



RAMSEY COUNTY

Solicitation/Request for Proposal

Inmate Commissary Services

SHRF0000023668

Responses must be received no later than: March 27, 2025 at 2:00 p.m. Central Time

Late responses will not be considered.

Solicitation Summary

Commissary services for inmates detained in the Adult Detention Center.

SPECIAL NOTICE:

This is a request for proposals. It does not obligate the County to award a contract or complete the proposed program and the County reserves the right to cancel this Solicitation if it is considered in its best interest.

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1. Contact Information and Solicitation Schedule

A. Contact information

Purchasing and Contracting Contact:

Name: Mark Sarles

Email: mark.sarles@co.ramsey.mn.us

B. Solicitation schedule

Items	Date	Location/Link
Solicitation Posted	February 19, 2025	DemandStar
Non-Mandatory Pre-Solicitation Response Conference*	March 5, 2025 at 9:00 am central time	Law Enforcement Center 425 Grove Street Saint Paul, MN 55101 Classroom A (second floor)
Contractor Questions Due Via Email	March 12, 2025 by 10:00 am central time	Mark Sarles mark.sarles@co.ramsey.mn.us
Addendum with Answers to Questions Posted	March 19, 2025	DemandStar
Solicitation Responses Due	March 27, 2025 by 2:00 pm central time	DemandStar
Notice of Interviews	Week of April 7, 2025	Mark Sarles Mark.sarles@co.ramsey.mn.us
Interviews	Week of April 21, 2025	Law Enforcement Center 425 Grove Street Saint Paul, MN 55101 Room: TBD
Notice of Intend to Award Issued	Week of April 28, 2025	Mark Sarles Mark.sarles@co.ramsey.mn.us
Anticipated Contract Start Date	August 5, 2025	N/A

C. Non-Mandatory Pre-Solicitation Response Conference

The purpose of the pre-solicitation response conference is to discuss the work to be performed, answer questions, clarify ambiguities and respond to general issues in order to establish a common basis for understanding all of the solicitation requirements. *Individuals needing an interpreter or individuals with a disability needing accommodation should contact the Purchasing and Contracting Specialist identified above prior to the date set for the responder information session so that a reasonable accommodation can be made.

The non-mandatory pre-solicitation response conference will be held at 9:00 am Central time, on March 5, 2025 at the Law Enforcement Center located at 425 Grove Street, Saint Paul, Minnesota 55101, classroom A, second floor.

While attendance is non-mandatory, it is strongly recommended that one (1) representative, but no more than two (2) representatives of the contractor's team attend.

The pre-solicitation response conference will include a tour of the Adult Detention Center.

All Contractor representatives shall confirm their attendance with Mark Sarles via email at mark.sarles@co.ramsey.mn.us no later than February 28, 2025 and submit the following information:

1. Full name
2. Date of birth
3. Name of company
4. Job title
5. General Authorization and Release Form - Criminal History Check - (This form will be emailed to the Contractor representative upon confirmation of attendance for the tour. All Contractor representatives are required to complete and submit this form to Mark Sarles **no later than February 28, 2025.**)

All Contractor representatives will be subject to a criminal history check prior to the tour of the Adult Detention Center. Contractors who fail to confirm their attendance prior to the pre-solicitation response conference will be permitted to attend the pre-solicitation conference but not the tour of the Adult Detention Center.

All Contractor representatives must sign-in to the conference with their driver's license or government issued identification card.

Free public parking is available in the front of the Law Enforcement Center, however, parking is very limited. Please allow yourself enough time to travel and park. Contractors should allow up to two (2) hours for the tour.

Non-Disclosure Agreement

All Contractor representatives shall be required to sign a Non-Disclosure Agreement (NDA) to tour the Adult Detention Center.

2. Contract Overview

Ramsey County (the "County"), through the Sheriff's Office, seeks proposal responses from contractors to provide inmate commissary services ("System") at the Adult Detention Center ("Project") located at 425 Grove Street, Saint Paul, Minnesota, 55101.

The anticipated "go live" start date of the System is on or about September 5, 2025.

3. Background Information

A. Overview of Ramsey County

Located in the heart of the Twin Cities metropolitan area, Ramsey County communities – including the capitol city of Saint Paul – are nationally known as attractive, livable places rich in history, diversity and opportunity.

Ramsey County's 4,000+ employees provide a variety of public services to residents, businesses, and visitors in the areas of Health and Wellness, Economic Growth and Community Investment, Safety and Justice, and Information and Public Records.

For more information, please visit: www.ramseycounty.us

The County's Mission: A county of excellence working with you to enhance our quality of life.

B. Overview of Ramsey County Sheriff's Office

The Adult Detention Center (ADC), commonly referred to as "the county jail," is a pre-trial facility that houses individuals following an arrest until a court disposition is reached. The Adult Detention Center also holds individuals in-custody for probation/parole violations and on behalf of other government agencies as requested.

The Adult Detention Center opened in 2003, has 500 beds, serves over 20,000 inmates annually, and has an annual operating budget of nearly \$20 million. There are over 160 correctional and medical employees who work within the Adult Detention Center. In 2023, the average daily population was 386 inmates and the average length of stay was 10.3 days.

As required by law and to provide support for those who are housed in-custody, the Adult Detention Center offers a variety of services to inmates, including educational programming, chemical addiction classes, parenting classes, and religious services. Through use of contracted vendors, inmate commissary, trust accounting, food service, telephone calling, and video visitation services are also provided.

C. Current Process/System

The current contractor that provides commissary and trust accounting services is TW Vending, Inc., dba Turnkey Corrections.

There are ten (10) housing units in the Adult Detention Center. Each housing unit (with the exception of 5D) has two (2) vending machines: one (1) machine for beverages and one (1) machine for snacks. Each housing unit contains one (1) device for electronic ordering (kiosk).

Also, there are four (4) county locations that operate micro market services for staff: one (1) is located inside the staff lunch room at the Adult Detention Center located at 425 Grove Street, Saint Paul, MN 55101, one (1) is located in the main hallway at the Law Enforcement Center located at 425 Grove Street, Saint Paul, MN 55101, one (1) is located at the Ramsey County Sheriff's Office Patrol Station located at 1411 Paul Kirkwood Drive, Arden Hills, MN 55112, and one (1) is located at the Ramsey County Sheriff's Water Patrol Station located at 5 South Owasso Boulevard, Little Canada, MN 55117.

The micro market services for staff is NOT included in this RFP and resulting agreement, rather a separate RFP to be advertised on Demandstar on March 12, 2025.

The Sheriff's Office provides on-site storage for vending and commissary items.

The current system provides an electronic communication system between staff and inmates (commonly referred to as inmate kites) and provides for an electronic inmate grievance system. These services must be included in the Contractor's proposal.

The Sheriff's Office is currently in the process of updating the inmate communication services system ("The Communication System") to include inmate phone calling, video visitation, and tablet services. The Contractor's System shall interface with the Communication System.

D. Usage Report

For reference, 12 months of *Commissary Services Usage Report* provided by the current Contractor, Turnkey Corrections is attached hereto and made a part of this RFP as **Attachment A**.

4. Scope of Services

A. General

The Contractor shall provide for all supplies, equipment, materials, labor, and services necessary or incidental for the installation, maintenance, repair, replacement, and operation of inmate commissary services. In the event that the System hardware or software is removed, in whole or in part, during or at the completion of the contract term, the Contractor shall pay all expenses associated directly or indirectly with the removal of the System hardware and software.

B. County Roles and Responsibilities

The County will provide a staff member who will serve as the contact for project management. Access to subject matter experts will be provided as determined necessary by the department contact. Except as identified herein, the Contractor will provide all project personnel, software, materials and project services.

C. Ramsey County Secure Technology Solutions

As a government entity, Ramsey County has a responsibility to ensure safe and secure technology solutions. To accomplish this, we expect our Contractors to use industry best practices for security and compliance controls. Therefore, the contractor must:

1. Agree and represent that it currently maintains information data and content protection practices and procedures ("Security Program") that complies with industry best practice and applicable privacy laws.
2. Demonstrate compliance with industry best practice Critical Security Controls. Methods to demonstrate this are via an SSAE 18, SOC 2 report, externally certified report, etc. for your company and all sub-tier suppliers, as applicable.
3. Undergo an annual vulnerability assessment (internal and external) via an independent third party.
4. Demonstrate adherence to an industry standard continuous monitoring program which includes real time monitoring, logging, timely review and remediation of events. The monitoring program will

support a defined incident management policies and procedures that is aligned with industry best practices.

Contractor must complete the *Ramsey County Secure Technology Solutions* **Attachment B** and return it and evidence of compliance with their proposal.

PLEASE NOTE: Contractors that do not fully complete **Attachment B** and provide evidence of compliance, their proposal will be deemed NON-RESPONSIVE and their proposal will not be considered.

D. Technical Questionnaire

The Contractor must answer each question completely and provide all information required in the *Ramsey County Technology Questionnaire* attached hereto and made a part of this RFP as **Attachment C**.

E. Ramsey County Security Exhibits.

The Contractor and Contractor's system will comply with the *County's Hosting Security Exhibit* attached as **Attachment D** and the *County's Information Security Exhibit* attached as **Attachment E**.

F. System Features

The mandatory and preferred features and system requirements for the desired System are set forth in the *Commissary System Requirements and Questionnaire* are attached hereto and made a part of this RFP as **Attachment F**.

G. Indigent Items

Select personal hygiene items, writing, and mailing supplies (collectively referred to as "Indigent Items") must be provided at no cost to eligible inmates. Indigent Items will be paid for by the county. Eligibility is determined by the Adult Detention Center administrator or designee. The *Indigent Items and Pricing List* is attached hereto and made a part of this RFP as **Attachment G**.

H. Project Services

1. Project Management

The Contractor shall implement the System in phases, where necessary, using a traditional project management approach. The Contractor shall provide project management services throughout the entire project consistent with project management best practices, to ensure that the Project's goal is met and that deliverables are submitted and approved within the defined budget and timeline.

2. Documentation

All documents including project plans, phase documentation, training materials and system documentation delivered to the County shall be provided in Microsoft Office formats; native formats where applicable and acceptable by the County. Copies may be printed by the County for its own internal use.

3. Project Phases

Phase I – Planning

Within a mutually-agreed to time period after execution of the resulting Agreement with the County, the Contractor will organize and hold a kick-off meeting (ideally within a week of

contract execution), provide a high-level project schedule / work plan with key tasks, dates, milestones, deliverable descriptions and Contractor and County staffing requirements that are necessary to ensure a successful “go live” date.

Deliverables: Kick-Off Meeting, Project Schedule/Work Plan.

Phase II – Design

Design documents should consist of a Fit/Gap Analysis that describes any development or configuration that is needed to meet the requirements of the RFP as well as an Interface / Integration Plan and a Data Conversion / Migration plan.

Deliverables: Design documents that consist of a Fit / Gap Analysis that identify any development or configuration needed to the System, Interface/Integration Plan, and a Data Conversion / Migration plan.

Phase III – Development

This Phase shall cover configuration, customization (if required) and development of the system. During this Phase the Contractor shall develop all modifications from Phase II – Design and create all documentation listed below.

Deliverables: A fully developed and configured system ready for testing, test plan, training plan, implementation plan, operations and maintenance transition plan, system functionality documentation, and converted legacy data. All deliverables identified herein shall be delivered to the department prior to system testing.

Phase IV - System Testing and Acceptance

- a. Upon determination by the Contractor that the system has been successfully installed in a test environment and all environments perform in accordance with the provisions of the resulting Agreement, including the system documentation, the County shall commence a mutually agreed to system Testing and Acceptance period (“Testing Period”).
- b. The County will notify the Contractor of any defects or deficiencies identified during the Testing Period and the Contractor will correct the defects and deficiencies or present a plan acceptable to the County that addresses the deficiencies in a time period agreed to by the parties.
- c. Upon resolution of all defects and deficiencies identified during the Testing Period, completion of training, and receipt of training and system materials and documentation, the County will provide written System Acceptance to the Contractor.

Deliverables: User Acceptance Test (usually completed by the County) completely developed and configured system installed in a test environment; testing defect report with all defects showing fixed, passed and accepted by the County; updates to System Functionality and Training documentation; fully migrated, tested and accepted legacy system data.

Phase V – Training

After the Contractor certifies that the system is ready for use in a production environment and prior to “go live”, the Contractor shall provide County approved training both for system administrators and end users, approximately one hundred (165) in total. All training courses provided by the Contractor will be taught by experienced trainers. Training materials will be delivered to County before training begins. Training will be conducted by the Contractor. A Web-based environment will be provided for ongoing training for all licensed / administrative users.

The Contractor shall provide on-site “train the trainer” training sessions for managers on the use of the system. This training will at minimum include creating and managing accounts, managing/recording/downloading content, and other related topics as requested by the County. The Contractor shall provide ongoing training in the event of a significant software or hardware update as deemed necessary by the County. This will be at no cost to the County.

Deliverables: System administrator training, end user training, train the trainer training, online assistance along with training manuals.

Phase VI – Deployment

Upon receipt of County’s System Acceptance and upon completion of training and all other pre-deployment services, the Contractor will fully deploy the System in a production environment.

Deliverables: Successful deployment of the System in the production environment.

4. Deliverable Acceptance Process

All Deliverables identified in the resulting agreement will be subject to the following Deliverables Acceptance Process:

- a. When a Deliverable is submitted for review and acceptance, the County has ten (10) business days or a mutually agreed upon period to review the Deliverable and provide written notice to the Contractor of acceptance or of any defects or deficiencies in the Deliverable. The County may reject a Deliverable that does not meet the requirements of the resulting agreement. Written acceptance will be provided to the Contractor in the form of a *Notice of Acceptance* (“NOA”), a sample of which is attached hereto and made a part of this RFP as **Attachment H**. The Contractor shall have a period of ten (10) business days to correct the deficiency. If the Contractor fails to correct the deficiency within the time period, the County may treat the failure as “cause” for termination of the resulting agreement.
- b. Partial or incomplete Deliverables submitted for review will not be considered by the County unless the partial or incomplete submission has been requested by the County.

5. County Ownership

All right, title and interest to the System Deliverables created by Contractor under the resulting Agreement shall be owned by the County. Deliverables under the Project Services include but are not limited to: Project Documentation, Project Schedule/Work Plan, Interface/Integration Plan, System Test Plan, Training Plan, Implementation Plan, Operations & Maintenance Transition Plan, User Acceptance Test, System Documentation, County Training Plan and County Training Materials.

I. Post-Deployment Training

The Contractor shall make available annual refresher training and shall provide the County updated training materials whenever revised.

J. Warranty

1. The County requires a warranty beginning upon final deployment and System Acceptance that the System will operate in accordance with the provisions of the resulting Agreement and the System documentation. Warranty services shall be consistent with the requirements described below in **Section L. Support**.
2. The Contractor must warrant that all warranty services shall be performed by qualified personnel with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services and that the Contractor will devote adequate resources to meet its obligations under the resulting agreement.
3. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under the resulting agreement and must agree that prompt and timely performance of all services and other Contractor obligations in accordance with the resulting agreement is strictly required.
4. During the term of the resulting Agreement, the Contractor warrants that all services will be performed with the highest standard of professional service, that all Deliverables will be free from defects or deficiencies, and that services and Deliverables will conform to all requirements of the Agreement. Nonconforming goods or services will be replaced, corrected or re-performed at the Contractor's expense. Any services corrected or re-performed or Deliverables corrected will be covered by this warranty.
5. The Contractor must warrant that its System will not infringe any United States patent or copyright or violate any third-party trade secret and Contractor will indemnify and defend Ramsey County against any award of damage and costs made against the Contractor by a final judgment of a court of competent jurisdiction.
6. The Contractor must warrant that as provided by Contractor, the System will not at any time during term of the resulting Agreement contain any: (a) virus, Trojan horse, worm, backdoor or other software or hardware devices that effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer automatically with the passage of time or under the control of any individual or organization, or otherwise deprive the County of its lawful right to use the System.
7. The Contractor must warrant that the System will be operational and available 99.5% of the time in any calendar month, including planned downtime, following System Acceptance. Contractors must agree to a service level credit for less than 99.5% availability, which will be specified and agreed to during contract negotiations and included in the resulting agreement. The County will also have the right to terminate services, without penalty and include the right for the County to recover costs from the Contractor associated with re-procurement of such terminated services.

K. Maintenance Services

1. The Contractor will provide all services, materials, equipment and personnel to maintain its system components that are located off-site, including all software and hardware, in full operating condition and keep it available for use in accordance with the provisions of the resulting agreement.

2. Routine System maintenance shall be conducted at times agreed to in advance by both parties and shall include but not be limited to periodic inspections, tests and adjustments. Contractor shall provide the County with a minimum of forty-eight (48) hour notice for non-service impacting maintenance. Contractor shall provide a minimum seven (7) days' notice for planned maintenance which will impact the County's availability to the System.
3. Software releases, updates and upgrades shall be provided on the general release of such releases, updates and upgrades and installed by the Contractor as agreed to by the parties at no additional charge. Contractor must warrant that no release, update or upgrade will have a material adverse effect on the functionality or operability of the System.

L. Support

1. During the term of the resulting agreement, the Contractor will provide software support (Example: 8:00AM – 5:00PM Central Time Monday - Friday, excluding County holidays). Said support shall include direct phone support, e-mail support or other channels as appropriate.
2. The system must be supported by a redundant backup site with seamless failover capabilities.
3. For critical issues, response to problems will be within fifteen minutes of initial contact and resolution will be within two (2) hours of initial contact. Critical issues are issues that affect the functionality or data of the System, do not have a workaround and prevent (department) from conducting daily business processes; non-critical bugs affect minor functionality or data and have an easy workaround.
4. The Contractor must provide support staff contact information, hours of operations and after hours support procedures. Such information must be published and be kept current.
5. The Contractor will not change its software support and hardware maintenance policies to adversely impact the County without providing the County at least twelve (12) months advance written notice.
6. The County reserves the right to require the Contractor to escrow its software source code at no cost to the County.
7. The Contractor shall provide technical support service on a 24 hour, 365 days per year basis for all critical and non- critical system failures.

System failures are defined as:

8. Critical issues are issues that affect the functionality or critical data of the system that do not have a work-around and prevent the county from conducting business practices. This is to include loss of connection to the contract network, facility wide outage to the video visiting kiosk, loss of ability to schedule, and collection of applicable rates and fees.

Non-critical issues affect minor functionality of system and have an easy work-around.

9. The Contractor shall provide a method to resolve critical system failures remotely within one (1) hour or employ a technician that can arrive at the facility within four (4) hours from the time the initial call or email to technical support is made.
10. The Contractor shall provide a method to resolve non-critical system failures within twenty-four (24) hours from the time the initial call or email to technical support is made.

11. The technical support solution offered by the Contractor must be approved by the Adult Detention Center administrator or designee. Should the solution offered by the Contractor be deemed unacceptable to the ADC administrator or designee, the Contractor must find another solution that is acceptable to the Adult Detention Center administrator or designee. Failure of the Contractor to find an acceptable solution to a technical problem may be cause for termination of the contract.
12. Any temporary solution shall not be used for more than forty-eight (48) consecutive hours unless approved by the Adult Detention Center administrator or designee.
13. Routine System maintenance shall be conducted at times agreed to in advance by the parties and shall include but not be limited to periodic inspections, tests and adjustments.
14. Failure by the Contractor to respond and resolve technical issues promptly and completely to the satisfaction of the County may be cause for termination of contract.

M. Background Checks

The Contractor shall comply with the following screening and security requirements:

1. All Contractor employees working on-site at the Adult Detention Center shall successfully pass a background check before first entering the facility. The background check will be conducted by and at the expense of the Ramsey County Sheriff's Office. Failure to comply may result in immediate termination of the resulting agreement. Any subcontractors, if authorized by the Sheriff's Office administrators or designee, must also pass a background check as described.
2. The Sheriff's Office administrator or designee shall have the sole right, at any time, to reject any such employee who it determines in its sole discretion poses a risk or potential risk to the security or operations of the Adult Detention Center.
3. All Contractor employees shall complete an orientation as defined by the Sheriff's Office administrator or designee. The Contractor and its employees will comply with all rules and regulations, policies and procedures, as well as any directives and/or orders by the Sheriff's Office administrators and staff. Any Contractor employee or subcontractor failing to comply with the aforementioned rules, regulations, policies, procedures, or directives may be escorted from the building and such action may be cause for termination of the agreement.

N. Post Award Pricing

Pricing will not change during the first twelve (12) months after the commencement date of the contract. After the initial twelve (12) months, and annually thereafter on the anniversary of the contract, a price change request may be submitted to the County. All price change requests must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented market justification. Price changes will only be granted with written approval from the County. Any adjustments must be negotiated on an annual basis between the Contractor and the Adult Detention Center administrator or designee.

O. Quality Control

The Contractor shall comply with the following requirements to ensure quality goods and services are provided to the County:

1. The Contractor shall meet monthly in-person or via conference call with the Adult Detention Center administrator or designee to discuss the quality of service and to ensure that the Contractor is meeting their contractual obligations.
2. The Contractor shall meet monthly for no less than the first six (6) months of the contract and may be adjusted to quarterly meetings after the six (6) months at the discretion of the Adult Detention Center administrator or designee.
3. Failure of the Contractor to participate in these meetings may be cause for termination of contract.

P. Reports

1. The Contractor shall be able to report monthly to the County a usage report (MS Excel format) summarizing item usage that shall include at least the following information:
 - a. Description of items purchased
 - b. Quantity of items purchased
 - c. Frequency of items purchased
 - d. Individual cost per item
 - e. Monthly total cost per item
 - f. Year to date quantity per item
 - g. Year to date total cost per item
 - h. Revenue Reports
2. The Contractor shall have the ability to summarize item usage reports per housing unit.
3. The Contractor shall provide hard copies of usage reports at each monthly in-person meeting at the Adult Detention Center.
4. The County reserves the right to request additional reports as needed.

Q. Commissary Stocking Schedule

1. The Contractor shall submit with their RFP response submittal their schedule for stocking inmate commissary machines. The schedule shall be approved by the Adult Detention Center's administrator or designee.
2. The Contractor shall ensure that stocking services do not decrease due to a holiday.
3. As part of the resulting agreement, the County may require the Contractor to pay a \$25.00 fee per each instance when the Contractor does not adhere to the stocking schedule agreed to by the parties. The County reserves the right to terminate the resulting contract if the Contractor does not adhere to the stocking schedule agreed to by the parties.

R. Responder Qualifications/Eligible Applicants

1. The Contractor shall have at least three (3) years of experience operating the System in a large scale (400 or more inmate population) detention facility.

2. The Contractor must have at least three (3) years of experience providing 24 hours per day, 365 days per year technical support for its users.
3. The Contractor shall have a sufficient number of trained and manufacturer-certified technicians to provide routine and emergency repair services 24 hours per day, 365 days per year.
4. The Contractor shall have the ability to supervise and monitor the System to ensure the satisfactory provision of services.

S. Subcontractors

1. The Contractor will be authorized to subcontract only the installation of vending machines, kiosks and any cabling necessary for the inmate housing units. Additionally, at the completion of the life cycle of the contract, the Contractor will also be authorized to subcontract only for the removal of all vending machines, kiosks and cabling as needed. All use of subcontractors during the installation and removal process must be approved by the administrator or designee.
2. The Contractor shall submit the name and address of subcontractors, resumes of key subcontractor staff involved and their roles and responsibilities with their RFP response submittal.
3. All subcontracts shall adhere to section 1.29.4 and 1.29.5. PREA and CJIS Requirements in the Solicitation Exhibits packet.

T. Mandatory legal requirements

See the **Solicitation Exhibits** packet for the General Contract/Agreement Terms and Conditions that will be made part of the resulting agreement.

5. Instructions to Responders

A. Anticipated contract term

The term of this agreement is anticipated to be from August 5, 2025 through August 4, 2027, with the option to be renewed three additional one-year periods and shall not exceed a total of 5 years.

Contract renewals shall be made by way of written Amendment to the original contract and signed by both parties.

B. Questions and communications

Questions concerning this Solicitation are to be submitted by the deadline included above in the Solicitation schedule and submitted via e-mail to the named purchasing and contracting specialist contact listed above. Please include the Solicitation name and number in the subject line of the email.

The County is not obligated to answer questions submitted after the question due date and time. To ensure open and fair competition, all questions are received by a certain date and answers are shared as an addendum to the Solicitation.

Only the named purchasing and contracting specialist contact(s) listed above are authorized to discuss this Solicitation with responders. Contact regarding this Solicitation with any personnel not listed above

could result in disqualification. This provision is not intended to prevent responders from seeking guidance from the County regarding general purchasing and contracting questions.

C. Response submission

Please submit your response in the [DemandStar](#) portal.

To submit a response, you must first register with the portal. For more information on how to register, go to the [How to Contract With Ramsey County](#) page for written and video instructions.

Responders are strongly encouraged to make their submissions well in advance of the response due date as the submission process may take some time to complete.

6. Response Format and Content

Responses **must** adhere to the following format.

The response shall contain the following information and may not exceed 100 pages, excluding required attachments:

a. Attachments.

- Attachment A – Commissary Services Usage Report (REVIEW ONLY)
- Attachment B - Ramsey County Secure Technology Solutions (COMPLETE AND SUBMIT)
- Attachment C – Ramsey County Technology Questionnaire (COMPLETE AND SUBMIT)
- Attachment D – County’s Hosting Security Exhibit (REVIEW ONLY)
- Attachment E – County’s Information Security Exhibit (COMPLETE AND SUBMIT)
- Attachment F – Commissary System Requirements and Questionnaire (COMPLETE AND SUBMIT)
- Attachment G – Indigent Items and Pricing List (COMPLETE AND SUBMIT)
- Attachment H - Notice of Acceptance (REVIEW ONLY)
- **Solicitation Attachments Packet:**
 - Attachment I - Responder Declarations (COMPLETE AND SUBMIT)
 - Attachment J - Contractor Information Form (COMPLETE AND SUBMIT)
 - Attachment K - Contractor Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements (COMPLETE AND SUBMIT)
 - Attachment L - Contractor Reference Form (COMPLETE AND SUBMIT)
 - Attachment M - Exceptions to Terms and Conditions Form (COMPLETE AND SUBMIT IF APPLICABLE)
- **Solicitation Exhibits Packet**
 - Exhibit 1 - General Contract/Agreement Terms and Conditions (REVIEW ONLY)
 - Exhibit 2 - Contracting for Equity (REVIEW ONLY)
 - Exhibit 3 – CJIS Security Addendum (REVIEW ONLY)
 - Exhibit 4 – CJIS Security Addendum Certification (REVIEW ONLY)
 - Exhibit 5 - Business Associate Agreement (REVIEW ONLY)

When saving these attachments, please save them in the original format. For example, do not convert an Excel format to a PDF format.

- b. Workplan.** A workplan in response to the scope of services, including but not limited to the following:
- the specific strategies and methods for performing services needed and described in Section 1;
 - identify all subcontractors;
 - tasks with estimated duration;
 - an implementation schedule including estimated start and finish dates;
 - capacity to perform the services;
 - availability of staff and resources; and
 - a proposed team organization and management plan.
- c. Qualifications and Experience.** Information for key staff must include:
- A profile of the Responder, including the size, organizational structure, and history.
 - A narrative of the experience of the firm in performing similar services.
 - Resumes for key staff performing services in the response. For example:
 1. professional credentials;
 2. education or certifications;
 3. expertise and capability; and experience.
- d. Commission, Rate, and Fee Information.**
- Ramsey County is engaged in work to reduce and eliminate criminal fines and fees (i.e., amount of money paid in exchange for services received). Under the resulting agreement, it is expected that any type of fee associated to providing commissary services will no longer be charged.
- Contractors shall disclose all commissions, revenues, rates, and fees that could be charged to the county, inmates, or public (all users) in their RFP response submittal. All cost information shall include, a minimum, the following details:
 1. Software
 2. License and subscriptions
 3. Hardware
 4. Service Deliverables: Planning, Design, Development, Testing, Training, Deployment, Acceptance
 5. Maintenance and support
 6. Recurring annual costs
 7. Commission
 - Commission options should be submitted to include both commission and non-commission options for review. At a minimum, contractors should submit multiple options, such as “x% commission,” “x% commission,” and “0% commission” for comparative purposes.
 8. Revenue
 9. Rates
 10. Fees
 11. *Indigent Items and Pricing List*– **Attachment G**
 12. Inmate commissary products list:
 - All products with pricing per each, item size, and brand name.

- All product pricing shall be reasonably priced. The Contractor shall submit, for example: “convenience store” pricing and not “airport store” pricing.

13. Miscellaneous

14. All other

- Contractors shall state how the following will be achieved:
 1. Contractors shall distribute all revenue and commission according to the resulting agreement.

e. Technical Support and Customer Service.

Contractor shall submit, a minimum, the following information:

- Contractor’s ability to provide routine system maintenance.
- Contractor’s ability to provide system software support (i.e., days, hours, and via direct phone support, e-mail support or other channels as appropriate).
- Contractor’s ability to respond to critical software issues, including within fifteen (15) minutes of initial contact and resolution within two (2) hours of initial contact.
- Contractor’s ability to provide trained technicians to provide routine and emergency repairs services 24 hours per day, 365 days per year.
- Contractor’s ability to supervise and monitor the system to ensure the satisfactory provisions of service.

f. Commissary Stocking Schedule.

Contractors shall submit a schedule for stocking inmate commissary machines.

g. Subcontractors.

Contractors shall submit the name and address of subcontractors, resumes of key subcontractor staff involved and their roles and responsibilities.

7. Evaluation and Selection Process

A. Response evaluation and criteria

1. The County will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The County will evaluate the mandatory requirements on a pass/fail basis.

Mandatory Requirements. The following will be considered on a pass/fail basis:

- Responses must be received by the due date and time specified in this solicitation.

2. Responses meeting the mandatory requirements will then be evaluated based on:

Item	Scoring (Points)
Workplan	40
Qualifications and Experience	30
Commission, Rates, and Fees	15
Technical Support and Customer Service	15
Total	100

After review of each responsive response, the County may immediately award a contract to a successful Responder based on the evaluation criteria, or it may establish a short list of Responders for further consideration. The short list of Responders may be to an interview, presentation, or system demonstration, or asked to provide additional information.

B. Interviews/presentations and site/e-visits

The County reserves the right to request additional information from Responders during any phase of the response evaluation process. During the evaluation process, the County may require the presence of a Responder to make a presentation and/or answer specific questions regarding their response.

If the County chooses to hold interviews/demonstrations and/or site/e-visits, invitations will be extended to the Responders with the highest evaluation scores.

Additional points are allocated to interviews and/or demonstrations, as determined by Ramsey County.

C. Award of contract

The County will make its selection as determined by this evaluation process. The County reserves the right to pursue negotiations on any exception taken to the County's standard terms and conditions. In the event that negotiated terms cannot be reached, the County reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as the County deems appropriate. If the County anticipates multiple awards, the County reserves the right to negotiate with more than one Responder.

D. Execution of contract

Before a contract becomes effective between the County and any Responder, the contract must be signed by the County Board or its designee. If for any reason the County Board or its designee does not sign the contract, then there are no binding obligations whatsoever between the County and the Responder relative to the proposed contract.

8. Solicitation Terms

A. Competition in Responding

The County desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Purchasing and Contracting Contact listed in the Solicitation before the due date and time. If changes are made, the County will issue an addendum.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the necessary authorities for investigation and appropriate action.

B. Addenda to the Solicitation

Changes to the Solicitation will be made by addendum and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

C. Responder's right to edit, submit, resubmit and/or cancel or withdraw its response

A responder may edit, submit, resubmit and/or cancel or withdraw its response at any time before the response due date. Requests should be submitted in writing via e-mail to the Purchasing and Contracting contact listed in section 1A.

D. Responses will not be returned

Upon submission, responses will not be returned.

E. Rights Reserved

The County reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Negotiate with the highest scoring Responder(s);
- Terminate negotiations and select the next response providing the best value for the County;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a best and final offer from one or more Responders; and
- The County reserves the right to request additional information.

F. Public disclosure of response documents

All materials submitted in response to this Solicitation will become property of the County. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the County having completed negotiating a contract with the selected contractor(s). The County will notify all responders in writing of the evaluation results.

G. Trade secret information

Responders must not submit trade secret material as part of their response, as defined by Minn. Stat. § 13.37. The County does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37. A Responder may present and discuss trade secret information during an interview or demonstration with the County, if applicable.

In the event trade secret data are submitted, Responders must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the County, its agents, and employees, from any judgments awarded against the County in favor of the party requesting the data, and any and all costs connected with that defense.

H. Conditions of Offer

Unless otherwise approved in writing by the County, Responder's cost proposal and all terms offered in its response that pertain to the completion of professional services will remain firm for 180 days, until

they are accepted or rejected by the County, or they are changed by further negotiations with the County prior to contract execution.

I. Award

Any award that may result from this Solicitation will be based upon the total accumulated points as established in the Solicitation. The County reserves the right to award this Solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the County, providing each Responder is in compliance with all terms and conditions of the Solicitation. The County reserves the right to accept all or part of an offer, to reject all offers, to cancel the Solicitation, or to re-issue the Solicitation, whichever is in the best interest of the County.

J. Responder's costs

The County shall not be responsible for any costs incurred by Responder in connection with this Solicitation. Responder shall bear all costs associated with response preparation, submission, and attendance at interviews, or any other activity associated with this Solicitation or otherwise.

K. Responder's ideas

The County reserves the right to use any or all ideas, concepts, or other information provided in any responses. Selection or rejection of the response does not affect this right.

L. Requirements Prior to Contract Execution

Prior to contract execution, a responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT A - COMMISSARY SERVICES USAGE REPORT

Item Description	Price
#10 Envelope w/adhesive back	\$0.87
#10 Envelope, 2 Stamps, w/ adhesive back	\$1.93
9x12 Catalog Envelope 2 Stamps	\$1.86
9X12 Catalog Envelope no Stamp	\$0.92
9x12 Catalog Envelope w/ 3 Stamps	\$2.13
Acetaminophen (non-aspirin) Packet	\$0.35
Anniversary Card with Stamp	\$3.32
Bacitracin Ointment	\$0.92
Backers BBQ Potato Chips 4.25oz	\$3.76
Beef Crumble Spicy 6oz	\$8.59
Birthday Card with Stamp	\$3.32
Blue Magic Conditioner 4oz	\$6.20
Buffalo Chicken Pouch 2.6oz	\$2.40
Buffalo Dipping Sauce 1.25oz	\$1.01
Canvas Shoes Navy Sz M10/W12	\$10.02
Canvas Shoes Navy Sz M11/W13	\$10.02
Canvas Shoes Navy Sz M12/W14	\$10.02
Canvas Shoes Navy Sz M14/W16	\$10.02
Canvas Shoes Navy Sz M6/W8	\$10.02
Canvas Shoes Navy Sz M7/W9	\$10.02
Canvas Shoes Navy Sz M8/W10	\$10.02
Canvas Shoes Navy Sz M9/W11	\$10.02
Cappuccino Mix Packet	\$0.80
Cereal Cap'n Crunch Cereal Cups 1.51oz	\$2.42
Cereal Cinnamon Toast Crunch Cup 2.01oz	\$2.69
Cheetos Crunchy 2oz	\$2.10
Cheetos Flamin Hots 2oz	\$2.10
Chex Mix Buffalo Ranch Max'd 4.25oz	\$5.36
Child Birthday Card with Stamp	\$3.32
Chips Ahoy Bite Size Cookies 2oz	\$2.51
Christmas Card with Stamp	\$3.32
Cocoa Butter Lotion 4oz	\$3.04
Coffee Espresso 3.5oz	\$9.77
Colored Pencil Full Size	\$7.66
Coloring Book	\$7.90
Conditioner - Pantene 12oz	\$13.98
Creamer Single Packet	\$0.18
Crossword Puzzle Books	\$3.69
Deodorant Old Spice High Endurance 2.25oz	\$8.68
Deodorant Suave Anti-Perspirant	\$3.75
Earbud Headphone (No microphone)	\$4.19
Economy Playing Cards	\$2.59
Eraser Pink Pearl	\$1.19
Flour Tortilla Shells 6-pack	\$2.73

RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT A - COMMISSARY SERVICES USAGE REPORT

Item Description	Price
Forever Stamp	\$0.60
Freshscent Deodorant 1.6oz	\$1.16
Fruit Punch Drink Mix	\$0.52
Grape Drink Mix	\$0.37
Grape Jelly 1oz	\$0.41
Habanero Cheese Squeeze 1oz	\$1.31
Hair Brush Vented	\$3.46
Hair Pick	\$0.93
Hairbrush Military	\$1.81
Heinz Ranch Packet .42oz	\$0.49
Hot & Spicy Beef Summer Sausage 5oz	\$5.90
Hot Cocoa Mix Packet	\$0.64
Hot Sauce Pouch 0.5oz	\$0.25
Hydrocortisone Cream	\$0.35
Ibuprofen Packet	\$0.35
Iced Tea Drink Mix	\$0.42
Irish Spring Men's Body Wash (Scents Vary) 18oz	\$10.97
Jalapeno Cheese Squeeze 1oz	\$1.31
Ketchup Packet 7gm	\$0.41
Lady Speed Stick Antiperspirant 1.4oz	\$4.11
Lip Balm	\$2.17
Little Debbie Snickerdoodle Creme Pie	\$0.86
Lotion Eucerine 1oz	\$4.44
Love You Card with Stamp	\$3.32
Magic Shave Tube 6oz	\$8.82
Mayonnaise Packet 9gm	\$0.48
Miss You Card with Stamp	\$3.32
Mustard Packet 4.5gm	\$0.41
Oatmeal Maple and Brown Sugar Single Packet	\$1.42
Old Trapper Beef & Cheese Sticks 1.3oz	\$2.63
Old Trapper Beef Jerky 4oz	\$8.06
Old Trapper Deli Style Original Stick 1.75oz	\$2.63
Old Trapper Hot and Spicy Beef Jerky 4oz	\$8.06
Old Trapper Jalapeno Beef & Cheese Sticks 1.3oz	\$2.63
Old Trapper Peppered Beef Jerky 4oz	\$8.06
Old Trapper Pepperoni Sausage 1.2oz	\$2.27
Old Trapper Teriyaki Beef Jerky 4oz	\$8.06
Orange Drink Mix	\$0.37
Orange Flex Toothbrush	\$1.29
Paper Lined Writing Pad	\$2.29
Pinochle Cards	\$3.55
Ponytail Holder (1)	\$0.93
Postcard - Stamped	\$0.52
Ranch Dressing Pouch 1.5oz	\$1.15

RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT A - COMMISSARY SERVICES USAGE REPORT

Item Description	Price
Reading Glasses - 4.0 DISC	\$7.12
Reading Glasses 1.0 Strength	\$7.12
Reading Glasses 1.25 Strength	\$7.12
Reading Glasses 1.5 Strength	\$7.12
Reading Glasses 1.75 Strength	\$7.12
Reading Glasses 2.0 Strength	\$7.12
Reading Glasses 2.25 Strength	\$7.12
Reading Glasses 2.5 Strength	\$7.12
Reading Glasses 2.75 Strength	\$7.12
Reading Glasses 3.0 Strength	\$7.12
Reading Glasses 3.25 Strength	\$7.12
Reading Glasses 3.5 Strength	\$7.12
Reading Glasses 3.75 Strength	\$7.12
Shampoo - Pantene 12.6oz	\$13.98
Shampoo Dandruff Head and Shoulders	\$10.35
Shampoo Suave 12oz	\$4.56
Sketch Pad	\$12.34
Skin Care Lotion	\$3.80
Sleeping Mask	\$1.63
Small Comb	\$0.64
Soap Bar Dial 4oz	\$2.34
Soap Bar Dove 3.75oz Sensitive	\$3.40
Soap Bar Freshscent 3oz	\$1.07
Soap Bar Irish Spring 3.75oz	\$3.10
Soap Bar Lever 2000	\$3.10
Speed Stick Solid Gel 1.8oz	\$3.75
Suave Conditioner 12oz	\$4.56
Suave Liquid Body Wash 12oz (scents may vary)	\$6.42
Sudoku Numeric Puzzles	\$4.04
Sugar Packet	\$0.18
Sweet Baby Rays BBQ Sauce 1.5oz	\$1.26
Thank You Card with Stamp	\$3.32
Thanksgiving Card with Stamp	\$3.32
Thinking of You Card with Stamp	\$3.32
Toothpaste Colgate .85oz	\$1.99
Toothpaste Pepsodent 6oz	\$4.27
Tums	\$1.61
V05 Conditioner 12.5oz	\$4.58
V05 Shampoo 12.5oz	\$4.58
V05 Shampoo/Conditioner 2 in 1 12.5oz	\$4.38
Word Search	\$3.55
Indigent #10 Envelope w/adhesive back ADC	\$-
Indigent 2 Sheets of Paper	\$-
Indigent Comb	\$-

RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT A - COMMISSARY SERVICES USAGE REPORT

Item Description	Price
Indigent Deodorant	\$-
Indigent Lip Balm	\$-
Indigent Orange Flex Toothbrush	\$-
Indigent Postcard	\$-
Indigent Reading Glasses - 1.0 Strength	\$-
Indigent Reading Glasses - 1.25 Strength	\$-
Indigent Reading Glasses - 1.5 Strength	\$-
Indigent Reading Glasses - 1.75 Strength	\$-
Indigent Reading Glasses - 2.0 Strength	\$-
Indigent Reading Glasses - 2.25 Strength	\$-
Indigent Reading Glasses - 2.5 Strength	\$-
Indigent Reading Glasses - 2.75 Strength	\$-
Indigent Reading Glasses - 3.0 Strength	\$-
Indigent Reading Glasses - 3.5 Strength	\$-
Indigent Shampoo 4oz	\$-
Indigent Skin Lotion 4 OZ	\$-
Indigent Soap Bar .35 oz	\$-
Indigent Toothbrush Stubby	\$-
Indigent Toothpaste 0.6oz	\$-

Attachment B - Ramsey County Secure Technology Solutions

RFP-SHRF-23668 Inmate Commissary Services

Contractor's Name: _____

	As a government entity Ramsey County has a responsibility to ensure safe and secure technology solutions. To accomplish this, we expect our contractors to use industry best practices for security and compliance controls. Therefore, contractors must:	Proposer to Indicate Yes in Column Below.	Proposer to Provide Evidence in Column Below. Evidence May be Attached in the Column or Provided as a Separate Attachment Which Must be Indicated in the Column Below.
1.	Agree and represent that it currently maintains information data and content protection practices and procedures ("Security Program") that complies with industry best practice and applicable privacy laws.		
2.	Demonstrate compliance with industry best practice Critical Security Controls . (Please see link) Methods to demonstrate this are via an SSAE 18, SOC 2 report, externally certified report, etc. for your company and all sub-tier suppliers, as applicable.		
3.	Undergo an annual vulnerability assessment (internal and external) via an independent third party.		
4.	Demonstrate adherence to an industry standard continuous monitoring program which includes real time monitoring, logging, timely review and remediation of events. The monitoring program will support a defined incident management policies and procedures that is aligned with industry best practices.		

PLEASE NOTE: Proposers that do not fully complete **Attachment B** and provide evidence of compliance with their proposal will be deemed NON-RESPONSIVE and their proposal will not be considered.

ATTACHMENT C - Ramsey County Technology Questionnaire: INSTRUCTIONS

Ramsey County requires you to fill out the following tabs in this spreadsheet:

1. Vendor and Solution Info
- 2a. Externally Hosted Security Q’s

[Complete 2a. if you or your external hosting provider will host the solution.]
- 2b. Ramsey Hosted Security Q’s

[Complete 2b. if Ramsey County will be hosting your solution.]
3. Technical Documentation

If you are proposing a hybrid solution, then complete tabs 2a and 2b. Otherwise, complete only one of the applicable “...Hosted Security Q’s” tabs.

Note: The Yes, No, NA column has a dropdown menu to choose the appropriate response. There are a few questions that do not have drop down options.

Answers MUST be provided for ALL questions along with clarifying/supporting comments. Missing or incomplete answers/comments will delay the review process and require follow up with Ramsey County. See example screenshots below... **EVEN if you select NA you must give a reason as to why...**

This document contains Security Information as defined in Minn. Stat. §13.37, subd. 1 (a), and is classified as nonpublic data as defined in Minn. Stat. §13.02, subd. 9.

EXAMPLE		
#	Externally Hosted Solution: Questionnaire	REQUIRED Answer
		(Yes, No, NA)
Identity Access Management		
RC Application Security and Credentials Management Standard: Microsoft Azure AD		
1	Does your solution integrate into a cloud Identity Provider that supports SAML or OpenID (e.g., Azure Active Directory)?	Yes
2	Does this solution support Microsoft Active Directory login authentication, including using LDAPs or ADFS connections?	No
	If Yes, provide details regarding the level of integration with MS Active Directory (e.g., LDAPs, ADFS, SAML 3.0, other).	
	If No, do you provide your customers the ability to control their own password policies within the solution to meet Ramsey County password standards?	
3	Can this solution utilize the Microsoft Azure Multi-Factor Authentication (MFA) solution?	Yes
4.1	Does the solution have auditing capabilities to monitor activity such as logins, document changes, permission changes, etc.?	Yes
4.2	If yes, can the audit logs be sent to a SIEM solution?	Yes
5	Does the solution allow multiple concurrent sign in sessions for a single user from different devices (e.g., User A can sign in from computer A and computer B)?	Yes
6	Does your solution provide role-based access to control user and administrator rights?	Yes
Hosting		
7	Provide the name of the external hosting service provider (e.g., AWS, Azure, GCP, etc.)?	
8	Will the solution only use data centers that reside within the continental United States?	Yes
Network		
RC Network Infrastructure Standards: Cisco Network Technology		
9	Does this solution support TCP/IP IPv4/IPv6 connectivity?	Yes
10	What is the minimum bandwidth requirements?	
11	What are the acceptable performance level requirements for network latency?	
12	Does the solution incorporate industry accepted encryption practices for the transmission of scoped data over untrusted networks (e.g., TLS)?	Yes
13	Will a VPN connection be required with Ramsey County hosted/on-premises resources to access your solution? If Yes, please provide what levels of encryption you support.	No
14	From Ramsey County hosted/on-premises resources, what outbound ports or traffic are required to connect to your solution (e.g., port 443, port 23, etc.)?	
	Do Ramsey County hosted/on-premises resources require inbound ports to be open for your	

EXAMPLE		
#	Ramsey County Hosted Solution: Questionnaire	REQUIRED Answer
		(Yes, No, NA)
Identity Access Management		
RC Application Security and Credentials Management Standard: Microsoft Active Directory		
1	Does this solution support Microsoft Active Directory login authentication, including using LDAPs or ADFS connections?	Yes
	If Yes, provide details regarding the level of integration with MS Active Directory (e.g., LDAPs, ADFS, SAML 3.0, other).	
	If No, do you provide your customers the ability to control their own password policies within the solution to meet Ramsey County password standards?	
2	Can this solution utilize the Microsoft Azure Multi-Factor Authentication (MFA) solution?	Yes
3.1	Does the solution have auditing capabilities to monitor activity such as logins, document changes, permission changes, etc.?	Yes
3.2	If yes, can the audit logs be sent to a SIEM solution?	Yes
4	Does this solution allow multiple concurrent sign in sessions for a single user from different devices (e.g., User A can sign in from computer A and computer B)?	Yes
5	Does your solution provide role-based access to control user and administrator rights?	Yes
Servers		
RC Server Standard: Azure or VMware virtual servers running Microsoft Server Operation System version 2016		
6	Does this solution support Azure or VMware hosted Microsoft Server 2016/2019 Operating Systems?	Yes
7	Does this solution have any specialized data backup requirements?	No
8	Is this solution compatible with Microsoft best practice monthly patching guidelines?	Yes
Database		
RC Database Standards: Microsoft SQL Server version 2016/2019 running in Azure or VMware virtualized server environment		
9	Does this solution support Azure or VMWare hosted Microsoft SQL Server 2016/2019 database platform?	Yes

15	solution to function?	No	
Monitoring RC Production Monitoring Standards: PRTG and SolarWinds			
16	Does the solution support SNMP V3.0 and/or NetFlow?	No	We do not since we will be hosting the environment in AWS.
Client			
17	Operating system with version number.		Windows 10 20H2 and greater.
18	Are there any hardware peripherals required?	No	No, everything is cloud based.
19.1	Does the solution require a thick client to be installed on the County desktops/laptops?	No	No, clients connect via web browsers to the portal.
19.2	If yes, is this solution compatible with the Microsoft SCCM software deployment	NA	See answer to 19.2
20	List names and version of all browsers supported.		We support all web browsers that support HTTP/2.
21	List any required browser plug-ins or extensions.		None are required.
22	List and describe any other software dependencies.		Nothing else to add.
23	Citrix is the Ramsey County standard for presenting applications to users that cannot run the software on a desktop or laptop device. Does the solution support Citrix thin client technology?	Yes	As long as Citrix allows web browsers with HTTP/2, this should work just fine.
24.1	Does the solution have a mobile device client application (e.g., iOS or Android)?	No	We don't have a native client application, but a web browser will work just fine.
24.2	If yes, does the mobile device client application store any confidential data (e.g., personally identifiable information (PII))?	NA	See answer to 24.1
25	Will your solution send any confidential communications over SMS (text messages)?	No	We don't utilize any SMS technology.
Interfaces and Data Integrations			
26	Does the solution receive data from or push data to other applications via SOAP and/or REST?	No	Everything is developed in-house and we do not push or pull any
29	Is the solution dependent on third party service providers with access to scoped systems and/or data?	No	Everything is developed and managed in-house.
Data Security			
28	Does the solution incorporate industry accepted encryption practices for data at rest (e.g., AES)?	Yes	All data is encrypted at rest using AES-128.
29	Do you allow your customers to provide their own encryption keys to encrypt the scoped data while in use or at rest?	No	We do not have a process yet for customers but we are working on that.
30	Is or can the solution data be encrypted while in use (e.g., SQL Always Encrypted)?	Yes	We can provide that level of encryption but it will cost extra.
Security Processes			
31	Are annual assessments completed by an independent 3rd party that include tests (e.g., penetration test, vulnerability scans, PCI, etc.) of information security controls in place to protect scoped systems and data?	Yes	The BCA performs bi-yearly audits of our CJS environments. We also have yearly penetration test performed by <company name>.
32	Ramsey County requires a SOC2, SOC3, or equivalent audit, have you attached the most recent report?	No	We are in the process of developing SOC2 type 1 reports to provide to our customers. We plan to have this audit process in
33	Will the solution be patched in accordance with the Ramsey County Patch Management Policy? https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors	Yes	Our process meets Ramsey policy.

10	Is this solution compatible with Microsoft SQL Server patching best practices?	Yes	Yes, there is nothing special to note here.
11	Is or can the solution data be encrypted while in use (e.g., SQL Always Encrypted)?	Yes	You would need to implement this on your own SQL servers though.
Network RC Network Infrastructure Standards: Cisco Network Technology			
12	Does this solution support TCP/IP IPv4/IPv6 connectivity?	Yes	Yes, we support TCIP/IP IPv4 and IPv6.
13	What is the minimum bandwidth requirements?		50kbps per client connection
14	What are the acceptable performance level requirements for network latency?		75ms
15	Does the solution incorporate industry accepted encryption practices for the transmission of scoped data over untrusted networks (e.g., TLS)?	Yes	We support TLS1.2 cipher suites
Monitoring RC Production Monitoring Standards: PRTG and SolarWinds			
16	Does the solution support SNMP V3.0 and/or NetFlow?	Yes	If you can monitor if a web page is available, that will suffice.
Client			
17	What is the minimum operating system with version number.		Windows 10 20H2 and greater.
18	Are there any hardware peripherals required?	No	Everything is software based.
19.1	Does the solution require a thick client to be installed on the County desktops/laptops?	No	This is only a web based application.
19.2	If yes, is this solution compatible with the Microsoft SCCM software deployment platform?	NA	See answer to 19.1
20	List the names and versions of all browsers supported.		We support all web browsers that support HTTP/2.
21	List any required browser plug-ins or extensions.		None are required.
22	List and describe any other software dependencies.		Nothing else to add.
23	Citrix is the Ramsey County standard for presenting applications to users that cannot run the software on a desktop or laptop device. Does the solution support Citrix thin client technology?	Yes	As long as Citrix allows web browsers with HTTP/2, this should work just fine.
24.1	Does the solution have a mobile device client application (e.g., iOS or Android)?	No	We don't have a native client application, but a web browser will work just fine.
24.2	If yes, does the mobile device client application store any confidential data (e.g., personally identifiable information (PII))?	NA	See answer to 24.1
25	Will your solution send any confidential communications over SMS (text messages)?	No	We don't utilize any SMS technology.
Internet of Things (IoT)			
26	Does the solution utilize network attached devices (e.g., cameras, time clocks, security doors)?	No	It's all software based and you provide the VMs.
27	Does the solution require the use of wireless network attached devices?	No	It's all software based and you provide the VMs.
Interfaces and Data Integrations			
28	Does the solution receive data from or push data to other applications via SOAP and/or REST?	No	We don't integrate with any other applications to acquire data outside of integrating with your Active Directory environment
29	Is the solution dependent on third party service providers with access to scoped systems and/or data?	No	It does not require any other services outside of our company and your organization.
30	Does your solution send any data back to your and/or third party environments?	Yes	It does require an Internet connection with 443 connectivity back to our environment to activate the software licenses.
Security Processes			
31	Does the solution's secure application development testing methodology incorporate independent third-party security assessments?	Yes	We have a 3rd party scan and assess every major release.
32	Does your secure application development testing methodology include using software tools to scan source code for potential security flaws?	Yes	We scan all minor and major releases for vulnerabilities using 3rd party scanning tools.
33	Does your organization have a patch management release cycle?	Yes	We release bug/fix patches on a quarterly basis, but will also release security or critical bug/fixes out of band. We will notify our customers when we release out of band patches.

Complete the information below

Date submitted:	
Vendor company name:	
Respondent name:	
Respondent title:	
Application or service name:	
URL to product information:	
Brief product description:	

Externally Hosted Solution: Questionnaire		REQUIRED Answer	36 Total Questions	
		(Yes, No, NA)	0 Questions Answered	
			36 Remaining	
			REQUIRED Clarifying/Supporting Comments	For internal use only
Identity Access Management RC Application Security and Credentials Management Standard: Microsoft Azure AD				
1	Does your solution integrate into a cloud Identity Provider that supports SAML or OpenID (e.g., Azure Active Directory)?			I, S
	Does this solution support Microsoft Active Directory login authentication?			
	If Yes, provide details regarding the level of integration with MS Active Directory (e.g., LDAPs, ADFS, SAML 2.0, other).			I, S
2	If No, do you provide your customers the ability to control their own password policies within the solution to meet Ramsey County password standards?			
3	Can this solution utilize the Microsoft Azure Multi-Factor Authentication (MFA) solution?			I, S
4.1	Does the solution have auditing capabilities to monitor activity such as logins, document changes, permission changes, etc.?			S
4.2	If yes, can the audit logs be sent to a SIEM solution?			S
5	Does the solution allow multiple concurrent sign in sessions for a single user from different devices (e.g., User A can sign in from computer A and computer B)?			S
6	Does your solution provide role-based access to control user and administrator rights?			S
Hosting				
7	Provide the name of the external hosting service provider (e.g., AWS, Azure, GCP, etc.)?			I
8	Will the solution only use data centers that reside within the continental United States?			I, S
Network RC Network Infrastructure Standards: Cisco Network Technology				
9	Does this solution support TCP/IP IPv4/IPv6 connectivity?			I
10	What is the minimum bandwidth requirements?			I
11	What are the acceptable performance level requirements for network latency?			I
12	Does the solution incorporate industry accepted encryption practices for the transmission of scoped data over untrusted networks (e.g., TLS)?			S
13	Will a VPN connection be required with Ramsey County hosted/on-premises resources to access your solution? If Yes, please provide what levels of encryption you support.			I, S
14	From Ramsey County hosted/on-premises resources, what outbound ports or traffic are required to connect to your solution (e.g., port 443, port 23, etc.)?			S
15	Do Ramsey County hosted/on-premises resources require inbound ports to be open for your solution to function?			S
Monitoring RC Production Monitoring Standards: PRTG and SolarWinds				
16	Does the solution support SNMP V3.0 and/or NetFlow?			I
Client				
17	Operating system with version number.			I
18	Are there any hardware peripherals required?			I
19.1	Does the solution require a thick client to be installed on the County desktops/laptops?			I, S
19.2	If yes, is this solution compatible with the Microsoft SCCM software deployment platform?			I
20	List names and version of all browsers supported.			I
21	List any required browser plug-ins or extensions.			I
22	List and describe any other software dependencies.			I
23	Citrix is the Ramsey County standard for presenting applications to users that cannot run the software on a desktop or laptop device. Does the solution support Citrix thin client technology?			I
24.1	Does the solution have a mobile device client application (e.g., iOS or Android)?			I, S
24.2	If yes, does the mobile device client application store any confidential data (e.g., personally identifiable information (PII))?			S
25	Will your solution send any confidential communications over SMS (text messages)?			S
Interfaces and Data Integrations				
26	Does the solution receive data from or push data to other applications via SOAP and/or REST?			I, S
27	Is the solution dependent on third party service providers with access to scoped systems and/or data?			I, S
Data Security				
28	Does the solution incorporate industry accepted encryption practices for data at rest (e.g., AES)?			S
29	Do you allow your customers to provide their own encryption keys to encrypt the scoped data while in use or at rest?			S
30	Is or can the solution data be encrypted while in use (e.g., SQL Always Encrypted)?			S
Security Processes				
31	Are annual assessments completed by an independent 3rd party that include tests (e.g., penetration test, vulnerability scans, PCI, etc.) of information security controls in place to protect scoped systems and data?			S
32	Ramsey County requires a SOC2, SOC3, or equivalent audit, have you attached the most recent report?			S
33	Will the solution be patched in accordance with the Ramsey County Patch Management Policy? https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors			

#	Ramsey County Hosted Solution: Questionnaire		REQUIRED Answer	36	Total Questions	For internal use only
			(Yes, No, NA)	0	Questions Answered	
				36	Remaining	
					REQUIRED Clarifying/Supporting Comments	
Identity Access Management						
RC Application Security and Credentials Management Standard: Microsoft Active Directory						
1	Does this solution support Microsoft Active Directory or Azure Active Directory login authentication?					I, S
	If Yes, provide details regarding the level of integration (e.g., LDAPs, OpenID, SAML 2.0, other).					
	If No, do you provide your customers the ability to control their own password policies within the solution to meet Ramsey County password standards?					
2	Can this solution utilize the Microsoft Azure Multi-Factor Authentication (MFA) solution?					I, S
3.1	Does the solution have auditing capabilities to monitor activity such as logins, document changes, permission changes, etc.?					S
3.2	If yes, can the audit logs be sent to a SIEM solution?					S
4	Does this solution allow multiple concurrent sign in sessions for a single user from different devices (e.g., User A can sign in from computer A and computer B)?					S
5	Does your solution provide role-based access to control user and administrator rights?					S
Servers						
RC Server Standard: Azure or VMware virtual servers running Microsoft Server Operation System version 2016						
6	Does this solution support Azure or VMware hosted Microsoft Server 2016/2019 Operating Systems?					I
7	Does this solution have any specialized data backup requirements?					I
8	Is this solution compatible with Microsoft best practice monthly patching guidelines?					I, S
Database						
RC Database Standards: Microsoft SQL Server version 2016/2019 running in Azure or VMware virtualized server environment						
9	Does this solution support Azure or VMWare hosted Microsoft SQL Server 2016/2019 database platform?					I
10	Is this solution compatible with Microsoft SQL Server patching best practices?					I, S
11	Is or can the solution data be encrypted while in use (e.g., SQL Always Encrypted)?					I, S
Network						
RC Network Infrastructure Standards: Cisco Network Technology						
12	Does this solution support TCP/IP IPv4/IPv6 connectivity?					I
13	What is the minimum bandwidth requirements?					I
14	What are the acceptable performance level requirements for network latency?					I
15	Does the solution incorporate industry accepted encryption practices for the transmission of scoped data over untrusted networks (e.g., TLS)?					S
Monitoring						
RC Production Monitoring Standards: PRTG and SolarWinds						
16	Does the solution support SNMP V3.0 and/or NetFlow?					I
Client						
17	What is the minimum operating system with version number.					I
18	Are there any hardware peripherals required?					I
19.1	Does the solution require a thick client to be installed on the County desktops/laptops?					I
19.2	If yes, is this solution compatible with the Microsoft SCCM software deployment platform?					I
20	List the names and versions of all browsers supported.					I
21	List any required browser plug-ins or extensions.					I
22	List and describe any other software dependencies.					I
23	Citrix is the Ramsey County standard for presenting applications to users that cannot run the software on a desktop or laptop device. Does the solution support Citrix thin client technology?					I
24.1	Does the solution have a mobile device client application (e.g., iOS or Android)?					I, S
24.2	If yes, does the mobile device client application store any confidential data (e.g., personally identifiable information (PII))?					S
25	Will your solution send any confidential communications over SMS (text messages)?					S
Internet of Things (IoT)						
26	Does the solution utilize network attached devices (e.g., cameras, time clocks, security doors)?					I, S
27	Does the solution require the use of wireless network attached devices?					I, S
Interfaces and Data Integrations						
28	Does the solution receive data from or push data to other applications via SOAP and/or REST?					I
29	Is the solution dependent on third party service providers with access to scoped systems and/or data?					S
30	Does your solution send any data back to your and/or third party environments?					S
Security Processes						
31	Does the solution's secure application development testing methodology incorporate independent third-party security assessments?					S
32	Does your secure application development testing methodology include using software tools to scan source code for potential security flaws?					S
33	Does your organization have a patch management release cycle?					S

Instructions:

Please include the following documentation in your proposal.

If not applicable, enter NA. If no answer provided, notate reason.

Technical Documentation

	Document Title	Document description	When to Complete	If not applicable, enter N/A. If applicable but not provided, indicate reason.
34	Accreditations and Certifications	Provide a list of company Accreditations and Certifications i.e. SSAE16, HIPAA, PCI, etc.	All	
35	Service Level Agreements and Objectives	Provide a copy of your Service Level Agreement along with remediation terms and conditions (Examples: Service Level Objective (SLO) for simple defect resolution, SLO for incident response, SLO for moderately complex enhancement).	External Hosting	
36	Externally Hosted Architecture Diagram	If the solution is to be externally hosted, provide technical architecture details for the proposed solution.	External Hosting	
37	Technical Infrastructure Required at Go-Live	If possible, please provide technical infrastructure documentation that includes the following for the solution that you propose for the initial go live : <u>For the production environment:</u> 1. Specify the VMware hosted servers required to support this solution. List the total number, broken out by number and type of server. For each non-database server, specify: <ul style="list-style-type: none">Processors and RAM to support this solution at normal utilization levelsDisk space needs:	Internal Hosting	Example: 2 application servers - (6 processors, 8 GB RAM, 100GB disk space) 1 SQL DB Server - (16 processors, 48 GB RAM, 200TB disk space) 1 reporting server (8 processors, 24 GB RAM, 500 GB disk space)
38	Estimated or expected Technical Infrastructure Changes after go-live	Provide technical infrastructure documentation that details any changes or additions to any of the components listed in your response for above for the proposed solution post go live .	Internal Hosting	
39	High-level Availability Specifications	Provide the specifications for high availability.	Internal Hosting and RFP indicates Business	

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1. **Virtual Infrastructure/Cloud Services.** In addition to the Contractor responsibilities listed in the Agreement by and between the Parties, Contractor acknowledges and agrees to assume the following additional responsibilities:
 - 1.1. **Connectivity.** Contractor will provide the connectivity as described in in the Agreement.
 - 1.2. **Load Balancing.** Contractor will load balance the County applications to meet the needs of the County’s operations, as may be further described in the County’s system architecture specifications, or as mutually agreed to by the Parties.
 - 1.3. **Security.** Contractor will implement reasonable and appropriate systems and procedures sufficient to ensure the security and confidentiality of the County Data, as further specified herein. County Data is defined as the data described in the Data Practices section of this Professional Services Agreement.
 - 1.4. **SOC 3.** Contractor will provide the Services utilizing a SOC 3 compliant data center located in the continental United States. Contractor will perform periodic audits (SOC 3 or other industry equivalent standard mutually agreed to by the Parties) of Contractor’s security controls (i.e., physical and logical security, network configuration, change/problem and vulnerability management and recovery services), and make available to the County a copy of such SOC 3 report and, upon the County’s request, written reports regarding such audits. In the event of any qualified statements in such reports that materially impact the County, the County may immediately terminate the Agreement for material breach without further period to cure.
 - 1.5. **Back-up Services.** Contractor will perform the backup services at the following intervals: Contractor will back-up the servers containing County Data one time each day to a storage area network (SAN), and Contractor will keep each such daily back-up for seven days; Contractor will back-up the servers containing County Data one time each week to a back-up tape. Each week, the back-up tape will be encrypted and stored offsite at a SOC 3 facility located in the continental United States. Contractor will retain one back-up tape per week for seven years. In addition, Contractor will fulfill restoration requests as directed by the County due to site failures. Restoration will be performed within the interval of two to four hours depending on the urgency of the request; and the agreed upon location of the desired back-up media; and if the location is expected to be down for more than 24 hours, Contractor will immediately transfer appropriate back-up data and re-establish all hosting operations in an appropriately functioning secondary server or location.
 - 1.6. **Anti-Virus Software.** Contractor will install and maintain industry standard anti-virus and anti-spyware software for all physical and virtual servers used to provide the Services.
 - 1.7. **Fix Errors.** Contractor will use Contractor’s best efforts to promptly remedy any failure of the Services.
2. **Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).

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3. Monitoring Services. Contractor will provide the following additional Services with respect to system monitoring:

3.1. Access. Contractor will provide access to Contractor’s client portal, monitoring and alerting of the County’s servers, as well as the processes and services being executed by such servers by Contractor’s Network Operations Center on a 24 x 7 x 365 basis. In addition, the County will be provided with access to Contractor’s Network Operations Center, which allows for 24x7x365 access to support requests, open ticket status, reporting and a knowledge base of previous County issues and projects.

3.2. Monitoring and Detection. Contractor will provide monitoring and alerting by Contractor’s Network Operations Center on a 24 x 7 x 365 basis of Services.

3.3. Equipment Monitored. The County requests that the Services be provided to cover the computer related items detailed on any network and infrastructure equipment inventory list maintained by Contractor in any County provided disaster recovery guidelines.

3.3.1 Additional Equipment. If the County has or purchases additional equipment, the monthly fee for Services will automatically be increased at the beginning of the following month to cover the additional equipment. Additional equipment must be inspected and certified as “fit for purpose” by Contractor before it is covered under this Hosting Security Exhibit.

3.3.2 Equipment Retirement. If the County retires equipment that is not replaced in kind, the monthly fee for Services will automatically be decreased at the beginning of the next month to account for the decrease in the need for support. The County must notify Contractor of the equipment retirement date via e-mail.

3.3.3. County To Provide Access. The County will provide full and complete access, including admin usernames and password, to all equipment covered under this Hosting Security Exhibit.

3.4. Notification. Contractor will notify the County of disruption in any Services for which Contractor is providing monitoring. To the extent not specified, Contractor will provide the County with weekly reports of Contractor’s monitoring results.

3.5. Fix Issues. Contractor will promptly apply a fix to any disruption in the Services.

3.6. Communication with Network Operations Center. The County may communicate with the Network Operations Center via telephone, email, or client portal ticket 24 hours a day, seven days a week and 365 days a year.

3.7. Initiation of Client Portal Tickets. Unless stated otherwise, client portal tickets are initiated or escalated within 15 minutes of receipt..

4. Operating System Patch Services. Contractor will provide the following Services with respect to operating system Patches:

4.1. Patch Monitoring Services. Contractor will monitor recommendations from software vendors relating Patches (defined below) to software used in one or more Services.

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- 4.2. Installation Services.** Contractor will install Patches at a time appropriate to their risk level, which may include considering the following factors: any possible disruption to the Services, and the urgency of the need to install the Patch.
- 4.3. Notification.** Contractor will notify the County of Patch management installations in accordance with the notification requirements agreed upon by the County and Contractor in any Patch Management and Monitoring. To the extent not specified, Contractor will provide the County with weekly reports of Contractor’s Patch recommendations and/or installations.
- 4.4. Definition of Patch.** For the purposes of this Hosting Security Exhibit, the term “Patch” means platform and applications software security and anti-virus updates and other software fixes and updates issued by and recommended for installation by software vendors for Software used in one or more Services.
- 5. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor’s data privacy, security policies, client guide and/or Information Security Policy, and security procedures that apply to county data, which have been provided to the County and are herewith included herein by reference. The Contractor shall not modify data privacy and security policies absent the County’s express consent. In the event Contractor materially degrades the information security standard during any such modification, such degradation shall constitute a material breach by Contractor under the Agreement Contractor will comply with applicable U.S. laws and regulations concerning information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.
- 6. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures (“Security Program”) that complies with industry best practice and applicable privacy laws. Contractor’s Security Program includes, at a minimum:
- 6.1.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
 - 6.2.** A security design intended to prevent any compromise of Contractor’s own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
 - 6.3.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures, operation systems and other applications with up-to-date virus definitions and security patches so as to avoid any adverse impact to County’s systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor’s networks and access codes; and

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6.4. All persons with authorized access to County Data must have a documented genuine need-to-know prior to access;

6.5. Contractor warrants that the services and deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any service or deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

7. Source Code Protection. Contractor will have in place and will maintain an industry standard security program which protects Contractor’s source code from a compromise by Contractor’s subcontractors or any other third party.

8. Audit. County may conduct a security review of Contractor’s Security Program when determined as reasonably required by County. Contractor will provide County copies of its data privacy and security policies and procedures that apply to County Data. Subject to reasonable notice, Contractor shall provide County an opportunity to conduct a privacy and security audit of Contractor’s Security Program and systems and procedures that are applicable to the Services provided by Contractor to County. Such audit may be conducted on-site by County personnel or County’s contracted third party assessors or through surveys and interviews, at the option of County. In the event that Contractor has any security audits or review of its own systems performed by Contractor or a third party, including vulnerability and penetration assessments, it will give County notice of any current findings that are likely to adversely impact County Data and will keep County timely informed of its remediation efforts. If the audit reveals any vulnerability, Contractor shall correct such vulnerability at its sole cost and expense and shall certify the same in writing to County. Contractor shall use best efforts to correct all vulnerabilities and provide County a report explaining corrective actions immediately but no later than within thirty (30) days of completion of the audit, unless County agrees in writing otherwise. Contractor’s failure to procure audits or to complete corrections in a timely manner will be a material breach of the Agreement.

9. Mobility and Transfer of Data. No Confidential Information, CPI, CPM or County Data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, “thumb drives,” DVDs, CDs, unless encrypted using an encryption methodology approved in writing by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form. Any physical removal or transfer of County Data from County’s or Contractor’s facilities shall be conducted only according to controls developed or approved by County.

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10. Security Certification. Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.

11. Segmentation. Contractor warrants that all County Data is maintained so as to preserve segmentation of County Data from data of others.

12. Controls. The County agrees that Contractor is solely responsible for all testing and auditing, including port scanning and penetration testing, of Contractor security controls. Contractor shall provide results of such testing as requested by the County.

13. Penetration Testing. Penetration testing of the Contractor’s architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current Contractor penetration testing vendor and shall use best efforts to remedy any issues identified immediately but no later than within thirty (30) days of reporting. At the County’s request Contractor will provide the final report to the County once it has been verified it does not contain information related to any other clients. Contractor’s failure to remedy and report the remedy in a timely manner will be a material breach of the Agreement. Additional penetration tests or the County specific penetration tests will be at the expense of the County and will be arranged through Contractor’s vendor for penetration testing.

14. Security Policies. Contractor’s security policy is posted [Insert URL] and is made up of the following documents:

- Acceptable Use Policy
- Access Control Policy
- Business Continuity Policy
- Data Destruction and Retention Policy
- Data Security Policy
- Disaster Recovery Policy
- Email Use Policy
- Encryption Policy
- Exception Request Policy
- Incident Management policy
- Internet Security Policy
- Mobile Device Policy
- Network Security Policy
- Password Policy
- Patch Management Policy
- Personnel Security and Termination Policy

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- Physical Security Policy
- Privacy Policy
- Physical Security Policy
- Server Security Policy
- Scanning and Security Policy
- Server Audit Policy
- Third Party Access Policy

15. Hosting Security Standards. The hosting security standards for the Contractor or Contractor’s Agent’s data center(s) (the “Data Center”) include:

- Physical Security
 1. Video cameras
 2. Motion sensors
 3. Fire sensors
 4. Locked doors with controlled access
 5. Manned reception area
 6. Visitor log

There are no external windows in the Data Center. In the Data Center, all physical equipment is owned or leased by Contractor and/or Contractor’s Agent and is subject to terms herein for all such hosting services including without limitation the secure management and monitoring of all components of the Services provided. Exterior perimeter walls, doors, windows and the main interior entry door to the raised floor environment are constructed of materials that afford UL rated ballistic protection. Vegetation and other objects within the Data Center are maintained such that an intruder would not be concealed.

Physical access mechanisms (e.g. access cards, biometric devices, man-traps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the Data Center. Portals and Tdar man-traps have been installed as an anti-tailgating measure in the Data Center lobby. All access into and out of the Data Center is through either a portal or Tdar man-trap. The portal/man-trap bypass doors are only to be used in the event an individual is unable to use the portal or. man-trap. Examples include handicap, phobia or other restrictions on a case-by-case basis. Tours and emergency Data Center security operations crews will be permitted to use the Portal bypass door, when necessary. All security systems have dedicated 24x7 UPS systems and standby emergency power support.

The Data Center incorporates video cameras, motion sensors, fire sensors, locked doors with controlled access, manned reception area, visitor log, and glass break sensors in the Data Center. There are no external windows in the Data Center. Video cameras are used in the front entrances, emergency exits, secure areas, main lobby, elevators, general employee areas, within the Data Center and monitoring the grounds and parking lots around the Data Center. Security monitoring is recorded to digital files with a 90 day retention. Tapes are rotated every 30 days and are stored offsite. Motion sensors are located on the

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roof and are armed 24x7. The Data Center utilizes on-site and remote monitoring centers and both are manned 24x7.

The Data Center requires a key-card for entry. Only three designated employees are permitted to open the door to accept shipments or greet visitors. The Data Center is staffed from 6 a.m. to 7 p.m. weekdays. Security guards patrol the building during unstaffed hours. Video cameras are positioned in the areas surrounding the Data Center. All visitors must sign in and be escorted at all times.

All persons requesting access into the Data Center must be positively identified. This process requires the requesting person to submit valid (unexpired) Government issued photographic ID at the desk and sign in and out of the Data Center. Visitors must be approved by Contractor’s personnel prior to arriving at the Data Center. The Data Center incorporates secure badges, secure visitor badges, and biometrics. All visits must be arranged in advanced, and all visitors are escorted at all times.

- Network Security
 1. Every connection to an external network is terminated at a firewall.
 2. Network devices are configured to prevent communications from unapproved networks.
 3. Network devices deny all access by default.
 4. Security patches are regularly reviewed and applied to network devices.
 5. Contractor follows a strict change management process which incorporates Change Advisory Board review and approvals.
 6. Communication through a network device is controlled at both the port and IP address level.
 7. There is a documented standard for the ports allowed through the network devices.
 8. Contractor prevents unauthorized devices from physically connecting to the internal network.
 9. There is an approval process to allow the implementation of extranet connections.
 10. There are regular scans for rogue wireless access points.
 11. Contractor manages a SIEM (Security Information and Event Management) tool to review any potential security, infrastructure and vulnerabilities.
 12. Contractor subscribes to Contractor’s Agent’s dedicated NIDS service and 24 x 7 incident response to monitor and respond to intrusion attempts.
 13. The Data Center is compliant with SOC-1 and SOC-2.

16. Backup. Contractor uses daily on-site backups that are transferred offsite weekly. On-site backups are in a secured tape library within the data center. The tapes travel to a secure facility in locked storage. All of the County Data will be contained in a distinct database that will follow the backup process set forth in the Agreement. Some systems are not backed up because they do not contain any useful data and the recovery process is to rebuild these systems.

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- Full backups of the County’s repositories are performed daily at 11:30 p.m. CT.
- Incremental backups are performed every hour.
- The backups are sent to tape every evening.
- Backup tapes are tracked in the Data Center where the backup takes place.
- Tapes are in locked containers before going offsite.
- The containers are tracked in the offsite facility and are stored for thirty (30) days.

17. Disaster Recovery. Contractor’s Disaster Recovery plan is structured in a recovery team format. This format increases the efficiency by allowing departments to be recovered concurrently. The plan provides critical recovery solutions, information and specific steps required to be followed by each team member to ensure successful recovery. Contractor has a Crisis Manager and leadership identified with responsibilities clearly assigned. Alternates for each critical team member are identified to be involved in the event that the team member is not available. The Disaster Recovery Plan is tested and updated at least annually or when major changes warrant updating. A report of each Disaster Recovery test is completed and any identified gaps and lessons learned are shared with leadership. Any major gaps are prioritized and mitigated where ever possible. At the County’s request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

Contractor also includes Business Continuity Plans (BCP) as part the annual testing efforts. This includes a full BCP tabletop exercise with leadership engagement. A report of the annual BCP test is generated and reviewed with leadership. Any gaps identified are prioritized by leadership and are assigned and mitigated where ever possible before the next BCP test if not before. At the County’s request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

18. County Data. The Contractor shall provide the County with all County Data upon termination or at any earlier time in the format reasonably requested by the County at no additional cost to the County. In addition, to the extent the County requests Transition Services, the Contractor will provide such Transition Services as provided below. The return of the County Data will either be provided once Transition Services are completed, or earlier, as requested by the County. The Contractor shall not destroy the County Data until such time as the County has confirmed successful access to the returned County Data.

18.1. “Transition Services” means those Services that are provided by Contractor to County at the time of expiration or termination of the Agreement, Service Order, SOW, or any other termination of Services, along with any new services that County may require to transfer County Data, and the affected Services to County or to any third party designated and authorized by County.

18.2. “Transition Services Period” means a period of six (6) months, or as otherwise described in the Agreement, Service Order or SOW, for the orderly transition of Services

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and transfer of any County Data to County or another service provider, beginning upon the expiration of the Agreement, Service Order, SOW, or other termination of Services.

18.3. “Transition Services Plan” is the written methodology and approach, including Deliverables and timelines that Contractor will use to deliver the Transition Services during the Transition Services Period.

18.4. Transition Services. In connection with the expiration or termination of the Agreement, any Service Order, or SOW, for any reason, and notwithstanding any dispute between the Parties, Contractor will provide Transition Services for the Transition Services Period, or as otherwise agreed upon between the Parties as follows: (i) Applicable Requirements and Access. At no additional cost Contractor will provide County and any designated Third Party Service Provider in writing, to the extent applicable, applicable standards, policies, operating procedures, and other Documentation relating to the affected Services; (ii) Development of Transition Services Plan. If requested by County, at Contractor’s expense, Contractor will assist County and its designated Third Party Service Provider in developing a Transition Services Plan; (iii) Comparable Fees. Contractor shall provide the Transition Services during the Transition Service Period at fees that are no greater than fees charged County for comparable services prior to termination or if comparable services were not performed for County prior to termination or expiration, then at fees no greater than the fees charged by Contractor to other similarly situated customers or fair market value, whichever amount is less; (iv) Post Transition Services Period. For up to three (3) months after the Transition Services Period, at no cost to County, Contractor will answer all reasonable and pertinent verbal or written questions from County regarding the Services on an “as needed” basis as agreed to by the Parties, and deliver to the County any County owned reports materials and information including without limitation any Confidential Information, CPI, CPM, and County Data that might still be in the possession of Contractor; and (v) Absolute Obligation. Contractor agrees that it has an absolute and unconditional obligation to provide County with Transition Services and Contractor’s quality and level of performance during the Transition Service Period will continue to adhere to all requirements of the Agreement.

19. Data Retention. Contractor may continue to keep or maintain any County Data obtained in the course of performance of the Services so long as the Agreement and the relevant Service Order or SOW remains in effect and such use shall not extend beyond the termination of the Agreement or the relevant Service Order or SOW except with respect to providing Transition Services, provided that Contractor will provide a copy of the County Data upon termination or expiration of the Agreement in accordance with Section XX or at any time requested by County.

20. Warranties.

20.1. Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash

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cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

20.2. Contractor warrants that (a) all Services and Deliverables will strictly comply, function and perform in accordance with the functional requirements and specifications of County or as otherwise identified in any and all specifications, criteria, requirements and documentation specified or referred to in the applicable Service Order(s) and/or SOW(s), (b) the Documentation, if any is to be provided, will be accurate, complete and sufficient in detail to enable the End Users to use all of the functionality of the Services and Deliverables without assistance from Contractor or any third party, (c) no information transferred through or stored in or on the Services or Deliverables, while in the possession or under the control of Contractor, will be subject to any loss of accuracy or integrity or corruption, and (d) all Services or Deliverables will comply, function and perform in accordance with all applicable laws and regulations. In the event that the County discovers that any Services or Deliverables do not conform to and perform in accordance with the specifications and requirements of the County, the County shall promptly notify Contractor in writing of such nonconformance, and Contractor shall, at Contractor’s sole cost and expense, promptly re-perform Services to modify such Services or Deliverable to make it conform, time being of the essence. In the event Contractor is unable to qualitatively and functionally re-perform the Services or correct a Deliverable within five (5) business days of County notice of the nonconforming Service or Deliverable, County may seek and obtain a refund for the defective Services or Deliverable. Contractor’s failure to properly remedy any failed warranty outlined above shall not preclude County from exercising any other remedies available to it under the Agreement or at law or equity.

20.3. Contractor represents and warrants that all third party materials required to operate and fully utilize the Services or Deliverables will be fully disclosed to the County and are commercially available to the County and unless otherwise identified in a Service Order or SOW, no additional license fee or other costs will be incurred by County for use of the Services. Contractor shall and hereby does assign and pass through to the County all warranties, representations and indemnities granted to Contractor by third parties in and with respect to such third party materials, or any component thereof, and all remedies for breach of such warranties, representations and indemnities.

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Attachment E - Information Security for On Premise Solutions ("County's Information Security Exhibit")

- 1. County Policies, Procurements & Requirements.** Contractor will perform Services in accordance with the Agreement and any County policies, procedures, and any requirements specifically provided to Contractor. If policies, procedures or standards are updated or changed, County will provide reasonable advance notice when feasible to Contractor. If Contractor is unable or unwilling to comply with the updated or changed County policies, procedures and requirements within thirty (30) days of notice of such update or change, the Agreement may be terminated for cause without a further period of time to cure. If Contractor performs Services through Contractor's Agent, Contractor shall ensure that such Contractor's Agent shall perform such Services in accordance with the terms of the Agreement, including any County provided policies, procedures and requirements.
- 2. Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).
- 3. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures ("**Security Program**") that complies with industry best practice and applicable Privacy Laws. Contractor's Security Program includes, at a minimum:

 - A.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
 - B.** A security design intended to prevent any compromise of Contractor's own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
 - C.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures with up-to-date virus definitions and security patches so as to avoid any adverse impact to County's systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor's networks and access codes; and
 - D.** All persons with authorized access to County Data must have a documented genuine need-to-know prior to access.
- 4. Training and Supervision.** Contractor conducts appropriate and reasonable background checks or other investigations of its job candidates or Contractor's Agents prior to such persons' employment or access to County Data. Contractor represents that it maintains adequate training and education programs to ensure that its employees and Contractor's

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Attachment E - Information Security for On Premise Solutions ("County's Information Security Exhibit")

Agents are aware of and adhere to its Security Program. Contractor shall exercise necessary and appropriate supervision over its employees and Contractor's Agents to maintain appropriate confidentiality and security of County Data.

- 5. Third Parties.** Contractor shall not share, transfer, disclose or otherwise provide access to any County Data, to any third party unless it is a Third Party Service Provider or Contractor's Agent and County has authorized Contractor to do so in writing. Contractor will ensure that any Contractor's Agent it may desire to perform any of the services required by its Agreement with County shall be obligated to have a Security Program equivalent to that required of the Contractor. Further, regarding any Data Incident, Contractor shall contractually preserve for County all such rights as County has above. Regarding audit rights, Contractor shall contractually preserve for County all such rights as County has in the section below. Contractor shall not share County Data with any other third party, without prior written approval, or if required, to comply with legal process, only after notice to County. Contractor shall only retain Contractor's Agents that are capable of performing the delegated obligations in accordance with the Agreement.
- 6. Source Code Protection.** Contractor will have in place and will maintain an industry standard security program which protects Contractor's source code from a compromise by Contractor's subcontractors or any other third party.
- 7. Audit.** County may conduct a security review of Contractor's Security Program when determined as reasonably required by County. Contractor will provide County copies of its data privacy and security policies and procedures that apply to County Data. Subject to reasonable notice, Contractor shall provide County an opportunity to conduct a privacy and security audit of Contractor's Security Program and systems and procedures that are applicable to the Services provided by Contractor to County. Such audit may be conducted on-site by County personnel or County's contracted third party assessors or through surveys and interviews, at the option of County. In the event that Contractor has any security audits or review of its own systems performed by Contractor or a third party, including vulnerability and penetration assessments, it will give County notice of any current findings that are likely to adversely impact County Data and will keep County timely informed of its remediation efforts. If the audit reveals any vulnerability, Contractor shall correct such vulnerability at its sole cost and expense and shall certify the same in writing to County. Contractor shall use best efforts to correct all vulnerabilities and provide County a report explaining corrective actions immediately but no later than within thirty (30) days of completion of the audit, unless County agrees in writing otherwise. Contractor's failure to procure audits or to complete corrections in a timely manner will be a material breach of the Agreement.

- 8. Security Certification.** Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.
- 9. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor’s client guide and/or Information Security Policy which have been provided to the County and are herewith included herein by this reference. The Contractor shall not modify its client guide and/or Information Security Policy absent the County’s express consent. In the event Contractor materially degrades the information security standard during any such modification, such degradation shall constitute a material breach by Contractor under the Agreement and this Information Security Exhibit. Contractor will comply with applicable U.S. laws and regulations concerning information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.
- 10. Controls.** The County agrees that Contractor is solely responsible for all testing and auditing, including port scanning and penetration testing, of Contractor security controls. Contractor shall provide results of such testing as requested by the County.
- 11. Penetration Testing.** Penetration testing of the Contractor’s architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current Contractor penetration testing vendor and shall use best efforts to remedy any issues identified immediately but no later than within thirty (30) days of reporting. At the County’s request Contractor will provide the final report to the County once it has been verified it does not contain information related to any other clients. Contractor’s failure to remedy and report the remedy in a timely manner will be a material breach of the Agreement. Additional penetration tests or the County specific penetration tests will be at the expense of the County and will be arranged through Contractor’s vendor for penetration testing.
- 12. Anti-Malware Warranty.** Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling

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Attachment E - Information Security for On Premise Solutions (“County’s Information Security Exhibit”)

device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

13. Mobility and Transfer of Data. No County data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, “thumb drives,” DVDs, CDs, unless encrypted using an encryption methodology approved in writing by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form. Any physical removal or transfer of County Data from County’s or Contractor’s facilities shall be conducted only according to controls developed or approved by County.

14. Security Policies. Contractor’s security policy is posted [Insert URL] and is made up of the following documents:

- Acceptable Use Policy
- Access Control Policy
- Business Continuity Policy
- Data Destruction and Retention Policy
- Data Security Policy
- Disaster Recovery Policy
- Email Use Policy
- Encryption Policy
- Exception Request Policy
- Incident Management policy
- Internet Security Policy
- Mobile Device Policy
- Network Security Policy
- Password Policy
- Patch Management Policy
- Personnel Security and Termination Policy
- Physical Security Policy

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Attachment E - Information Security for On Premise Solutions (“County’s Information Security Exhibit”)

- Privacy Policy
- Physical Security Policy
- Server Security Policy
- Scanning and Security Policy
- Server Audit Policy
- Third Party Access Policy

15. Disaster Recovery. Contractor’s Disaster Recovery plan is structured in a recovery team format. This format increases the efficiency by allowing departments to be recovered concurrently. The plan provides critical recovery solutions, information and specific steps required to be followed by each team member to ensure successful recovery. Contractor has a Crisis Manager and leadership identified with responsibilities clearly assigned. Alternates for each critical team member are identified to be involved in the event that the team member is not available. The Disaster Recovery Plan is tested and updated at least annually or when major changes warrant updating. A report of each Disaster Recovery test is completed, and any identified gaps and lessons learned are shared with leadership. Any major gaps are prioritized and mitigated wherever possible. At the County’s request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

Contractor Name: _____

Instructions:

Contractor shall complete and submit **Attachment F** with their RFP response submittal. Contractor shall answer Yes (“Y”) or No (“N”) for every functional requirement. If Contractor answers ‘N’ for any functional requirement, Contractor must enter an explanation in the ‘Comments’ section as to why the functional requirement cannot be met.

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
A. COMPLIANCE					
1. FCC Compliance / Data Privacy	The system is compliant with all federal, state, and local laws, statutes, ordinances, rules, regulations, and standards for data privacy and the Federal Communications Commission (FCC).	M			
2. ADA Compliance	The system is compliant with the Americans with Disability Act (ADA) and accessible to hard of hearing individuals.	M			
3. FBI CJIS and BCA MNJIS Compliance	The contractor and system is compliant with federal and state laws and regulations, including the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) and the Minnesota Bureau of Criminal Apprehension (BCA) Minnesota Justice Information Services (MNJIS).	M			
4. Minnesota Government Data Practices Act	The contractor and system is compliant with the Minnesota Government Data Practices Act.	M			
5. Payment Card Industry (PCI)	The contractor, system and devices are compliant with PCI Data Security Standard (DSS).	M			
B. INTEGRATION; INMATE INFORMATION & IDENTIFICATION					
6. Jail Management System Integration	The system provides an interface with the current Jail Management System (JMS) and capability to interface with future JMS and/or upgrades to be used to identify inmate information.	M			
7. Commissary and Vending System Integration	The system provides an interface and capability to interface with future proposed system and/or	M			

KEY: M = Mandatory P = Preferred Y = Yes No = No

RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	upgrades to be used to identify inmate account balances.				
8. Phone, video visitation, and tablet System Integration	The system provides an interface and capability to interface with future proposed system and/or upgrades to be used to identify inmate information.	M			
9. Offender Management System	The system must integrate/interface with the current and future Offender Management Systems to gather information, including housing and restrictions for the duration of the contract. The system currently being used is a county-developed system, which is scheduled to be replaced by a later date.	M			
C. GENERAL					
10.	The Services must include the provision of an accounting system to track inmate deposits and expenditures as described in this RFP.	M			
11.	The items to be offered must be approved by the ADC administrator or designee.	M			
D. ONSITE VENDING EQUIPMENT					
12.	The Contractor shall provide onsite vending equipment that meets, at a minimum, the following requirements:				
a.	Be furnished by the Contractor along with a current user manual for all equipment.	M			
b.	Be secured to walls as directed and approved by ADC administrator or designee.	M			
c.	Have a front door open display for vending that allows visual of product and optimizes security	P			
d.	Not display any product solicitations or advertisements.	M			
e.	Be new, clean, and regularly maintained.	P			

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RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
f.	Incorporate a cashless payment method that minimizes fraud and theft in a correctional environment.	M			
g.	Be durable and tamper resistant to endure a correctional environment.	M			
E. VENDING EQUIPMENT STOCKING REQUIREMENTS					
13.	The Contractor shall provide staff to complete, at a minimum, the following requirements:				
a.	Days and times of filling vending machines must be between the hours of 10:00 p.m. and 5:30 a.m. or as determined by the ADC administrator or designee.	M			
b.	All vending machines must be filled at a minimum of three (3) times per week or as determined by the ADC administrator or designee.	P			
c.	In the event there is heavy usage, the ADC administrator or designee will provide a pre-approved schedule of additional stocking hours.	P			
d.	The ADC administrator or designee shall approve the list of items to be stocked in all vending machines.	M			
e.	Provide training for the Contractor's on-site stocking employee(s) which includes basic repair of vending machines and order kiosks.	M			
F. ON-SITE CONTRACTOR OPERATED COMMISSARY REQUIREMENTS					
14.	The Contractor must meet, at a minimum, the following requirements related to kiosk ordering:				
a.	Orders must be filled out by inmates through electronic forms on kiosks and compatible with tablets provided in the housing units. Order forms are to be electronically processed	M			

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No = No

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ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	and funds immediately electronically deducted from the inmate's trust account. The inmate must be given immediate notice of remaining trust account balance.				
b.	Individual inmate orders must be delivered in individually labeled paper bags (no staples allowed). There must be two (2) copies of the order receipt within the bag. Receipts must contain, at a minimum, the following information: i. Inmate name and identification number ii. Inmate pod and cell number iii. Items and quantities ordered iv. Prices per item and total dollar amount of the order	M			
c.	Commissary orders must be on location and available for delivery by the next scheduled Contractor commissary service visit.	M			
d.	Food and beverage products offered must be of nationally known or popular brand names and be approved by the ADC administrator or designee.	M			
e.	Prior to the commencement of Services, the successful Contractor and the ADC administrator or designee must meet and agree on the commissary service schedule and on items to be carried on the commissary list. After the initial approval, no new items are to be offered without the written permission of the ADC administrator or designee. The successful Contractor is to keep the ADC administrator or designee apprised of new or improved available products.	M			

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RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
f.	The specific items to be offered for purchase and the pricing for each are set by the Contractor with approval of the ADC administrator or designee. Items and pricing must be appropriate for the inmate population being served.	M			
g.	On an annual basis, the Contractor must compile and provide to the County a list of all items available for purchase by inmates including name, description, price, and a photograph of the actual item. This list shall be updated and redistributed after any change to the list. This list shall be provided if requested by the administrator or designee.	M			
h.	No products shall contain alcohol or jalapenos peppers (except when peppers or pepper flavoring is used in dehydrated foods or snack foods).	M			
i.	Food items must be wrapped/packaged and dated for individual consumption. All dated items must be removed from stock when the expiration date has passed. If an expired food item remains available to inmates or is delivered past the expiration date in error, the Contractor will be required to replace the item(s) with fresh stock within 24 hours of notification at no additional expense to the County or inmates. If expired item(s) are not replaced within the 24-hour time frame, the inmate's account is to be credited the full amount of the expired item(s). Recurring delivery of products that are past the expiration date will be cause for contract termination.	M			

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No = No

RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
j.	Inventory must be kept at a level to prevent backorders. The Contractor must provide a method of handling restocking and repayment of returned orders for those that were ordered by an inmate who was released prior to receiving their order.	M			
k.	All housing unit shall contain at least one (1) commissary ordering kiosks. The amount of kiosks in each unit will be determined by the ADC administrator or designee.	M			
l.	Contractor is responsible for integration with the County's inmate communication (ie; phone, video visiting, and tablet) provider allowing inmate commissary funds to be used for the purchase of inmate communication time. Contractor is responsible for providing mechanism for the purchase and refund of inmate communication time. The transactions shall be allowed through the communication system and the commissary kiosk, this shall be an automated process. The transactions shall require the inmate to use a personal identification number. The integration shall be at no cost to the County.	M			
m.	The Contractor will not receive compensation nor will it charge the County for any transaction relating to the purchase of inmate communications system services by inmates.	M			
n.	The Contractor shall provide the County with all commissary kiosks.	M			
G. COMMISSARY ORDERING KIOSK REQUIREMENTS					
15.	The inmate commissary ordering kiosks, at a minimum, shall meet the following requirements:				

KEY: M = Mandatory P = Preferred Y = Yes

No = No

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ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
a.	Be navigable via touch screen with no external peripheral devices.	M			
b.	Be housed within a secure housing that is durable, tamper resistant, and can stand up to a correctional environment.	M			
c.	Have the option for all text displayed on the kiosk screens to be displayed in multiple languages, including, but not limited to, English, Spanish, Hmong, and Arabic with ability to add other languages in the future.	P			
d.	Require users to enter an individual password or personal identification number that can be set or reset by the ADC administrator or designee to prevent fraudulent use.	M			
e.	Have the option to require the inmate to accept a customized statement or policy before using other features and require users to accept the statement or policy again if their account is active longer than a set period of time to be determined by the ADC administrator or designee. This acceptance must be logged and reported in a searchable document to track inmates who did or did not accept the statement.	M			
f.	Have the option for inmates to register for classes offered within the ADC with the ability for the ADC administrator or designee to view, manage, edit, store, export, and print the class registration lists remotely.	M			
g.	Have the option for inmates to complete a required admission medical screening questionnaire that can be securely stored, viewed, and printed by ADC staff as well as healthcare staff in compliance with HIPAA	M			

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No = No

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ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	and other state and federal law, if applicable. The form must be customizable with electronic signature pads as required by the ADC administrator or designee.				
h.	Have the option to allow the inmate to read customized documents and announcements such as the inmate rulebook, or other policies and procedures as required by the ADC administrator or designee.	M			
i.	Have the option for inmates to view customized video or other documents related to inmate orientation as required by the ADC administrator or designee.	P			
j.	Have the option to allow inmates that do not have access to a fixed wall kiosk, the ability to place an order from their cell.	P			
H. BOOKING DEPOSIT AND ACCOUNTING KIOSK REQUIREMENTS					
16.	The booking kiosk, at a minimum, shall:				
a.	Include a cash deposit lockbox with a capacity of at least one thousand (1,000) deposited bills.	M			
b.	Provide an online money count option to assist in the counting of each cash lockbox.	M			
c.	Have the ability to reconcile money from inmate accounts and cash lockboxes.	M			
I. TRUST FUND ACCOUNTING SYSTEM REQUIREMENTS					
17.	The trust fund accounting system, at a minimum, shall:				
a.	Track, at a minimum, the following information: i. Account number/inmate identification number/booking number ii. Inmate status i.e. pretrial, sentenced,	M			

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No = No

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	Immigration and Customs Enforcement, Federal Bureau of Prisons, Minnesota Department of Corrections, etc. iii. Inmate name iv. Inmate birth date v. Deposit amounts vi. Withdrawals i.e. checks, cash, and bail withdrawals vii. Fees viii. Voids - need to accommodate positive pay system ix. Credits x. Comments - to appear on an account history print out xi. Transaction dates and times xii. Name/badge number of the employee entering the transaction xiii. Purchase limits and transfer restrictions				
b.	Each voided check, card, or record must have the option for the user to electronically comment or describe the reason for the void.	M			
c.	Have the capability to cancel a check or card that has been issued, but not cashed or used.	M			
d.	Require a personal user ID and password for each user to access the system.	M			
e.	Have direct access for the County to add or remove users to the system and change information as necessary.	M			
f.	Have a method for generating deposit and withdrawal receipts. A receipt shall be generated for each deposit transaction and ADC employees must have the ability to also print a receipt from a personal computer.	M			

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No = No

RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
g.	Include one (1) visitor lobby kiosk for depositing cash funds that generates a receipt at the visitor lobby kiosk that includes, at a minimum, the following information: i. Inmate's full name ii. Amount of deposit iii. Date and time of deposit	M			
h.	Allow all deposits made via the visitor lobby kiosk to be without any convenience or transaction fee charged to the user or County.	M			
i.	Include one (1) staff property room kiosk and one (1) booking kiosk that generate a receipt that includes, at a minimum, the following information: i. Inmate's full name ii. Inmate's identification number iii. Amount of deposit iv. Date and time of deposit v. Transaction number vi. Account balance	M			
j.	Provide a method for tracking inmates who are indebted to the County. The System must allow for collected funds to be applied to debts automatically either by priority, percentage, or both as defined by the ADC administrator or designee.	M			
k.	Include a check printing function, at least two (2) check printers, and appropriate software that is compatible with the County's banking system to allow issuance of checks, including checks to inmates, the Sheriff's Office, and to outside entities.	M			
l.	The Contractor shall be responsible for providing the paper for the receipts, and the	M			

KEY: M = Mandatory P = Preferred Y = Yes

No = No

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ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	check stock at no additional cost to the county.				
m.	Provide Automatic Checkbook Reconciliation that includes, at a minimum, the following: i. A list of deposits ii. Ability to reconcile deposits processed by the bank iii. Module tracking of each check written or card issued iv. Provide a daily list of all outstanding checks or debit cards at any given time including balances and account numbers	M			
n.	Ability to process miscellaneous bank charges.	M			
o.	Interface to allow a designated user to enter a bank statement balance, cleared checks, debit cards, deposits, and adjustments to reconcile the software bank account at the end of an indicated time period.	M			
p.	Provide a Positive Pay capability in which a check-issue file can be extracted from the software including check number, account number, issue date, dollar amount, and payee. The file must be compatible to be uploaded into U.S. Bank Commercial Positive Pay in order to prevent fraud.	M			
q.	Automatically switch an inmate to indigent status when the inmate has less than \$1.00 in the inmate's account for ten (10) days then automatically switches the inmate out of indigent status when funds are deposited in an inmate's account.	M			

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No = No

RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
r.	Apply an allocation rule as to the number of each Indigent Item an inmate can receive during a given time period.	M			
s.	Allow users to create checks or debit cards for inmates being transferred or released from the facility.	M			
J. FRAUD PREVENTION AND SECURITY REQUIREMENTS					
18.	The vending, commissary, and inmate trust accounting system, at a minimum, shall:				
a.	Have safeguards to prevent fraud or other crimes related to unauthorized or malicious use of the system.	M			
b.	Have the ability to be programmed for auto shut-off at times designated by the ADC administrator or designee.	M			
c.	Allow ADC staff to manually shut down the system facility-wide or within individual housing units. This includes the ability to shut down individual vending machines or kiosks without shutting down the entire facility-wide system.	M			
d.	Be password protected to permit only appropriate facility personnel access to the system.	M			
e.	Allow for a discipline function that allows features to be turned off and on for individual inmates or housing units.	M			
K. OTHER SYSTEM REQUIREMENTS					
19.	The system shall allow for an internal inmate messaging system (inmate kites) to connect those in custody with specific staff members. The system will also allow inmates to sign up for classes that are offered within the ADC.	M			

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No = No

RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT F – COMMISSARY SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
20.	The system shall allow for an internal grievance and electronic grievance appeal system.	M			

RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT G – INDIGENT ITEMS AND PRICING LIST

Contractor Name: _____

Instructions:

Select personal hygiene items, writing, and mailing supplies (collectively referred to as “Indigent Items”) must be provided at no cost to eligible inmates. Indigent Items will be paid for by the county. Eligibility is determined by the Adult Detention Center administrator or designee. **Contractors shall complete the unit cost per each item listed below.**

Item #	Description	Unit Cost
1.	Clear deodorant, .05 ounce	
2.	Clear tube toothpaste, 0.85 ounce	
3.	Toothbrush, 4 inch	
4.	Postcard with postage included	
5.	Envelope with postage included	

**RFP-SHRF-23668 INMATE COMMISSARY SERVICES
ATTACHMENT H- NOTICE OF ACCEPTANCE**

TO: Contractor Name

Contractor Address #1

Contractor Address #2

FROM: Ramsey County Sheriff's Office

Department Address #1

Department Address #2

REFERENCE: xxxx Agreement dated xxx, 20xx

This notice represents our full and final acceptance of the services and/or deliverables listed below. Payment shall be made for these services and/or deliverables per to the terms of the above referenced Agreement.

<u>Task /Milestone#</u>	<u>Description</u>	<u>Services/Deliverables</u>
-------------------------	--------------------	------------------------------

By: _____
Name: _____
Title: _____
Date: _____



Solicitation Attachments

INMATE COMMISSARY SERVICES

RFP-SHRF-23668

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Attachment I - Responder Declarations

The undersigned certifies, to the best of their knowledge and belief, that:

- a. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law.
- b. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- c. **Non-Collusion Certification.** 1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and, 2. The contents of the Response have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the appropriate authorities for investigation and appropriate action.
- d. **Conflict of Interest.** Contractor certifies there are no actual, potential, or perceived conflicts of interest regarding this RFP or in submission of their proposal; or alternatively, a statement has been included in the response explaining any conflict of interest and how to avoid, mitigate or neutralize the conflict.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Contractor Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

Email Address: _____

Attachment J - Contractor Information Form

Ramsey County requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response may result in rejection of the Contractor's solicitation response.

Company Information:

1. Contractor Name: _____
2. Name of CEO(s), Company President(s), or Executive Director(s):

3. Telephone Number: _____
4. Email Address: _____
5. Address: _____
6. City: _____
7. State: _____
8. Zip Code: _____
9. If your company is a Certified Small Business Enterprise please list your certification number:

10. If your company is a Veteran Small Business Enterprise please list your certification number:

Solicitation Response Contact:

1. Name: _____
2. Telephone Number: _____
3. Email Address: _____
4. Address: _____
5. City: _____
6. State: _____
7. Zip Code: _____

Attachment K - Contractor Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: _____

Signature of Certifying Official: _____

Print Name: _____

Title: _____

Date: _____

Attachment L - Contractor Reference Form

Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation. Emphasis should be given to providing references that are governmental organizations of similar size to the County that you have provided services to in the past 5 years. The County may request additional references from Responder.

1. First Reference

- Company Name: _____
- Contact Name and Title: _____
- Telephone Number: _____
- Email Address: _____
- Description of Work Completed:

2. Second Reference

- Company Name: _____
- Contact Name and Title: _____
- Telephone Number: _____
- Email Address: _____
- Description of Work Completed:

3. Third Reference

- Company Name: _____
- Contact Name and Title: _____
- Telephone Number: _____
- Email Address: _____
- Description of Work Completed:

Attachment M - Exceptions to Terms and Conditions Form

Any exceptions to the Attachments, Exhibits, Contract Terms, or Solicitation Terms of this solicitation document, will be submitted by the Responder as part of their proposal response. Responder will include contract term and reference with their alternative language. The County has no obligation to accept or agree to any such exceptions requested by the Responder in the resulting Agreement. If the Responder does not have any exceptions, a statement must be provided. If the Responder does not include this form, this will indicate that there are no exceptions.

Instructions

List all exceptions to County terms and conditions, attachments and exhibits (including those found in the attached sample contract, if any). Reference the actual number of the County’s term and condition and the page number for which an exception(s) is being taken. If no exceptions exist, state “NONE” specifically on the form below. (Add additional pages if necessary.)

Term and condition number/provision and page #	Explanation of exception



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Exhibit 1 - General Contract/Agreement Terms and Conditions

1.1. Contract Term and Schedule

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

1.2. Payment

1.2.1.

No payment will be made until the invoice has been approved by the County.

1.2.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

1.3. Application for Payments

1.3.1.

The Contractor shall submit an invoice as mutually agreed upon by Contractor and the County.

1.3.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

1.3.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

1.3.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

1.3.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

1.3.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for

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an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

1.4. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

1.5. Successors, Subcontracting and Assignment

1.5.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

1.5.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

1.5.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

1.6. Compliance With Legal Requirements

1.6.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

1.6.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

1.7. Data Practices

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1.7.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

1.7.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

1.8. Security**1.8.1.**

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

1.8.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non - permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

1.8.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

1.8.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

1.8.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

1.9. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

1.10. Contractor's Insurance**1.10.1.**

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

1.10.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County

contracting department evidencing such coverage to the County throughout the term of this Agreement.

1.10.3.

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Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability.

1.10.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

1.10.4. Workers' Compensation

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

1.10.5.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

1.10.6.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

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1.10.7.

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

1.10.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

1.10.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

1.10.10.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

1.10.11.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

1.10.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

1.10.13.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

1.11. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

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1.12. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County: TBD

Contractor: TBD

1.13. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms

of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

1.14. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

1.15. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

1.16. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is

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defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

1.17. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

1.18. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

1.19. Termination

1.19.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

1.19.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

1.19.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

1.20. Interpretation of Agreement; Venue

1.20.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

1.20.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

1.21. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

1.22. Infringement

1.22.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

1.22.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or

documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

1.23. Ramsey County Cooperative Contract

The resulting contract will be a Ramsey County Cooperative Contract available to all Ramsey County departments.

1.24. Cooperative Purchasing

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

1.25. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

1.25.1.

Contracts and subcontracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

1.25.2.

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

1.25.3.

Debarment and Suspension (Executive Orders 12549 and 12689)--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

1.25.4.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research

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work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

1.25.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

1.26. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

1.27. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

1.28. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

1.29. Special Contract Terms and Conditions

1.29.1. Payment Card Industry Compliance

Contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor shall provide a current copy of the attestation of compliance (AOC) and shall provide annually. All Point of Interaction (POI) devices must meet the Payment Card Industry (PCI) PIN Transaction Security (PTS) requirements and be included in the PCI PIN transaction devices list. In order for these devices to transmit cardholder data on the Ramsey County network these devices must meet the PCI Point-To-Point Encryption (P2PE) standards

1.29.2. Contractor's Personnel

Contractor shall ensure that during the term of the resulting Agreement, it has adequate staff of competent personnel to perform the services and provide the Deliverables set forth in the Agreement. The County may, at any time, request in writing, the withdrawal or replacement of any personnel assigned to an SOW and such request shall not be unreasonably refused by the Contractor. The Contractor shall not replace or withdraw any personnel assigned to the Agreement without prior written consent of the County.

1.29.3. Identity of Subcontractors

The identity of all subcontractors who will work on the Project shall be disclosed in the Contractor's Proposal. If during the performance of the resulting Agreement, the Contractor intends to enter into any further subcontracts it shall only be with the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary.

1.29.4. Prison Rape Elimination Act (PREA)

Contractor and staff will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 et seq.), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" the county will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and county PREA policies may result in termination of the Agreement.

1.29.5. CJIS Requirements

The County has electronic access to state and federal databases containing unencrypted and confidential Criminal Justice Information ("CJI"). These databases are managed by the Minnesota Bureau of Criminal Apprehension ("BCA") which requires that anyone who could have 'logical and physical access to CJI' must submit to a fingerprint-based record check ("Covered Individuals"). This includes not only those who actually have authorization to access CJI from their desktop computers, but also includes those who receive the CJI for any reason and those who do not receive CJI but are or could be in the general physical proximity of those who do receive it. This includes both a Contractor's employees and sub-contractors.

Covered Individuals must contact the BCA at BCACJISSATScreening@state.mn.us to complete the vendor screening program. Covered Individuals must complete the program and obtain approval prior to accessing any CJIS data under the resulting Agreement.

Upon receipt of the record checks, the County will evaluate them to determine, in the County's sole discretion, whether the individual may provide services to the County pursuant to the resulting agreement. The County may require Covered Individuals to submit to a background check every five years

Additionally, Contractor and all applicable employees and/or subcontractors must be in compliance with all applicable data security rules and regulations. Contractor must maintain an overall understanding and provide the current level of compliance with Federal Bureau of Investigation's Criminal Justice Information Services (FBI CJIS) Security Policy 5.4, and related security policy(ies) or its successor version(s), including the *CJIS Security Addendum*, **Exhibit 4** and the *CJIS Security Addendum Certification*, **Exhibit 3** as well as the Minnesota Bureau of Criminal Apprehension's Minnesota Justice Information Services (BCA MNJIS) security requirements outlined in FBI CJIS requirements document(s) and BCA Security Policy 5050, or its successor version(s). **Exhibit 3** and **Exhibit 4** are attached and made a part of this RFP.

1.29.6. HIPAA Compliance

a.) The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

b.) Because the Contractor's function or service, described in **RFP Section 4, Scope of Services**, will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County, the County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under the resulting contract (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and made a part of this RFP as **Exhibit 5**, and the parties further agree that the electronic approval of the resulting contract also constitutes approval of the BAA.

Exhibit 2 - Contracting for Equity

1.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

1.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to

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become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

1.3. Equal Employment Opportunity and Civil Rights

1.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

1.3.2.

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

1.3.3.

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

1.3.3.1.

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

1.3.3.2.

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

1.3.3.3.

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

1.4. Diverse Workforce Inclusion Resources

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For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the websites below:

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

Exhibit 3 - CJIS Security Addendum

This Security Addendum is an agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Sheriff's Office and [contractor name]. This Security Addendum is in support of a contract between the Contracting Government Agency and the Contractor for the provision of services that require compliance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems Security Policy (CJIS Security Policy).

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.0 Definitions.

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor- a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.03 Contract – the primary agreement between the CGA and the Contractor for the provision of services.

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2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgement of such receipt and the contents of the Security Addendum. The signed acknowledgements shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see CJIS Security Policy glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and the Contractor.

4.02 Security violations can justify termination of the Contract between the CGA and the Contractor.

4.03 Upon notification, the CSO and FBI reserve the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend, or terminate access and services, including telecommunications links. The CSO will provide the CGA with timely written notice of any action taken. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the CSO or FBI by the CGA. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit.

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum or the Contract.

6.00 Scope and Authority.

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

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6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; (4) Title 28, Code of Federal Regulations, Part 20; and (5) the Contract. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the Contract which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the Contract without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 23606

[Vendor Name]

[Agency Name]

Signature of officer

Signature

Printed Name & Title

Printed Name & Title

Date

Date

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Exhibit 4 - CJIS Security Addendum Certification

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than the execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative Date

Organization and Title of Contractor Representative

Exhibit 5 - Business Associate Agreement

This Business Associate Agreement ("BA Agreement") is referenced by and incorporated within Agreement # _____ (the "Service Agreement") between Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Community Human Services Department, 160 E. Kellogg Blvd, St. Paul, MN 55101 AND/OR the St. Paul-Ramsey County Department of Public Health, 555 Cedar St., St. Paul, MN 55101 ("Covered Entity") and _____ ("Business Associate") (each a "Party" and collectively the "Parties").

Recitals

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA") and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. Ramsey County is a Covered Entity that is a Hybrid Entity as defined at 45 C.F.R. § 164.105.
- C. The Service Agreement identifies certain program areas/units of Covered Entity that are included in Covered Entity's Health Care Component and in need of Business Associate's services;
- D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BA Agreement.

NOW, THEREFORE, intending to be legally bound, the Parties agree as follows:

- 1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
 - (a) "Business Associate" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
 - (b) "Covered Entity" shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).

- (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.

2. **Representations, Acknowledgements, & Satisfactory Assurances of Business**

Associate. Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Service Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Service Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.

3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:

- (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
- (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
- (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
- (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
- (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of

electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.

- (f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.
- (g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:
 - (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and
 - (2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and
 - (3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.
- (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules at 45 C.F.R. Part 164.402 excludes the following circumstances and therefore Breach notice requirements do not apply:
 - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
 - (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such

information.

- (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.
- (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
- (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
- (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.
- (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
- (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

- (a) the applicable notice of privacy practices that Covered Entity produces in

accordance with 45 C.F.R § 164.520 and material changes to such notice over time;

- (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
- (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Defense, Indemnification and Hold Harmless.** The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. **Term and Termination.**

- (a) Term. The Term of this BA Agreement shall be effective as of the Effective Date listed below, and shall continue until terminated as provided herein.
- (b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Service Agreement.
- (c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.
- (d) Upon Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that

it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.

- (2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.
8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.
9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the following addresses:

if to Covered Entity, addressed to:

Karen Saltis
Privacy Officer
Ramsey County Community Human Services Dept.
160 E. Kellogg Blvd., Rm. 9305
St. Paul, MN 55101

OR

Chris Bogut
Privacy Officer
St. Paul-Ramsey County Department of Public Health
555 Cedar St.
St. Paul, MN 55101

if to Business Associate, addressed to:

Name

Title

Address

City, State, Zip

or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings.** The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Faxed signatures shall be treated as effective as original signatures.
13. **No Third Party Beneficiaries.** Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the

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Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

14. **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby.** This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver.** The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns.** This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement.** This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement.** Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Service Agreement.
20. **Interpretation.** A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

WHEREFORE, this BA Agreement is duly approved as of the date of the Service Agreement.