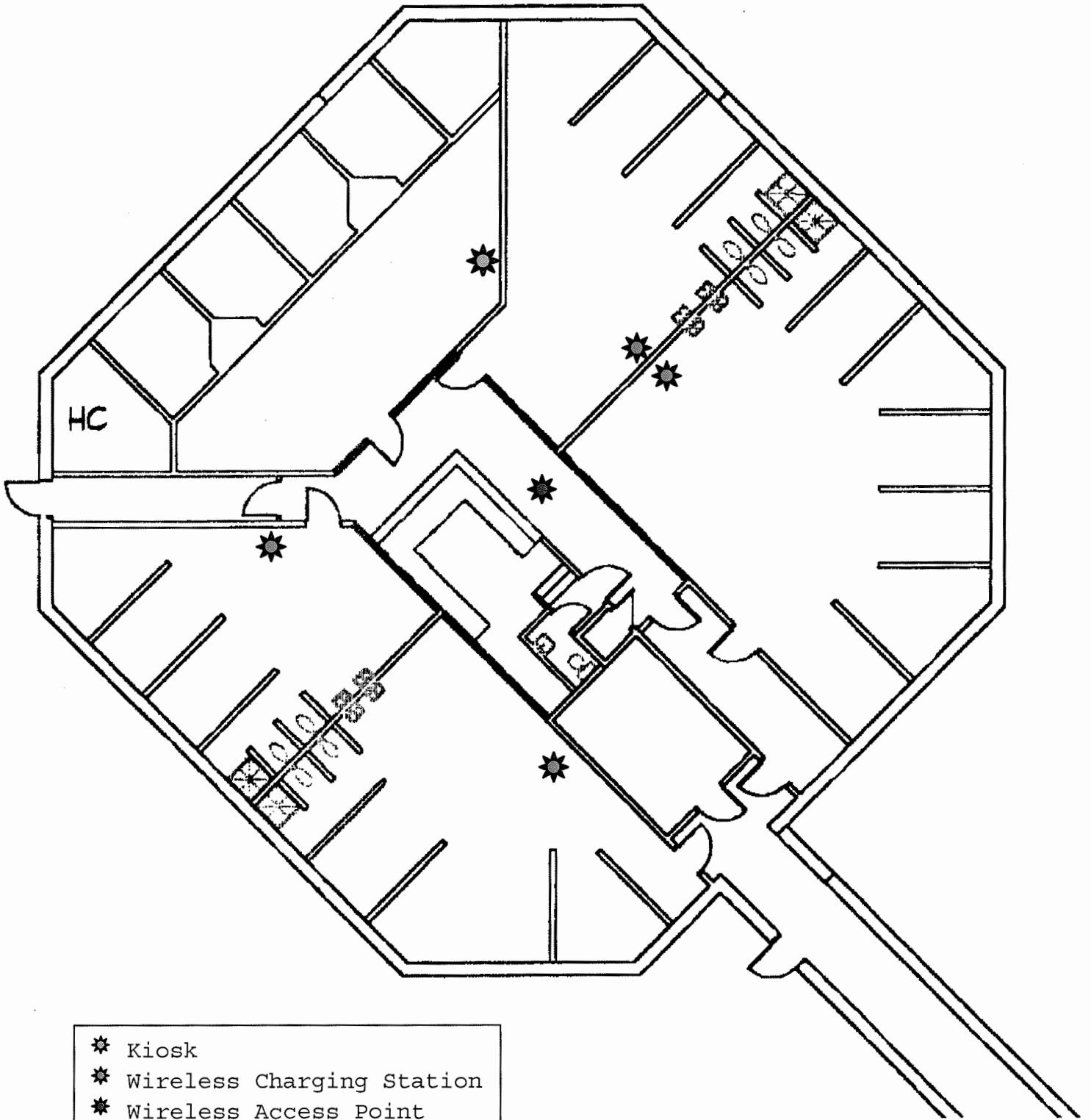
# C-POD

- \* Kiosk
- \* Wireless Charging Station
- \* Wireless Access Point
- \* Booking Kiosk
- \* Lobby Kiosk





# D-POD



- \* Kiosk
- \* Wireless Charging Station
- \* Wireless Access Point



**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.

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

- 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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- 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

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

### **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.

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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

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

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@boonecountymo.org](mailto:JGarrett@boonecountymo.org)

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October 26, 2016

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

E-mail: [Marlin.Sejnoha@CBMManagedServices.com](mailto: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 27<sup>th</sup>, 2016** by e-mail to [JGarrett@boonecountymo.org](mailto: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 procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4393 or e-mail [JGarrett@boonecountymo.org](mailto: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 #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 27<sup>th</sup>, 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 7<sup>th</sup>, 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 7<sup>th</sup>, 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 2<sup>nd</sup> 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.*

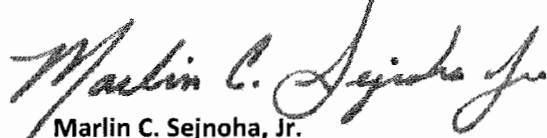
13. What is CBM recommended rate of stocking (ratio) tablets in housing units with and without a kiosk?

*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**

  
**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 52<sup>nd</sup> 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](mailto: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](mailto:JGarrett@boonecountymo.org)

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September 7, 2016

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

E-mail: [Marlin.Sejnoha@CBMManagedServices.com](mailto: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 14<sup>th</sup>, 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 13<sup>th</sup> by 10:00 a.m.). Additional questions and topics have been sent to you via email on August 31<sup>st</sup>, 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.

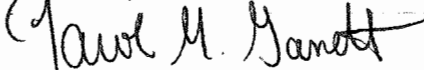
As a result of this request for Clarification / Best and Final Offer #2, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request **may be** your final opportunity to ensure that (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 13<sup>th</sup>, 2016** by e-mail to [JGarrett@boonecountymmo.org](mailto: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 specific procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4393 or e-mail [JGarrett@boonecountymmo.org](mailto: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 #2

**BOONE COUNTY - MISSOURI**

**PROPOSAL NUMER 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 13<sup>th</sup>, 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.***

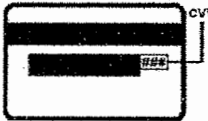
On behalf of the CBM Team,  
**CBM MANAGED SERVICES**

**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.
- Change your PIN often.
- Never write the PIN on the card.
- 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:

877-592-1118

YOUR CARD IS ACTIVE RIGHT NOW! NO CALL NEEDED TO ACTIVATE!

For current card features and functions, please visit:

[www.releasepay.com](http://www.releasepay.com)

change. If we are unable to contact you for any reason, we will post the changes to the Card website at [www.releasepay.com](http://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 be able 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 knew 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 625  
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 be able 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 question 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 purchases or withdrawals 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](http://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.

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](http://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 may 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 networks 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](http://www.releasepay.com) and click on "User Login".

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

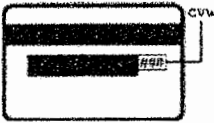
**Card Services.** We generally offer the following services to Cardholders ("Cardholder Services"):

- 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

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.

Útilice su tarjeta en cualquiera de estos puntos:

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

877-592-1118

Su tarjeta está activa ahora mismo! Para funciones de tarjeta actual, por favor visite nuestra página web [www.releasepay.com](http://www.releasepay.com)

**TARIFAS DE TARJETA**

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](http://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.

**Rehúso 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 Debit 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
- Otra razón de rechazo de la tarjeta es que el código PIN sea inválido.
- El servicio prepago como el combustible suministrado por el "pago en la bomba de gasolina" antes de llenar el estanco o para servicios similares tales como una habitación de hotel. Las redes de pago ponen 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 desbloquendo.
- 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 "Ud." quiere decir todas 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 atienda 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](http://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 Tarjetas:** 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 está 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.** Propondremos una notificación por escrito sobre los cambios en las tarifas por lo menos treinta (30) días antes de la fecha 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](http://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 asignamos 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 autorizando cualquier transacción realizada a través de ésta. Es su responsabilidad el 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 data.

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.

**Recíelos:** 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 Transparencia Electrónica de Fondos, usted puede solicitar periódicamente su estado de cuenta que muestren 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 establecidos 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 transacciones 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 daños anteriores ya 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 su extremadamente negligente o fraudulento 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 procesadas por MasterCard. Si usted nos notifica dentro de los dos (2) días hábiles, puede perder no más de \$500.00 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 figura transacciones 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 por error se cargan o abonan a la cuenta de tarjeta de prepago. Si se prueba que podríamos haber evitado que alguien hubiera retirado o utilizado sus fondos si usted no 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, pediremos 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 sabía del problema cuando inició la transacción;
- Si las circunstancias están fuera de nuestro control (tales como incendios, inundaciones o las comunicaciones o falla en el computador) 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 ministerio de la ley.

Puede haber otras excepciones aplicables no mencionados anteriormente, pero que se pueden firmar 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 EE.UU. 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 cargan o abonan 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 necesitemos que nos envíe su queja 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, acreditamos 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 lo 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. Podemos 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 finalmente 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 de divisas para la fecha de procesamiento contable, que puede variar de la tasa que MasterCard recibe, o el tipo de gobierno con mandato vigente para la fecha de procesamiento contable aplicable. Usted se compromete a pagar el monto convertido más cualquier cargo por dicha conversión o proceso que puedan 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.

**Entiéndalo.** 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](http://www.releasepay.com). Se le considera la debida notificación de treinta días (30) después de la publicación de las emiendas. Se le insta 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.

**Legislación 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 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](mailto:JGarrett@boonecountymo.org)

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July 22, 2016

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

E-mail: [Marlin.Sejnoha@CBMManagedServices.com](mailto: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.

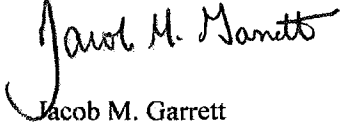
You are requested to provide written response to this BAFO by **10:00 a.m. Thursday July 28<sup>th</sup>, 2016** by e-mail to [JGarrett@boonecountymo.org](mailto:JGarrett@boonecountymo.org).

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](mailto: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 28<sup>th</sup>, 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.

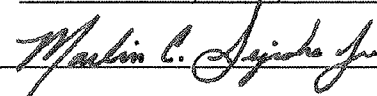
Company Name: Catering by Marlin's, Inc. dba CBM Managed Services

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.*

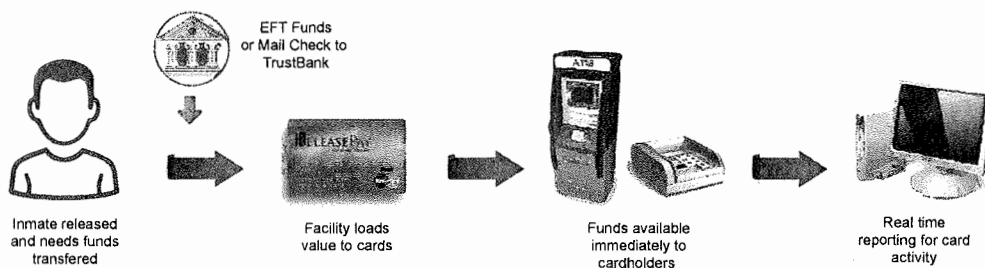
On behalf of the CBM Team,  
CBM MANAGED SERVICES

A handwritten signature in black ink, reading "Marlin C. Sejnoha, Jr.", is written over the typed name and title.

**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

# RELEASEPAY



## 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.rpdfn.com

ReleasePay.com

# ReleasePay

## Inmate Release Card Fees

For current card features and functions, please visit:  
[www.releasepay.com](http://www.releasepay.com)

### 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 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](http://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](mailto: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](http://fms1.mytechfriends.com), internal media server (if applicable) TCP
  - Ports 1935 to [fms2.mytechfriends.com](http://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](http://fms1.mytechfriends.com)
  - TCP Port 1935 to [fms2.mytechfriends.com](http://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](http://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](http://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](http://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](http://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](http://deposits.jailatm.com):

- Need the following port open to allow music to be played on the tablet: TCP
  - 8000 to [deposits.jailatm.com](http://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@cbmmanagementservices.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@cbmmanagementservices.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 shall not exceed price of \$5,000.

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

E-mail: [mbobbitt@boonecountymo.org](mailto: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**



**COPY**

**CBM Managed Services**

500 East 52<sup>nd</sup> Street North

Sioux Falls, SD 57104

605.335.0825

[www.cbmmanagementservices.com](http://www.cbmmanagementservices.com)



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 52<sup>nd</sup> 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 provided 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**

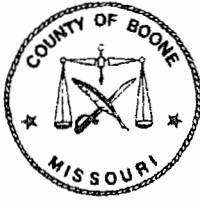
**22 Inmate Pod Kiosks**

**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**

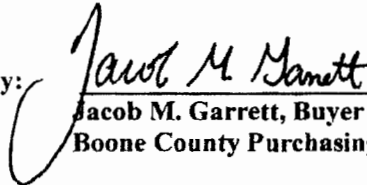
**ADDENDUM # 1 - Issued May 17, 2016**

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 1<sup>st</sup>, 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

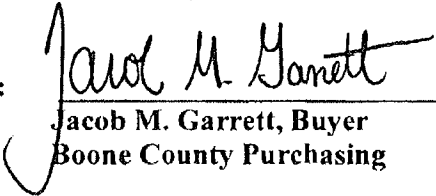
Authorized Representative Printed Name: Marlin C. Sejnoha, Jr. - President & CEO

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:

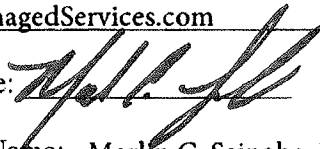
Company Name: Catering by Marlin's, Inc. dba CBM Managed Services

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.**

<b>INFORMATION REQUIRED FOR E-VERIFY</b>	
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:	<b>Amber J Garry</b>	Fax Number:	<b>(605) 271 - 5440</b>
Telephone Number:	<b>(605) 444 - 5013</b>		
E-mail Address:	<b>amber@cbmfoodservice.com</b>		

**\*\* 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

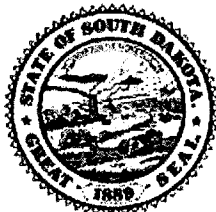
Dustin L. Sejnoha  
2809 W. Brandywine Circle  
Sioux Falls, South Dakota 57108

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](http://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**  
Secretary of State



Certificate ID: 25900



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](http://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.

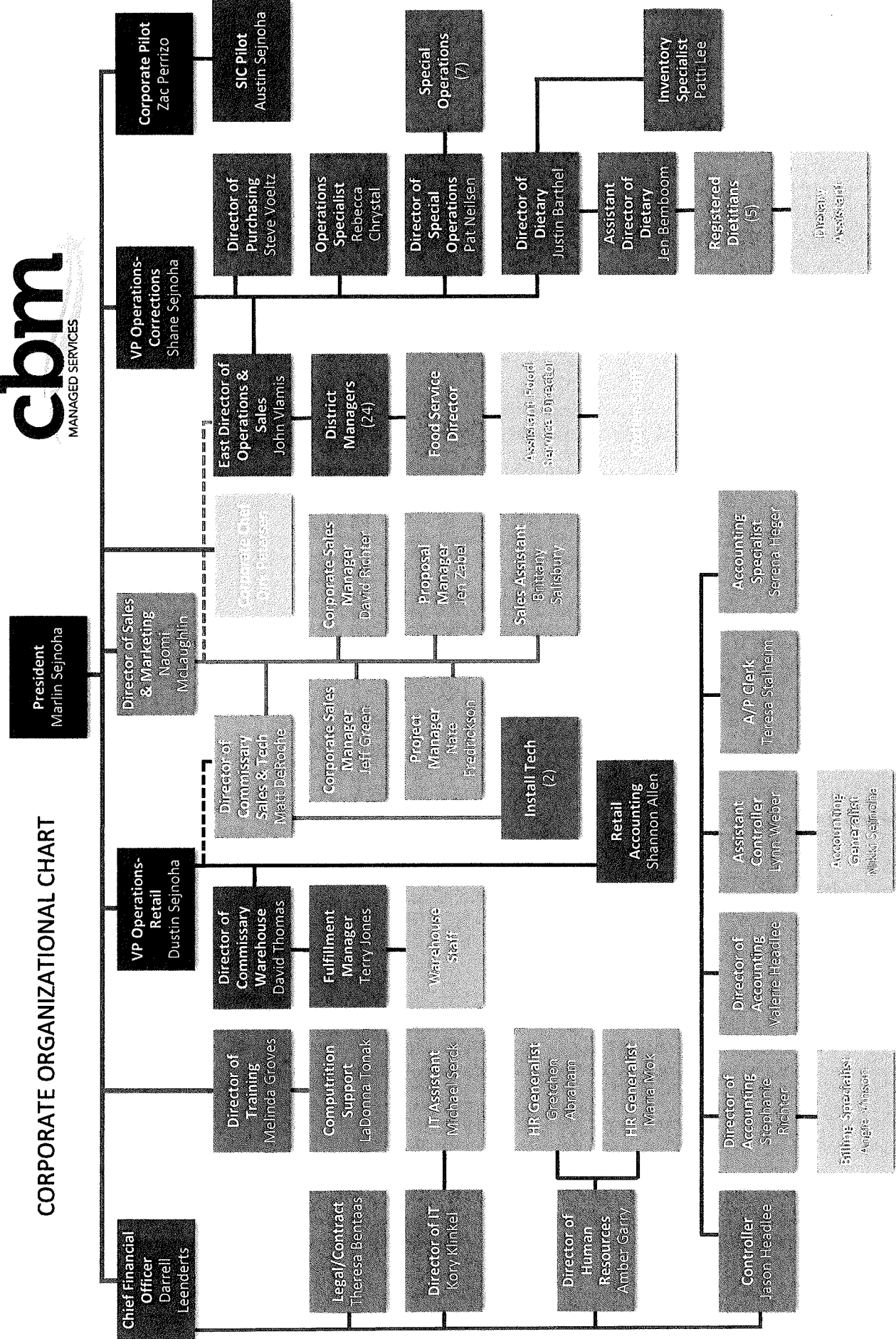
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

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.

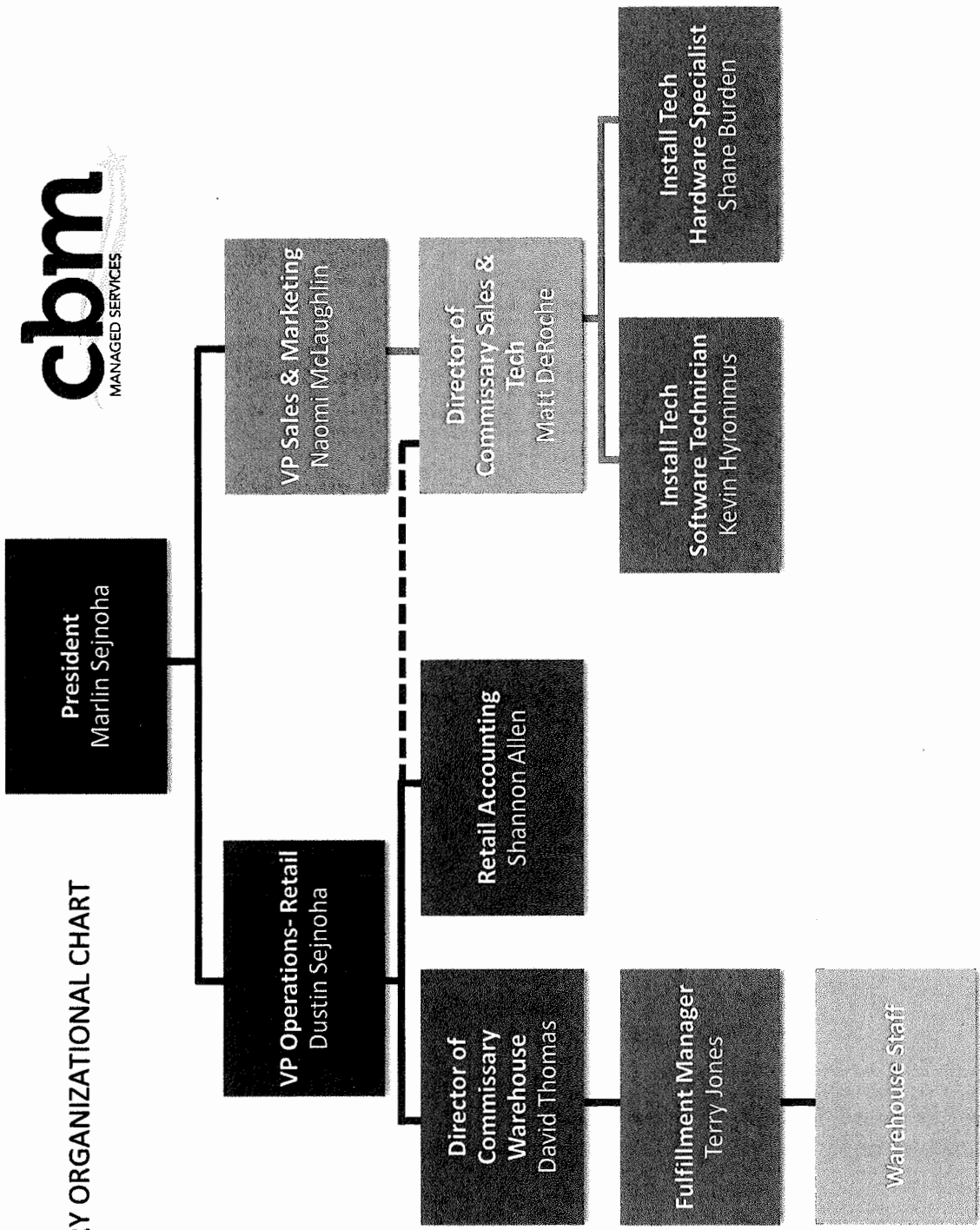


**CORPORATE ORGANIZATIONAL CHART**





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:**

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

**EDUCATION:**

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

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**CAREER EXPERIENCE:**

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

**EDUCATION:**

<b>Huron University</b> Business Administration	<b>Sioux Falls, SD</b>
<b>University of Sioux Falls</b> General Studies	<b>Sioux Falls, SD</b>

**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:**

<b>2014 –Present</b>	<b>CBM Managed Services</b> 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
<b>1996-2014</b>	<b>Pepsi Beverage Company</b> 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
<b>1995-1996</b>	<b>Anderson-Erickson Dairy</b> Route Salesman Awarded New Driver Salesman of the Year for District in 1995 Grew sales by 10%	Carroll, Iowa
<b>1994-1995</b>	<b>Pamida Inc.</b> 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

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**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

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**CAREER EXPERIENCE:**

<b>2015-Present</b>	<b>CBM Managed Services</b> Commissary Software Specialist	<b>Sioux Falls, SD</b>
<b>2013-2015</b>	<b>Self-Employed</b> Computer Consultant and Repair Services	<b>Inwood, IA</b>
<b>1999-2013</b>	<b>United States Air Force</b>	
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:**

<b>Military Technical Training</b>	
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 cards. These units have encrypted swipes to ensure customer security. Receipts are printed for all transactions.

# Inmate Account Management

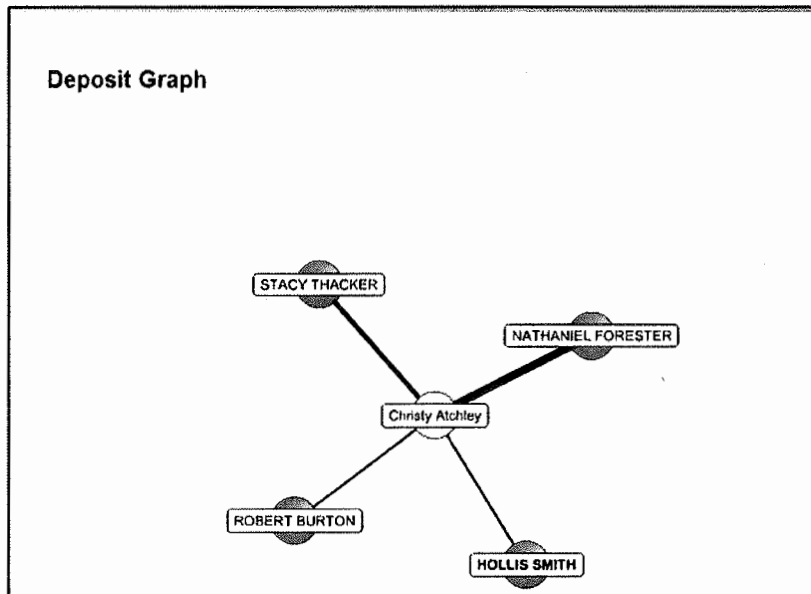
## Booking Kiosk Requirements

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 option 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.

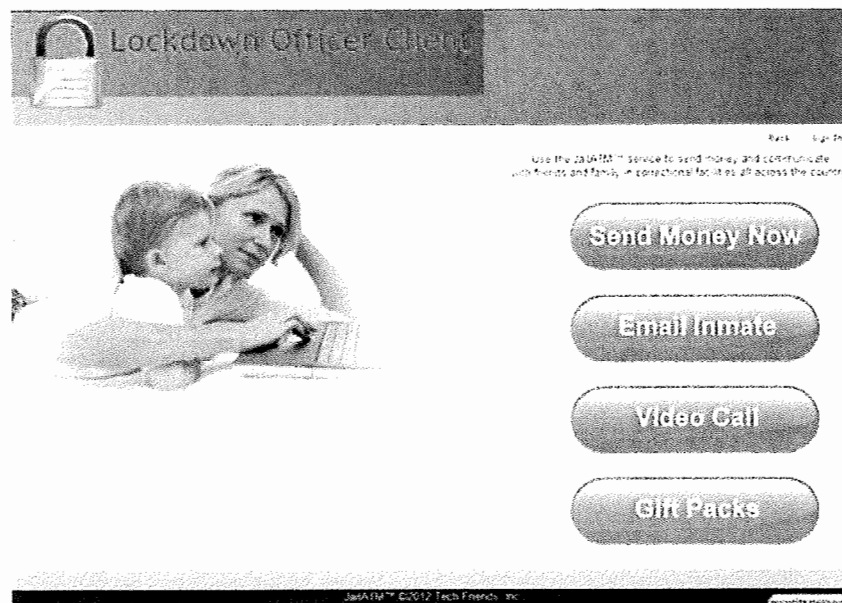
# Inmate Account Management

## 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.

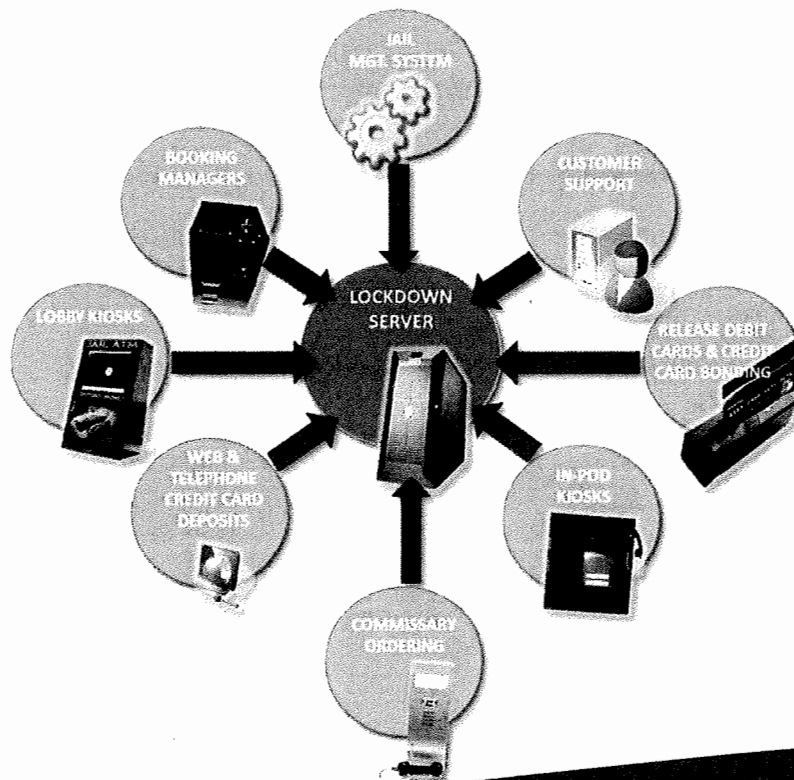
Jail ATM™ is a service that can be used to communicate with friends and family in participating facilities. Gift packs can be ordered, money can be sent to the inmate, along with emails and video calls. CBM will work with the facility to determine if this meets the needs and demands of the facility.



# 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 complaint 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 chosed 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 than 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.	
55 items		SubTotal:	\$34.87
		Tax:	\$2.40
		Total:	\$37.27
Delivered By: _____		Date: _____	Start Balance: \$47.50
Resident: _____			Total Purchase: \$37.27
			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 form 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.

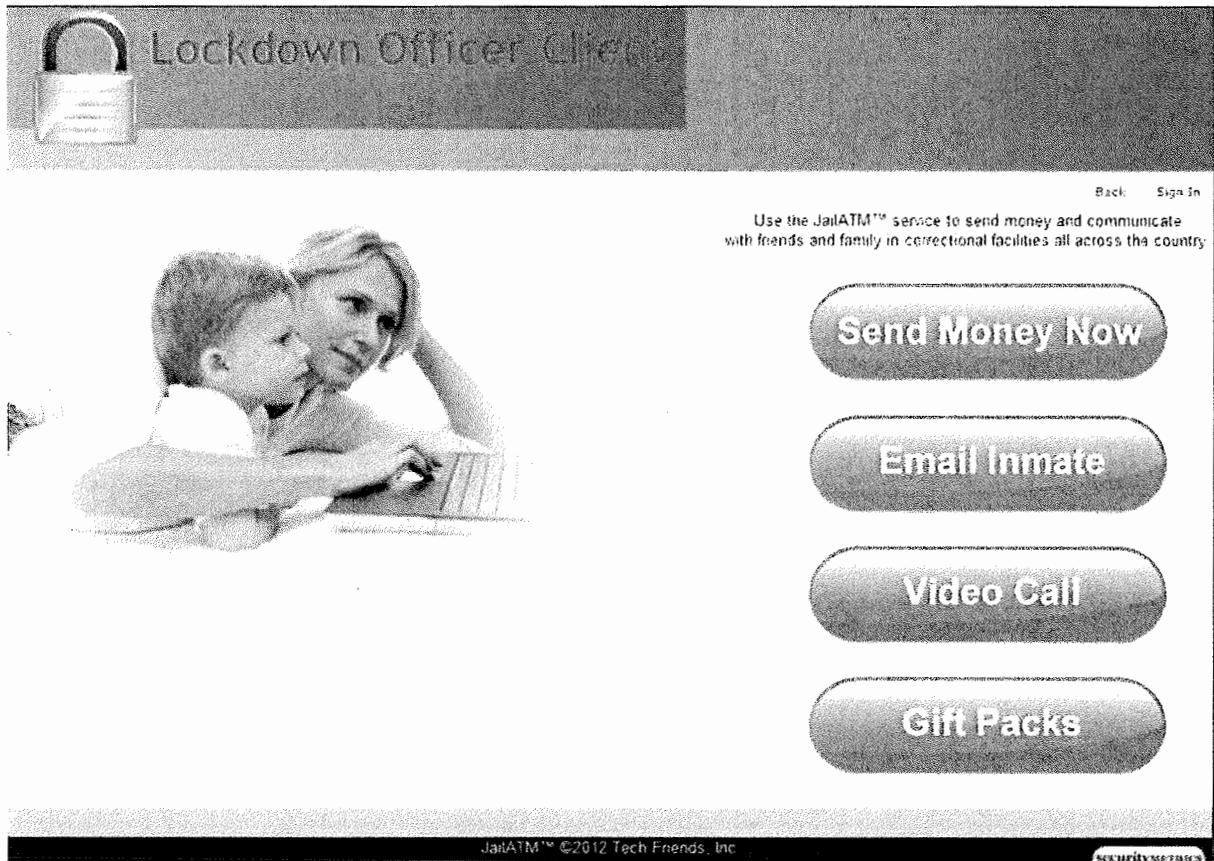
**Music & Games** – InTouch Tablets provide a large selection of facility approved music genres as well as games to occupy inmate time. This has proven to be a useful behavioral tool for many facilities.

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



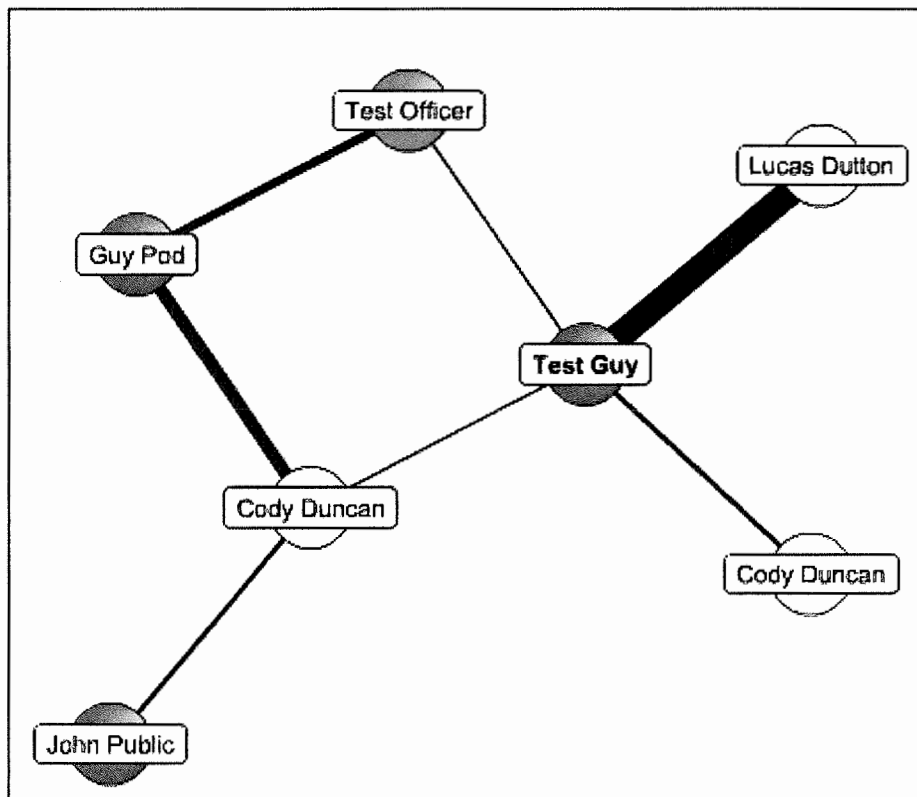
JailATM.com provides the ability for family and friends to deposit funds or order commissary goods for their loved one. All purchases can be made with a Credit or Debit Card. Other features may include:

- 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.

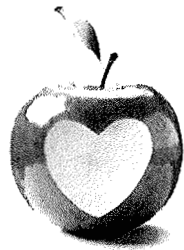
# Deluxe Commissary Offerings

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

# Deluxe Commissary Offerings

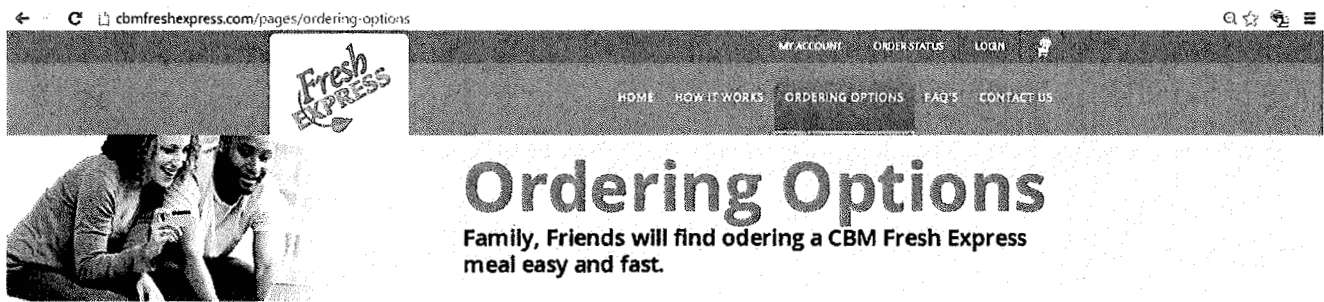


CBM Fresh Express is the CBM Managed Services' proprietary brand name for custom prepared restaurant quality meals, delivered directly to each inmate in their housing unit. CBM Fresh Express meals are optional supplements to, and not instead of, the three standard meals per day. An inmate who receives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

A special menu of restaurant quality meals 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 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. Menu and program details vary depending on inmate population, administration 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 limit 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 items in the location.
- Step 3: Pick the items to make an order.
- Step 4: Register/ Create an account if not already registered to proceed with the checkout.
- Step 5: Enter your credit/debit card payment information to complete the order.



# Deluxe Commissary Offerings

cbmfreshexpress.com/pages/faqs

Search, Home, and other navigation icons



MY ACCOUNT ORDER STATUS LOGIN HOME HOW IT WORKS ORDERING OPTIONS FAQ'S CONTACT US

## FAQ's Frequently Asked Questions

### WHEN ARE 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 TYPE OF PAYMENT CAN I USE?

Both MasterCard and Visa debit and credit cards are accepted.

### I DON'T HAVE A CREDIT CARD. IS THERE ANOTHER WAY 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 inmate 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. Menu and program details will vary depending on inmate population, administration preferences and kitchen facilities.

### WHAT IF AN INMATE WITH 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



## Contact Us

### Telephone Support

Our Customer Service Team can assist you in placing an order. Please call 605-444-8006, 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 in 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 find 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: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone Number: 605-655-1234  
Message: \_\_\_\_\_

CBM Managed Services  
www.cbmservices.com



# Deluxe Commissary Offerings

## CBM Snack Wagon

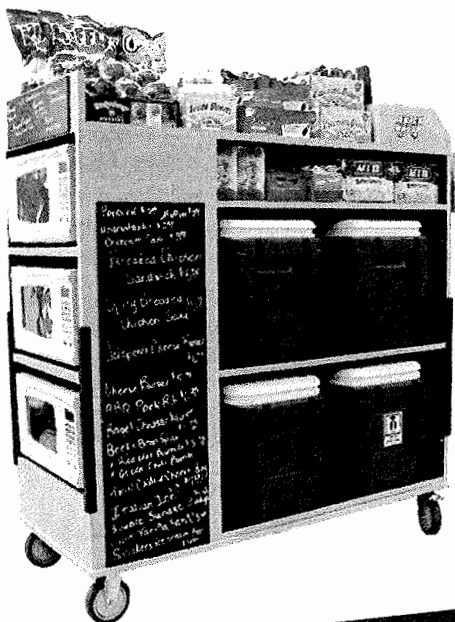
The CBM Snack Wagon expands the Commissary menu to provide inmates impulse buying options that include hot and cold food options that are not typically included in the standard Commissary offerings.



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: \_\_\_\_\_ Revised 5/26/2016

Date: \_\_\_\_\_ \*I authorize the deduction of funds to pay for the items selected.

5051	___ Skittles Tropical	1.15	7081	___ Salsitas	1.22
	<b>BEVERAGES</b>		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 Bean/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 2ct	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 3oz (K)	1.75
6028	___ Maxima 3oz Coffee	5.45	7121	___ Peanut Butter Cracker (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			
	<b>CHIPS / SNACKS</b>				
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	___ Jalapeno 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 Cheese	1.00			
7034	___ Squeeze Jalapeno Cheese	1.00			
7035	___ Pre-Cooked White Rice 2oz (K)	1.10			
7036	___ Pop Tart Strawberry 2ct	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.**

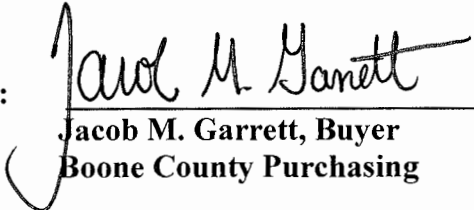
24. Does the county currently utilize a Law Library service? If so, which one?  
**Currently, Detention administration answers and assists Pro Se Detainees with legal access through WestLaw.**
25. Please confirm that the vendor will be allowed to place their equipment on the county's network and that 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
0045	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	2.50Z 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 VSINE-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/EK 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 (MLD)	1.10
1430	WASHCLOTH WHITE	0.50	6606	SALTED PEANUTS 1.75	0.75
1438	FRESHCENT ALL IN ONE	1.15	Signature: _____		
1504	SMALL T-SHIRT	3.85	Date: _____		
1505	MED T-SHIRT	3.85			
1506	LG T-SHIRT	3.85			
1507	XLG T-SHIRT	3.85			
1508	XXLG T-SHIRT	5.15			
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**

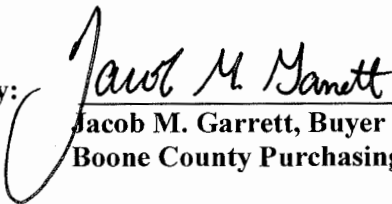
**ADDENDUM # 1 - Issued May 17, 2016**

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 1<sup>st</sup>, 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 25<sup>th</sup>, 2016**

**Pre-Proposal Conference  
May 10<sup>th</sup>, 2016 – 10:30 A.M. Central Time**

**Submittal Deadline:  
May 25<sup>th</sup>, 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](mailto: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 10<sup>th</sup>, 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](mailto:JGarrett@boonecountymo.org), or from our web page at <http://www.showmeboone.com>.

Jacob Garrett  
Buyer

Insertion: Friday, April 25<sup>nd</sup>, 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 18<sup>th</sup>, 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](http://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](mailto: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](http://www.showmeboone.com)

RFP Released: April 25, 2016

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

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

Addendum with Answers to Questions Issued: May 19, 2016

RFP Response Due: May 25, 2016

RFP Public Opening: May 25, 2016



### 3. SCOPE OF SERVICES

#### 3.1. Project Description:

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

#### 3.2. Background Information:

##### 3.1.1. **Background**

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

##### 3.1.2. **Goals**

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

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

**3.2. Contractor Qualifications:**

- 3.2.1. Contractor must have at least three (3) years of experience operating Detainee commissary services and trust accounting systems.
- 3.2.2. Contractor must have at least three (3) years of experience operating in large scale detention facilities with a comparable prison population.
- 3.2.3. Contractor must have at least three (3) years of experience providing 24 hours per day, 365 days per year technical support for its users.

**3.3. Costs**

- 3.3.1. The proposal response shall include all cost for supplies, materials, equipment, labor and expenses necessary to perform the work.
- 3.3.2. The proposal response shall not include applicable state sales tax.
- 3.3.3. The resulting contract shall be either a rate setting contract or a rate setting contract with a threshold price to be determined.

**3.4. General Requirements:**

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

- 3.4.1. The Contractor must provide Detainee commissary services in 19 housing units, one visitation kiosk, and one booking and release station with at least 22 kiosks.
- 3.4.2. The Service must include the provision of an accounting system to track Detainee deposits and expenditures as described in this RFP.
- 3.4.3. The system shall provide all of the functions necessary to operate and control all features and related accessories. The contractor shall make every effort to provide a system that shall be sufficiently flexible to meet the requirements of the user.
- 3.4.4. Items to be sold to Detainees via commissary services include but are not limited to snacks, beverages, hygiene items, greeting cards, and writing supplies.
- 3.4.5. The items to be offered must be approved by the Sheriff Administrator or designee.
- 3.4.6. All fees charged to the County, Detainees, or other users must be disclosed by the Contractor, this includes, but is not limited to, transaction fees, convenience fees, late charges, or any other fee derived from the County or Detainees using any goods or service provided as part of this contract.
- 3.4.7. The Contractor must meet the following requirements related to commissary ordering:
  - 3.4.7.1. Orders must be filled out by Detainees through the electronic forms on kiosks provided in the housing units, visitation kiosk, booking station and release station. Order forms are to be electronically processed and funds immediately electronically deducted from the Detainee's trust account. The

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

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



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

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

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

**3.18. Vending Equipment Stocking Requirements**

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

**3.19. Staff Vending Requirements**

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

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

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

**3.21. Trust Fund Accounting System Requirements**

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

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

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

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

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

**3.23. System Training**

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

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

**3.24. Software**

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

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

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

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

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

### **3.26. Future Technology Options**

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

### **3.27. Project Phases**

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

### **3.28. Phase I – Planning of Project**

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

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

**3.29. Phase II – Design/Development**

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

**3.30. Phase III – Deployment/Installation**

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

**3.31. Phase IV – Training**

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

**3.32. Phase V – Acceptance**

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

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



- 3.32.3. Upon resolution of all defects and deficiencies identified during the Testing Period, completion of training, and receipt of training and System materials and documentation, the County will provide written acceptance to the Contractor.
- 3.32.4. **Deliverables:** Completely developed and configured Systems installed in a test environment; testing defects report with all defects showing fixed, passed and accepted by the County; updates to System functionality documentation.
- 3.33. **Contractor Employee Screening and Security** - The Contractor shall comply with the following screening and security requirements:
- 3.33.1. Boone County requires all employees of all Contractors be subjected to a fingerprint based Criminal Background Check. The Background Check for all Contractors' employees will be administered by the Boone County Sheriff Department. This portion is to be coordinated with the Boone County Sheriff Department. Each Contractor MUST provide pedigree information for all employees. Also, ID badges may be issued as needed by the Boone County Sheriff Department. Process will be explained at the pre-response conference.
- 3.33.2. Any subcontractors, if authorized by the Boone County Sheriff Department administrator or designee, must also pass a background check as described in 3.34.1.
- 3.33.3. The Boone County Sheriff Department administrator or designee shall have the sole right, at any time, to reject any such employee who it determines, in its sole discretion, poses a risk or potential risk to the security or operations of the Boone County Jail or Sheriff Department.
- 3.34. **Service Agreement** - The County requires customer service and technical support service from the Contractor including:
- 3.34.1. Technical support service on a 24 hour, 365 days per year basis for all critical and non-critical system failures.
- 3.34.2. System Failures are defined as:
- 3.34.2.1. Critical system failure is a loss of connection to the Contractor's network, a facility-wide outage of vending machines or ordering kiosks, or the usage of the booking kiosk or any other malfunction that prevents users from using the kiosk or software as intended to communicate, manage orders, manage accounts, or deposit or withdraw funds.
- 3.34.2.2. Non-critical system failure is a malfunction or failure of an individual vending machine or ordering kiosks that does not affect the other kiosk within the facility.
- 3.34.3. A method to resolve critical system failures remotely within one (1) hour or employ a technician that can arrive at the 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 7<sup>th</sup> 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 :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

17th

day of

August

20

17

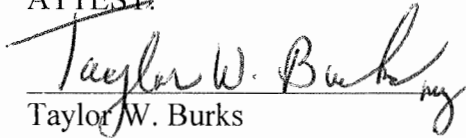
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the disposition of surplus, per attached summary order description, to Usuline Lewis in the amount of \$2,446.88, as recommended by the County Treasurer.

It is furthered ordered the Boone County Commissioners are hereby authorized to sign said summary order.

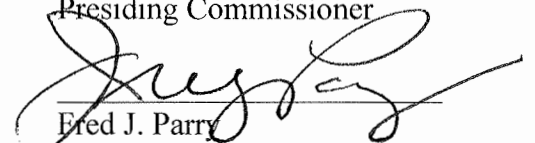
Done this 17th day of August, 2017

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

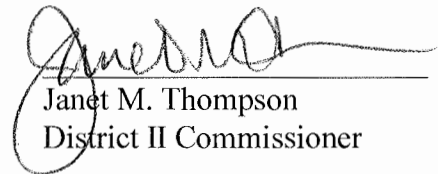
  
Daniel K. Atwill

Presiding Commissioner



Fred J. Parry

District I Commissioner



Janet M. Thompson

District II Commissioner

**Commission Order:**

Now on this day the County Commission of the County of Boone does hereby take up the matter of the disposition of the **2016** tax sale surplus relating to **Parcel 12-415-20-03-036.00**

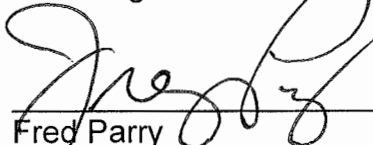
Pursuant to the provisions of RSMo §140.230, as revised, the Commission has the authority to approve claims for any tax sale surplus that is being held by the County Treasurer associated with the County Collector's annual tax sale. The owner or owners of the subject real property have a period of three (3) years to make a claim for said surplus. In this instance, the owner of record at the time the subject property went to tax sale was **Usuline Lewis**. That **Ursuline Lewis**, now has filed a verified surplus claim with the Boone County Treasurer claiming the tax surplus proceeds. The verified surplus claim, together with a copy of the quit-claim deed recorded as Instrument No. 2006001421 in Book 2879, Page 11 of the Boone County, Missouri, Records, are made a part of this record. The application to the County Treasurer for the surplus funds is timely.


The County Treasurer, based upon the documents presented to his office and made a part of the record before the Commission, is satisfied that **Ursuline Lewis** was the record owner of the subject property at the time of the delinquent land tax auction and as such is entitled to the total surplus of **\$2446.88**, and recommends the Commission approve the same.

NOW, THEREFORE, upon the recommendation of the County Treasurer and the evidence made a part of this record, the County Commission hereby approves the disposition of surplus to **Ursuline Lewis** in the amount of **\$2446.88** via check payable to **Ursuline Lewis** in that amount.

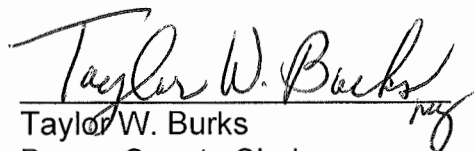
Done this 17<sup>th</sup> day of August, 2017.

  
\_\_\_\_\_  
Daniel K. Atwill  
Presiding Commissioner

  
\_\_\_\_\_  
Fred Parry  
District I Commissioner

  
\_\_\_\_\_  
Janet M. Thompson  
District II Commissioner

ATTEST:

  
\_\_\_\_\_  
Taylor W. Burks  
Boone County Clerk

Boone County, Missouri

Unofficial Deed



Recorded In Boone County, Missouri

Date and Time 01/18/2006 at 11:46:41 AM

Instrument # 2006001421 Book 2879 Page 11

Grantor LEWIS, RICK DEAN

Grantee LEWIS, URSULINE ZANDRA

Instrument Type QTCL

Recording Fee \$24.00 S

No of Pages 1

*Bettie Johnson*  
Bettie Johnson, Recorder of Deeds



QUIT-CLAIM DEED

THIS DEED WITNESSETH, That Rick Dean Lewis, Grantor, for and in consideration of the sum of One Dollar and other valuable considerations does by these presents, REMISE, RELEASE, and FOREVER QUIT-CLAIM unto Ursuline Lewis, Grantee, her heirs and assigns, the following described land situated in Boone County, Missouri, to-wit:

*Zandra*  
(Grantee's mailing address 6181 N Watercress Drive, Columbia, MO 65202.)

Lot Thirty-six (36) of WILLOW BROOK PLAT TWO (2) as shown by Plat of said subdivision recorded in Plat Book 33, Page 53, Records of Boone County, Missouri

(Grantor states that this Quit-Claim Deed is being executed subsequent to a Judgment Order and Decree of Dissolution between the Grantor and Grantee in the Pettis County, Missouri, Circuit Court, Case No. 05PT-DR00615, entered on December 12, 2005 )

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges, and appurtenances thereto belonging, unto said Grantee and unto her heirs and assigns forever, so that neither Grantor nor his heirs, nor any other person or persons, for him or in his name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises, or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

WITNESS THE HAND of said Grantor this 12<sup>th</sup> day of December, 2005.

*Rick Dean Lewis*  
Rick Dean Lewis

STATE OF MISSOURI )  
                                  ) ss  
COUNTY OF PETTIS )

In the State of Missouri, County of Saline, on this 12<sup>th</sup> day of December, 2005, before me, the undersigned Notary Public in and for said County and State, personally appeared Rick Dean Lewis to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written

My Commission Expires

KAREN M EDWARDS  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Pettis County  
Commission # 01464109  
My Commission Expires: Sept. 30, 2009

*Karen M Edwards*  
Notary Public

KarenM.Edwards

Nora Dietzel, Recorder of Deeds





COPY

Tom Darrough
BOONE COUNTY TREASURER

SURPLUS CLAIM

NOTE: FORM MUST BE SIGNED BY ALL PARTIES AND NOTARIZED

I, Urseline Lewis, shown in the Boone County Collector's tax records as owner of the property listed below, hereby claim the surplus amount of \$2,446.88 resulting from the tax certificate sale conducted by the Boone County Collector on 08/22/16. I affirm that I am/was the legal owner of the below described property at the time the property was sold at the tax delinquency sale and further affirm I am entitled to the surplus amount. By signing below, I acknowledge the following:

- Claiming surplus does not waive legal right of property redemption within statutory limits
The Boone County Treasurer processes surplus claims without charge
Claimants may be called to testify directly to the Boone County Commission before surplus claim is approved
The claim may not be approved as submitted, and additional information might be requested

Property:

Current mailing address:

6181 North Watercress
Street

Columbia MO 65202
City State Zip

Social Security Number:
Driver's License/State ID Number:
Daytime Telephone Number(s):

Signature

8/24/17
Date

State of MO
County of Boone

On this 4th day of August in the year 2017, before me, the undersigned notary public, personally appeared Ursuline Z. Lewis, known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the named for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Christina M Johnson
Notary Public

Return form to Boone County Treasurer's Office, 801 E. Walnut Rm. 205, Columbia, MO 65201.
YOU MUST INCLUDE A PHOTO COPY OF DRIVER'S LICENSE(S) OR STATE ID(S).
Once paperwork is received and verified a check will be issued and mailed to address above.

CHRISTINA M. JOHNSON
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires February 12, 2018
Commission #14580100

BOONE COUNTY GOVERNMENT CENTER
801 EAST WALNUT STREET, ROOM 205
COLUMBIA, MISSOURI 65201
(573) 886-4365
FAX (573) 886-4369
TREASURER@BOONECOUNTYMO.ORG
WWW.SHOWMEBOONE.COM/TREASURER

# CERTIFIED COPY OF ORDER

August Session of the July Adjourned

Term. 20 17

STATE OF MISSOURI }  
County of Boone } ea.

In the County Commission of said county, on the

17th

day of August

20 17

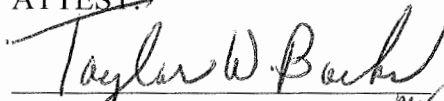
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement to effectuate the Application-Based Funding from the County to the Town of Harrisburg, in the amount of \$13,450.21, as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.

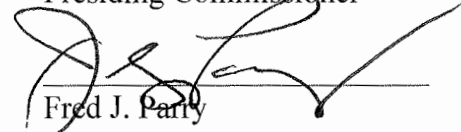
It is furthered ordered the Presiding Commission is hereby authorized to sign said Boone County Road & Bridge Improvement/Repair Cooperative Agreement.

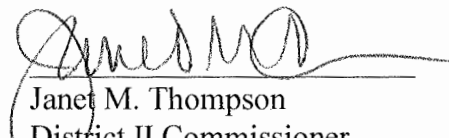
Done this 17th day of August, 2017.

ATTEST:

  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR  
COOPERATIVE AGREEMENT  
APPLICATION ENTITIES<sup>1</sup>**

THIS AGREEMENT, dated this 17<sup>th</sup> day of August, 2017, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Town of Harrisburg**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
  - a. County will pay to the City the sum of **Thirteen Thousand Four Hundred Fifty Dollars and Twenty-One Cents (\$13,450.21)** as determined by the formula for **Year 5 of the 6-year cycle** as described in the aforementioned Commission Order

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<sup>1</sup> Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

609-2012, for use solely in the completion of road improvement and/or repair projects.

**3. CITY AGREEMENTS.**

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 463-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 17

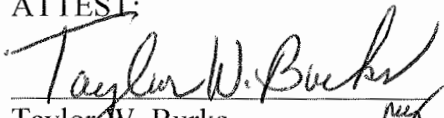
In the County Commission of said county, on the 17th day of August 20 17

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Center Chambers by the Boone Hospital Center for August 22, 2017 from 11:00 a.m. to 5:15 p.m.

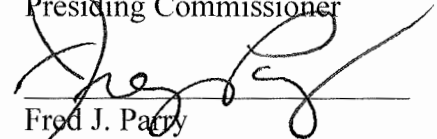
Done this 17th day of August, 2017.

ATTEST:


  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner



Fred J. Parry  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner



Daniel K. Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Janet M. Thompson, District II Commissioner



Roger B. Wilson  
Boone County Government Center  
801 East Walnut, Room 333  
Columbia, MO 65201-7732  
573-886-4305 • FAX 573-886-4311

# Boone County Commission

## APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: Boone Hospital Center  
Address: 1600 E Broadway  
City: Columbia State: MO ZIP Code: 65201  
Phone: 573-815-3210 Website: boone.org

Individual Requesting Use: Brenda Mosel Position in Organization: Executive Assistant

Facility requested:  Chambers  Room 301  Room 311  Room 332  Centralia Clinic

Event: Boone Hospital Board of Trustee Meeting

Description of Use (ex. Speaker, meeting, reception): Meeting

Date(s) of Use: 8/22/17

Start Time of Setup: 11:00 AM/PM Start Time of Event: 11:30 a.m. AM/PM

End Time of Event: 5 p.m. AM/PM End Time of Cleanup: 5:15 p.m. AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Brenda Mosel, Executive Assistant

Phone Number: 573-815-3210 Date of Application: 8/15/17

Email Address: brenda.mosel@bjc.org

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to [commission@boonecountymo.org](mailto:commission@boonecountymo.org).

### PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:

Taylor W. Beck  
County Clerk

BOONE COUNTY, MISSOURI

[Signature]  
County Commissioner

DATE: 8-17-17

367 -2017

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

August Session of the July Adjourned

Term. 20 17

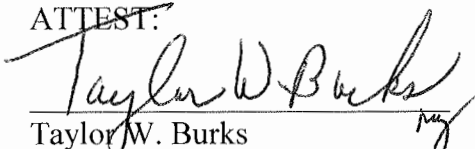
In the County Commission of said county, on the 17th day of August 20 17

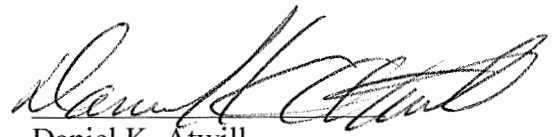
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, August 22, 2017, at 2:00 p.m. The meeting will be held in the Conference Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys.


Done this 17th day of August, 2017.

ATTEST:

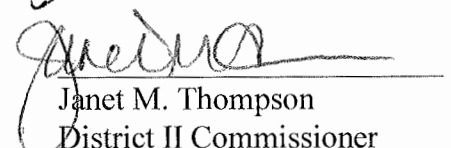
  
Taylor W. Burks  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner

  
Fred J. Parry

District I Commissioner

  
Janet M. Thompson

District II Commissioner