



**JEFFERSON COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**
729 MAPLE ST / PO BOX 100
HILLSBORO MO 63050
WWW.JEFFCOMO.ORG

Invitation for Bid: COMMISSARY SUPPLIES

Date Issued: 3-1-11

BIDS SHALL BE ACCEPTED UNTIL: **TUESDAY, MARCH 29, 2011, AT 2:00 P.M. LOCAL TIME.**

**Specification
Contact:**

LT. DAVE MARSHAK

Department of the Sheriff
636-797-5023

**Contract
Contact:**

VICKIE PRATT

Department of Administrative Services
636-797-5382

**Mail (3) Three
Complete Copies
With Vendor And
Bid Information As
Shown In Sample:**

SAMPLE ENVELOPE

VENDOR NAME

VENDOR ADDRESS

CONTACT NUMBER

DEPARTMENT OF THE COUNTY CLERK

JEFFERSON COUNTY MISSOURI

729 MAPLE ST / PO BOX 100

HILLSBORO MO 63050-0100

SEALED BID: (BID NAME)

**Contract Term:
4-23-11 to 4-22-12**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

**Vendor
Information:**

Company Name

Authorized Agent (Print)

Address

Signature

City/State/Zip Code

Title

Telephone #

Date

Tax ID #

E-mail

Fax #

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1.0 BID REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes

“BIDDER”S INITIALS:_____”

1.1 BID SUBMISSION:

Submit bid form in triplicate (three copies) with specification pages, if applicable. No facsimile bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification. A fully executed Affidavit is required by Section 285.530 RSMo and shall be submitted with the bid form. A copy of the Affidavit is attached hereto. Failure to execute the Affidavit shall result in the bid being rejected.

1.2 BASIS OF BID AWARD:

Award may be made on an item-by-item basis to the lowest and best bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Ordinances, Resolutions and Orders of Jefferson County, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Council within thirty (30) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish the information required by the invitation. The bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:

It is the responsibility of the bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Department of the County Clerk. Bids received late will be rejected and returned unopened to the bidder.

1.7 BID DEPOSITS:

Bid Deposits are not required unless specified in the specifications.

1.8 MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated “**NO SUBSTITUTIONS**”. Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate

bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are incorporated into the contract as if fully setout therein.

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts and Grants at (636) 797-5382, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:

The Vendor/Contractor shall purchase and maintain in force, with an insurance company licensed to do business in the State of Missouri, at it's own expense, such insurance as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation.

THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED.

A. (X) Required () Not Required Comprehensive General Liability Insurance

The Vendor/Contractor shall maintain and keep in force of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (X) Required () Not Required Professional Liability Insurance

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

**C. (X) Required () Not Required Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

Bids will be publicly opened and read aloud at the time indicated on page 1. The bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid submissions are open for public review at the time of the Bid Opening. Bid tabulations are posted on the County's web-site address, www.jeffcomo.org. **NO COPIES** of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.2 TAXES:

No bid or proposal shall be awarded by Jefferson County unless the prospective bidder provides proof that the bidder does not owe delinquent real or personal property taxes to Jefferson County. The prospective bidder may be required to provide proof in the form of an original paid tax receipt issued by the Jefferson County Collector or a statement obtained from the Jefferson County Assessor that the applicant does not own any real or personal property in Jefferson County.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the bidder prior to opening.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

2.6 NON-EXCLUSIVE AGREEMENT:

The contractor shall understand and agree that the contract shall not be construed as an exclusive agreement and further agrees that the County may secure identical and/or similar services or products from other sources at anytime in conjunction with or in replacement of the contractor's services.

2.7 DEFINITIONS:

- A. The term "County" means the Jefferson County, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.8 INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.9 WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit

and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.10 PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices with attached tipping fee receipts and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.11 CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.12 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.13 RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.14 SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

2.15 CHOICE OF LAW:

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.16 TERMINATION:

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - C-1. If supplier fails to deliver the items required by the contract within the time specified; or
 - C-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure

such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

C-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.17 NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.18 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.19 COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended, including provisions of the Home Rule Charter of Jefferson County, Missouri requiring all workers performing work under any contract with Jefferson County be paid a wage that is at least the prevailing hourly rate of wages for work of a similar character in Jefferson County.

2.20 ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.21 SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.22 APPROVAL:

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Council, and the County Counselor.

2.23 RENEWAL OPTION:

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor request an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts and Grants no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

2.24 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: Individual: Partnership: Corporation.

Incorporated in the State of _____.

EXHIBIT C

AFFIDAVIT OF WORK AUTHORIZATION:

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

EXHIBIT C
(Continued)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
---	--

Business Entity Name	Date
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As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtml; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;
AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

JEFFERSON COUNTY SHERIFF'S OFFICE

The Jefferson County Sheriff's Office is seeking bids for commissary responsibilities to support the Jefferson County Jail, a correctional institution in the County of Jefferson, State of Missouri.

Commissary Functions for Bid

The supplying of food and other related products to the inmate commissary department within the jail; to facilitate the ordering of commissary supplies by inmates; to render payments between the parties.

Function of the Sheriff's Office

The Jefferson County Sheriff's Office, at its expense, will provide personnel to operate the computer equipment, account for inmate welfare funds, and deliver the completed orders to the individual inmates.

Function of the Supplier

The supplier will download all inmate orders for commissary items, bag, box, and ship such commissary items to the Jefferson County Jail for the distribution to the inmates. The supplier will bill the Jefferson County Jail monthly or more frequently for all such purchases. In addition, the supplier will keep the computer equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

Supplier Equipment

The supplier shall provide the Jefferson County Jail with such computer equipment and software as listed in Exhibit A

Payment

The Supplier will invoice the Jefferson County Jail for all commissary items purchased. The Jefferson County Jail will pay such invoices in accordance with standard credit terms (NET 30 DAYS) from the Inmate Trust Account.

Service Fees

The Jefferson County Jail will receive a service fee for the services to be provided by it equal to a % of adjusted gross sales. The supplier should offer a reasonable percentage of adjusted gross sales; gross sales less the sales of noncommissioned items as determined by the supplier and the Jefferson County Jail listed on Exhibit B to this Agreement.

Menu

Product selection and pricing will be agreed upon by the Jefferson County Jail and the supplier. Menu selection shall be reviewed as needed, and no less than annually. All changes must be approved by the Jefferson County Jail. Any price adjustments will be made at least yearly on the contract anniversary date with prior approval of the Jefferson County Jail.

DEPOSIT SERVICES

The supplier will facilitate family deposits to inmate trust accounts via website, toll free phone number and deposit kiosk placed in a mutually agreeable site within the facility. Facility will provide power and network connectivity for the kiosk. The supplier will guarantee all deposits and ACH moneys to the Jefferson County Jail bank account nightly. No fees for this service will be born by the Jefferson County Jail.

TERM & TERMINATION

This Agreement shall continue in effect for a period of three years (the base term) from the date hereof.

INDEMNIFICATION

The supplier and the Jefferson County Jail shall indemnify each other against any loss, damage, injury, or death caused by the negligent acts or omissions by their agents or employees for losses, damages, injuries or death caused by their negligence and arising out of the consumption or use of the products sold or services provided; however, nothing contained herein shall require the parties to defend or indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents or employees.

The computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.

Exhibit A – Hardware - Equipment & Technology/Services Demanded

Note* The computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.

1 Lobby Kiosk (& other aspects of deposit services, as described below)
1 Booking Kiosk
4 Edge Housing Kiosks
1 Computer (server) with monitor
1 Computer (workstation) with monitor
Wiring & Electric needed to operate all kiosks.

Supplier Services

The supplier will provide a direct deposit service that is fully integrated with software, which allows friends and family members to be able to deposit funds directly into an inmate's account, without it ever touching the hands of our staff. These deposit options eliminate the man power and time that it takes to receive in and enter deposits onto an inmate's account. The deposit methods required by the Jefferson County Jail include:

Phone:

By dialing a 1-800 number friends and family members would be allowed to use a credit or debit card to deposit funds directly into an inmate's account. The call center shall offer bilingual translation, and call center representatives are available Monday through Friday, from 7:00 AM until 11:00 PM, Central time. Cardholder information is verified and approved prior to funds being transmitted to the facility.

Internet:

Depositors can visit a secure deposit website and set up an account with a personal password using their email address. If they do not have an email account, the supplier will direct them to a free email provider such as Yahoo or Hotmail to allow them to create an email account. Once they have completed this process, users may deposit funds into an inmate's account using their MasterCard or Visa logo debit/credit card. All transactions are fully PCI compliant.

Lobby Kiosk:

Provide a touch screen kiosk for both cash and credit/debit card use for depositing funds directly to an inmate account. Friends and family can look up their loved one by ID number or name, confirming identity with birth date, booking date, and/or picture. The Supplier will provide all technical support and documentation, as well as provide cash pick-up via armored car service every two weeks.

Booking Kiosk

The booking kiosk is a peripheral device that attaches via USB cable to a computer running the accounting software. The kiosk's money accepter is activated from within the accounting software when an officer deposits

money to an inmate's account. The kiosk accepts bills and coins, automatically counts them and totals the amount, then the officer commits the deposit transaction and a receipt is printed.

Inmate POD Kiosks

The kiosk is designed to allow inmates to enter their order and adjust it as often as they would like up to the scheduled time for processing orders, **without regard for the inmate's account balance**. Once the cutoff time is reached all orders will be processed, and at that time, the inmate account balance, as well as facility rules and restrictions will be applied. After all requests are processed, orders are built and dispatched to the distribution center (remote or local) for fulfillment.

Kiosks must be built with the safety of the inmate and security of the facility in mind. All enclosures shall be made from at minimum, 11 gauge steel and rounded at each corner. The touch screen will be required to be made from shatter-proof material, and the locks must be high security (tamperproof) vending machine style locks. All kiosks will be wall-mounted and are easily converted to floor stand-alone models, if desired.

An Inmate ID number and self-assigned PIN are needed to gain access to the kiosk. The pin number is able to be reset by either the inmate or an authorized facility administrator as often as necessary.

The application offers the ability to allow the facility to customize the functions available to the inmate population when accessing the kiosk, such as inmate requests/grievances, hair cut requests, policy and procedures postings, FAQ's by counselors, etc. Other software capabilities shall include access to:

Account History:

Fully integrated with the accounting system, the feature shall provide an account history transaction screen. After logging in, the inmate simply touches the option to view their entire history of account transactions and running balance. The transactions are conveniently listed by entry date, in descending order.

Order Entry:

Placing a commissary and/or indigent order request is simple and accurate. The inmate touches the option to open the commissary screen. A wide assortment of products is available from this screen; however, preset restrictions ensure that inmate views only the items he or she is authorized to order.

Each item features a picture to improve the accuracy of the product selected, and the quantity is entered by touching the corresponding number on the touch screen number pad.

The Jefferson County Jail will have the ability to display specials, on site products, indigent and miscellaneous items, simply from a touch screen. Each item selected is displayed onscreen in an order ticket that can be edited during the ordering process.

Facility Information:

The Kiosk is a multipurpose tool that will allow the facility to post information such as answers to the most frequently asked questions. Users touch an information button to display important facility information such as daily commissary specials, facility policies and procedures, and any other information preset and determined by the facility.

Grievance/Calendar/Request Appointment:

This feature allows inmates to submit requests electronically. After the facility configures the types of requests that the inmate is allowed to submit, the inmate will be able to logon to the kiosk and submit the requests. Inmates will also be able to view their calendar. The facility is able to post static calendar information as well as all approved inmate appointments that are a direct result of an electronic request.

Commissary List

Suppliers shall submit a comprehensive list of commissary items and cost for review and consideration. Percentage profit/return to the Jefferson County Jail must be submitted.

Installation of Technology/Kiosks

Suppliers will be responsible for costs associated with installation, electric, and software necessary for successful implementation of (Secure Deposit Services (phone, web, and lobby kiosk), booking kiosk and inmate Edge Kiosks). The server will be added to the County's network to allow the Jail's workstations and inmate Edge Kiosks to communicate back to the suppliers database / web server. Supplier will install new server hardware, perform software upgrade on new server, and ensure that all existing software functionality is working once the hardware / software upgrade is complete. The supplier will install booking kiosk hardware to the designated Jail workstation or supplier workstation. The supplier will install and configure booking kiosk software, test/verify functionality of the booking/cash kiosk in the booking area, and train end user facility staff on the booking kiosk software functionality. The supplier will facilitate the installation of all install and configurations to implement the inmate Kiosk software on the server. The supplier will finalize all configurations required at each inmate Edge Kiosk to allow for the kiosks to communicate back to the supplier server. The supplier will be responsible for test/verify functionality of the inmate Edge kiosk units, training end user facility staff on the inmate kiosks, install and configure the deposit apply service software, test/verify functionality of the Secure Deposit Services, and train end user facility staff on the overall program functionality, reconciling and reporting on daily activity.

Support

Supplier must have and address support in the area for technology support for equipment, software, delivery, and commissary issues that develop.

Exhibit B

Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by Jefferson County Jail

How Commissions Are Determined

The commissions will be based on the weekly, adjusted gross commissary sales. Adjusted gross sales are gross sales less postage sales or other noncommissioned sales.

**Monthly Sales
Less Postage/Non Commissionable
= Adjusted Gross Sales**

x _____%Commission Offered

*Postage sales and stamped envelopes are noncommissioned.