

Request for Proposal (RFP)
 Commissary Services System
 RFP 2015-6-JS
 May 18, 2015

1. Introduction

- 1.1 St. Louis County Department of Justice Services is seeking no cost proposals for a commercially-available off-the-shelf (COTS) turnkey (see definitions section below) solution for a Commissary Services System for use by inmates and their relatives at its Justice Services Center in Clayton, MO.
- 1.2 The County shall incur no costs from the selected Proposal. In addition, the County shall be paid a commission from the vendor from the sales of commissary items. Proposers shall propose a commission percentage in the appropriate place in the Price Form.
- 1.3 The Commissary System shall be composed of the following components:
 - 1. Commissary goods and services
 - 2. A deposit service for inmate fund account
 - 3. Pre-paid debit card release program given to inmate upon their release.
- 1.4 The selected vendor must demonstrate the competency and experience in providing commissary systems to justice services agencies of similar size and volumes as St. Louis County. Specific expectations of the RFP vendor are detailed in the Statement of Work section below.
- 1.5 Sales and Commission History:

COMMISSARY SALES/COMMISSION% PER YEAR

YEAR	SALES	COMMISSION	ANNUAL% COMMISSION
2010	\$915,598	\$296,276	35%
2011	\$886,651	\$289,429	35%
2012	\$1,027,490	\$328,491	35%
2013	\$1,193,456	\$344,440	35%
2014	\$1,120,184	\$318,534	35%

- 1.6 Inmate population for 2010-2014:

FIVE YEAR AVERAGE DAILY POPULATION (ADP)

YEAR	2010	2011	2012	2013	2014
ADP	1186	1145	1286	1331	1230

1.7 Inmate Deposits and Withdrawals:

YEAR	DEPOSITS	WITHDRAWALS
2012	\$1,767,546	\$371,831
2013	\$1,919,070	\$331,394
2014	\$1,891,278	\$349,831

Three year average deposits (KPW = Kiosk/phone/web, MI = money orders/intake)

YEAR	TYPE	DEPOSITS	DEPOSIT /MONTH	NUMBER- YEAR	AVERAGE DEPOSIT
2012	KPW	\$ 1,148,155	\$ 95,680	26,225	\$ 44
2012	MI	\$ 619,391	\$ 51,616	7,801	\$ 79
2013	KPW	\$ 1,360,301	\$ 113,358	30,308	\$ 45
2013	MI	\$ 558,769	\$ 46,564	7,419	\$ 75
2014	KPW	\$ 1,239,628	\$ 103,302	26,157	\$ 47
2014	MI	\$ 651,650	\$ 54,304	7,835	\$ 83
AVERAGE		\$1,859,298	\$ 154,942	35,248	\$ 53

Three years average withdrawals (DC=debit card, CC=cash/check)

Year	Type	Withdrawals	Per Month	Number- per year	Average Withdrawal
2012	DC	\$19,169	\$1,597	188	\$102
2012	CC	\$352,622	\$29,389	4,247	\$83
2013	DC	\$99,545	\$8,295	893	\$111
2013	CC	\$231,849	\$19,321	3,257	\$71
2014	DC	\$92,313	\$7,693	825	\$112
2014	CC	\$257,518	\$21,460	2,564	\$100
AVERAGE		\$351,019	\$29,252	3,991	\$88

2.0 General

- 2.1 While the County intends to proceed with the process, the County does not guarantee that it will contract for any or all intended services described herein.
- 2.2 The County has the option to award item number by item or to award based on the total for all items selected for award by the County as determined by the best interest of the County.
- 2.3 Proposers should not provide proposals that require the County to use other, non-Commissary systems (e.g. accounting, cashiering, etc.) from the Proposer.

2.4 Proposers must currently have a Commissary System being directly sold by the Proposer COTS in the market with a minimum of 5 customers that are peer organizations to the County.

2.5 Definition of Terms

2.5.1 Definitions

The following definitions are used in this RFP:

- a. Client or County means St. Louis County, Missouri.
- b. REJIS (www.REJIS.org): The organization (outsourcer) that provides IT services to the County.
- c. System Configuration - selecting the desired system function settings from the menu provided out-of-the-box from the vendor.
- d. System Customization - making source code changes to the vendor's out-of-the-box product to achieve special, unique functionality.
- e. Turnkey solution- Vendor is responsible for the design, application & database development, deployment, operation, security and maintenance of the system, including, but not limited to, all proposed hardware, software, peripherals and training.
- f. "Proposer" or "Vendor" or "Respondent" means a firm, company or organization submitting a proposal in response to this RFP.
- g. "Request for proposal" and its abbreviation "RFP" shall mean this document, which is an invitation to suppliers to submit a proposal that fully meets all the requirements contained herein.
- h. "We" and "the enterprise" (as well as "our" and "us") refer to St. Louis County.
- i. "You" and "supplier" shall mean all respondents to this RFP prior to the award of the contract, and the respondent selected to deliver the equipment and services necessary to fulfill this RFP subsequent to the award of the contract. The term extends to include all subcontractors under the responsibility of the prime contractor.
- j. "Infrastructure" shall mean all the hardware and software required to execute and operate the system software for a minimum duration of four years to vendor and industry standards of operation detailed below.
- k. "Equipment" and "infrastructure" shall mean all hardware and software necessary for the deployment of the proposed solution.
- l. "Delivery of equipment" shall mean the supply, installation, testing, configuration and commissioning of the specified equipment, subject to acceptance criteria.
- m. Peripheral equipment includes, but is not limited to: printers, scanners, plotters, etc.

2.5.2 Acronym Key and Glossary Terms

ACH Automated Clearing House

ASP Application Service Provider
COTS Commercially-available Off-The-Shelf
IJMS Integrated Jail Management System
PCI Payment Card Industry
REJIS Regional Justice Information Service
RFP Request for Proposal
SOW Statement of Work

3.0 Instructions to Proposers

- 3.1 The County's standard for creating and sharing documents electronically is Microsoft Office. Proposers must confirm their ability to meet these County standards during the RFP process and beyond should the County require further questions and/or communications.
- 3.2 All questions pertaining to this proposal shall be directed by e-mail to Milton Mitchell, Superintendent-Fiscal/Human Resources at mmitchell@stlouisco.com. Questions must be submitted by 2:00 pm CST, June 1, 2015.
- 3.3 Proposals are due in the office of Milton Mitchell, Superintendent, Fiscal/Human Resources, 100 S. Central, 3rd Floor, Clayton, Missouri 63105 by June 8, 2015 at 2:00 pm CDT. Late or non-priced or incomplete RFPs (Reference Section 8) will not be considered.
- 3.4 All RFP responses must be submitted in the County standard electronic format (Microsoft Office) in addition to 3 paper copies for review.
- 3.5 Proposers shall respond to all questions/items contained in this RFP.
- 3.6 RFP responses shall follow the section/paragraph numbering format used in the RFP. The Price and Commission form, Section 22, shall be included in your response. The Pricing Form in the format shown on Attachment 1 shall be included in your response. Failure to follow the RFP format may result in RFP disqualification.
- 3.7 Proposers should monitor the County web site for addendums to the RFP prior to RFP closing and include signed addendums with their RFP response. Proposals not containing all signed addendums may be disqualified.
- 3.8 Proposed RFP Timetable

Listed below are dates and times of activities related to the Request for Proposal (RFP). In the event these dates change, proposers will be notified via addendum posted on County internet. It is the County's goal to meet the dates as specified.

Milestone	Timeframe
RFP Issuance	Monday, May 18, 2015
Deadline for Questions	Monday, June 1, 2015
County shall post responses to Questions	Monday, June 8, 2015
Vendor Proposals Due	Monday, June 22, 2015
Notification of Demonstration Dates	Friday, June 26, 2015
Demonstrations of Software	July 6-10, 2015
Contract Negotiations	July-August 2015

4.0 Notices

- 4.1 PCI Compliance: It is **mandatory** that your proposed system comply with current requirements of the Payment Card Industry Data Security Standard (PCI DSS). You will need to produce documentation that certifies PCI compliance. Proposals that do not contain PCI compliance documentation will be rejected.
- 4.2 Does your proposed system/solution comply with the Payment Card Industry (PCI) Data Security Standard (DSS)?
- 4.3 Does your proposed system/solution adhere to PCI Security Standards Council (SSC) validation requirements?
- 4.4 Do you maintain up-to-date knowledge of PCI SSC standards and industry trends?
- 4.5 Have you undergone any PCI-related audits in the past 18 months? If yes provide audit findings.
- 4.6 Are you agreeable to maintain your system at current PCI DSS levels going-forward at no cost to the County?

- 4.7 If your response to a, b or c above is “yes”, provide documentation to support your assertion(s).

5.0 Current Technical Environment

- 5.1 User workstations are primarily Intel PC’s with Microsoft Windows® 7
- 5.2 Internet access is only allowed through Microsoft Internet Explorer 11

6.0 Insurance Requirements

The Proposer shall maintain adequate insurance, for damage or loss, for all equipment and other valuables until such time as the County receives good and clear title. In defining insurance coverage, the Proposer shall secure full replacement value for the system without the requirement that the County be responsible for any payments or deductibles. In the event that it is necessary to make a claim under this policy, any funds received by the Proposer shall be used to secure replacement equipment for the County.

The County, at its option, may require the Proposer to provide certificates describing, to the satisfaction of the Client, evidence of proper (as required by the State of Missouri) workers compensation and liability insurance for all Vendor staff and representatives involved in the installation of the computer equipment and software. The County shall be named as a primary additional insured without any contribution from any insurance or self-insurance of St. Louis County, unless prohibited by Missouri Statutes.

The Proposer agrees to hold harmless and defend the County and its agents, officials and employees from any liability, claim, or injury related to or caused by fault or negligence of Proposer’s employees or subcontractors. In order to demonstrate this responsibility, the Proposer shall furnish the County with evidence of valid commercial general liability insurance coverage in the amount of one million dollars (\$1,000,000) for each occurrence for personal injury (including death or dismemberment) and property damage related to or resulting from shipping, installation, operation, or removal of the proposed automated system. The insurance policy shall be initiated prior to the installation of the system and maintained until final acceptance of the system by the County under the terms of the contract. The Proposer shall furnish to the County a copy of the insurance policy and all subsequent changes or updates. An endorsement or statement waiving the right of cancellation or reduction in coverage unless thirty (30) days prior written notice is given to the County by registered or certified mail shall be included.

Insurance Coverage - As a condition of performing work for the County, Proposer shall provide satisfactory evidence of insurance coverage as follows:

- A. Commercial general liability of at least \$1,000,000;
- B. A minimum umbrella policy of \$3,000,000;

- C. Professional Liability or Errors and Omissions Insurance with the provision to purchase an unlimited tail and a limit of \$2,000,000.
- D. Statutory workers compensation with \$500,000 of Employers Liability for all sections.

The coverage shall be the minimum amounts and shall not be diminished during the term of this contract and the Proposer shall provide copies of all certificates of insurance to the satisfaction of the County as to coverage and content and shall maintain such coverages through the entire term of the contract and any renewals.

7.0 SOW (Statement of Work)

7.1 Describe your ability and experience to perform each item below:

7.1.1 The Vendor shall furnish proper material, labor, equipment, and supervision necessary to complete contracted services as per RFP.

7.1.2 Ship all materials & supplies to Joe Howard, Warehouse Supervisor, St. Louis County, 100 S. Central, Clayton, MO 63105.

7.1.3 Pay all Social Security, Federal and State Employment taxes, Use, Sales, Excise and other taxes directly attributable to its employees, equipment and supplies.

7.1.4 Work with the County to ensure a minimum amount of down time of our current Commissary Services System occurs during the installation process of the new proposed system.

7.1.5 Installation work will be done during County business hours: Monday through Friday 8:00 am to 5:00 pm.

7.1.6 Vendors need to understand that installation work associated with this RFP will take place in a prison environment. As such vendor personnel and their contractors are subject to:

1. Searches of their person and containers
2. Background checks

7.1.7 Comply with and follow all County security policies & practices.

7.1.8 Provide documentation per request of complete insurance coverage for General Liability, Excess Liability, and Workman's Compensation.

- 7.1.9 Comply with and follow all drug-free work policies. All personnel shall have completed drug screening prior to employment, and participated in quarterly random testing.
- 7.1.10 Comply with all Federal, State, & Company safety regulations.
- 7.1.11 Comply with federal immigration laws (see Attachment 2).
- 7.2 Plan and perform all work from shipment through County acceptance of the system. This includes, but is not limited to:
 - 7.2.1 Provide a mounting plate template and mounting plates to mount kiosks to the floor.
 - 7.2.2 Prepare the area for system installation.
 - 7.2.3 (This section intentionally left blank)
 - 7.2.4 Work with County Justice Services and Facilities personnel to plan and execute the installations.
 - 7.2.5 Vendor will perform all electrical and network connections to existing connections.
 - 7.2.6 Install the equipment to manufacturer specification using factory trained and certified field engineers.
 - 7.2.7 Perform startup of the unit.
 - 7.2.8 Test that installation is successful and fully operational.
 - 7.2.9 Certify to the County that the system is fully functional and operational.
 - 7.2.10 The work area must remain clean and organized during installation.
 - 7.2.11 All tools must be inventoried by County Staff prior to entering a secure housing unit and prior to exiting.

8.0 Response Requirements

The RFP shall include, but is not limited to, the following information:

- 8.1 Audited Proposer's financial statements or annual report for the last two (2) years.

- 8.2 Proposer's registered office address, telephone number, internet web address, e-mail address, stock exchange listing & symbol (if public), and the name(s) of the director(s) or other responsible officer(s) who would have ultimate responsibility for the management of the contract if awarded.
- 8.3 Proposer's registered office address, telephone number, internet web address, e-mail address.
- 8.4 Name, title, address, phone & FAX number and e-mail address of the Proposer's primary contact with the County for ongoing communications regarding the RFP.
- 8.5 Customer list and references from Proposer's recent (past 12 months) Commissary system engagements. References shall include, but shall not be limited to: customer(s) name(s) and address(es); customer(s) contact name(s) and telephone number(s); duration of services/contracts; summaries of services provided.
- 8.6 Description of Proposer's scope of service capabilities, regardless of applicability, for data center air conditioning.
- 8.7 Describe your quality methodology and processes.
- 8.8 Describe how you will address any damages or County service outages caused by your installers during the installation of your system.
- 8.9 Vendors must demonstrate your proposed system to the County at the County's site or at a St. Louis area location at no cost to the County.

9.0 Evaluation of Proposals and award criteria

- 9.1 Proposals will be evaluated by a team of County personnel. The following criteria will be evaluated in addition to the items listed in compliance with the RFP requirements:
 - Expertise & experience of the Proposer.
 - Competency & experience of the specific Proposer to provide Commissary, deposit, and pre-paid card systems to the County.
 - Experience & results in providing similar services to peer organizations to the County.
 - Cost and commission to the County
 - Quality, completeness and ease of understanding the RFP response & work plan.
 - Ability to meet a project schedule acceptable to the County

9.2 A successful proposer selection process cannot take place solely based on written responses to this proposal. Although written proposals will provide a great deal of input, they may be supplemented with the following at St. Louis County's discretion:

- a) Information from formal presentations (finalists)
- b) Input from research organizations and industry publications
- c) Reference feedback
- d) Past performance with proposer and proposer's partner(s)
- e) Agreement on the contract terms as evidenced by the absence of exceptions
- f) Assessment of the chemistry with the vendor and their ability to be easy to do business with

9.3 The proposers, if requested, must be available for one meeting at St. Louis County, within seven (7) calendar days after notification. The meeting would be to discuss and clarify the proposer's proposal and qualifications. Proposers must respond by e-mail within seven days to written or e-mail requests from the County for additional information regarding their proposal, experience, clients, and related information. Failure to respond in full and within the required time period may result in rejection of the company's proposal.

9.4 The County Director of Justice Services may reject any or all proposals and waive any minor irregularities.

1. RFP response is submitted by the due date and time
2. The RFP response is signed by a company officer
3. The vendor is willing to commit to adequate demonstrations of software and hardware on-site at the County.
4. The user interface:
 - a. shall be web-based or web-enabled (aka browser-based)
5. Core application software, as defined in Section 1.7 of this RFP, shall be provided and supported solely by the proposing vendor (no partners).
6. The system shall be "Active Directory Aware" / LDAP using the current version of Microsoft's Active Directory (AD) 2008 R2 or higher.

Note: If the vendor is proposing a cloud solution see section 2.95 for cloud solution requirements.

9.5 The Committee will consider the following categories when rating the Vendor's solution:

- Investment and Costs (30%)
- Functionality (20%)
- Ability to interface with Tyler Munis (20%)
- Technical Requirements (10%)

- Service and Support (10%)
- Vendor Viability and Experience (5%)
- Completeness of proposal (5%)

9.6 St. Louis County will base its evaluation and selection of the preferred Vendor on the above criteria. Information to evaluate vendors will be obtained as follows:

- Evaluation of vendor proposal response
- Follow-up questions and answers
- On-site vendor demonstrations
- Reference checking with comparable entities using the vendor's product
- Potential site visits to comparable entities using the vendor's product
- Other information obtained related to the vendors being considered

10.0 Project schedule

- 10.1 County expects to start project installation in September 2015. Do you have the appropriate resources to start then?
- 10.2 Work on the complete Commissary Service System shall start within 30 days of the contract execution date. The contract execution will be identified in the contract and will be applied at the point that the document is signed by both parties.
- 10.3 Commissary service, deposit services and prepaid debit card must be in place within 60 days of contract execution.

11.0 Pricing and Fees

- 11.1 The proposer must submit a commission based pricing sheet for the commissary service to the County to complete the Statement of Work. Proposers must use the format shown on the Price and Commission form, section 19.
- 11.2 The Deposit Service and Prepaid Debit Card Service must be at no cost to the County. The fees generated by the services from inmates and their associated family and friends must be fair.
- 11.3 In the RFP response, proposers must include a price list containing their fees charged to inmates for their commissary goods. Proposer must use the Price List in Attachment 1.
- 11.4 Commissary Service System fees (commissary items, deposit service fees and prepaid debit card fees) quoted must stay in place for 1 year from the start of the contract.

12.0 Contract requirements of the successful Proposer

- 12.1 The contract will be fully negotiated after a vendor is selected by St. Louis County. Responses to the contract terms outlined in this section may be considered in the selection process and such terms shall be included in the final contract.
- 12.2 The following contract terms and conditions, substantially in the form contained herein, are expected to be agreed to by the vendors as part of contract negotiations. Exceptions must be explicitly noted in the Vendor Proposals in the checklist forms provided. Lack of exceptions listed on the checklist shall be considered acceptance of all of the terms and conditions as presented in this RFP.
1. Vendor shall perform the services contained in the RFP Response, attached and incorporated as an exhibit to this agreement. Vendor shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.
 2. Vendor agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Agreement. Vendor agrees that, at all times, the employees of Vendor furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
 3. Vendor agrees that all persons working for or on behalf of Vendor whose duties bring them upon the Client's premises shall obey the rules and regulations that are established by the Client and shall comply with the reasonable directions of the Client's officers. The Client may, at any time, require the removal and replacement of any of Vendor's employees for good cause.

Vendor shall be responsible for the acts of its employees and agents while on the Client's premises. Accordingly, Vendor agrees to take all necessary measures to prevent injury and loss to persons or property located on the Client's premises. Vendor shall be responsible for all damages to persons or property caused by Vendor or any of its agents or employees. Vendor shall promptly repair, to the specifications of the Client, any damage that it, or its employees or agents, may cause to the Client's premises or equipment; on Vendor's failure to do so, the Client may repair such damage and Vendor shall reimburse the Client promptly for the cost of repair.

Vendor agrees that, in the event of an accident of any kind, Vendor will immediately notify the Client's contact person and thereafter, if requested, furnish a full written report of such accident.

4. Vendor shall perform the services contemplated in the Agreement without interfering in any way with the activities of the Client's staff or visitors.

5. Vendor and its employees or agents shall have the right to use only those facilities of the Client that are necessary to perform services under this Agreement and shall have no right to access any other facilities of the Client.
6. The Client shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to equipment, tools, materials, supplies, and other personal property of Vendor or its employees, subcontractors, or material-men.
7. To the fullest extent permitted by law, the Vendor shall indemnify, hold harmless, and defend the Client and its agents, employees, officers and successors, from and against any claims, causes of action, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting in any way from Vendor's performance of this contract, provided that such claim, cause of action, damage, loss or expense is attributable to bodily injury, sickness, disease, or death to any person, including employees or agents of the Vendor, subcontractor, or construction manager, or to injury to or destruction of tangible property including loss of use resulting therefrom, but only if caused in whole or in part by a negligent act or omission of the Vendor, a subcontractor, the construction manager, anyone directly or indirectly employed by them, or any for whose acts they may be liable, regardless of whether or not such claim, cause of action, damage, loss or expense is caused in part by a party indemnified hereunder.
8. Vendor shall assume the defense of the Client pursuant to the provisions of paragraph 9 within fourteen (14) days of receipt of written notice. Any legal cost or expense, including attorney's fees, incurred by the Client for enforcement of its rights under paragraph 9 between the time by which Vendor should have assumed the Client defense and the time when Vendor assumes the Client's defense shall be reimbursed by Vendor. Any legal cost or expense, including attorneys' fees, incurred by the Client in the successful prosecution of any litigation seeking to enforce the provisions of paragraph 9 or in negotiating a settlement of such claim, shall also be reimbursed by Vendor.
9. Entire Agreement

This Agreement, including appendices and referenced attachments, constitutes the entire Agreement between the Client and Vendor and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

10. Amendment

The Agreement may be amended by written agreement of the parties.

11. Term and Termination

In the event that either party shall fail to maintain or keep in force any of the terms and conditions of this Agreement, the aggrieved party may notify the other party in

writing via certified mail of such failure and demand that the same be remedied within ten (10) business days. Should the defaulting party fail to remedy the same within said period, the other party shall thereupon have the right to terminate this Agreement by giving the other party thirty (30) days written notice. Notwithstanding the foregoing, due to lack of State or County funding, the Client may at any time during the life of this Agreement, terminate same by giving thirty (30) days' notice in writing via certified mail to Vendor. In addition, if at any time a voluntary petition in bankruptcy shall be filed against the Vendor and shall not be dismissed within thirty (30) days, or if the Vendor shall take advantage of any insolvency law, or if a receiver or trustee of the Vendor's property shall be appointed and such appointment shall not be vacated within thirty (30) days, the Client shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate the contract by giving (30) days' notice in writing of such termination.

12. Applicable and Governing Law

The Agreement shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Missouri. All duties of either party shall be legally performable in Missouri. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Missouri, and the forum and venue for such disputes shall be in the courts of appropriate jurisdiction for St. Louis County, Missouri.

13. Confidentiality

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to requests under Chapter 610 R.S.Mo..

14. Title and Confidentiality

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies Client make, remain with Vendor. It is agreed the Software is the proprietary, confidential, trade secret property of Vendor, whether or not any portions thereof are or may be copyrighted, and Client shall take all reasonable

steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that Client shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or Subcontractors working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees, agents, and Subcontractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and Subcontractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

15. Notices

All notices or communications required or permitted as a part of the Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

- 1) Actually received, or
- 2) Upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the party, or
- 3) If not actually received, 10 days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the respective other party at the address set out in the section of the Agreement titled "Identification of the Parties to the Agreement" or such other address as the party may have designated by notice or Agreement amendment to the other party, or
- 4) Upon delivery by the Client of the notice to an authorized Vendor representative while at Client site.

Note that if Vendor anticipates missing a due date, then Vendor must notify Client immediately so that a mutually acceptable revised due date can be agreed to. Consequences to be borne due to failure to receive a notice due to improper notification by the intended receiving party of a new address will be borne by the intended receiving party. The addresses of the parties to this License are as follows:

Vendor

St. Louis County
Department of Justice Services
Attention: Dr. Milton Mitchell
100 S. Central

16. Survival

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

17. Force Majeure

Timely performance is essential to the successful initial implementation and ongoing operation of the network described herein. However, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by force majeure.

Force Majeure Requisites

Force majeure shall not be allowed unless:

A. Within three (3) calendar days of the occurrence of force majeure, the party whose performance is delayed thereby shall provide the other party or parties with written notice explaining the cause and extent thereof, as well as a request for a time extension equal to the estimated duration of the force majeure events.

B. Within seven (7) calendar days after the cessation of the force majeure event, the party whose performance was delayed shall provide the other party written notice of the time at which force majeure ceased and a complete explanation of all pertinent events pertaining to the entire force majeure situation.

120 Day Maximum

Under no circumstances shall delays caused by a force majeure extend beyond one hundred-twenty (120) days from the scheduled delivery or completion date of a task, unless by prior [to the one hundred-twenty (120) days] written notice of permission of the other party. Failure to secure this written prior permission, even in the case of force majeure, shall constitute default by the party failing to meet the requirement.

Right of Cancellation

Either party shall have the right to cancel the contract Agreement if Force Majeure suspends performance of scheduled tasks by one or more parties for a period of one hundred-twenty (120) or more days from the scheduled date of the task. If a cancellation due to a Force Majeure occurs before title passes to the Client, the Vendor may keep any parts of the system as it can salvage, but must

remove same at its own expense. If cancellation occurs due to a Force Majeure after title passes to the Client, the system shall remain with the Client and the Vendor shall be entitled to any such payments as have accrued according to the payment schedule.

18. Incorporation by Reference

The Vendor shall supply equipment, wiring, technology, training, and other related services adequate to accomplish the requirements as set forth in the Request for Proposals and the Vendor response to the Request for Proposals. Parties agree that where there is a conflict between terms of this Agreement and the information presented in the referenced documents, this Agreement shall take precedence. The parties also agree that where there is not a conflict between this Agreement and the information presented in the referenced documents, that all terms, conditions and offers presented in the Vendor's proposal shall herein be referenced to the Agreement and shall be binding upon all parties to the Agreement.

19. Risk During Equipment / Software Storage and Installation

Delivery shall be made in accordance with the implementation schedule referenced as part of this Agreement. It will be possible to allow for minor variances from this implementation schedule as mutually agreed upon by both parties and confirmed by prior written notice. The equipment shall be installed and placed into good working order by representatives of the Vendor. During the time period where the equipment / software is in transit and until the equipment is fully installed in good working order, the Vendor and its insurer shall be responsible for the equipment / software and relieve the Client of responsibility for all risk or loss or damage to the equipment / software. In addition, Vendor shall hold the Client and agents harmless from any risk of loss or damage arising out of occurrences during the installation of the equipment / software.

20. Shipping of Equipment / Software

All shipping and insurance costs to and from the site shall be included in the Vendor's proposal. All payments to shipping agents and for insurance fees shall be made directly by the Vendor. The Client shall make no payments to any firm concerning the shipment, installation, and delivery of equipment / software which is not a part of this Agreement and for which exact payments are not described. Vendor shall be responsible for all arrangements for the shipment and receipt of equipment / software to Client' prepared site. Recognizing that Client's staff has little prior experience or training in this technology, the Vendor shall provide all properly trained representatives to unpack all items of equipment / software and place this equipment / software in the proper locations. The Vendor shall also be responsible for removal of all debris and packing materials from the site resulting from the installation of the equipment / software.

21. Patents, Copyrights, and Proprietary Rights Indemnification

The Vendor, at its own expense, shall completely and entirely defend the Client from any claim or suit brought against the Client arising from claims of violation of United States patents or copyrights resulting from the Vendor or the Client's use of any equipment, technology, documentation, and/or data developed in connection with the services and products described in this Agreement. The Client will provide the Vendor with a written notice of any such claim or suit. The Client will also assist the Vendor, in all reasonable ways, in the preparation of information helpful to the Vendor in defending the Client against this suit.

In the event that the Client is required to pay monies in defending such claims, resulting from the Vendor being uncooperative or unsuccessful in representing the Client's interest, or in the event that the Client is ordered to pay damages as a result of a judgment arising out of an infringement of patents and/or copyrights, Vendor agrees to fully reimburse the Client for all monies expended in connection with these matters. The Client retains the right to offset against any amounts owed Vendor any such monies expended by the Client in defending itself against such claims.

Should a court order be issued against the Client restricting the Client's use of any product of a claim and should the Vendor determine not to further appeal the claim issue, at the Client's sole option the Vendor shall provide, at the Vendor's sole expense, the following:

- A. Purchase for the Client the rights to continue using the contested product(s), or
- B. Provide substitute products to the Client which are, in the Client's sole opinion, of equal or greater quality, or
- C. Refund all monies paid to the Vendor for the product(s) subject to the court action. The Vendor shall also pay to the Client all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

23. Nondiscrimination by Vendors or Agents of Vendor

Neither the Vendor nor anyone with whom the Vendor shall contract shall discriminate against any person employed or applying for employment concerning the performance of the Vendor responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, gender identity, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default by the Vendor of this Agreement.

24. Subcontractors

Vendors may use subcontractors in connection with the work performed under this Agreement. In using subcontractors, the Vendor agrees to be responsible for all their acts and omissions to the same extent as if the subcontractors were employees of the Vendor.

25. Effect of Regulation

Should any local, state, or national regulatory authority having jurisdiction over the Client enter a valid and enforceable order upon the Client which has the effect of changing or superseding any term or condition of this Agreement, such order shall be complied with, but only so long as such order remains in effect and only to the extent actually necessary under the law. In such event, this Agreement shall remain in effect, unless the effect of the order is to deprive the Client of a material part of its Agreement with the Vendor. In the event this order results in depriving the Client of materials or raising their costs beyond that defined in this Agreement, the Client shall have the right to rescind all or part of this Agreement (if such a rescission is practical) or to end the Agreement term upon thirty (30) days written prior notice to the Vendor. Should the Agreement be terminated under such circumstances, the Client shall be absolved of all penalties and financial assessments related to cancellation of the Agreement.

The Client shall not be charged for such compliance beyond the cost of the annual support fees. The Client shall also not be charged for analysis, investigation, design, programming, conversion, or implementation of such compliance beyond the cost of the annual support fees.

26. Control of Sub-Contractor, Project Team and Project Manager Designation

The Vendor understands that the successful installation, testing, and operation of the system that is the subject of this Agreement shall be accomplished by a cooperative effort. To most effectively manage this complicated process, the Vendor shall designate a single representative to act as an ex-officio member of the Client's project management team and who shall have the authority to act on behalf of the Vendor on all matters pertaining to this Agreement.

Client shall have the right to approve all subcontractors, Account / Project Manager, and staff assigned to Client by Vendor. In the event that an employee of the Vendor is, in the opinion of the Client, uncooperative, inept, incompetent, or otherwise unacceptable, the Vendor agrees to remove such person from responsibility in the project. In the event of such a removal, the Vendor shall, within fifteen (15) days, fill this representative vacancy as described above. Regardless of whom the Vendor has designated as the representative, the Vendor organization remains the ultimate responsible party for performing the tasks and responsibilities presented in this Agreement.

27. Assignments

Client and the Vendor each binds themselves, their partners, successors, and other legal representatives to all covenants, agreements, and obligations contained in this Agreement. This Agreement or any part thereof shall not be assigned or subcontracted by Vendor without the prior written permission of the Client; any attempt to do so without said prior permission shall be void and of no effect.

The Vendor agrees not to assign, transfer, convey, sublet, or otherwise dispose of the contract or any rights, title, or interest created by the contract without the prior consent and written approval of the St. Louis County Department of Administration or designee and the Vendor.

28. Vendor as Independent Contractor

It is expressly agreed that the Vendor is not an agent of Client, but an independent contractor. The Vendor shall not pledge or attempt to pledge the credit of Client or in any other way attempt to bind the Client.

The relationship of the Consultant to the County shall be that of independent contractor and no principal agent of employer-employee relationship is created by the contract.

29. Warranty

The Vendor warrants that all components provided under this Agreement, whether installed initially or under subsequent purchase orders, shall be: newly manufactured equipment or assembled from newly manufactured parts; approved by Underwriter's Laboratories; and, will be free from defects in workmanship or material for a period of 12 months (365 calendar days) from the date of final system acceptance. During this 12 month warranty period, the Vendor shall furnish all replacement new parts, shipping costs, repaired parts, service labor, travel costs, and other repair costs at no cost to the Client. At the conclusion of the warranty period, the Client will consider Vendor support under a separate maintenance agreement.

Third party software. Vendor warrants that all third party software products, brands, types, etc., have been recommended based on Vendor's understanding of the Client's operating environment and that such third party software products, brands, types, etc., shall operate as demonstrated by Vendor and as documented in Documentation. Vendor and Vendor, Inc. further warrant that they have the right to license said third party software products, brands, types, etc.

Third party hardware. Any and all hardware products, brands, types, etc., that Vendor and Vendor, Inc. are recommending sizing or other parameters shall be warranted to perform satisfactorily (*defined as minimum 98% uptime during normal business hours and maximum 3 second response time to non-query*

commands) for two years from the signing of this contract, assuming local or other hardware support contracts are in effect for routine maintenance and diagnostics.

30. Warranty of Fitness for a Particular Purpose

The Client has presented detailed technical specifications of the particular purpose for which the network and technology is intended. The Client has provided detailed descriptions and criteria of how the system can be defined to accomplish particular purpose. The Client has also defined the exact procedures and techniques to be employed in testing whether the system has achieved the defined performance of this particular purpose. Given this advanced preparation concerning, and documentation about the Client's particular purpose, the Vendor at the time this Agreement is in force has (1) reason and opportunity to know the particular purpose for which products are required, and (2) that the Client is relying on the Vendor's experience and knowledge of these products to provide those which are most suitable and appropriate. Therefore, the Vendor warrants that the system is fit for the purposes for which it is intended as described in this document.

31. Resolution and Response Time Warranty

Vendor warrants that all Resolution and Response Times delineated below shall be adhered to as follows, as determined by the official Project Manager:

Priority 1 support issues are defined as: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given.

- Response to first call time limit – within two (2) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business day
- If Vendor and Client are on a support telephone call to resolve a priority 1 support issue at the time that normal support hours end, Vendor's support representatives will remain on the call past the normal support hours to provide what assistance can be provided at no additional cost. Client acknowledges that programmers will not be available at that time.
- Penalty for not adhering to time limits - Client shall receive a three percent (3%) credit against the quarterly Support fees, per incident.

Priority 2 support issues are defined as: Critical Issue – Software is not down, but operations are negatively impacted.

- Response to first call time limit – within four business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one business week

Priority 3 support issues are defined as: Non-Critical Issue – resolution period to be mutually agreed upon.

- Response to first call time limit – within twenty-four (24) business hours
- Resolution time limit – Vendor shall use its best efforts to resolve within one (1) business week

32. Continuity of Warranty

Client may continue Warranty protection above by purchasing and paying for on-going Annual Support services described below. By doing so, all Warranty, Warranty of Fitness for a Particular Use, and Resolution and Response Time Warranty conditions above shall remain in effect, in perpetuity (except for the “Third party hardware” clause above), as long as payments for Annual Support are kept current.

33. Final Acceptance of the System

The system proposed shall be defined to be finally accepted by Client after the installation of the equipment, training, and successful completion of the following performance examinations: system hardware examination, software performance examination, and system functional competence examination, system capacity examination, full-load processing capacity examination, and system availability examination, approval of as-builts, training, and system documentation. The Client and its consultants shall be the sole judge of whether all conditions for final acceptance criteria have been met.

34. Standard Forms and Contracts

Any forms and contracts the Vendor(s) proposes to include as part of any agreement resulting from this proposal response between the vendor(s) and the Client must be submitted as part of this proposal. Any forms and contracts not submitted as part of the proposal and subsequently presented for inclusion may be rejected. Client reserves the right to accept or reject in whole or in part any form contract submitted by a vendor and/or to require that amendments be made thereto, or that an agreement drafted by the Client be utilized. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements. The Client will negotiate any and all contracts/agreements and prices/fees with the finalist vendor, if doing so is deemed in the best interest of the Client.

35. Advertisement

Vendor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client except on the specific written authorization in advance. Vendor will limit and direct any of its

advertising on the Client's premises and shall make arrangements for such advertising through the Director of Administration. Vendor shall not install any signs or other displays within or without the Client's premises unless in each instance the prior written approval of the Client's Executive Director has been obtained. However, nothing in this clause shall preclude Vendor from listing the Client on its routine client list for matters of reference.

36. Password Security

The vendor warrants that no 'back door' password or other method of remote access into the software code exists. The vendor agrees that any and all access to any software code residing on the Client's client/server must be granted by the Client to the vendor, at the Client's sole discretion.

37. Non-Performance Escalation Procedures

In the event that the Client determines that Vendor is not performing in a manner consistent with the intent and spirit of this Agreement or in a manner consistent with commonly accepted business practices, then the Client shall have the right to, *in the sequence shown*: (a) formally notify Vendor of non-performance, (b) reserve the right to withhold any and all payments pending, including support and maintenance agreement fees, until the non-performance is corrected, (c) request a joint meeting of Vendor and Client decision makers to attempt to resolve the non-performance, (d) require a Vendor employee to be on-site at Client's location until the non-performance is resolved, (e) invoke the Termination clause herein.

38. Replication of Software

Client shall not copy Software for any purposes other than for back up or disaster recovery. Client has the right to develop interfaces to, and/or database applications that integrate with, the licensed Software using Vendor's recommended database and development tools without voiding the Support Agreement (see Attachment X) or warranties herein.

39. Major Releases / Upgrades

Client shall be entitled to future releases and upgrades within five years from Formal Acceptance, whether of a "minor" or major" nature, of Vendor or Vendor, Inc. Software for no additional cost.

40. Solution Longevity

The vendor certifies solutions prescribed in their proposal response will remain available and supported for a minimum of five (5) years from the time the contract is signed and that any material changes to vendor's company or products will not affect the St. Louis County Missouri's implementation or support.

41. Successor Software Products

In the event Vendor makes available successor Vendor software products (e.g., software products based on a new technical architecture)(“Successor Products”) with substantially similar functionality to the Vendor software products licensed by Client (“Licensed Products”) within ten (10) years of contract signing, Client may transfer the Licensed Products to the Successor Products, for no additional Vendor license fees.

42. Conflict of Interest

The Consultant shall not employ as a director, officer, employee, agent, or subcontractor any elected or appointed official of the County or any member of his/her immediate family.

43. Intellectual Property

Software ownership: All information, data, programs, publications & media created specifically for and paid for by the County or as a result of the work identified in this Contract is the property of the County unless otherwise noted, copyright protected, or defined or agreed to by both parties to this Contract.

44. Funding Out

This Contract shall terminate at such time, if any, that the County Council fails to appropriate sufficient sums in the budget year for which the contract applies to pay the amount due.

45. Use of Licenses by Personnel Who Are Not Employees

County consultants, contractors, external customers, and business partners may access the licensed software.

46. Disaster Recovery & Disaster Recovery Testing

There will be no additional software license cost to process at another site in the event of a disaster that shuts down the County’s primary location or for testing at the disaster recovery site.

47. Right to Outsource

Software licensed to the County may be used by an outsourcer hired by the County.

Unlimited Liability for Software Vendor Infringement

The Vendor will reimburse the County for all costs related to infringement (not “finally awarded”). There shall be no limit of liability if the software is determined to be infringing.

48. Vendor Merger or Acquisition

In the event that the Vendor is merged or acquired, the acquiring entity shall honor all of the terms of the existing contract for 18 months or until the end of the present contract term, whichever is longer.

49. Functionality Replacement

The County maintains the rights to the functionality that was originally licensed, even if that functionality later gets renamed or rebundled.

50. Wording Conflicts

Should there be a conflict in wording between the contract and the Proposer's RFP response, the contract shall prevail.

51. Equal Opportunity Employment / Nondiscrimination Policy

It is the policy of the Client that all vendors who provide goods and services to the Client government by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and Local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

- The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat 355, as amended, and rules adopted thereunder.
- The Americans with Disabilities Act of 1990, PL 101-336, 104 Stat 327 (42 USCA § 12101 et seq.), as amended, and regulations promulgated thereunder.

All vendors shall, as a condition of providing goods and services, as required by law and/or the Client's Equal Opportunity Employment/Nondiscrimination Policy, not discriminate against persons to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation.

Where there has been a conclusive finding that a vendor has violated Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies, that vendor shall be barred from providing goods and services to the Client for five (5)

years from the date that a determination of the violation has been made in accordance with applicable statutes, ordinances, rules/regulations, or policies or from the date that such determination becomes known, unless a specific exemption is granted by the Client's governing body.

Any violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time during which the vendor is providing goods or services to the Client shall be regarded as a material breach of any contract between the Client and the Vendor, and the Client may terminate such contract effective as of the date of delivery of written notification to the vendor.

Any employee of a vendor providing goods and services by contract to the Client, or any employee of a subcontractor of a vendor providing goods and services to the Client by contract, or any bona fide organization representing such employees may file a written complaint with the governing body or its designated agent, if any, challenging the compliance by a vendor with the terms of this policy, the governing body or its designated agent shall then conduct an investigation to determine whether the policy has been violated.

Any vendor found to have retaliated in violation of a Federal or State law against an employee for filing a claim of violation of Federal, State, or Local equal opportunity statutes, ordinances, rules/regulations, or policies shall be ineligible to provide any goods or services to the Client government for a period of five (5) years from the date of such finding.

13.0 System Acceptance

The system will be considered fully installed when operation of the system is to the satisfaction of the County. After software installation is complete, vendor shall certify in writing to the County that the software is installed and ready for use on by County Justice Services.

14.0 Confidentiality

Will you provide written guarantees of information confidentiality and non-sharing? If yes, provide proposed contract wording.

15.0 Privacy

What functions does your proposed system have to protect the privacy of information designated "private" (e.g. personally identifiable, SSN, credit card, ACH, etc.) that it processes or stores?

16.0 Training

16.1 Provide standard user training information such as outline, description of content, format, guaranteed outcomes or any other information that would assist County evaluators in understanding the depth of the training provided.

16.2 Provide information training that will enable personnel who will operate and maintain the software/system to achieve the level of proficiency required to support the County's use of the software/system. The training must provide adequate instruction for individuals, who will be managing the overall system, including:

- System Security
- System basic diagnostics
- Trouble-shooting techniques
- Use of system utilities
- System database backup procedures
- Installation of software and conversion of data
- Information regarding data interfaces

16.3 Vendor must provide standard training information such as outline, description of content, format, guaranteed outcomes or any other information that would assist County evaluators in understanding the depth of the training provided.

16.4 Do you agree to provide a complete set of training materials for the County's approval at least three weeks before the start of any training?

17.0 Current Litigation

Do you currently have any outstanding significant (\geq \$250,000) litigation with

- Existing or prospective customers?
- Other businesses?
- Any U. S. government?

If yes, describe.

18.0 Interface with REJIS IJMS System

18.1 Your proposed system must interface with the County's Integrated Justice Management System (IJMS) which is provided to the County by REJIS (Regional Justice Information Services) and provides financial functions for the inmate population.

18.2 The cost of the interface must be borne by the Proposer and is estimated to be \$14,000. Due to current contract requirements REJIS must charge the County for the interface and the County will in turn charge the vendor the actual price.

18.3 Each transaction needs to access IJMS account balancing report for account code 2001 in real time. Account balancing reports for account code 2001 is the same database report that vendor commissary transaction (COMM) currently hit (only in reverse).

18.4 IJMS Interface Specifications

REJIS, the vendor for the IJMS, will develop an interface between IJMS and the proposed Commissary Services System. Interface will be implemented as a Windows Communication Foundation .Net (WCF) Service or Web Service exporting the following functions:

- acquire data for single inmate
- acquire account history for single inmate
- acquire inmate data for recent bookings
- acquire inmate data for recent releases
- acquire inmate data for all active inmates
- acquire recent inmate photo
- post transaction to inmate account
- query transaction status

The WCF/Web service will wrap PL/SQL procedures to provide this functionality and a new table will be created in IJMS to associate IJMS funds transaction numbers with commissary transaction number

19.0 Price and Commission Form

This document sets forth the requested pricing/commission structure for responding to this RFP. The County requests a Firm Fixed Price to deliver the items described in the Statement of Work.

Total price shall include all costs (including, but not limited to: travel, shipping and other incidental expenses) to provide products, services and deliverables identified in the Statement of Work section of this RFP.

Item	Total % Commission/FEE	Note(s)
1. Percent of commission to the County from commissary sales		
2. Debit Card Fee to customers		
3. Deposit Service Fees to customers at Kiosk		
4. Deposit Service Fees to customers via internet		
5. Deposit Service Fees to		

customers via alternate service points e.g. Western Union		
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(RFP continues below)

Appendix A
System Functional Specifications

1.0 Inmate Commissary Goods & Services:

1.1 Does your proposed system have the ability to:

- a. Automatically update items for pricing, additions, and deletions?
- b. Create order forms with multiple spending limits for commissary items and big-ticket items?
- c. Provide a Spanish version of the order form for Spanish speaking inmates? These forms will be provided at no cost to the County.
- d. Create quantity restrictions for each item and quantity restrictions for a category of items? Or individuals with diet restrictions?
- e. Collect and report taxes paid by inmates?
- f. Scan orders and send only the orders that they have scanned?
- g. In case of communication problems with the scanning system, the vendor will provide courier service for the commissary orders from the Justice Center to the vendor's off-site service center and items will be delivered the same day. Do you comply?
- h. Provide continuing support for the software throughout the length of the contract period, including enhancements, at no additional cost to the County. Do you comply?
- i. Do you have an off-site service center in the St. Louis metropolitan area that contains spare equipment and appropriate inventory of commissary supplies? The vendor must give specific plans to accomplish this task.
- j. Provide a complete audit trail on all transactions?
- k. Software must be able to restrict inmates on disciplinary status or on commissary restrictions from ordering any commissary products with the exceptions of basic writing and hygiene items. Do you comply?
- l. Software must offer various menu's for inmates who are on diabetic restriction or no caffeine. Do you comply?

1.2 Merchandise

- a. The Vendor shall make available for purchase by all male and females inmates commissary items including, but not limited to, hygiene products, writing materials, games, and candies and limited clothing items (i.e. socks, underwear, tennis shoes, etc.).

- b. No items can be added, deleted or have a change in brand name, containers or packaging without written authorization from the County vendor administrator or designee
- c. The vendor shall maintain sufficient stock levels of products at the offsite service center.
- d. The vendor shall notify the Department of Justice Services' designee when a shortage is pending the night before the delivery.
- e. Justice Services' will provide limited storage for surplus commissary in the County warehouse.
- f. The vendor shall list all prices to the inmate on the kiosk and/or on the order form. The prices are also to include the cost of applicable sales tax.
- g. Postage stamps and pre-stamped envelopes will be sold at face value with no mark-up.

1.3 Product Pricing

- a. Gross receipts shall be construed to be all monies received from sales of merchandise, product, or services, less any refunds, allowances, or adjustments for returned, defective, or unsatisfactory merchandise product of service and applicable sales taxes.
- b. The price list on Attachment 1 is firm for the first contract year. After that, no price increase is allowed without written authorization from the Director of Justice Services or designee. Request for price increase must be submitted to the Director with supporting invoices and documentation for review and approval.
- c. Authorized price increases are effective on the first day of each month and must be shown on the order form.
- d. As a part of the RFP process, please consider Attachment 1, which consist of a list of our most popular items.
- e. Vendors may submit a list with brand names other than those listed. However, if the vendor's product is packaged in a different size or quantity, the price should be adjusted to be equal to the product in Attachment 1. (For example, if Attachment 1 lists a 16 oz. bag of cookies for \$1.00 and your product is packages in a 12 oz. bag; your price should be adjusted to \$.75 to be equal with the bag of cookies in Attachment 1.) These prices cannot be changed for one year.
- f. The final RFP shall include the percent of commissioncommission from gross sales and the hardware and software packages.

1.4 Commissary Kiosks

Vendor must provide and maintain to the County at no cost, 18 kiosk units for commissary ordering to be located in the jail housing units with the ability to:

- a. Provide a hardened, tamper-proof kiosk for inmate use in inmate areas of the jail. Network connections to the kiosk must be physically protected from unauthorized inmate access. The system shall contain no components that could be potentially used as a weapon by inmates.
- b. Mount the kiosk on a floor stand-alone model
- c. Allow all kiosks to operate simultaneously
- d. Provide product images for reading impaired
- e. Use pin number and inmate number for identification and login, logoff; with automatic timeout
- f. Assign a unique order number to each order to identify the inmate with his/her order
- g. Display all approved items
- h. View, delete, or add to the commissary order until order cutoff time
- i. Detect intruders tampering with kiosk or using incorrect inmate identification
- j. Allow inmate to check account history and balances
- k. Allow inmates to access inmate handbook, visitation hours, meal schedule, general information
- l. Allow inmate password resets and changes by Justice Services staff remotely

1.5 Scanner:

Vendor must provide and maintain to the County at no cost, one (1) optical, dual sided, ink/pencil optical mark scanner. (High security areas of the jail cannot facilitate kiosk systems. The areas are infirmary, housing units 8B, 8C and 8D.)

- a. Vendor must also provide commissary ordering scan sheets or provide an option for inmates in Unit 8-Administrative Segregation Section and Infirmary to order by phone.
- b. Vendor must provide software needed to connect PC and scanner for manual commissary ordering.

1.6 Deliver and Distribute of Commissary to the facility

- a. Ability to accept all orders from the kiosk and scan forms on the appointed day
- b. Ability to accept the commissary order for the whole institution on one day and deliver half of the order the same day and the second half on the next day.
- c. Ability to distribute the commissary two days a week according to the scheduled arrangements for each unit. These arrangements are subject to

change at the discretion of the director or designee based upon the security and welfare of the institution.

- d. Ability to provide three or four staff representatives to work 8 hours per day (7:00 a.m. - 3:30 p.m.) on the day's commissary is distributed.
 - 1) The Vendor will be responsible for ensuring all commissary personnel are properly trained to perform all duties associated with the delivery and distribution of commissary.
 - 2) Justice Services will provide I.D. cards for all of the vendor personnel. I.D. cards shall be worn in plain view at all times when entering, working inside and leaving the facility. Access will be denied without proper I.D. and employees not displaying proper I.D. will be asked to leave the premises. A charge of \$5.00 will be assessed to the worker for any lost or damage to the initial I.D. card, a charge of \$20.00 will be assessed for any subsequent cards.
 - 3) Upon assignment to the Department of Justice Services, the County Fiscal/ Human Services Resources Manager will conduct a personal interview with new commissary workers and arrange a tour of the facility. The new commissary worker will be given copies of the following policies to read and understand:
 - a. Policy 107 Staff/Inmate Communication and Professional Relationships
 - b. Policy 108 Ethical Standards and Conduct
 - c. Policy 109 Confinement and Supervision of Friends, Relatives and Adversaries
 - d. Policy 120 Random Searches/Strip Searched
 - e. Policy 130 Uniform and Grooming
 - f. Policy 132 Staff Meals/Breaks
 - g. Policy 137 Food Snacks and Beverages at Work Stations
 - h. Policy 141 Sexual Harassment
 - i. Policy 142 Sexual Misconduct with Inmates
 - j. Policy 1205 Inmate Commissary/ Cash Account
 - k. Policy 1907 Hostage Situation
 - l. Policy 130 Uniform and Grooming Policy
 - m. Policy 1806 PREA
 - 4) The vendor shall provide their personnel with polo style shirts with the company's logo.
 - 5) Vendor Personnel shall report to work with the approved shirt and blue jeans. Wearing earrings, necklaces, bracelets and hair styles must comply with Justice Services' Policy 130- Uniform and Grooming Policy.

- 6) Vendor Personnel will be given a list of authorized and unauthorized items allowed or disallowed in the secure perimeter. Vendor Personnel shall use the assigned lockers to store personal items (i.e. cell phones, keys, pagers, purses, cigarettes, etc.) that are not allowed in the secure perimeter.
- 7) Vendor Personnel shall sign a “Confidentiality of Information” statement, attend mandatory training classes provided by the department (i.e. Staff Sexual Misconduct with Inmates, Prison Rape Initiative Act) and be subject to a criminal background check and a drug test.
- 8) Vendor Personnel shall confine their activities to those areas designated to perform those services.
- 9) Vendor Personnel shall divide the commissary orders according to the specific housing locations.
- 10) Vendor Personnel will deliver the commissary to the inmates in a clear plastic bag. The bag will be heat sealed with one copy of the order or receipt inside the bag. Also, the inmate’s IMN number, floor, pod and cell number must be clearly visible and readable in the bag.
- 11) Vendor Personnel shall positively identify inmates by checking their wrist bands prior to passing commissary to the inmates.
- 12) Vendor Personnel shall allow the inmate the opportunity to examine the contents of the bag and issue a credit memo if there are any shortages.
- 13) Vendor Personnel shall not present any item other than commissary items (that they ordered and paid for) to an inmate. Neither shall they pass any item from one inmate to another or take anything out of the jail for an inmate.
- 14) Vendor Personnel shall remove all trash from the facility at the end of each business day.
- 15) Vendor Personnel are subject to search by any County officer. Carts and equipment may also be searched.
- 16) Vendor Personnel shall notify the Watch Commander of any family and/or friends housed in our facility.
- 17) The vendor shall promptly notify Justice Services of any employee who is terminated or disciplined for any major infraction (i.e. drugs, stealing, insubordination, etc.)
- 18) Keys will be made available by the County to the vendor’s employee(s) to gain access to the warehouse. Vendor agrees that

its employees will check keys in and out at the beginning and end of shifts according to County policies and practices.

- 19) The County will provide the vendor use of a County computer for e-mail access using a County guest e-mail account and for access to IJMS. Vendor agrees to conform to all County computer use and security policies. Failure to comply with County policies may result in contract cancellation at the County's sole discretion. The County will also provide print services from this computer.
- 20) Vendor Personnel shall successfully complete the Criminal Justice Information System and Awareness Test on a bi-annual basis.

2.0 Deposit Services

2.1 Deposit Kiosk – vendor must provide two (2) standalone floor model kiosks to the county at no cost.

2.1.1 The kiosk must accept cash and credit card deposits by friends and family members of inmates to be located in the jail public lobby.

2.1.2 The Deposit Kiosk internet connection(s) shall be furnished and maintained by the Vendor independent of the County's internet connection.

2.1.3 Deposit Kiosk questions

- a) What look up information will the kiosk be able to provide to depositors to correctly identify inmates (e.g. Name, current inmate picture, inmate master number (IMN) and date of birth)?
- b) What denominations of bills does your kiosk accept (e.g. \$1's, \$5's, \$10's)?
- c) What is the maximum amount of bills your kiosk accepts before needing service?
- d) If the deposit kiosk system is down, how are you alerted? What action will be taken to correct the problem?
- e) Who services the deposit kiosk for repairs?
- f) Who collects the funds from the kiosk and how often are these funds picked up?
- g) Are funds collected from the deposit kiosk guaranteed?
- h) What is the process of correction when funds have been incorrectly deposited to the wrong inmate account by a depositor?

- i) Is there any additional charge to the inmate's account or the depositor to correct deposits made incorrectly?
- j) What is the process of correction when the wrong amount have funds been made by a depositor (e.g. depositor intends to deposit \$10 via credit card and accidentally makes a \$100 deposit)? Are there screen prompts to help prevent this?
- k) Does the deposit kiosk provide a receipt to the depositor?
- l) Does the deposit kiosk identify or take pictures of depositors?

2.2 Alternative service deposit points- vendor must provide alternate service deposit points for family and friends of inmates to post monies to inmate account 24 hours a day/7 days a week by the following or other suggested ways:

- a) **Phone:** 24 hour call center using a 1-800 number in which family and friends can use a credit card to deposit funds into an inmate's account. The call center must be bilingual (English & Spanish) and call center
- b) **Internet:** Designated website for family and friends to use a credit or debit card to deposit funds directly to an inmate's account
- c) **Walk up Cash Locations:** Family and friends can use Western Union (or equivalent) locations and deposit monies into an inmate's account

3.0 Pre-paid Debit Card Release Program - vendor must provide and maintain to the county at no cost a prepaid debit card system that allows inmates released from Justice Services to receive all funds owed to them in the form of a prepaid debit card. Vendor must utilize REJIS IJMS interface mentioned above to retrieve funds owed.

3.1 Pre-paid card program should include:

- a. FDIC Insurance
- b. The debit card with printed logo of the financial institution on the card (e.g. Visa, MasterCard)
- c. Signature or PIN based purchase transactions –useable anywhere major credit/debit cards are accepted
- d. Immediate access to funds – no fee for the first ATM transaction
- e. All point of sale transactions are free of charge
- f. Bi-lingual customer service
- g. 24 x 7 x 365 account access
- h. All equipment provided to the Justice Services at no cost

3.2 The County shall have no involvement or liability for lost or stolen cards and vendor should note how these are handled by the card holder.

3.3 All card related fees shall be paid by the inmate

3.4 Prepaid debit card questions:

- a. What is the recommended process for the county obtaining and subsequent inmate use of the card?
- b. How will the debit card be physically provided to the County?
- c. What internal controls do you recommend or provide to mitigate fraudulent use of the cards by County staff or others prior to inmate use?
- d. How is the amount due to the inmate loaded by County Staff into the debit card?
- e. Can overdrafts occur?
- f. What equipment (e.g. card readers, terminals) will you supply that will be needed for the County to load the card?
- g. Will the County be required to open a separate deposit account with a bank? If yes, name the bank(s) you propose.
- h. How are PIN numbers established?
- i. Can the card be reloaded by the card holder once the original funds have been depleted? If yes, how?
- j. Is there an expiration date on the debit card? If yes provide the terms and conditions and how unclaimed funds are handled.
- k. What instructions and materials will be given to a released inmate on how to use the card and its terms and conditions?
- l. What options do you offer to remove or add value to the card after issuance in the event of in-house errors? For example: Loading the wrong amount or loading wrong account.

4.0 Fund Transactions

- 4.1 Inmate funds are held not only for commissary purchases but also booking fees, medical fees and other miscellaneous fees. These funds are managed within our IJMS funding program. Reporting shall coincide with the actual dollar settled in the commissary services system.
- 4.2 All inmate transactions shall be updated to St. Louis County's IJMS system through a system interface with IJMS in real time.
- 4.3 Electronic funding to the County's financial institution (BankBank of America) of daily transactions must occur from your system within 48 hours. Vendor shall propose in detail how all transactions will be updated and settled to the County's financial institution.
- 4.4 Each ACH transaction in the vendor database shall reference an inmate name, IMN number, amount and date to the minute

4.5 Fund Transaction Questions:

- a. What is the cutoff of transactions before funding is initiated?
- b. What is the settlement delay between the cutoffs of transactions to the date the county receives the funds?
- c. What are the options to updating the inmate account? Real time or batch?
- d. Can the vendor provide to Justice Services' fiscal staff the ability to inquire in real time the total of all ACH and Void transactions?

5.0 Reporting Capabilities- vendor must provide and maintain to the County at no cost a reporting module of the entire commissary services system.

- a. Summary of daily inmate transactions
- b. Summary of daily ACH transactions
- c. Summary of void transactions referencing the original transaction number and IMN
- d. Instances of errors and corrections
- e. Summary of total loads
- f. Summary of the amount of loads that includes exact date and time
- g. Summary of closed, activated, active and inactive prepaid debit cards
- h. Data Detective Software which allows Justice Service staff to investigate deposits by names, by inmates and if depositors are leaving funds for several different inmates

5.1 Report Module Questions

- a. Does your proposed solution support Crystal Reports? If yes, describe. If not, describe the report writer software proposed and supported.
- b. What other reports can you provide to the County at no cost to manage and administer the system?
- c. Can reports be generated for various time frames or accounting periods?
- d. Does your proposed solution have the ability to count transactions (e.g. credit card, ACH) and provide reports? If yes, please describe.
- e. What are your reporting schedules? Real time or Batch?

(RFP continued below)

Appendix B

1.0 System Technical Specifications and Questions

1.1 Infrastructure

- a. What system architecture do you propose for the requested systems?

1.2 Servers

- a. Describe number and type of application servers, database servers or virtual server?
- b. Will the servers be located offsite and hosted by vendor or onsite?

1.3 Networks

- a. What is the minimum network bandwidth required to the commissary kiosk and order sending PC for your system to consistently deliver 5 second or less response time?

1.4 Operating Systems

- a. Your proposed system must be able to operate with Windows 7 desktop operating system.
- b. If you are proposing a different operating system, explain how it will integrate with the existing environment and how ongoing operations and technical support will be provided.

1.5 Source Code

- a. Does your proposed system use Microsoft .Net or JAVA anywhere (client, server, web environment) in its environment? If yes, provide the version to be used in your proposed solution.
- b. Describe your plans for using Microsoft .Net in your product or interoperating with it. Include time frames and version(s) of .Net.
- c. What are your plans to use web services technologies in your product? Describe the architecture and major components & standards planned.

1.6 System Performance

- a. Your proposed system, including each of its functional modules/components and partner-supplied modules, must be able to consistently deliver 5 seconds or less response time to the user. For example if your proposed system uses a content management system from one of your company's divisions or a partner vendor, it will meet this requirement. Do you comply?

1.7 Service Level Agreement

- a. Vendor shall supply Justice Services' with a Service Level Agreement for each system planned with the RFP response. Our goal is a 99.5% availability with allowed scheduled downtime
- b. If vendor has a Service Level Agreement for its help desk, please supply a copy with your RFP response

1.8 Remote Access

- a. What are the remote access capabilities of your proposed system? Describe the methods supported and used.

1.9 Version Management

- a. Describe your policy, processes and practices for introducing new versions and managing software obsolescence.
- b. How often should we expect upgrades and new versions (major and minor version releases)?
- c. The County wants to be able to use the latest generally-available software from Microsoft. Are you agreeable to fully test for interoperability with your product (including service packs) within three months of being made generally available from Microsoft?

1.10 Security Requirements

- The County does not allow staff to have any higher rights on our computers other than USER. Administrator rights are only allowed to I.T. Staff for installation and maintenance of the computers. Does your proposed system have any issues running under USER rights in Windows 7?

1.11 Technical Support and Help Desk

- a. Identify the points of contact for operational support and maintenance inquiries
- b. State the support options that are available (e.g. 800 number, telephone, e-mail, etc.)
- c. Provide the telephone numbers, e-mail or web portal addresses for the services named above
- d. Provide the hours of availability of your help desk, Level 1 and Level 2 support

1.12 Technical Training Requirements

- a. Provide information training that will enable personnel who will operate and maintain the software/system to achieve the level of proficiency required to support the County's use of the software/system. The training must provide adequate instruction for individuals, who will be managing the overall system, including:

- System Security
 - System basic diagnostics
 - Trouble-shooting techniques
 - Use of system utilities
 - System database backup procedures
 - Installation of software and conversion of data
 - Information regarding data interfaces
- b. Do you agree to provide a complete set of training materials for the County's approval at least three weeks before the start of any training?

1.13 Partnerships

- a. Scanning: Do you have a partner vendor for scanning? If yes, who? Describe the relationship and provide contact information.
- b. Kiosks: Do you have a partner vendor for kiosks? If yes, who? Describe the relationship and provide contact information.
- c. Alternate Service Deposit Points (ASDP): Do you have a partner for ASDP? If yes, who? Describe the relationship and provide contact information.
- d. Debit Card: Do you have a partner vendor for debit card? If yes, who? Describe the relationship and provide contact information.
- e. Other partners: Do you have any other partner relationships? If yes, who? Describe the relationship and provide contact information.

(RFP continues below)

ATTACHMENT 1:

Pricing: List your price for the following products. It should include sales taxes.

DESCRIPTION	SIZE	PRICE
Balsam Shampoo	4 oz.	
Balsam Conditioner	4 oz.	
Dandruff Shampoo	4 oz.	
Murray's Pomade	4 oz.	
Curl Activator Gel	8 oz.	
Oil Moisturizer	8 oz.	
Roll On Deodorant	2.5 oz.	
Deodorant for Women	2 oz.	
Baby Powder	4 oz.	
Baby Oil	4 oz.	
Skin Care Lotion	4 oz.	
Coca Butter	4 oz.	
Petroleum Jelly	3.75 oz.	
Medicated Skin Crème	4.25 oz.	
Acne Lotion	1 oz.	
Twin Blade Disposable		
Magic Shave Crème	6 oz.	
Shave Crème	7 oz.	
Shave Gel	7 oz.	
Body Shampoo	15 oz.	
Body Conditioner	15 oz.	
Shampoo and Conditioner	15 oz.	
Style Gel	15 oz.	
Irish Spring Soap	3.2 oz.	
Jergens	4.5 oz.	
Dove	3.15 oz.	
Soap Dish		
Mint Mouthwash	8 oz.	
Toothpaste	2.7 oz.	
Toothbrush		
Denture Tablets	40 ct.	
Cherry Cough Drops	30 ct.	
Vinegar and Water (female)		
Foot Powder	3 oz.	
Comb	5 in.	
Brush		
Afro Pik		
Afro Comb		
Wave Cap		
Shower Cap		
Foam Rollers		

8 ½" X11" White Pad		
8 ½" X11" Sketch Pad		
Soft Barrel Pen		
Golf Pencil		
Eraser with Beveled Edge		
Pocket Dictionary		
Greeting Cards		
Batteries	4 pk.	
Radio		
Deck of Playing Cards		
Tumbler with Lid	22 oz.	
White Washcloth		
Shower Shoes		
T-shirt		
Boxer Shorts		
Men's Briefs		
Thermal Drawer		
White Sports Bra		
Tube Socks		
Tennis Shoes-Velcro Court		
Tennis Shoes-Canvas Velcro		
Coffee	Single Pack	
Decaf Coffee	Single Pack	
Colombian Coffee	3 oz.	
Hot Cocoa	Single	
Fruit Punch	Single	
Lemonade	6 oz.	
Kool-aid	6 oz.	
Chocolate Chip Cookie	2 pk.	
Oatmeal Cookies	6 oz.	
Chocolate Iced Donuts		
Iced Cinnamon Roll	4 oz.	
Chocolate Cupcake	2 pk.	
M & M Plain	1.69 oz.	
Butterfinger		
Snickers Bar	2.07 oz.	
Milky Way	2.05 oz.	
Kit Kat	1.5 oz.	
Root Beer Barrels	4.25 oz.	
Ramen Noodles (assorted flavors)		
Potato Chips	1.5 oz.	
BBQ Potato Chips	1.5 oz.	
Nacho Tortilla Chips	10 oz.	

Beef Stew	11.25 oz.	
Beef Stick	6 pk.	
Chocolate Chip Granola Bar		
Pickle		
Mustard Packets	12 pk.	
Ibuprofen	2 pk.	
Aspirin	2 pk.	

ATTACHMENT 2

E-VERIFY IMMIGRATION LAWS AFFIDIVIT IN EXCESS OF \$5000.00

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 285.530(2) R.S. Mo.

Missouri Revised Statutes Section 285.530(2) requires recipients of St. Louis County contracts in excess of \$5,000 to provide an affidavit and documentation showing that the contracting party participates in a federal work authorization program with respect to employees working on the contracted services:

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530(2) R.S.Mo.

Business Entities

Pursuant to 285.530(2) R.S.Mo., business entities awarded St. Louis County contracts in excess of \$5,000 must affirm their enrollment and participation in a federal work authorization program with respect to the employees working on the contracted services by:

- (1) Submitting a completed, notarized copy of the WORK AUTHORIZATION AFFIDAVIT FOR BUSINESS ENTITIES form, and
- (2) Providing documentation affirming the business entity's enrollment and participation in a federal work authorization program (see below) with respect to the employees that are working in connection with the contracted services.

A Federal work authorization program is an electronic verification of work authorization program or any equivalent federal work authorization program operated by the United States Department of Homeland Security. The E-Verify program is an internet-based work authorization program and is a widely-used worker verification program offered by the Department of Homeland Security.

Information on the E-Verify program can be found at www.uscis.gov/e-verify or at www.uscis.gov/portal/site/uscis by clicking on the E-Verify icon on the left side of the screen. The E-Verify Memorandum of Understanding ("MOU") can be found at www.gov/files/nativedocuments/MOU.pdf.

Acceptable documents to show enrollment and participation in the E-Verify program consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the

employer, and (2) a valid, completed copy of the signature page signed by the employer and the Department of Homeland Security – Verification Division.

Individuals or Sole Proprietorships

Pursuant to 208.009 R.S.Mo., no alien who is unlawfully present in the United States shall receive any contract from local governments, including St. Louis County. Accordingly, individuals or sole proprietorships awarded any contract with St. Louis County must complete a WORK AUTHORIZATION CERTIFICATION FOR INDIVIDUALS form and choose one of the three options listed. The required documents must be attached to the form indicating which option you choose in order to show compliance with Section 208.009 R.S.Mo.. If you choose option two (#2), then you must also complete and return a WORK AUTHORIZATION AFFIDAVIT FOR INDIVIDUALS form.

Failure to Comply

Compliance with Section 285.530(2) R.S.Mo. is required for any contract with St. Louis County in excess of \$5,000. If a business entity that is awarded a contract does not complete and return the required documents and/or affidavits to St. Louis County as part of the contract, this failure will be deemed a breach of the terms of such contract. St. Louis County, Missouri has the right to refuse to honor any contracts or orders, both present and future, with any business entity that does not provide the affidavits and/or documents required by 285.530(2) R.S.Mo. to St. Louis County. Pursuant to Section 208.009 R.S.Mo., no contract for any amount shall be awarded to any individual by St. Louis County without documents showing proof of that person's citizenship or lawful presence, or by individual affidavit averring to the individual's citizenship or lawful presence in the United States.

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