

**CONTRACT DOCUMENTS**

**LANCASTER COUNTY  
NEBRASKA**

**County Corrections Commissary Services  
RFP # 21-079**

**Keefe Commissary Network  
13870 Corporate Woods Trail  
Bridgeton, MO 63044  
314-264-2905**

**LANCASTER COUNTY  
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between **Keefe Commissary Network, 13870 Corporate Woods Trail, Bridgeton, MO 63044**, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

**COMMISSARY & PHONE /VISITATION SERVICES RFP 21-079**

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

**Agreement to full proposal for Commissary Services**

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

**The County will pay for no products/services associated with this contract. Contractor agrees to pay commissions and charge inmates for products/services as outlined in the Revenue Proposal – Commissary Only document, a copy thereof being attached to and made a part of this Contract.**

3. Equal Employment Opportunity: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination: This Contract may be terminated by the following:
  - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
  - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
    - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
    - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
    - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Period of Performance: The work included in this Contract shall begin on June 4, 2021 or as soon as possible from date of executed contract. The completion shall be June 3, 2025 with an option for one (1) additional four (4) year term upon mutual consent of both parties. The County reserves the right to extend the contract beyond each term upon written approval by both parties.
8. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. Notwithstanding anything contrary to the Contract Terms, the attached documents comprise the Contract, and consist of the following:
  1. Contract Terms
  2. Keefe Commissary Proposal
  3. Supplier Response
  4. Revenue Proposal – Commissary Only
  5. RFP Document
  6. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: [lincoln.ne.gov](http://lincoln.ne.gov) - Keyword: Bid - Awarded or Closed bids.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signature on:

Vendor Signature Page  
Lancaster County Signature Page

Vendor Signature Page

CONTRACT  
COMMISSARY SERVICES  
RFP # 21-079  
Lancaster County  
Keefe Commissary Services

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

*A SZ*

Seal

Secretary

Keefe Commissary Network, LLC

Name of Corporation

10880 LinPage Place, St. Louis, MO 63132

Address

By:

Duly Authorized Official

President

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By:

Member

By:

Member

IF AN INDIVIDUAL:

Name

Address

Signature

**Lancaster County Signature Page**

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**CONTRACT  
COMMISSARY SERVICES  
RFP # 21-079  
Lancaster County  
Keefe Commissary Services**

**EXECUTION BY LANCASTER COUNTY, NEBRASKA**

Contract Approved as to Form:

The Board of County Commissioners of  
Lancaster, Nebraska

\_\_\_\_\_  
Deputy Lancaster County Attorney

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

dated \_\_\_\_\_

## INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln    Lancaster County    Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9. This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

### **Insurance; Coverage Information**

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

### **Certificates**

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

**1. Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

**1.1 Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

**1.2 Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

**1.3 Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

**1.4 Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.



**1.5 Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment, materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

**1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights**

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

**1.6 Pollution Liability**

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up revenues, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment revenues, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

**1.7 Errors and Omissions; Professional Liability**

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange

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for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

**1.8 Railroad Contractual Liability Insurance**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

**1.8.1 Railroad Protective Liability**

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work

related to the Contract.

**1.9 Cyber Insurance**

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification revenues and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

**2. Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

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8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

## EXHIBIT 1

If your company meets the minimum requirements as listed in this RFP under Section **(I)(F) ESSENTIAL QUALIFICATIONS AND EXPERIENCE**, then please complete this form and include in the electronic response as indicated. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the "ESSENTIAL QUALIFICATIONS AND EXPERIENCE" requirements as outlined. I declare that our company, \_\_\_\_\_ meets all said requirements in the capacity of the Company and not through the experience of our sub-contractors or staffs' experience acquired through previous employment at other companies.

\_\_\_\_\_ was identified as the Contractor/Provider contractually responsible in contract agreements performing all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section **(IV)(B)(2) for EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.

\_\_\_\_\_  
Authorized Company Representative

\_\_\_\_\_  
Date

Lancaster County Corrections Commissary and Phone/Visitation Services  
Lancaster County RFP 21-079

**REVENUE PROPOSAL – COMMISSARY ONLY**

**VENDORS MUST ATTACH THE DEPOSIT FEE STRUCTURE SHEET AND DEBIT CARD FEE SHEET  
TO THIS DOCUMENT FOR COMMISSARY SERVICES**

FIRM NAME: Keefe Commissary Network

Vendors must complete this form, and the other two listed above, in its entirety and attach as a separate PDF from the written proposal in the **Other Response Attachment** section under the **Response Attachment** tab of the Ebid response.

DO NOT ATTACH THIS DOCUMENT OR OTHER REVENUE DOCUMENTS IN THE SAME FILE AS THE WRITTEN PROPOSAL.

TOTAL REVENUE FOR COMMISSARY SERVICES OVER THE INITIAL TERM OF THE CONTRACT

REVENUE/COMMISSION AMOUNT YEAR 1 -	\$ <u>200,000</u>
REVENUE/COMMISSION AMOUNT YEAR 1 -	\$ <u>200,000</u>
REVENUE/COMMISSION AMOUNT YEAR 1 -	\$ <u>200,000</u>
REVENUE/COMMISSION AMOUNT YEAR 1 -	\$ <u>200,000</u>
Total Revenue Commissary Services – 4 years	\$ <u>800,000</u>

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Information to be included in the table above will be based on all products, services and tasks as described in the RFP document for Commissary Services.

Vendors shall provide the Deposit Fee Structure for each of the categories in the attached sheet and attach the document to this Revenue Proposal as instructed.

Vendors shall provide the Debit Card Fees for each of the categories in the attached sheet and attach the document to this Revenue Proposal as instructed.

The points to be awarded for revenue is 250. The total amount of revenue over the 4 year term for Commissary services will be added to the revenue for the phone/visitation services partner. The amount of the fees under the maximum allowable amount will also be taken into consideration for the revenue scoring.

Failure to complete this form and the other two attached sheets may result in rejection of proposal.



Lancaster County Corrections Commissary and Phone Visitation  
Services Lancaster County RFP 21-079

**REVENUE PROPOSAL – COMMISSARY ONLY**

FIRM NAME: Keefe Commissary Network

The revenue proposed is based on the following:

Actual commissary and vending sales (CY 2020): **\$547,704**

PLUS

Projected additional sales from increase in inmate population with access to vending: **\$268,785**

**TOTAL PROJECTED ANNUAL REVENUE: \$816,489**

*Note: The annual guarantee stated on the Revenue Proposal form is contingent upon the implementation of the additional vending machines and expected increase in the inmate population with access to vending machines.*



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Lancaster County Corrections Commissary and Phone Visitation  
Services Lancaster County RFP 21-079

**REVENUE PROPOSAL – COMMISSARY ONLY**

FIRM NAME: Keefe Commissary Network

**COMMISSION FOR COMMISSARY SERVICES OVER THE INITIAL TERM OF THE CONTRACT**

COMMISSION % YEAR 1	<u>30%</u>
COMMISSION % YEAR 1	<u>30%</u>
COMMISSION % YEAR 1	<u>30%</u>
COMMISSION % YEAR 1	<u>30%</u>



**RFP No. 21-079 Commissary Services  
Deposit Fee Structure**

**COMPANY NAME: Keefe Commissary Network**

	Credit/Debit Deposits Via Website	Credit/Debit Deposits Via Phone	Credit/Debit Deposits Via Lobby Kiosk	Cash Deposits Via Lobby Kiosk
\$0.01-\$19.99	\$2.95	\$3.95	\$2.00	\$2.00
\$20.00-\$99.99	\$5.95	\$6.95	\$2.00	\$2.00
\$100-\$199.99	\$7.95	\$8.95	\$2.00	\$2.00
\$200-\$300	\$9.95	\$10.95	\$2.00	\$2.00
\$300.01-\$400	\$11.05	\$11.05	\$2.00	\$2.00
\$400.01-\$500	\$13.95	\$13.95	\$2.00	\$2.00
\$500.01-\$600	5%	n/a	\$3.25	\$3.25
\$600.01-\$700	5%	n/a	\$3.90	\$3.90
\$700.01-\$800	5%	n/a	\$4.55	\$4.55
\$800.01-\$900	5%	n/a	n/a	\$5.20
\$900.01-\$1000	5%	n/a	n/a	\$5.85
\$1000.01-\$1100	5%	n/a	n/a	\$6.50
\$1100.01-\$1200	5%	n/a	n/a	\$7.15
\$1200.01-\$1300	5%	n/a	n/a	\$7.80
\$1300.01-\$1400	5%	n/a	n/a	\$8.45
\$1400.01-\$1500	5%	n/a	n/a	\$9.10
\$1500.01-\$1600	5%	n/a	n/a	\$9.75
\$1600.01-\$1700	5%	n/a	n/a	\$10.40
\$1700.01-\$1800	5%	n/a	n/a	\$11.05
\$1800.01-\$1900	5%	n/a	n/a	\$11.70
\$1900.01-\$2000	5%	n/a	n/a	\$12.35
\$2000.01-\$2100	5%	n/a	n/a	\$13.00
\$2100.01-\$2200	5%	n/a	n/a	\$13.65
\$2200.01-\$2300	5%	n/a	n/a	\$14.30
\$2300.01-\$2400	5%	n/a	n/a	\$14.95
\$2400.01-\$2500	5%	n/a	n/a	\$15.60
\$2500.01-\$2600	n/a	n/a	n/a	\$16.25
\$2600.01-\$2700	n/a	n/a	n/a	\$16.90
\$2700.01-\$2800	n/a	n/a	n/a	\$17.55
\$2800.01-\$2900	n/a	n/a	n/a	\$18.20
\$2900.01-\$3000	n/a	n/a	n/a	\$18.85

**Attach this document to Revenue Proposal File and attach to Ebid as required**

# COMMISSARY SERVICES- DEBIT CARD FEES

RFP 21-079

COMPANY NAME: Keefe Commissary Network

Maintenance Fee (every 30 days) (Fee begins 15 days after validation and every 30 days thereafter)	\$3.95
Card Replacement Fee	\$0.00
Inactivity Fee (After 100 days of no activation) (Fee begins after 100 days of inactivity and then every 30 days thereafter)	\$3.95
ATM Withdrawal (per transaction)	\$2.95
ATM Decline (per transaction)	\$2.95
ATM Balance Inquiry (per inquiry)	\$1.50

Attach this document to Revenue Proposal File and attach to Ebid as required



Lancaster County Corrections Commissary and Phone Visitation  
 Services Lancaster County RFP 21-079

**REVENUE PROPOSAL – COMMISSARY ONLY**

FIRM NAME: Keefe Commissary Network

<b>PROPOSED COMMISSARY MENU</b>			
<i>Prices shown do NOT include sales tax</i>			
<b>Item#</b>	<b>Product Description</b>	<b>Size</b>	<b>Price</b>
1	SHAMPOO	4 OZ	\$1.22
2	CONDITIONER	4 OZ	\$1.22
20	DANDRUFF SHAMPOO	4 OZ	\$1.59
30	SULFUR 8 SHAMPOO	7.5 OZ	\$4.29
31	S-8 CONDITIONER	2 OZ	\$4.29
36	D&L PERM CREAM RLXR KIT	EACH	\$9.80
36	D&L PERM CREAM RLXR KIT	EACH	\$9.80
40	HAIR FOOD W/VITAMIN E	5 OZ	\$3.37
45	AFRICAN CROWN HAIRDRESS	5 OZ	\$2.85
50	HAIRDRESS	5 OZ	\$2.85
51	HAIRDRESS & PRESS OIL	5 OZ	\$2.85
56	MURRAY'S POMADE	4 OZ	\$3.60
68	LUSTER PINK OIL MOIST	8 OZ	\$6.05
101	POWER UP_ANTI-PERSPIRANT DEO_BLOOM	2.5 OZ	\$3.35
102	ANTI-PERSPIRANT/DEODORANT	2.5 OZ	\$2.74
107	DEODORANT	2.5 OZ	\$2.80
118	FORCE A/P DEOD ROLL-ON	3 OZ	\$2.25
120	SCENTED LADY'S STICK	1.4 OZ	\$3.69
121	FRESH SCENT ROLL-ON	1.5 OZ	\$0.99
141	THICKENING SHAMP ALOE/GNS	15 OZ	\$3.18
147	POWER UP_ANTI-PERSPIRANT DEODORANT_DRIVE	2.5 OZ	\$3.96
186	ANTIBIOTIC CRM - INDIGENT	1 OZ	\$5.59
188	ORAL GEL - INDIGENT	.33 OZ	\$2.34
192	(IND) HYDROCORTISONE CRM	1 OZ	\$2.05
193	ANTI-FUNGL CRM - INDIGENT	.5 OZ	\$2.34
210	SKIN CARE LOTION	4 OZ	\$1.22
212	COCONUT LIME ALOE LOTION	15 OZ	\$2.15

215	COCOA BUTTER LOTION	4 OZ	\$1.22
242	NATUREPLEX ZIT FREE BENSOYL PEROXIDE	1 OZ	\$2.53
261	HYDRATING COND ALMD/SHEA	15 OZ	\$3.12
264	DANDRUFF SHAMP ALMND/SHEA	15 OZ	\$4.50
273	LIP BALM	.15 OZ	\$1.32
320	REG MAGIC CREAM SHAVE	6 OZ	\$4.71
331	PRO-TECTION SHAVE CREAM	7 OZ	\$2.64
400	IRISH SPRING SOAP	3.2 OZ	\$1.20
420	JRGN MLD SOAP	4.5 OZ	\$1.15
424	MOISTURIZING SOAP	5 OZ	\$0.70
426	SPORT BAR SOAP	5 OZ	\$1.29
445	COLG TP CLEAR ANTI-CVTY	4.2 OZ	\$3.74
447	COOL WAVE FLOURIDE TP	4 OZ	\$2.59
490	SOAP DISH	EACH	\$0.84
500	COOL WAVE_MOUTHWASH_ALCOHOL FREE	8 OZ	\$1.58
519	COLGATE TOOTHPASTE	2.5 OZ	\$2.68
554	SECURITY TOOTHBRUSH	EACH	\$0.53
580	TOOTHBRUSH HOLDER	EACH	\$0.60
590	DENTURE TABLET	40 CT	\$3.88
595	EFFERGRIP	2.5 OZ	\$5.88
596	ORAFIX DENTURE BATH	EACH	\$2.88
614	GEN TYLENOL(NON-ASPIRIN)	2 PK	\$0.59
640	EXTRA STRENGTH ANTACID	ROLL	\$1.16
651	GOODSENSE HEMORRHOIDAL OINTMENT	2 OZ	\$5.29
660	ALLERGY TABLETS	24 CT	\$2.25
671	GEN CGH DROPS-CHRY	30 CT	\$1.41
675	HALLS COUGH DROPS	9 CT ROLL	\$1.12
693	GEN VISINE-EYE DROPS	.5 OZ	\$2.12
697	CONTACT LENS CASE	1 UNIT	\$4.23
710	TAMPONS	20 CT	\$7.60
713	PANTY LINERS	22 CT	\$1.13
714	(EA) MAXI PAD SUPER	22CT	\$3.28
719	TAMPAX - REGULAR	10 CT	\$2.26
753	EMERY BOARD	EACH	\$0.71
800	5 INCH COMB	EACH	\$0.44
815	HW MILITARY BRUSH_NO HANDLE	EACH	\$2.54
821	PALM BRUSH	EACH	\$0.82
840	SHOWER CAP	EACH	\$0.15
855	PONYTAIL HOLDER	EACH	\$0.41
889	CONTACT SOLUTION_MULTIPURPOSE	2 OZ	\$1.70

895	BOARDROOM_PAPER_PAD_8.5 X 11	50 CT	\$0.03
1001	LARGE STAMPED ENVELOPE	EACH	\$0.69
1010	#10 WHITE ENVELOPE	EACH	\$0.11
1015	MANILLA ENVELOPE	9.5 X 12.5	\$0.29
1049	1ST CLASS STAMP	EACH	\$0.55
1049	BOOK of 10 1ST CLASS STAMP	EACH	\$5.50
1057	SECURITY PEN-BLACK (CASE)	EACH	\$0.47
1060	BOARDROOM_PAPER_8.5 X 11	50 CT	\$1.53
1062	BOARDROOM_PAPER_8.5 X 14	50 CT	\$1.87
1070	SKETCH PAD 8.5 X 11 WHITE	EACH	\$1.10
1075	PENCIL (GOLF TYPE)	EACH	\$0.06
1080	ROSE ART COLORED PENCILS	EACH	\$2.35
1085	BEVELED ERASER	EACH	\$0.55
1086	POCKET DICTIONARY II	EACH	\$3.84
1087	SPANISH ENGLISH DICTIONAR	EACH	\$2.86
1100	BIRTHDAY CARD W/O STAMP	EACH	\$1.55
1101	JUVENILE BIRTHDAY CARD W/O STAMP	EACH	\$1.55
1104	GET WELL CARD - PAPER W/O STAMP	EACH	\$1.55
1110	FRIENDSHIP CARD - ACETATE W/O STAMP	EACH	\$1.55
1115	ANNIVERSARY CARD W/O STAMP	EACH	\$1.55
1120	THANK YOU CARD W/O STAMP	EACH	\$1.55
1121	SEASONAL GREETING CARD W/O STAMP	EACH	\$1.55
1200	AAA ION3 BATTERIES	4 PK	\$1.26
1203	ION3 AA	2 PK	\$1.18
1239	THREE A_PLAYING CARDS	EACH	\$2.47
1249	RADIO_DIGITAL AM FM_CLEAR	EACH	\$17.01
1255	EAR BUDS	EACH	\$5.01
1275	1.25 READING GLASSES	EACH	\$8.07
1282	2.25 READING GLASSES	EACH	\$8.07
1305	PINOCHLE CARDS	EACH	\$2.54
1308	WORD SEARCH BOOK	EACH	\$3.51
1310	DOUBLE SIX DOMINOES	EACH	\$3.03
1321	PRESSMAN TOY_CHESS/CHECKERS/BACKGAMMON	EACH	\$8.23
1399	GEN_BOWL W/ID	24 OZ	\$0.99
1411	COFFEE CUP_W/ HANDLE	12 OZ	\$1.04
1413	CUP	22 OZ	\$1.04
1761	SZ 13 RAWLINGS MARC II VELCRO SHOE	EACH	\$34.85
2000	SINGLE SERVE KEEFE COFFEE	.053 OZ	\$0.44
2011	KF DECAF (CLRPK W/ZIP)3 OZ	3 OZ	\$5.32
2014	INST.CAPPUCCINO FR. VANILLA	.81 OZ	\$0.60

2015	100% COLOMBIAN FREEZE DRIED COFFEE	3 OZ	\$5.47
2017	MAXWELL HOUSE 4 OZ CLEAR	4 OZ	\$5.66
2035	SALT 10PK	10 PK	\$0.32
2036	PEPPER 10PK	10 PK	\$0.32
2070	S.S. HOT COCOA	SS	\$0.55
2087	NON-DAIRY CREAMER 10PK	10 PK	\$1.05
2091	SUGARTWIN 10 PK	10 PK	\$1.00
2105	N/S SS TEA W/LEMON	SS	\$0.53
2110	N/S S.S FRUIT PNCH	SS	\$0.53
2115	N/S SS BLACK CHRY	SS	\$0.53
2120	N/S SS LEMONADE	SS	\$0.53
2207	MONSTER ICED HONEY BUN	6 OZ	\$1.45
2208	MARS_SNICKERS_CHOC PEANUT	1.86 OZ	\$1.21
2209	THE WHOLE SHABANG_POTATO CHIPS_ORIGINAL	1.5 OZ	\$0.96
2283	KEEFE COLOMBIAN BLEND	3 OZ	\$5.15
2437	REGULAR FLAVOR OATMEAL	1.51 OZ	\$0.60
2438	MAPLE BROWN SUGAR OATMEAL	1.51 OZ	\$0.60
2615	BC REG SUMMER SAUSAGE	1.625 OZ	\$1.37
2666	CHEESY RICE	2 OZ	\$1.21
2667	SPICY CHEESY RICE	2 OZ	\$1.40
2668	CHEESY REFRIED BEANS	4 OZ	\$2.11
2670	SPICY REFRIED BEANS&RICE	4 OZ	\$2.21
2726	CINNAMON ROLL	4 OZ	\$1.37
3004	ZC PB CREME COOKIES	6 OZ	\$1.56
3010	GRANDMAS COOKIES CHOCOLATE CHIP	2.5 OZ	\$1.11
3015	GRANDMAS COOKIES OATMEAL RAISIN	2.5 OZ	\$1.11
3020	OREO COOKIES	2.4 OZ	\$0.95
3026	CHOC DBL DECKER MOON PIE	2.75 OZ	\$1.00
3028	BANANA DBL DECKER MOON PIE	2.75 OZ	\$1.00
3030	ZC VNILLA CRM COOKIES	6 OZ	\$1.56
3031	ZC ORNG-PNAPPLE CRMS	6 OZ	\$1.56
3035	ZC CHOC CHIP COOKIES	6 OZ	\$1.56
3040	ZC ICED OATML COOKIES	6 OZ	\$1.56
3045	ZC DUPLEX CREMES	6 OZ	\$1.56
3110	CLUB CRACKERS	5.25 OZ	\$2.21
3115	CHEEZ ITS CRACKERS	1.5 OZ	\$0.77
3139	(SLEEVE) SALTINE CRACKERS	4 OZ	\$1.11
3193	2/PK FRSTD STRWBRY POPTAR	3.38 OZ	\$1.26
3201	STRAWBERRY DBL DECKER MOON PIE	2.75 OZ	\$1.00
3219	CHEESE ON CHEESE SANDWICH CRACKERS	1.38 OZ	\$0.77

3222	TOASTED PEANUT BUTTER CRACKERS	1.38 OZ	\$0.77
3230	(EA) ZC PB WAFERS	2 OZ	\$0.71
3236	(EA) ZC SWISS ROLLS	2 OZ	\$0.71
3245	(EA)ZC D-DUNX	1.67 OZ	\$0.66
3257	NUTRIGRAIN STRAWBERRY BAR	1.3 OZ	\$0.60
3270	ZC CHOC CREME CUPCAKE	4 OZ	\$1.45
3581	BC SUMMER SAUSAGE_HOT & SPICY	1.625 OZ	\$1.40
4000	M&M PLAIN CHOC	1.69 OZ	\$1.21
4001	M&M CHOC PEANUT	1.74 OZ	\$1.21
4005	BUTTERFINGER_CANDY BAR	1.9 OZ	\$1.21
4013	MILK WAY CHOC CARAMEL	1.84 OZ	\$1.21
4019	CHICK O STICK	.7 OZ	\$0.50
4035	REESES P/BUTTER CUP	1.5 OZ	\$1.21
4039	KIT KAT	1.5 OZ	\$1.21
4040	SKITTLES CANDY	2.17 OZ	\$1.19
4056	PEANUT BUTTER SQUEEZE POUCH	2 OZ	\$1.06
4065	BIG HUNK	2 OZ	\$1.21
4100	BUTTERSCOTCH DISCS	4.25 OZ	\$1.24
4110	LEMON DROPS	4.25 OZ	\$1.26
4120	ROOT BEER BARRELS	4.25 OZ	\$1.26
4145	STARLITE MINTS	3.75 OZ	\$1.26
4150	SOUR FRUIT BALLS	4.25 OZ	\$1.26
4155	SUGAR FREE WILD FRUIT	1.75 OZ	\$1.34
4314	2/PK BLUEBERRY POP TARTS	3.38 OZ	\$1.26
4315	TOOTSIE POPS	.64 OZ	\$0.30
4321	DORITOS CLR BAG	1.75 OZ	\$1.40
4387	ROCKY ROAD BAR	1.65 OZ	\$1.21
4415	(PKT) MUSTARD	4.5 G	\$0.71
4418	(PKT) KETCHUP	9 G	\$0.90
4429	ZC STRAWBERRY SF WAFERS	2.75 OZ	\$1.40
4430	CHEESE DANISH_BLUEBERRY	4.25 OZ	\$1.42
4431	STRAWBERRY CHEESE DANISH	4.25 OZ	\$1.42
4789	AM/FM HEADSET RADIO	EACH	\$36.96
5274	1.50 READING GLASSES	EACH	\$8.07
5275	1.75 READING GLASSES	EACH	\$8.07
5276	2.0 READING GLASSES	EACH	\$8.07
5278	2.5 READING GLASSES	EACH	\$8.07
5955	SZ 5 CANVAS VELCRO SHOES	EACH	\$12.36
5956	SZ 6 CANVAS VELCRO SHOES	EACH	\$12.36
5957	SZ 7 CANVAS VELCRO SHOES	EACH	\$12.60

5958	SZ 8 CANVAS VELCRO SHOES	EACH	\$12.36
5959	SZ 9 CANVAS VELCRO SHOES	EACH	\$12.60
5960	SZ 10 CANVAS VELCRO SHOES	EACH	\$12.60
5961	SZ 11 CANVAS VELCRO SHOES	EACH	\$12.60
5962	SZ 12 CANVAS VELCRO SHOES	EACH	\$12.60
5963	SZ 13 CANVAS VELCRO SHOES	EACH	\$12.60
5964	SZ 14 CANVAS VELCRO SHOES	EACH	\$12.36
5965	SZ 15 CANVAS VELCRO SHOES	EACH	\$12.36
6000	CHICKEN RAMEN	3 OZ	\$1.02
6003	CAJUN SHRIMP	3 OZ	\$1.02
6004	TEXAS BEEF RAMEN	3 OZ	\$1.02
6005	CHILI RAMEN	3 OZ	\$1.02
6007	CAJUN CHICKEN RAMEN	3 OZ	\$1.02
6011	HOT & SPICY VEG RAMEN	3 OZ	\$1.02
6050	KK INSTANT RICE	8 OZ	\$2.11
6083	WHITE CHEDDAR POPCORN	5 OZ	\$2.45
6100	POTATO CHIPS	1.5 OZ	\$0.96
6102	STUFFED JALP CHIPS	1.5 OZ	\$0.96
6103	HABANERO TORTILLA CHIPS	1.5 OZ	\$1.34
6105	BBQ POTATO CHIPS	1.5 OZ	\$0.96
6111	CA HOT&SPICY CORN CHIPS	1.5 OZ	\$0.96
6114	HOT FRIES (ANDY CAPP)	0.85 OZ	\$0.96
6116	CHEESE PUFFS	2 OZ	\$1.03
6120	NACHO TORTILLA CHIPS	1.5 OZ	\$0.96
6125	HOT CHIPS	1.5 OZ	\$0.96
6127	PORK RINDS_HOT & SPICY	2 OZ	\$1.50
6134	ML CARAMEL POPCORN	3.53 OZ	\$1.50
6159	CHEETOS FLMN HOT	1.75 OZ	\$1.45
6167	CHEETOS	2 OZ	\$1.45
6176	BC BEEF STEW	11.25 OZ	\$2.95
6212	CAJUN SNACK MIX	3.5 OZ	\$1.61
6213	HEALTHY SNACK MIX	3.25 OZ	\$1.76
6217	TROPICAL SNACK MIX	4 OZ	\$1.76
6262	MAYONNAISE 12PK	9 G	\$1.26
6268	HOT SAUCE 12PK	7 G	\$0.90
6300	TRAILS BEST_BEEF STICKS_TWIN PACK	1 OZ	\$1.50
6320	TRAILS BEST_BEEF STICK_BEEF & CHEESE	1 OZ	\$1.21
6322	O'BRIEN'S HOT & SPICY SAU	1.125 OZ	\$1.40
6385	PEANUTS ROASTED & SALTED	1.75 OZ	\$0.85
6400	(EA)CHWY CHOC CHIP GRANOL	1.83 OZ	\$0.71



6412	GRAPE JELLY	1 OZ	\$0.45
6428	CA SHARP CHDR CHS SQUEEZE	2 OZ	\$0.85
6429	CA JALAP CHEESE SQUEEZE	2 OZ	\$0.85
6600	FLOUR TORTILLAS	8 OZ 6CT 8 IN	\$2.11
6607	HOT PEANUTS	1.75 OZ	\$0.85
6700	SV REFRIED BEANS	8 OZ	\$2.95
6711	HOT CHILI REFRI BEAN&RICE	4.4 OZ	\$1.89
9245	#43104: IND KIT	EACH	\$1.41

## PROPOSED VENDING MENU

*Prices shown do NOT include sales tax*

Item#	Product Description	Size	Price
2014	INST. CAPPUCCINO FR. VANILLA	.81 OZ	\$0.70
2015	100% COLOMBIAN FREEZE DRIED COFFEE	3 OZ	\$5.92
2207	MONSTER ICED HONEY BUN	6 OZ	\$1.58
2208	MARS_SNICKERS_CHOC PEANUT	1.86 OZ	\$1.44
2211	WHOLE SHABANG POTATO CHIPS	1.5 OZ	\$1.07
2438	(EA) MAPLE BROWN SUGAR OATMEAL	1.51 OZ	\$0.70
2737	CHILI CHEESE FRITOS	2 OZ	\$1.54
2775	BC SPICY GROUND BEEF	6 OZ	\$2.61
3198	2/PK STRWBRY TSTR PASTRY	3.67 OZ	\$1.49
3230	(EA) ZC PB WAFERS	2 OZ	\$0.89
3245	(EA)ZC D-DUNX	1.67 OZ	\$0.89
3270	ZC CHOC CREME CUPCAKE	4 OZ	\$1.68
3309	RICE KRISPIE TREATS	1.3 OZ	\$0.98
3581	BC SUMMER SAUSAGE_HOT & SPICY	1.625 OZ	\$1.63
4001	M&M CHOC PEANUT	1.74 OZ	\$1.44
4024	GUMMI CANDY_WATERMELON	3 OZ	\$1.35
4040	SKITTLES CANDY	2.17 OZ	\$1.31
4056	PEANUT BUTTER SQUEEZE POUCH	2 OZ	\$0.98
4151	ASSORTED NOW & LATER	3.25 OZ	\$1.35
4321	DORITOS CLEAR BAG	1.75 OZ	\$1.54
6004	TEXAS BEEF RAMEN	3 OZ	\$1.17
6005	CHILI RAMEN	3 OZ	\$1.17
6007	CAJUN CHICKEN RAMEN	3 OZ	\$1.17
6011	HOT & SPICY VEG RAMEN	3 OZ	\$1.17
6102	STUFFED JALP CHIPS	1.5 OZ	\$1.07

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6125	HOT CHIPS	1.5 OZ	\$1.07
6153	CHIPS-BUFFALO WING BLUE CHS FLAVOR	1.5 OZ	\$1.07
6159	CHEETOS FLMN HOT	1.75 OZ	\$1.54
6167	CHEETOS	2 OZ	\$1.54
6174	BC HOT CHILI W/ BEANS	11.25 OZ	\$2.61
6212	CAJUN SNACK MIX	3.5 OZ	\$1.86
6217	TROPICAL SNACK MIX	4 OZ	\$1.86
6220	CORNNUTS CHILI PICANTE	1.4 OZ	\$0.98
6421	KFT RANCH DRESSING POUCH	1.5 OZ	\$0.65
6422	CHEDDAR CHEESE BAR	4 OZ	\$2.14
6428	CA SHARP CHDR CHS SQUEEZE	2 OZ	\$0.98
6449	JALAPENO CHEESE BAR	4 OZ	\$2.38
6507	SLICED JALAPENO PEPPERS	1 OZ	\$0.79
6607	HOT PEANUTS	1.75 OZ	\$0.98
6673	RICE NOODLES	3.7 OZ	\$1.54
6805	WHOLE SHABANG_PEANUTS	1.75 OZ	\$0.98

Submitted to:

City of Lincoln | Lancaster County  
Purchasing,  
Bob Walla, Purchasing Agent  
440 S. 8th Street, Suite 200  
Lincoln, NE 68508

Submitted by:

Keefe Commissary Network  
13870 Corporate Woods Trail  
Bridgeton, MO 63044  
Aaron Sickles/Account Manager  
314.264.2905

RFP# & Due Date:

COMMISSARY &  
PHONE/VISITATION SERVICES  
RFP 21-079  
April 19, 2021



## EXHIBIT 1

If your company meets the minimum requirements as listed in this RFP under Section **(I)(F) ESSENTIAL QUALIFICATIONS AND EXPERIENCE**, then please complete this form and include in the electronic response as indicated. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the "ESSENTIAL QUALIFICATIONS AND EXPERIENCE" requirements as outlined. I declare that our company, Keefe Commissary Network meets all said requirements in the capacity of the Company and not through the experience of our sub-contractors or staffs' experience acquired through previous employment at other companies.

Keefe Commissary Network was identified as the Contractor/Provider contractually responsible in contract agreements performing all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section **(IV)(B)(2) for EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.

Ken Wright, 

4/12/2021

\_\_\_\_\_  
Authorized Company Representative

\_\_\_\_\_  
Date



April 12, 2021

City of Lincoln | Lancaster County Purchasing  
Purchasing Agent, Bob Walla  
440 S. 8th Street, Suite 200  
Lincoln, NE 68508

RE: RFP 21-079 for COMMISSARY & PHONE/VISITATION SERVICES

Dear Mr. Walla & Proposal Evaluation Committee:

Thank you for the opportunity to provide this proposal in response to Lancaster County, COUNTY CORRECTIONS COMMISSARY & PHONE/VISITATION SERVICES, RFP 21-079. Keefe Commissary Network – Lancaster County’s commissary provider since 2013 – has considered the County’s requirements and developed an offer for the commissary service, that will meet or exceed your needs in all respects.

Throughout the country, Keefe Commissary Network (KCN) has a vast network of proud and satisfied commissary clients that champion our solution-based philosophy. We are proud to boast that the Lancaster County Adult Detention Facility has chosen to partner with KCN over the past 7+ years. We count ourselves fortunate to have been your partner over these years and are excited and hopeful of extending what has been a successful partnership. We are grateful, appreciative and continually willing to work with the county to provide the best possible solutions for your business needs.

KCN is the nation’s leading provider of automated commissary management services and technologies to city, county and state correctional facilities nationwide. KCN writes and supports its software and provides live 24/7 technical support, cutting-edge technology/equipment such as its Edge inmate self-service kiosk, Keep Trak inmate banking software and Access Corrections suite of technologies, designed to streamline your facility’s day-to-day processes, be a source of revenue generation at your facility and ultimately create a safer, more secure environment. **KCN serves 1,066 facilities housing over 528,000 inmates weekly.**

**Expertise on similar projects**

As reflected in the table below, showing the national market share breakdown for correctional facilities with an inmate count of 500+. KCN’s experience providing commissary services to a facility with a large inmate population **far surpasses that of all its competitors COMBINED.**

	# of Facilities	# of Inmates	% of Market (by inmates)
KCN	323	410,968	66.51%
All Competitors	182	206,944	33.49%
Closest Competitor	53	75,069	12.15%



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KCN understands the HIGH value the Lancaster County Adult Detention Facility places on operating an efficient and cost-effective operation. To that end, under a new contract, KCN would continue to offer the Lancaster County Adult Detention Facility innovative and superior technology (**example: the industry's first direct-debit vending service, introduced to the market in 2011**), competitive pricing to the inmate, product selection that caters to the correctional environment, superior distribution capabilities, unmatched customer service, and a significant rate of return on sales with the competitive commission offerings we have proposed.

Specifically, Keefe is proposing to maintain the operation, services and technology that we have been providing the Lancaster County Adult Detention Facility under the current contract, which meet the requirements of the RFP.

KCN certifies that the following company officer is authorized to participate in contract negotiations on behalf of KCN and has signature authority to commit KCN to a legally binding contract:

**Mr. Ken Wright, Keefe Group, Vice President Sales**  
**Office: 314-264-2940 | Email: kwright@keefegroup.com**

Also, please feel free to contact your Account Manager and Primary Contact, Mr. Aaron Sickles at your regional KCN office with any questions regarding this RFP and our attached response:

**Mr. Aaron Sickles, Account Manager**  
**Office: 314-264-2905 | Email: aaron.sickles@keefegroup.com**

Thank you for taking the time to review our proposal. We are committed to maintaining both our partnership with the Lancaster County Adult Detention Facility as well as the complete satisfaction of the Lancaster County Adult Detention Facility, its Staff, and its inmate commissary customers.

Sincerely,

Ken Wright

A handwritten signature in black ink, appearing to read 'Ken Wright', written over a white background.

Vice President Sales

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A summary of the following information about your company:

- i. Company name, address and telephone number;
- ii. Years established and former names of your company;
- iii. Types of services your company is particularly qualified to perform;
- iv. Average number of staff employed; and
- e. All deviations, modifications, additional or other changes, including but not limited to, the RFP document, Insurance Requirements, Ebid attachments (i.e. sample Contract Agreement) and Addendums, shall be declared on company letterhead with reference to the affected document(s) and section(s). Any such deviations, modifications placed elsewhere and not described in this section shall be null and void. Further, deviations may result in the Proposer's submission being deemed as non-responsive. The review process for approval of any type of deviation shall occur prior to the evaluation process.
- f. List and number all agreements separately here that you feel may be applicable – i.e. Support and Maintenance Agreement, End-user License Agreement, Warranty Agreement, Etc.

**KCN Response:**

Keefe Group  
10880 Linpage Place  
St. Louis, MO 63132  
P: 314-963-8700

Former Names: None  
Number of Employees Nationwide: 2,500

***Company Background & History***

**Keefe Supply Company** entered the corrections market in 1975 by supplying single-serve coffee packets to the Florida prison system. It's the nation's leading provider of food, personal care items, shoes, electronics and clothing to prison and jail commissaries nationwide currently serving over 1,200 federal, state, county, and private facilities across the US. From the beginning, Keefe has pioneered the development of products designed to meet the correctional industry's unique safety and security requirements. Its innovations include flexible pouches, which replaced metal cans, clear housing for electronics and clear packaging of food and personal care items. Today, Keefe Supply Company offers more than 10,000 name-brand and private-label products to the federal, state and county markets.

**Keefe Commissary Network (KCN)**, LLC was organized in the state of Missouri in 1999 and is the nation's leading provider of automated commissary management services and technologies to city, county and state correctional facilities nationwide. We work one-on-one with each client to design and implement a customized program for running commissary more efficiently and safely. Whether you simply want to shift to a paperless ordering system or completely outsource your entire operation, we can provide the most effective, comprehensive solution. We develop our technologies according to what our clients need and request. We write and support our own software and provide our own, live 24/7 technical support. Cutting-edge products such as our Edge inmate self-service kiosk, Keep Trak inmate banking software and Access Corrections suite of technologies are designed to streamline your facility's day-to-day processes, be a source of revenue generation at your facility and ultimately create a safer, more secure environment. **KCN serves 1,066 facilities housing over 528,000 inmates weekly.** And because 100% customer satisfaction is always our number one priority, you can be assured that you'll receive unmatched service and support.

Following is a list of products/services that KCN is qualified to offer:



- **Inmate Banking & Commissary System**
- **In-Pod Kiosk** – This application can also be made available/accessible via a 3<sup>rd</sup> party kiosk (i.e., visitation) and/or tablet
- **Booking/Intake Kiosk** - Features include:
  - Automatic counting of cash and coin
  - Large capacity acceptors
    - Holds up to 1,000 bills and 2,000 coins
  - Deposit tracking during each shift
  - Accessible only by authorized staff
  - **Security Controls**
    - Conduct automatic real time OFAC checks
    - Detect and reject counterfeit currency
    - Gather additional information for high dollar transactions
    - Audit access to kiosk components and cash bins
- **Lobby Kiosk & Deposit Services (web, phone, app, walk-in)** - Keefe Bail Payment Feature: Keefe's lobby kiosk has the capability to be set up with multiple purposes. Each purpose can be configured with unique limits and handling charges. Funds designated for bond payments will be encumbered so the recipient will not be able to spend the funds.
- **Secure Release Service**
- **Offender Communication System** – Communication between staff and offenders
- **POS Commissary Options** – In-pod direct-debit vending & commissary cart
- **Securepak (Family & Friends Package Program)** – Sales are commissionable (typically at the same rate as commissary sales)

**Access Securepak**, established in 1997, offers the most comprehensive custom inmate package program in the correctional industry. Family members and friends can send packages to inmates while eliminating contraband and greatly reducing package processing time. Securepak can customize a program to fit any facility's needs, and it gives its customers several easy and convenient ways to place orders—online, by phone or with pre-printed order forms. Access Securepak has over 700 individual active programs spanning the entire country and is the inmate package provider to 24 statewide DOCs.

**Access Corrections**, established in 2007, is leading the way on many fronts by streamlining how correctional facilities manage and process the flow of information, financial transactions and entertainment for inmates. Access Corrections offers a variety of services, ranging from deposit services and debit release cards to electronic messaging and MP4 players. Integrated Data Detective software can identify and connect individuals on the outside who have interacted with multiple inmates at a facility. Access Corrections has contracts with 16 statewide DOCs for its Music Program, 17 statewide DOCs for Deposit Services and 6 statewide DOCs for electronic messaging.

**Inmate Calling Solutions (ICSolutions)**, founded in 2002 and acquired by Keefe Group in 2010, is a leading provider of innovative telecommunications products and technologies to the correctional market. The advanced call-processing platform includes unique capabilities, features and investigative tools that help facilities manage the flow of telephone communication between the inmates and their family and friends. A variety of payment plans and calling options, coupled with live customer service agents, translate to more call completions, greater customer satisfaction and increased revenues for the facilities. ICSolutions currently serves over 200,000 inmates in over 200 correctional facilities and is deployed at 8 statewide DOCs.

## **Agreements**

### **Software and Data Ownership**

As part of this agreement, KCN will grant Lancaster County a royalty-free license to use the KeepTrak software in the provision of its banking and commissary services during the term of any contract resulting from the RFP and at the expiration or earlier termination of the contract, all rights of ownership in and to the software will remain with Keefe.

Keefe employs its own software engineers to design and create the KeepTrak solutions. The entire KeepTrak software package is owned, warranted, and maintained by Keefe Commissary Network; therefore, all KCN hardware and software will be provided, warranted, and maintained by KCN **at no cost to Lancaster County** for the life of the Agreement.

During the term of the Agreement, KCN agrees to keep current both its hardware and software. All upgrades of hardware and software as well as additional training to facility staff will be provided by KCN **at no cost to Lancaster County** for the life of the Agreement.

## Deviations

### *Insurance Requirements*

#### **Insurance Coverage Information - Cyber Liability:**

Keefe's Cyber Liability is not occurrence based.

#### **Paragraph 1 - Commercial General Liability**

Note: Keefe's insurance is written on a per location basis, not per project basis, however since Lancaster County Adult Detention Facility only has one location, essentially this would equate to the same thing.

A Certificate of Insurance has been provided on the following page.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/20/2020

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Keefe Commissary Network, LLC 10880 Linpage Place St Louis MO 63132 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Liberty Mutual Fire Ins Co		23035
	INSURER B: LM Insurance Corporation		33600
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER: 570085007574**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		EB2651291759060 SIR applies per policy terms & conditions	12/01/2020	12/01/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		A52-651-291759-070	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC5651291759040	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Lancaster County is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

<b>CERTIFICATE HOLDER</b>  Lancaster County 555 South 10th St. Lincoln NE 65808 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier :

Certificate No : 570085007574

*Section 1 of the Proposal Response*  
**EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS**

**a. Summary of Proposer's Experience:**

The proposer shall provide an organized summary listing FIVE (5) CURRENT projects similar to this RFP in size, scope, and complexity. The five (5) project descriptions submitted by the proposer shall be used for evaluation purposes and also for any necessary reference checks. The Owner reserves the right to request additional information and/or clarification to assist in making assessments in either capacity.

The proposer shall address each of the following:

i. Provide detailed narrative descriptions to highlight the similarities between the proposer's past and current performance/experience and this RFP. These descriptions should include:

- a) The time period of the project;
- b) The scheduled and actual completion dates;
- c) The proposer's responsibilities;
- d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and
- e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- f) Current projects and estimated revenues of each.
- g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed.

**KCN Response:** The requested reference information has been provided below.

**Scotts Bluff County Jail, NE**

a) The time period of the project;

9/2015

b) The scheduled and actual completion dates;

Scheduled: 9/1/2015

Completed: 9/1/2015

c) The proposer's responsibilities;

Upon awarded contract, KCN implemented a full-service commissary program, where orders are bagged in our Denver CO distribution center and shipped next day to the facility. KCN Ordering software is available on the ICS Video Visitation units for the inmates to place orders. In addition to commissary, the KCN software also allows for Staff/Inmate messaging, inmate information documents and account history. KCN installed it's comprehensive banking software as well as a kiosk in the Lobby for public deposits and a kiosk in the intake area to accept inmate money at time of booking.

d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and

Scotts Bluff County Jail, NE  
Vonnie Cotant-Program Director

308-633-1846  
vcotant@scottsbuffcounty.org

e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Prime contractor.  
Scheduled: 9/1/2015  
Completed: 9/1/2015  
Budget: \$21,400

f) Current projects and estimated revenues of each.

KCN is currently in the progress of adding another Intake Kiosk. No revenue to KCN or County associated with this project.

g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed

Ability to seamlessly interface with ICS' equipment. In this instance video visitation kiosks (but also applies to tablets).

**Mesa County Jail, CO**

a) The time period of the project;

7/2016

b) The scheduled and actual completion dates;

Scheduled: 7/15/2016  
Completed: 7/15/2016

c) The proposer's responsibilities;

Trinity/KCN implemented a full-service commissary program. The orders are bagged in our Denver, CO warehouse, delivered by a contracted freight carrier. KCN is using their Cobra Banker system to process commissary orders and help the client managed the inmate trust fund. We are also providing a lobby kiosk and intake kiosk. Members of the public can use the lobby kiosk to make deposits by cash or credit card for their incarcerated loved ones. The intake kiosk is used in the booking area to deposit cash at the time of booking. Commissary ordering is available on inmate tablets. The KCN provided tablets also provide an inmate communication system, law library, entertainment, and a messaging system inmates can use to communicate with their loved ones.

d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and

Mesa County Jail, CO  
Captain Art Smith  
970-244-3903

art.smith@mesacounty.us

e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Prime contractor for everything except tablets. GTL is the contractor for tablets.

Scheduled: 7/15/2016

Completed: 7/15/2016

Budget: \$17,500

f) Current projects and estimated revenues of each.

KCN is currently adding mail scanning. Inmates will be able to view scanned mail on the tablets. This will not change revenue for KCN and the county.

g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed

KCN's ability to have its kiosk application accessible via a 3<sup>rd</sup>-party tablet.

### Laramie County D.C, WY

a) The time period of the project;

12/2007

b) The scheduled and actual completion dates;

Scheduled: 12/6/2007

Completed: 12/6/2007

c) The proposer's responsibilities;

Swanson/KCN implemented a full-service commissary program. The orders are bagged in our Denver, CO warehouse, delivered by a KCN operated truck, and delivered by KCN employees. The client is using the Cobra Banker system to process commissary orders manage the inmate trust fund. We are also providing a lobby kiosk. Members of the public can use the lobby kiosk to make deposits by cash or credit card for their incarcerated loved ones. Commissary ordering is available on inmate phones through ICS.

d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and

Laramie County Detention Center, WY

Captain Don Hollingshead

307-633-4736

hollings@laramiecounty.com

e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date



and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Prime Contractor.  
Scheduled: 12/6/2007  
Completed: 12/6/2007  
Budget: \$12,700

f) Current projects and estimated revenues of each.

KCN is currently adding tablets, inmate vending, and an on-site bagging operation. Vending is expected to increase commissary revenue for KCN and Tablet usage fees will provide revenue. KCN revenue is estimated to go up from \$165,725 to \$238,737. The county is estimated to receive \$54,978 in additional annual commission from increased spending on the vending machines.

g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed

KCN was the 1<sup>st</sup> commissary provider to provide an inmate vending solution with a seamless integration with its banking system (in 2011).

### **Cascade County, MT**

a) The time period of the project;

9/2020

b) The scheduled and actual completion dates;

Scheduled: 9/1/2020  
Completed: 9/1/2020

b) The proposer's responsibilities;

Upon awarded contract, KCN implemented a full-service commissary program, where orders are bagged in our Denver CO distribution center and shipped to the facility. KCN employs an onsite staff member for distribution of orders to the inmates. KCN Ordering software is available on the Securus telephone system for the inmates to place orders. KCN installed its comprehensive banking software as well as a kiosk in the Lobby for public deposits and a kiosk in the intake area to accept inmate money at time of booking.

d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and

Cascade County Sheriff's Office  
Cory Reeves, Undersheriff  
406-454-7683  
creeves@cascapecountymt.gov

e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual

(or currently planned) budget.

Prime Contractor  
Scheduled: 9/1/2020  
Completed: 9/1/2020  
Budget: \$15,750

f) Current projects and estimated revenues of each.

No current projects pending.

g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed

**Osceola County, FL**

a) The time period of the project;

11/2009

b) The scheduled and actual completion dates;

Scheduled: 11/1/2009  
Completed: 11/8/2009

c) The proposer's responsibilities;

Provide kiosk-based ordering, accounting software, and staff to deliver orders to inmates.

d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and

Osceola County Jail, FL  
Captain Anthony Ciuzio  
407-742-4444  
Anthony.Ciuzio@osceola.org

e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Prime Contractor  
Scheduled: 11/1/2009  
Completed: 11/8/2009  
Budget: \$168,000

f) Current projects and estimated revenues of each.

No current projects pending

g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed

**b. Summary of Proposer's Proposed Staff Management Approach and Subcontractors**

i. The proposer shall present a detailed description of its proposed approach to the management of the project.

**KCN Response:**

**Proposed Approach**

***Equipment/Services Included:***

- Full use of KCN's Banking & Commissary system – Either the version the county is currently using, or the county can choose to transition to KCN's online banking and commissary system
- KCN's kiosk application accessible via the video visitation kiosks and tablets (provided by ICS)
- 23 In-Pod kiosks
- 14 Snack Vending Machines
- Deposit Services, including two (2) lobby kiosks (*Keefe responsible for removal of cash*)
- Replace existing Booking Kiosk with one (1) Intake Kiosk (*includes network wiring needed*), Allows for bail payments and includes bulk bill and coin acceptor and driver's license scanner
- Interface with Lancaster County Adult Detention Facility's Jail Management System (*In-House*)
- Interface with ICS for debit-calling
- SecurePak (family & friends) Package Program (*potential to add, if desired*)

***On-Site Staffing:***

Currently one (1) full-time employee. One additional full-time employee will be added to accommodate the increase in the number of vending machines to be utilized.

***Commissary Services Defined:***

- **Frequency of Bagged Commissary Ordering:** Once per week
- **Orders Placed Via:** KCN's in-pod kiosks and/or KCN's kiosk application accessible via a tablet
- **Order Bagging Location:** KCN's Service Center in Bridgeton, Missouri
- **Order Turnaround Time:** One (1) Day (*using common carrier*)
- **Orders Distributed to Inmates by:** KCN on-site personnel
- **Vending Machines Stocked by:** KCN's on-site personnel
- **Vending Machines Stocking Frequency:** Spot-filled daily

ii. Subcontractors:

If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:

- a) name, address and email address of the Subcontractor(s);
- b) list of specific tasks that will be performed by each Subcontractor(s)
- c) percentage of performance hours intended for each Subcontract; and
- d) total percentage of Subcontractor(s) performance hours.

**KCN Response:** Keefe will NOT be using any subcontractors on this project.

iii. The proposer shall provide information to substantiate that they have sufficient professional staff to meet proposed schedule. Proposer shall identify the specific professionals who will work on the Owner's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's project should be identified in full, with a description of the team leadership, interface and support functions and reporting relationships. The primary work assigned to each person should also be identified.

**KCN Response:** KCN has an experienced staff dedicated to the sole purpose of providing commissary services to correctional facilities like those required at the Lancaster County Adult Detention Facility. Our transitional team is among the most experienced group of commissary services experts in the industry. Their experiences in setting up, supporting, and managing full commissary services programs include the work flow for such large commissary transitions as: The Departments of Corrections for the states FL, AZ, VA, MA, RI, WV, ID, ND, and MS. It also includes start-ups for large county jails such as Los Angeles County CA, Dallas County, TX, Cook County IL, Orange County FL, Miami-Dade FL, Lake County FL, Duval County FL, Pinellas County FL, Brevard County FL, Lee County FL, Leon County FL, Pasco County FL, Fulton County GA, Cobb County, GA, City of Philadelphia Prison System, Hudson County NJ, and numerous other large facilities.

The following people will make up the team for this project if Keefe (KCN) were to be awarded the contract.

**Joe Bauer, KCN Regional Manager**

Joe will be the team leader during the project phase – overseeing all aspects of the project (technical, operations, etc.), with all other team members reporting to him. Joe will ensure contract compliance both during the project phase and after the project has been completed.

**John Clark, Midwest Regional Project Manager**

John will coordinate all aspects of the project during the project phase and assign/delegate tasks to ALL other team members as appropriate. Upon completion of the project, John would no longer be involved in the day-to-day aspects of the operation, unless a new project were to become necessary (i.e., adding more vending machines, transitioning to KCN's new banking and commissary system). On average John has successfully completed 136 projects per years over the last two (2) years.

**Tracy Aiello, Director of On-Site Operations**

Tracy will oversee and coordinate all aspects of the projects relating to the actual commissary operation itself (scheduling, products, deliveries, staffing, etc.) She will work with and delegate to Dave Herbert to ensure all operations-related tasks are met to the satisfaction of Lancaster County. In the 11 years in her current position Tracy has been instrumental in the successful startup of twenty-one (21) on-site commissary operations, including Lancaster County Adult Detention Facility back in 2013 and many of the facilities that comprise the Kentucky Department of Corrections. Tracy currently oversees 27 on-site commissary operations, with 155 on-site employees throughout the Midwest region and 26 on-site commissary operations with 34 employees in the Denver region.

**Dave Herbert, District Manager Operations**

Dave will work together with Tracy on all things relating to the actual commissary operation during the project phase and upon completion of the project, Dave will provide direct oversight for and management of the Lancaster County commissary operation and work with the on-site staff to ensure Keefe is providing Lancaster county the best service possible. Dave would also be the backup labor for this operation when the need arises. Dave has played a lead or supporting role in the start-up or revamping of roughly 30 on-site commissary operations in the Midwest region, including the initial start-up at the Lancaster County Adult Detention Facility in 2013.

**Aaron Sickles, Account Manager**

During the project phase Aaron will mainly be responsible for acting as a liaison between Keefe's project team and Lancaster County's designated representative for this project and or the Administration. Aaron will be available to

lend a hand when/where needed throughout the duration of the entire project. Upon completion of the project, Aaron will assume the role of Account Manager and be the facility's main point of contact for issues that may arise, and/or continually exploring ways to enhance the service Keefe provides under this contract.

iv. The Proposer shall provide resumes for all key personnel proposed to work on the project. The Owner will consider the resumes as a key indicator of the Proposer's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

vv. Resumes should not be longer than one (1) single-sided page. Resumes should include, at a minimum, individual's name, experience and length of service with the company, academic background and degrees, and professional certifications. Provide the qualifications of these individuals, including a summary of their experience with related work and their available capacity to perform this work.

Any changes in proposed personnel shall only be implemented after written approval from the Owner.

vi. Respective resumes for all key personnel to be used may be placed in the **Appendix – (Section 4 of the Proposal Response)** Resumes are not part of the total page count as listed in Section B.

**KCN Response:** The resume of each of the team members that would be involved in the Lancaster County project have been included in the **Appendix – (Section 4 of the Proposal Response)**. Keefe agrees to needing written approval regarding any proposed changes to personnel.

*Section 2 of Proposal Response*  
**TECHNICAL PROPOSAL**

## A. TECHNICAL CATEGORY A – COMMISSARY SERVICES

### 1. SCOPE OF WORK

The Vendor shall provide services including labor, material, and goods necessary to provide commissary services for inmates of the Lancaster County Adult Detention Facility located at 3801 West O Street, Lincoln, Nebraska 68528. The average daily population for fiscal year 2019 was 629 and for fiscal year 2020 was 590. The number of inmates will vary. Gross commissary sales were \$345,905 for fiscal year 2019 and \$338,745 for fiscal year 2020. Gross vending sales were \$236,110 for fiscal year 2019 and \$241,314 for fiscal year 2020. Items such as food, candy, dried coffee, and hygiene items will be sold on a weekly basis through inmate ordered commissary and on a continual basis through vending machines in the pod and dormitory areas. Vendor must supply a "Direct Debit" inmate vending program. Tobacco products will not be sold, as the Facility is a non-smoking facility.

**KCN Response:** Keefe has been providing the commissary services at Lancaster County Adult Detention Facility since 2013 and implemented its direct-debit vending service, in the capacity being requested in this RFP, at a later date.

The Vendor will supply sufficient personnel to deliver commissary orders to each housing area weekly and to ensure the vending machines are kept stocked (currently a full-time staff member is on site Monday – Friday).

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement and would continue to do so under a new contract. Keefe currently has a staff of one full-time employee and would add one additional full-time employee to accommodate the additional vending machines (6) being requested in this RFP. Vending machines are currently spot-filled daily. Keefe has operations staff located at its regional office in Bridgeton, Missouri to provide backup manpower when needed (i.e., fill in for vacations, etc.).

Commissary personnel will be required to obtain a signature on each order when delivered.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

All items for the weekly delivery will be brought in during the week of delivery. Each inmate's order will be pre-bagged at the vendor's warehouse and distributed by Vendor staff.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement. Orders would continue to be bagged at Keefe's service center located in Bridgeton, Missouri (a suburb of St. Louis). This service center, is 288,000 square feet in size and carries an average daily inventory of \$17-\$18 million. A common carrier will be used to deliver the completed orders to the facility. This is a one-day delivery point.

The Vendor will provide delivery of approved commissary products to the Adult Detention Facility premises in accordance to an approved weekly schedule. Currently it takes approximately 2 days to deliver commissary to all housing areas.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

The delivery schedule may be modified as the population increases or as negotiated by the Vendor and the County.

**KCN Response:** Keefe has read, understands and will comply.

The products delivered must be limited to the approved product inventory list as revised from time to time in accordance with contract provisions.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

The Vendor shall provide credits for commissary products not delivered due to inmate releases, transfers, or

errors and must explain in detail how such credits are applied to the individual inmate accounts and the timing of such credits.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement, as follows: Credits are issued through Keefe's commissary system on inmate orders when there are errors or missing items. For released inmates, the order is held for pickup for 7 business days. For transferred inmates, the orders are either refunded or held depending on where they were sent and if they will be returning.

Vendor must be able to restrict commissary orders as to items and amount based on location and by inmate based on facility-imposed or dietary restrictions as deemed necessary for the effective, safe, and secure operation of the Adult Detention Facility and management of inmates. Maximum dollar limitations per order will be established by the County.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement. Following is a list of the various restrictions available in Keefe's commissary system.

*Quantity per order, Quantity per time span, Orders per time span, Disallowed item, Category Qty Restriction, Category Age Restriction, Spending Limit Restriction, Spending Limit over timespan, Spending Limit Override, Restriction Grid by Housing Location, Gender and / or Age*

The County reserves the right to designate the number of commissary selection days allocated for participation by the inmates. The County will notify the Contractor thirty (30) days in advance prior to instituting a change in the number or selection of days and/or times of the week.

**KCN Response:** Keefe has read, understands and will comply.

The Vendor will provide a weekly invoice for commissary products ordered and delivered and for commissary products purchased via vending. The report will include the commissions earned and a separate billing for special packages/indigent commissary orders. The Corrections Director or designee has final authority in all matters relating to commissary services within the Facility. The Vendor shall provide the County a commission on sales.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

In addition to commissary items, the Vendor shall provide a full inmate fund accounting system. The system will require:

The ability for funds to be placed on an inmate's account via a secure website, phone, walk-in cash locations, and detention facility kiosks.

The ability for inmates to view their account and place orders with their funds via housing unit kiosks, booking kiosks, and paper order forms when necessary.

**The ability for inmates to utilize their inmate account to place phone calls. Interface with the phone system vendor is required and the deductions will be "direct debit". The County will not sell phone cards for this purpose.**

The ability to issue debit cards to inmates upon release.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement. Detailed information on these topics has been included throughout this response. Note: Orders cannot be placed on the booking kiosk.

## **Installation**

Turnkey Installation - The Vendor shall be responsible for all costs associated with the inmate commissary system, including but not limited to purchase of equipment, installation, service, maintenance, data



network, and day-to-day operations. The County shall have no responsibility for any costs associated with the system, system integration or interfacing, or the installation of the system. This includes any additional equipment installed while the contract is in effect.

**KCN Response:** Keefe has read, understands and will comply.

The Vendor is responsible for determining all wiring and software requirements and expenses associated with the conversion of service from the current inmate commissary system provider to the successful new service provider. The Vendor shall coordinate all details of transitioning services from the current service provider.

**KCN Response:** Keefe has read, understands and will comply. As the incumbent service provider, there would not be a transition if Keefe were to be awarded the contract.

Chosen vendor staff will be required to be fingerprinted and successfully complete a background check.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

### **Service and Support**

Wherever "maintenance" is specified in this section, it shall mean "all vendor-provided software, hardware, and interfaces" and shall include equipment repair and/or replacement in addition to software support, software updates, and/or software upgrades.

**KCN Response:** Keefe has read, understands and will comply.

The Vendor shall be responsible and available for maintenance and support on a twenty-four (24) hour, seven (7) day per week basis. Maintenance and support shall also include availability to Corrections personnel for day-to-day operational and accounting issues as well as availability and expertise to Corrections Department accounting personnel for problem resolution related to daily, weekly, and/or monthly balancing issues and month-end/year-end reporting issues. Such availability and the guaranteed maximum amount of time for resolution once a request for assistance is made must be specifically identified in the RFP response.

**KCN Response:** Keefe has read, understands and will comply. See the response provided to the next topic. A copy of Keefe's Service Level Agreement (SLA) has been provided as *Exhibit A* in the Exhibits section at the end of the commissary response.

The Vendor will describe, in detail, their company's service and maintenance program including remote access, diagnostics, downloading, and troubleshooting. Vendor should be capable of using a secure remote access.

### **Ongoing Help Desk and Software Support:**

#### **Technical Support Services**

Keefe Group staffs a centralized Technical Services support center including Service Desk, Configuration, Installation, Training, Systems Integration, and Software Development Services. Keefe uses LogMeIn as a remote support mechanism but can use other means as-needed to meet agency requirements. Keefe has worked extensively with agencies to find remote support mechanisms that comply with agency security needs for a given usage scenario.

A staff of systems technicians acts as primary support for help calls from around the country, and as on-site project managers and trainers in support of regionalized staff. Support is provided through Keefe Group's - 24x7x365 toll free assistance line staffed by Keefe Group Technical Services training personnel located in St. Louis, Missouri. Keefe Group Technical Services provides three (3) areas of services to customers daily.

- Contact Services
- Service Desk Services

- Project Services

### Contact Services

Contact Services is the first line of contact for service requests via phone or e-mail. All customer support incidents are documented in Service Now. History is available to all field sales staff and regional management on a real time basis.

Examples of first line support services:

- Resolution of communications errors
- Analysis of hardware errors and replacement of defective hardware
- Standard end-user training
- Order Tracking, Order Processing, Pricing Updates
- Telephone
  - Phone requests are routed through CISCO Call Manger on a 24 x 7 x 365 basis – phone requests are placed by dialing 800 864-5986. Phone services are available during business hours, defined as 6 AM – 7 PM Monday through Friday. During business hours, inbound calls are answered by our Tier 1 support team for incident creation and initial troubleshooting or routing of the call to the technician assigned to the open incident. If they are unable to resolve they will assign the incident to a technician in the appropriate support group.
  - If a queued call is not answered within five minutes, the call is routed to a voice mail extension which records a message from the caller and alerts the Tier 1 and other support teams of the voicemail. Calls directed to an individual technician are subject to the current availability of that technician at the time the call is transferred.
  - Any inbound call outside of business hours will be requested to leave a voicemail for after-hours support. A technician will call back within 30 minutes of a voicemail being left. There is a team of technicians on call 24x7 with manager escalation points. On-Call staff is equipped with equipment in order to support our customers while outside of our central office.
- E-Mails
  - E-mail requests are monitored during business hours by Tier 1 team from 8am to 5pm CST. The Tier 1 team screens e-mail either for immediate response or for escalation as a service event. If escalated to a service event, the Service Center Administrator opens a Service Now incident and either assigns the incident to a technician or adds the incident to the service ticket queue.
- Location
  - Contact Services staff is located at the Keefe Group Service Center Corporate Office in St. Louis MO Monday through Friday 6 AM – 7 PM CST. On-Call Staff are located off premises Monday through Friday 5 PM – 8 AM, Saturday and Sunday 24 hours per day, and Monday 12 AM – 8 AM. On-Call staff is located at the Keefe Group Service Center Office in St. Louis MO Monday through Friday 8 AM – 5 PM.

### Escalation Services

Escalation Services is the delivery of complex service desk service requirements. Contact Services escalate more complex service requirements to a higher level of complexity and urgency. Some examples of complex service requirements are:

- Recovery of failed hard drive and / or data recovery
- Re-configuration of standard software features including
- Accounting profiles
- Commissary restrictions
- Integration settings
- Communications setup
- Bank, check and cash management features
- Receipt settings
- Standard installations and upgrades.
- Analysis and reporting of software errors
- Specialized end-user training
- Standard Software Upgrades

## Hardware Service Plans and Business Continuity Options

### Hardware Service Agreements – repair and or replacement of defective hardware

- Hardware failures are covered under contracts with manufacturers such as Dell, Wyse, NCS, Brother, Tally Genicom, etc. These are typically 24-hour turnaround contracts for workstations, same day service for servers, and depot/warranty replacement for peripherals and kiosks. The facility may also opt to have Keefe Group provide on-site or depot service spare equipment to maximize utilization and minimize downtime in the event of hardware failure.
  - Server maintenance options are as follows:
    - Gold Dell on-site server service - would include 4-hour 24/7/365 on-site response time guaranteed by Dell Computer Corp after dispatch by Keefe Group help desk staff
  - Workstation maintenance options are as follows:
    - Standard Dell on-site workstation service - would include 8-hour 8 x 5 on-site response time guaranteed by Dell Computer Corp after dispatch by Keefe Group service desk staff
    - Depot - backup workstation service - would include the storage of a 'cold spare' workstation CPU at the Regional Distribution Center. In the event of a workstation failure at the facility, the cold spare could be installed and connected to the server database for use in a matter of hours by Keefe Group staff. At such time as the original workstation is repaired the process can be reversed at off-peak hours to re-introduce the original workstation and return the 'cold spare' to depot status. The cost of 'depot - backup workstation service' is reflected in the cost proposal
  - Kiosks, Monitor, Printer maintenance options are as follows:
    - Standard peripheral replacement services - In the event of failure of one or more of these peripherals, Keefe Group will ship a replacement for next day delivery and installation by facility staff. In the event that the OMR scanner can be repaired / replaced directly by NCS and this would be a quicker solution to return the equipment to service, Keefe Group Tech services will exercise the NCS service option.
    - On-site depot peripheral replacement services - Keefe Group will store one of each of these peripherals at the regional Distribution Center. In the event of a failure of one or more of these peripherals, Keefe Group regional Service Center staff will replace the peripheral(s) with a spare unit, and return the failed unit to Keefe Group Headquarters Technical Services for repair or replacement by the related vendor. Keefe Group Headquarters will return a service replacement to the Regional Distribution Center and have the failed unit repaired or replaced by the associated manufacturer or vendor

All cost/charges for maintenance, support, and repair of all software and vendor-provided equipment will be borne by the Vendor and will not be deducted from any commissions.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

All shipping and handling charges associated with equipment being returned, serviced, or replaced will be the responsibility of the vendor.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

During the term of any contract awarded as a result of the RFP, the Vendor agrees to provide maintenance to diagnose problems, determine proper solutions and:

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

Implement any required solutions, changes, modifications, updates or other services which are necessary to allow the software, vendor-provided hardware, interfaces with County-owned equipment and any other vendor-provided commissary equipment to perform in accordance with the specifications as set forth in the RFP.

**KCN Response:** Keefe has read, understands and will comply.

Upgrade the vendor-provided software and/or hardware as required. All software and/or hardware upgrades, fixes, or patches must be full QA'd prior to implementation, and the appropriate/designated County staff members must be notified in a timely manner prior to such implementation.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

Provide 24x7 support via a toll-free phone number over which we speak with a person. Vendor shall provide the number of support facilities and their location.

**KCN Response:** Keefe has read, understands and will comply. Keefe Group staffs a contact services department that handles initial contact from phone or email. This staff is accessible via phone 24 x 7 including after-hours paging. The Service Desk team also provides escalation support for issues that must be expedited.

Keefe's corporate office which houses its technical support staff, as detailed in the table below, is in St. Louis, Missouri. Keefe's regional office, which houses both technical implementation/support staff as well as operations support staff is in Bridgeton, Missouri (a suburb of St. Louis). Additionally, Keefe has a person with both implementation and operations experience and know-how, located right there in Lincoln, Nebraska, that can be called on to provide support as-needed. In fact, this person, Herschel Ralston, previously worked full-time at the Lancaster County facility (from 8/13-6/16) for Keefe's sister company, ICSolutions, while also providing support for Keefe's in-pod and lobby kiosks.

Title	# of Positions
Director of Technical Services	1
Senior IT Manager	1
IT Manager	2
IT Manager - Tier I	1
IT Manager - Infrastructure	1
IT Manager - Commissary/Integrations	1
IT Manager - Inmate Enablement	1
Financial Services Manager - Banking	1
Customer Accounting Analyst	5
Senior Customer Accounting Analyst	1
Financial Implementation Analyst	2
<b>IT Support Analyst</b>	<b>27</b>
Senior IT Support Analyst	1
Lead Technical Analyst	1
Senior IT Support Analyst	1
Lead Technical Analyst	1
Senior IT Support Analyst	4
Systems Implementation Analyst	2
Remote Implementation Analyst	2
Business Dev Tech Support Specialist	1

Title	# of Positions
IT Assistant Manager	1
Client Training and Support	1
Lead Technical Analyst	1
IT Support Specialist II	1
KCN Manager of Technical Services	1
Technical Hardware Specialist	2
Technical Documentation & Training Manager	1
Technical Writer	3
Training & Development Specialist	1
Portfolio Manager	8
Senior Project Manager	1
Senior Implementation Manager	1
IT Implementation Manager	2
Systems Support Manager - Midwest	1
Implementation Analyst	14
Implementation Analyst - Maintenance	5
Implementation Lead	3
Senior Implementation Analyst	3
Implementation Analyst - Midwest	4

Systems backups will be performed in a timely manner, and the vendor will ensure the appropriate/designated County staff members are properly notified of any issues or downtimes when any type of maintenance is performed.

**KCN Response:** Keefe has read, understands and will comply.

#### Disaster Recovery Services

Off-site Database Backup Service Keefe Group DB2 database tables are automatically backed-up daily. A compressed copy of these tables may be transported to the Keefe Group Technical Services Data Center via a password protected secure web connection. (These extracted data are also available for storage at the facility within the facility's current backup storage procedures

The Vendor must own, install, and support all vendor-provided software, servers, and kiosks utilized in the facility.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

The vendor must provide County personnel with Administrative Remote Access for the accounting/banking software.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement

The Vendor shall provide effective on-site training to the County as may be required or requested by the County up to 10 hours. This will include, but not be limited to, necessary training for Detention and Accounting personnel on Vendor's software and hardware if applicable. The Vendor will be responsible for inputting all commissary orders and, if requested, will supply all commissary orderforms. The training will be a "hands on" training for the staff to ensure a complete understanding of the software being introduced to the County.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement. As the incumbent vendor, any training should be minimal, and would be hands-on. Commissary orders are currently entered by most inmates via in-pod kiosks provided by Keefe, and Keefe staff would handle processing orders for any inmate that does not have access to a kiosk/tablet. Keefe will continue to provide this capability throughout the term of the new contract.

The County shall not be responsible for damage to vendor-provided equipment that may occur as a result of an inmate's use or vandalism of the equipment. The County will make all reasonable efforts to prevent such acts.

**KCN Response:** Keefe has read, understands and will comply.

### **Security**

This project requires access to multiple areas within the Adult Detention Facility and access to confidential County information. As such, the successful respondent and associate personnel must pass a background check prior to the start of work and prior to access to the facility is allowed. The background checks will be completed by Lancaster County and may include, but is not limited to, a reference check, criminal history check and active warrant check.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

Vendor staff and their private vehicles, clothing, packages, mail, lockers, etc., when located on ADF grounds are subject to search, consistent with policies and procedures and/or applicable laws.

**KCN Response:** Keefe has read, understands and will comply.

All on-site Vendor staff shall dress appropriately and display proper ADF-issued identification at all times.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

Any Vendor employee in violation of Corrections Department policies, procedures, and/or security regulations may be denied access to the facility. Should access be denied, the successful respondent shall remove the

employee immediately and replace the employee with a suitable substitute, as approved by the County, at no additional revenue.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

### **Commissary Pricing and Accountability**

Vendors must submit a complete list of available commissary items including the cost of each item. A copy of the current pricing for all commissary items shall be on file with the County. Vendor must maintain the commissary pricing submitted for the first year of the contract.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement. A proposed menu with pricing has been included as an attachment to the Revenue Proposal Form.

The County must be notified, in writing, of any proposed increases or decreases in the rates charged and MUST approve in writing any such change in any cost prior to any cost adjustment. Increases in commissary pricing will only be considered to coincide with contract anniversary dates starting on day one of the second year of the contract. The County reserves the right to reduce increases or deny increases that, in the County's view, are excessive or exorbitant. Cost increases shall never exceed the Midwest Region CPI for food away from home from the most current report.

**KCN Response:** Keefe has read, understands and will comply.

The County is sensitive to pricing practices that could be construed to be unfair pricing or price fixing.

**KCN Response:** Keefe has read and understands.

Implementation of any change in commissary pricing (increase or decrease) which has not been approved in advance by the County in writing shall be grounds for termination of the contract.

**KCN Response:** Keefe has read, understands and will comply.

The County must give prior approval of each item sold on commissary. Approval/denial of item(s) will be based upon safety/security concerns, building maintenance, medical concerns, etc.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

Implementation of any change in commissary items offered which has not been approved in advance by the County in writing shall be grounds for termination of the contract.

**KCN Response:** Keefe has read, understands and will comply.

Vendor is responsible for paying sales tax.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

The commission/revenue offered to the County shall be based on total gross sales revenues, with no deductions for fraud, bad debt, or uncollectible accounts. No deduction shall be made for any cost of providing the service described.

**KCN Response:** Keefe has read, understands and will comply.

Non-commissioned items will include stamped envelopes, postage stamps, indigent kits, admission kits, and on-site/special commissary items sold by the Institution.

**KCN Response:** Keefe has read, understands and will comply.

The Vendor shall be paid MONTHLY based on an invoice accompanied by an inmate commissary commission and summary report which shall include, at a minimum, the following information:

Date of Report

Reporting Period

Total Gross Revenue (with regular commissary and vending shown separately)The amount of taxes paid by Vendor.

Commission Amount (Total sales less tax and non-commissioned sales).

Summary report shall be submitted to County no later than the 10<sup>th</sup> of each month for the previous month sales.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

Failure to accurately document gross sales and commissions on a regular, monthly basis shall be grounds for cancellation, without penalty, of any agreement executed as a result of this RFP.

**KCN Response:** Keefe has read, understands and will comply.

The County reserves the right to audit sales and commissions on an annual basis. In the event that any error to the detriment of the County is found (whether an unauthorized deduction or other type of error) the vendor shall be responsible for immediate payment of that amount.

**KCN Response:** Keefe has read, understands and will comply.

## **B. TECHNICAL CATEGORY B - COMMISSARY SERVICES**

### **Vending Services**

The Vendor must supply a "Direct Debit" inmate vending program. This service must include sufficient vending machines as follows:

Supply vending machines to service inmates in twelve (12) dormitories, each housing a maximum of 24 inmates. Vendor will also supply one (1) microwave for each of the twelve (12) dorms.

Supply vending machines in the six (6) general population housing units. Each unit houses up to 64 inmates so multiple units will be required.

**KCN Response:** Keefe has read, understands and will comply. The equipment stated above will be provided in KCN's proposed solution. KCN developed and introduced a direct-debit vending solution to the corrections market in 2011 and then has implemented this service in numerous locations nationwide. If other commissary providers are offering the Lancaster County Adult Detention Facility a direct-debit solution, it would have to be a very recent development for them, and therefore they would possess very limited experience in deploying this service. An overview of Keefe's direct-debit vending service has been included as *Exhibit B* in the Exhibits section at the end of this section of the response.

Include necessary labor to keep the vending machines stocked with product.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement. Keefe currently has a staff of one full-time employee and if awarded the contract, would add one additional full-time employee to accommodate the additional vending machines (6) being requested in this RFP. Vending machines are currently being spot-filled daily.

All vendor-provided vending shall be tamperproof kiosks suitable for use in a jail. All machines will be mounted firmly to the wall in a secure manner and approved by the County's designee.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement. Each vending machine's front panel is made of non-breakable Lexan, and Keefe's kiosks are tamper-proof and constructed with security and safety in mind.

Allow for the direct use funds from the inmate's trust account to cover vending purchases.

**KCN Response:** Keefe has read, understands and will comply. Keefe meets this requirement with the vending service currently operating at Lancaster County. Charges for vending purchases as well as refunds (when product does not vend) are posted directly to the inmate's account in real-time.

Allow charges to be posted in real-time to the vendor's accounting system. Have the following Inmate Identification Options Available:

**KCN Response:** Keefe has read, understands and will comply. Keefe meets this requirement with the vending service currently operating at Lancaster County.

Primary will be QR Code scans from the inmate ID bracelet. Back-up method, if supplied, will be Manual entry with the following requirements:

Protect transactions via a PIN #.

Allow inmates to change their own PIN #.



**KCN Response:** Inmates are currently manually entering their inmate ID. Keefe currently does NOT offer QR code scanning. We are in the process of completing a project to allow RFID scanning (per customer a request/requirement) and if awarded the contract would be agreeable in working with Lancaster County to offer the capability for QR scanning and have already advised the technical staff that this request could be forthcoming. All vending transactions REQUIRE a PIN and an inmate CAN change his/her PIN via the touchscreen device installed in each vending machine (see *Exhibit B* in the Exhibits section at the end of this section of the response).

- Display BOTH the inmate's account balance AND spending balance PRIOR to and AFTER a transaction.
- Have the ability to impose a spending limit on vending sales over a specified timeframe.
- Have the ability to restrict use of the service, per inmate.
- Have the ability to restrict, per inmate, what items can be purchased from the vending machines.
- Have the ability to restrict an inmate's use to the machine(s) designated to his/her housing unit.
- Display inmate's previous purchase history.
- Allow an inmate to lock his/her account from vending purchases being applied.
- Have the ability to remotely disable vending on all machines.
- Generate reports, both summary and detail, on vending sales, per a user-specified date/time range. Detailed reports include the inmate name, inmate ID, amount of purchase and the date and time of each transaction. Reports can be run on each individual machine.

**KCN Response:** Keefe meets all the functionality requirements stated in the bullet-points above **with the vending service currently operating** at the Lancaster County Adult Detention Facility. Please refer to the information provided as *Exhibit B* in the Exhibits section at the end of this section of the response.

## C. TECHNICAL CATEGORY C – COMMISSARY SERVICES

### Equipment/Software – Inmate Kiosks

All commissary equipment provided shall be new and completely operational at cutover. The vendor will further ensure that all equipment continues to be operational through the duration of the contract period.

**KCN Response:** Keefe has read, understands and will comply.

Inmate kiosks will be capable of providing the following information to the inmate: Current account balance (balance available or balance owed), account history (including all past transactions), commissary order entry (must be bilingual), capability to manage and post the inmate handbook, inmate schedule, inmate menus, inmate worker job duties, library book check-out, etc. and have the ability for the Corrections Department to post other information. These capabilities are to be presented on the kiosk in a page format – not a rolling/scrolling manner. Sample screen shots should be included, and any other kiosk capabilities should be clearly identified and explained.

The inmate kiosks will be capable of allowing inmates the ability to submit requests to staff via a “kite”. This communication between staff and inmates will be able to be initiated by both parties.

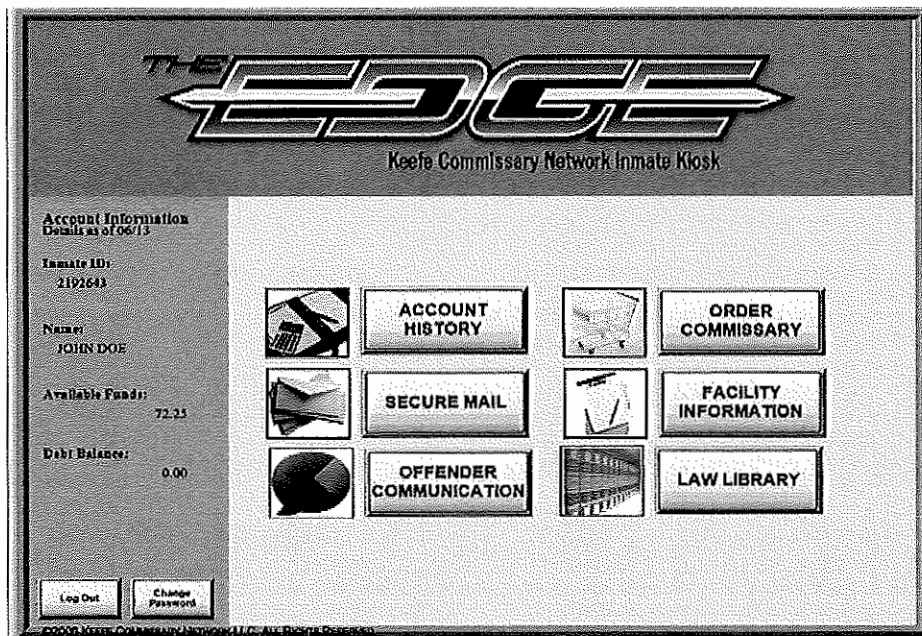
**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

Keefe’s Edge Kiosk application is a secure website hosted by Keefe. The application supports secure web browser sessions.

### Self Service Activities

The Edge Kiosk allows the inmate to participate in several self-service activities including:

1. Account History Review
2. Commissary Order Entry
3. Offender Communication (Message Exchange with Staff)
4. Secure Mail (Message Exchange with family members and friends including viewing and replying to messages (with Access Corrections Secure Mail & Secure Photo Program)
5. Facility Bulletin Board Information
6. Law Library



The Edge kiosk allows inmates to look up their accounts for balance and line item inquiries as well as order requests. Account history displays the inmate's completed financial transactions on Keefe and other inmate trust accounting platforms. Inmates enter their facility number then their pin numbers, just as if they were at a bank ATM. The pin number can be reset by either the inmate or an authorized facility administrator.

Account Information		Date	Type	Description	Amount	Balance
Details as of 06/13		06/13/2017	EPR	ORD.100017732-CommissaryPurch-Flag	-14.00	67.35
Inmate ID: 2192643		06/13/2017	SECUREDEPOSITS	RCPT: 5585772 DEP. JANE Q DOE	75.00	82.25
Name: JOHN DOE		06/13/2017	<DAMAGES>	DAMAGE TO HOLDING CELL	-15.50	7.25
Available Funds: \$7.35		06/13/2017	DAMAGES	DAMAGE TO HOLDING CELL	15.50	22.75
Debt Balance: \$0.00		06/13/2017	INMATE DEPOSIT	INITIAL DEPOSIT	22.75	22.75

### Commissary Ordering

Edge Kiosk is designed to allow inmates to enter their orders and adjust them as often as they would like until the cutoff time. Once the cutoff time is reached, all order requests are processed, and all facility rules and restrictions are applied. After all requests are processed, orders are built and dispatched to the distribution center for fulfillment.

The touch screen ordering system allows users to view approved commissary product pricing and availability. The ability of an inmate to see the product they are ordering has a direct impact on overall sales. Inmates can create a "grocery list" with our kiosk system. Inmates are assigned facility approved order forms or menus which are displayed to the inmates as their choices. Each order form or menu is displayed in category sections. Inmates will simply touch the category that will then display the items to be added to the grocery list.

Item	Description	Price	Tax
6079	WHOLE SHABANG 1.5 OZ	0.80	0.000
6083	WHT CHEDDAR POPCORN 5OZ	0.94	0.000
6100	POTATO CHIPS 1.0 OZ	0.80	0.000
6105	BBQ POTATO CHIPS 1.0 OZ	0.80	0.000
6106	PRETZELS	5.00	0.070
6108	MOON LODGE PRETZELS 11 OZ	0.96	0.000
6110	CORN CHIPS	5.00	0.070
6111	HOT&SPICY CORN CHIPS	0.80	0.000
No Image Found	6112 BBQ CORN CHIPS	5.00	0.070
6114	HOT FRIES (ANDY CAPP)	0.65	0.000

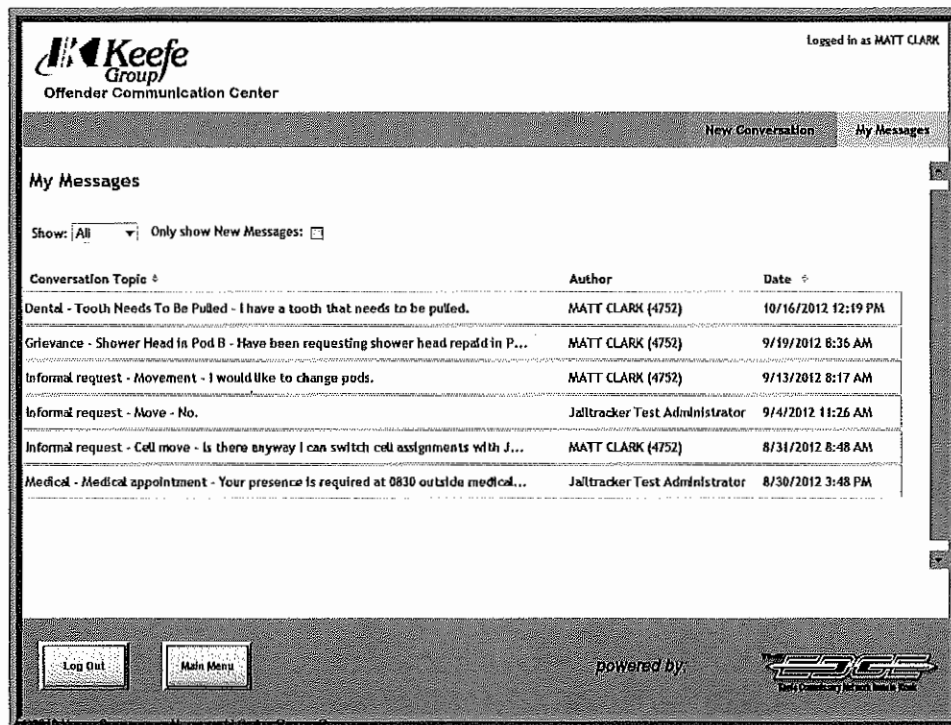
Subtotal: \$9.00  
Tax: \$0.60  
Total: \$9.60

### Message Exchange with Staff

The EDGE Kiosks will allow facility staff to utilize Keefe's Offender Communications Center for reading and responding to inmate requests. The requests are routed from the EDGE kiosks directly to authorized facility staff for review, approval and/or facility reply.

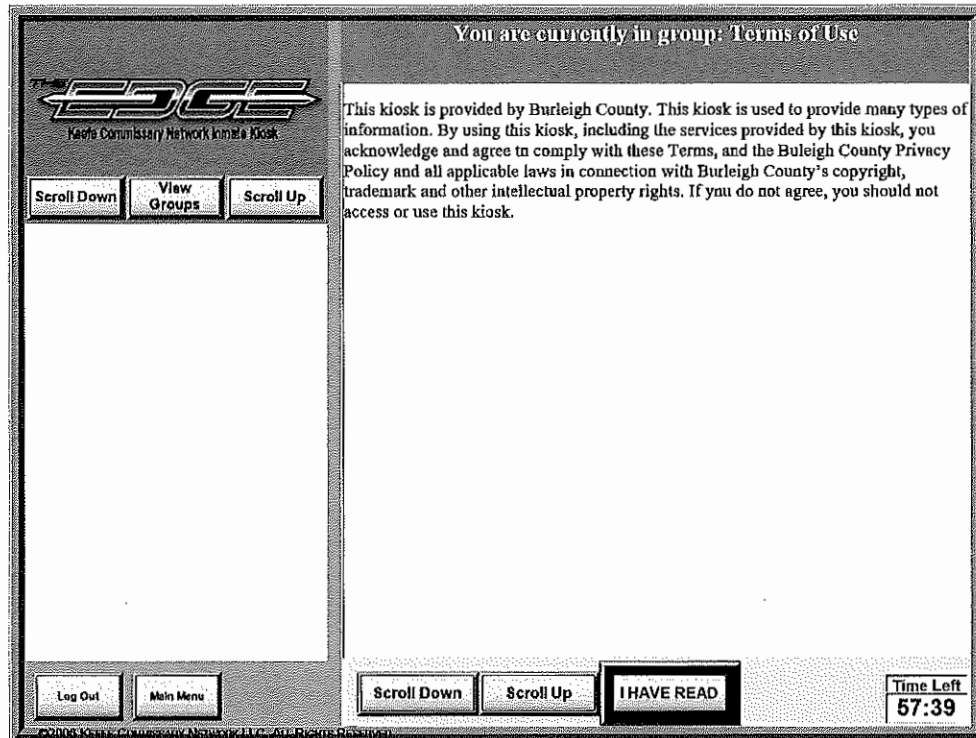
### Additional Message Exchange Features

- Individual staff members can be assigned roles that filter the types of topics they can read, initiate or reply
- An inmate or a staff member may choose a given topic to create a conversation
- Staff members and inmates can add text comments to an open conversation
- Summary information for all conversations may be exported into Excel and filtered for further research or statistical reporting
- Ability for staff to sort and filter messages
- Conversations may be reassigned from one staff member to another
- Facility may define a number of hours after which a dormant conversation topic must be escalated to an alert state
- Messages that achieve a given alert state may trigger an email to selected staff for immediate attention
- All texts within a conversation are individually time-stamped
- A given conversation may be selected and printed in its entirety



### Facility Bulletin Board Information

Edge Kiosks feature a facility bulletin board where facilities can post inmate information. Additionally, the Edge Kiosk solution can require inmates to accept a customized statement or policy before using other features. Edge can be set to require inmates to accept the statement or policy again if their account is inactive longer than a set period of time to be determined by the jail director or designee. Facilities simply choose the number of days from the original booking date. Every time the account goes from inactive to active, the Edge Kiosk treats the new active date like a new booking date:



All vendor-provided inmate kiosks shall be tamperproof kiosks suitable for use in a jail. All vendor-provided inmate kiosks will be mounted firmly to the wall in a secure manner and approved by the County's designee.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

The Vendor will address other software capabilities to include scheduling of medical appointments, haircuts, kites, and any other functionality including the system's ability to deliver messages to inmates through the kiosks.

**KCN Response:**

**Message Exchange with Staff**

The EDGE Kiosks will allow facility staff to utilize Keefe's Offender Communications Center for reading and responding to inmate requests. The requests are routed from the EDGE kiosks directly to authorized facility staff for review, approval and/or facility reply.

**Additional Message Exchange Features**

- Individual staff members can be assigned roles that filter the types of topics they can read, initiate or reply
- An inmate or a staff member may choose a given topic to create a conversation
- Staff members and inmates can add text comments to an open conversation
- Summary information for all conversations may be exported into Excel and filtered for further research or statistical reporting
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- All texts within a conversation are individually time-stamped
- A given conversation may be selected and printed in its entirety

The Vendor must own, install, and support its own software and any servers, kiosks and any other hardware provided. None of these factors can be performed, supported, or owned by a third party.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

Technical support must be provided, at no additional charge, by the Vendor's dedicated technical staff, 24 hours per day, and 365 days per year via a toll-free phone line.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

**Ongoing Help Desk and Software Support:**

Specification	Description of Specification
<b>24 x 7 Service Desk Support via Toll Free Number</b>	Keefe Group staffs a contact services department that handles initial contact from phone or email. This staff is accessible via phone 24 x 7 including after-hours paging. The Service Desk team also provides escalation support for issues that must be expedited.
<b>Software Upgrade Assurance</b>	Keefe Group staffs a software development department that creates and tests ongoing updates to the Keefe Group technologies. All upgrades are provided at no additional cost to the Keefe Group customer

Installation, training, and technical support must be provided by the Vendor's dedicated technical staff and may not be provided by a third party.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

The Vendor-owned commissary software must be directly linked to the Vendor's host billing system so that purchases and credits posted in the commissary software will automatically generate the Vendor invoices and credits.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

Any revenues for required interfaces or integration with a 3<sup>rd</sup> party's software must be paid by the Vendor.

**KCN Response:** Keefe has read, understands and will comply.

Each vendor must describe their previous experience in successfully integrating with Jail Management systems including details on the process and the level of integration. Each vendor will provide a list of Jail Management systems with which their system is capable of integrating.

Vendor software must be able to interface with the designated inmate telephone vendor's software to enable phone time charges to be deducted from the inmates' accounts. Respondents must agree to interface with the designated inmate telephone vendor's system.

**KCN Response:** Keefe has read, understands and will comply. KCN has the capability of and is agreeable to interfacing with any of the national providers of inmate phone services.

Each vendor will describe the evolution and provide a timeline in its software development. Proper backups will be performed on the system in a timely manner.

**Keefe Response:**

For two decades, the Legacy application evolved based on feature requirements gathered from customers, competitive bids, partner systems, integration opportunities, architectural needs, security, and performance.

**1992**

- Customer Feedback - Significant numbers of Keefe wholesale customers expressed an interest in outsourcing the commissary operation.
- Technology Initiative - Provide Inmate Banking and Commissary systems to allow just in time inventory, online ordering from inmate accounts, and tracking of inmate balances.

**1994**

- Customer Feedback – Buchanan County, MO requested use of Keefe commissary system interfaced with its own banking system
- Technology Initiative - Build new interface for linking Keefe Commissary with partner banking systems. This initiative has resulted in more than forty interface technologies provided to more than 100 county/state jurisdictions to date. Jurisdictions include Los Angeles County, Virginia Dept. of Corrections, Maine Dept. of Corrections, Michigan Dept. of Corrections, Massachusetts Dept. of Corrections, Philadelphia Department of Prisons and Travis County Sheriff
- Customer Feedback - Multiple customers had an interest in automatically opening accounts for inmates in the Keefe system through an interface with the Jail Management system.
- Technology Initiative - Build new interface for linking Keefe Banking with partner custody systems (JMS/OMS). This initiative has resulted in more than sixty interface technologies provided to more than 800 county/state jurisdictions to date. Jurisdictions include Dallas County TX, Duval county FL, City of Atlanta GA, Cook County IL, State of Maryland Department of Public Safety and Correctional Services, Rhode Island Dept. of Corrections, Vermont Dept. of Corrections, Seminole County FL
- Customer Feedback - Draft bank checks directly from the Keefe inmate banking system
- Technology Initiative - Engineer check writer capability with check stock configuration and check search reporting. Nearly all Keefe inmate banking customers continue to use this feature to date.
- Customer Feedback - Provide system to inventory inmate personal property – Leon County FL RFP requirement
- Technology Initiative - Develop complete life cycle inmate property management system with customizable item and location management, disposal and release.
- Customer Feedback - Allow for deductions from inmate accounts recoverable from future funds – Union County NJ, Camden County NJ, and Atlantic County NJ
- Technology Initiative - Developed Charges, Payments, collection rules capabilities for Keefe customizable transaction types, and developed receivable reporting to track inmate obligations.
- Customer Feedback - Allow scheduled deductions for recurring fees – Leon County RFP requirement
- Technology Initiative - Developed Scheduled Transactions logic and central scheduler service for managing recurring financial events

**1995**

- Customer Feedback - Provide a client/server version of the Keefe software for multi-station use
- Technology Initiative - Developed server-based database and client software install for connection to the server, preserving real time entry in a multi-user environment
- Customer Feedback - Provide Bank Reconciliation Feature
- Technology Initiative - Engineered Bank period tracking, Book to Bank reconciliation, and bank reconciliation reporting
- Customer Feedback - Improve productivity and accuracy of commissary operation by scanning bubble scan order forms
- Technology Initiative - Engineer native ScanTron API into Keefe Commissary software
- Customer Feedback - Allow money orders deposits and check deposits to be held for a period of time before available to the inmate.
- Technology Initiative - Add hold period configurable for any deposit type, and allow overrides of holds and exceptions for certain purchase types

**1996**

- Customer Feedback - Allow individual financial clerks to enter transactions in batches, locking transaction types, descriptions, and amounts for repeated use – Cook County IL RFP requirement
- Technology Initiative - Engineer new user interface for batch entry of transactions with 'review before posting' and batch reporting

## 1998

- Customer Feedback - Surveillance and audit trail of all cash handling activities within the jail or prison
- Technology Initiative - Engineered Cash drawers and Session/shift management into the Keefe banking platform. Hundreds of current Keefe inmate banking customers continue to use this Sarbanes Oxley compliant feature to date.

## 1999

- Customer Feedback - Provide the entire Keefe system in Microsoft Windows graphical format – Miami-Dade County FL RFP requirement
- Technology Initiative - Converted entire banking and commissary platform to Windows 3.1 compliance with full graphical interface. Enhancements continued year by year on this platform to grow with the capabilities of Microsoft Windows.
- Customer Feedback - Present a real time dual entry General Ledger with chart of accounts configurable by the customer – Miami-Dade County FL and Duval County FL
- Technology Initiative - Incorporated fully configurable dual entry system with real time General Ledger and context sensitive reporting. This feature has been a cornerstone of the GAAP compliant Keefe system.

## 2001

- Customer Feedback - Allow inmates to place orders over the phone
- Technology Initiative - Engineer Remote Order Entry platform for communicating inmate balances and accepting inmate orders through phone systems. Dozens of Keefe customers continue to use this cost effective, green technology for collecting inmate order requests.
- Customer Feedback - Provide flexible reporting for non-standard and ad-hoc reporting needs
- Technology Initiative - Developed Crystal Reports integrated Report Viewer and trained Keefe staff on creating and distributing reports customized for use by Keefe customers

## 2002

- Customer Feedback - Enable point of sale for counter sales when the inventory is in an on premise store – RFP requirement of Florida DOC
- Technology Initiative - Developed secure point of sale and inventory management capabilities with purchase ordering, cycle count management, bar-code scan entry of items for sale.

## 2004

- Customer Feedback - Enhance commissary restriction management to be assigned automatically to various populations
- Technology Initiative - Upgraded restriction management to be automatically sensitive to location, gender, age, and other demographics
- Customer Feedback - Allow inmates to purchase commissary items from a mobile cart – Dallas county TX RFP requirement
- Technology Initiative - Engineered cart hardware, mobile point of sale software, and network infrastructure to support cart sales operation. Dozens of Keefe customers continue to use this technology to date.

## 2005

Customer Feedback - Allow inmates to order commissary from housing unit kiosks

Technology Initiative - Engineered the Edge Kiosk hardware, software, and network to enable a variety of self service functions for inmates. Tens of thousands of inmates use this technology to date.

## 2007

- Customer Feedback - Communicate with online deposit services to allow family members to fund inmate accounts Technology Initiative - Introduced Access Corrections with multiple portals for family members including kiosk, web, phone and walk-up deposits. Hundreds of Keefe customers continue to use this technology to date
- Customer Feedback - Reduce or eliminate release check issue in favor of debit cards
- Technology Initiative - Introduce automated Debit Card release technology integrated with Keefe inmate banking release workflow. Over 200 customers continue to use this feature currently.



**2008**

- Customer Feedback - Provide Inmate Fiscal Responsibility Programming for monthly and quarterly contributions to obligations – Federal Bureau of Prisons – GEO Rivers, NC
- Technology Initiative - Developed financial planning and scheduled transactions tailored to the individual inmate financial plan
- Customer Feedback - Enhance cash management by providing a cash counting intake device
- Technology Initiative - Engineer booking kiosk cash counting peripheral including automated integration with Cash Drawer Management

**2009**

Keefe acquired two additional inmate accounting/commissary systems and has developed its newest inmate accounting / commissary cloud system.

**2012**

- Customer Feedback - Provide inmate request system for inmates to request services from staff members
- Technology Initiative - Introduced Edge Exchange inmate interface and staff portal for kites and informal resolutions
- Customer Feedback - Issue Group Check after entering inmate debits in batch accrued to GL Account Payable (Maryland DPSCS)
- Technology Initiative - Modify Batch processing to include single check to single payee for multiple inmate debits
- Customer Feedback - Issue multiple checks to multiple payees within a single payment batch (Maryland DPSCS)
- Technology Initiative - Queue multiple checks, one per transaction, within a batch off debits to inmate accounts
- Customer Feedback - Enable inmates to make vending purchases directly from their commissary account (Racine County WI)
- Technology Initiative - Engineer direct debit vending solution such than inmates may order vending items directly from their commissary accounts

**2013**

- Customer Feedback - Use menu sell codes of five digits for wholesale sales processing (Nevada DOC)
- Technology Initiative - Expanded sell code storage and presentation to include 4, 5, 6 digit menu codes

**2014**

- Customer Feedback - Allow accounting periods to transcend calendar dating to incorporate adjusting entries into prior periods (Oregon DOC)
- Technology Initiative - Create accounting period data organization and user interface to organize and report on transactions by accounting period
- Customer Feedback - Provide Cloud based banking and commissary solution to take advantage of provisioning, centralization, web browser technologies
- Technology Initiative - Introduced Keefe Cloud banking solution at San Francisco County Sheriff (CA), Taft County Sheriff (CA), El Dorado / South Lake Tahoe (CA), Carroll-Montgomery MS

**2015**

- Keefe officially moved from the Legacy server-based banking and commissary application to its hosted Keefe Cloud Online Banking application. Its Cloud Online Commissary solution was released in 2018.
- The newest inmate accounting / commissary cloud system is the successor to the three legacy systems currently supported by Keefe. Capabilities of the newest cloud platform include inmate banking, commissary, automated self-service kiosk solutions, and automated payment and deposit services.
- Keefe's development staff releases new features to the Keefe Cloud system(s) twice per month. All updates are immediately available to all Keefe customers free of charge.

## 2016

- Customer Feedback - Incorporate payroll deduction logic for advanced payroll processing for state and work release inmates (Arizona Department of Corrections, and Arizona Department of Community Corrections)
- Technology Initiative - Added deduction processing and net-forward real time in-line calculation of residual for additional debt recovery
- Customer Feedback - Provide Account Payable function for accruals to vendors / government Jurisdictions and for court ordered processing
- Technology Initiative - Added Accounts Payable module for closing accruals within an accounting periods

## 2017

- Customer Feedback - Provide Commissary Cloud system compatible with Banking Cloud platform – initiative endorsed by merger of Trinity and Keefe into Trinity Keefe Courtesy (TKC) Holdings
- Technology Initiative - Develop and deploy commissary online system including manual and phone order entry technologies

## 2018

- Customer Feedback - Enhance vending capabilities for real time assessment of plan-a-gram/refill
- Technology Initiative - Engineer plan-a-gram hosted surveillance for vending operations
- Customer Feedback - Enable kiosk/tablet order entry for cloud commissary system
- Technology Initiative - Re-program Edge application for hosted / mobile platform – Edge 2.0
- Customer Feedback - Seamlessly migrate data and history from Canteen Manager, Swanson Cobra, and Keefe platforms for use in new cloud applications
- Technology Initiative - Developed migration technologies to ensure that legacy systems communicate balances and history to the new cloud platform

Since 2018 most of Keefe's software development has pertained to their online banking and commissary software. Lancaster County has the option to transitioning to the new(er) software and a demo can be provided to assist the county in making this decision.

The audit trail must not be alterable by any person.

**KCN Response:** Keefe has read, understands and can comply with this requirement.

Upgrades must be included free-of-charge as part of the vendor-provided maintenance.

**KCN Response:** Keefe has read, understands and will comply.

There should be a web-based, remote access feature included with the system.

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

There must be no cost to the County to integrate with the current Inmate Management System. Data transfers must transfer to and from the Inmate Management System at any frequency requested by County. Transfers back and forth must be accomplished via FTP (not SFTP).

**KCN Response:** Keefe has read, understands and will comply. Keefe is currently meeting this requirement.

Training must be provided to Corrections Department IT employees to provide first line of support for system. Vendors shall describe how training will be provided to Corrections Department staff.

**KCN Response:** Keefe has read, understands and will comply.

### **Phase I and Phase II Training**

Training methodology for Phase 1 and Phase 2 are similar. Phase 1 would be centered on commissary software training and Phase 2 would be concentrated on inmate banking software training.

KCN Project Coordinators engage facility user team leaders in a collaborative approach to defining scenarios for user acceptance. A scenario for commissary may be 'process 10 representative scanned orders and evaluate restriction processing across 3 allowed lists.' A scenario for inmate banking may be 'process payroll for 100 inmate accounts and evaluate withdrawals, obligation deductions, and resulting available balances.'

From these scenarios KCN Project Coordinators create a test system for validation of user requirements. Facility user team leaders then validate test scenarios and recommend changes of configuration and/or software features. This is an iterative process. Once completed the test system becomes the end user training system.

### **Technical Training Documents and Guides**

KCN Project Coordinators will team with the KCN Technical writer to develop a user handbook customized to the configuration established in the test system. The handbook is the basis of user training. We anticipate that there will be a number of different user roles such as intake, accounting clerk, mailroom, financial manager, release, etc. Each role will have a specific set of functions within the system. Each role will have a unique set of guidelines within the handbook. The handbook may be separately distributed for end-user reference.

### **Training Sessions**

Training sessions will be conducted by user role. Users will acknowledge participation in training classes held on premise at the facility(ies). Additional training options include web-based training with assistance by KCN Project Coordinators, and/or group presentations with open question and answer sessions.

IT roles relating to interfaces, administration, and security will also be documented and available for training. KCN Project Coordinators will familiarize and train IT staff on roles accepted by the facility for administration of network, security or other infrastructure related options. Day to day interface functionality will be included in the test scenarios for user acceptance. KCN Project Coordinators will produce trouble-shooting guidelines that include items that may be the responsibility of either facility IT staff or KCN tech support staff or both.

Vendors shall detail the client configuration for Commissary kiosks.

**KCN Response:** Keefe's Kiosk client configuration utilizes Windows 10/ IE 11 and Keefe – EdgeRunner support agent.

Vendors shall detail the documentation as to how transactions are reflected in the system, describe how adjustments and/or corrections are entered into the system, and the related audit trail.

### **Keefe Response:**

Keefe's Banking software features a real time General Ledger that enforces dual entry GAAP accounting types and behavior. A complete audit trail of all Lancaster County transactions is permanently stored in the system.

Data stored with all transactions includes Lancaster County user, location, timestamp and any related transactions and activities, such as collection of debt, checks, debit cards, stored documents, custom fields, and notes required at time of entry, cash drawer relationships, bank relationships, accounts payable and accounts receivable summarizations, disbursement, and fiscal period actions.

Within Keefe's Inmate Banking system, transactions are voided by selecting Void from the context menu for the transaction. A Void Description dialog box opens when Void Transaction is selected, and the user can add a description.

### **Voiding Transactions**

Fixing errors is EASY – Lancaster County users may either void or correct transaction directly from the transaction pop-up menu, or users can provide a description of the reason for the void or correction which will be recorded for audit. All

linked transactions are automatically voided.

### **Direct Deposit Services**

Vendors must provide technology, free of charge to the County, which allows family members and friends to deposit funds into an inmate's account by these four methods at a minimum. (Any other methods available should be described as well).

Secure Website (credit/debit card, electronic check)  
Toll-free number/call center available 24 hours per day (credit/debit card, electronic check)  
Lobby kiosk (cash or credit/debit card) in main facility  
Walk-in locations (cash or credit/debit card)

All deposit methods must be linked with the vendor's software so that the deposits are transferred on a real-time basis electronically to the inmate's account.

Vendors must provide the designated Corrections Department employees with a password and username to securely access the online interface. This access must allow such designated employees to perform the following functions:

Download monthly reports Investigate and supervise payments

Vendor must guarantee all payments, eliminating the County from liability for fraudulent or cancelled payments.

There must be an ability to provide law enforcement access to the funds held in the cash kiosks for investigative purposes in compliance with any court order.

Vendors must provide primary, bilingual customer support for these services.

The system must be available 24 hours per day, 7 days per week, and 365 days per year.

Each vendor must include a complete list of all fees associated with deposit services. In addition, the County requires that the vendor provides a mechanism for the cash payment of work release fees, bond payments, bond fees, and booking fees at no charge which needs to be described in detail. Fees shall be submitted on the document provided as part of the Cost Proposal. Vendors shall reference the Max. fees allowed in Commissary Attachment 1 and 2.

The vendors must describe in detail how the BOND Module functions. This functionality should include how bond payments are processed, how money is added to the BOND account, etc. Any limits on the amounts of money that can be deposited at one time must be described.

The County expects that the system can accommodate a deposit of less than \$10,000 dollars (in compliance with the Federal Bank Secrecy Act).

Vendors shall detail how cash for BOND payments is accepted.

Vendor will be responsible for providing armored car service for kiosk cash pickups, at no cost to the County.

**KCN Response:** Keefe has read, understands and complies with all the requirements listed under Direct Deposit Services, **except for accepting electronic checks. However, Keefe does offer its Lockbox feature for accepting checks and money orders.** Additional information on this can be found in the overview of this service, which has been included as *Exhibit C* in the Exhibits section at the end of the section of the response.

Keefe is well experienced in handling a large volume of trust fund and bond payments for the correctional market. Keefe currently processes over 7 million transactions per year while providing these services to over 700 County facilities and sixteen (16) State Department of Corrections encompassing over 650,000 inmates.

Keefe has in-house customer service representatives and also provides support through a U.S. based third party call center. All CSRs are specifically trained to handle customer's bond payments, transaction history, complaints and financial discrepancies. Keefe provides support and allows for phone payments 24 hours a day, 7 days a week. In addition to live CSR's, users can make payments via **Interactive Voice Response System (IVR)** for a quick and easy payment option.

By implementing the Access Corrections Bond Payment service, you not only provide detainees and their families a convenient option for posting bail, you also streamline your agency's processes. The software works with your existing Secure Deposits lobby kiosk and allows you to configure multiple services with unique parameters. With this program, users can post bond with cash or credit. Payments are collected directly by the web, mobile app, phone and lobby kiosk.

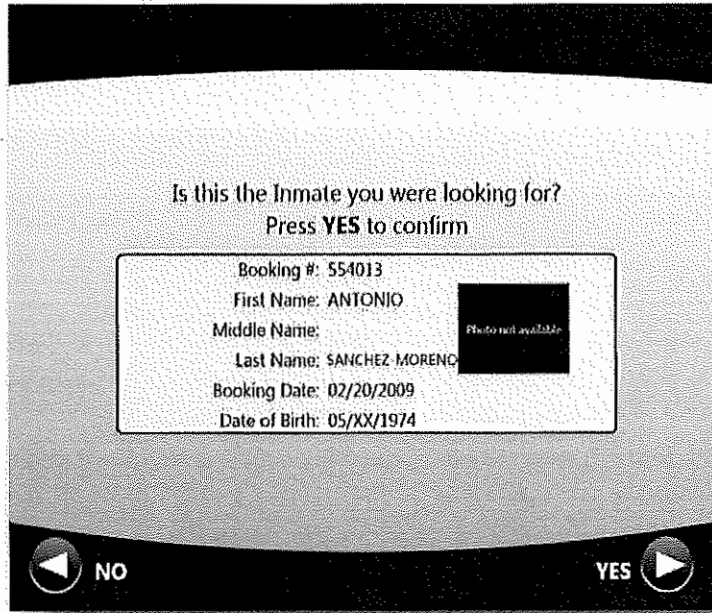
### Deposit Purpose Feature

Our Deposit Purpose feature allows depositors to make deposits for a specific purpose. This can include Trust Fund Deposits, Bail, Probation and Parole, Medical, etc. The deposit purpose fields can be customized per the facility's needs. By identifying what the deposit is for it allows for easier understanding and reconciling of each deposit. These deposits can be made via lobby kiosk, web or phone.

### Lobby Kiosk

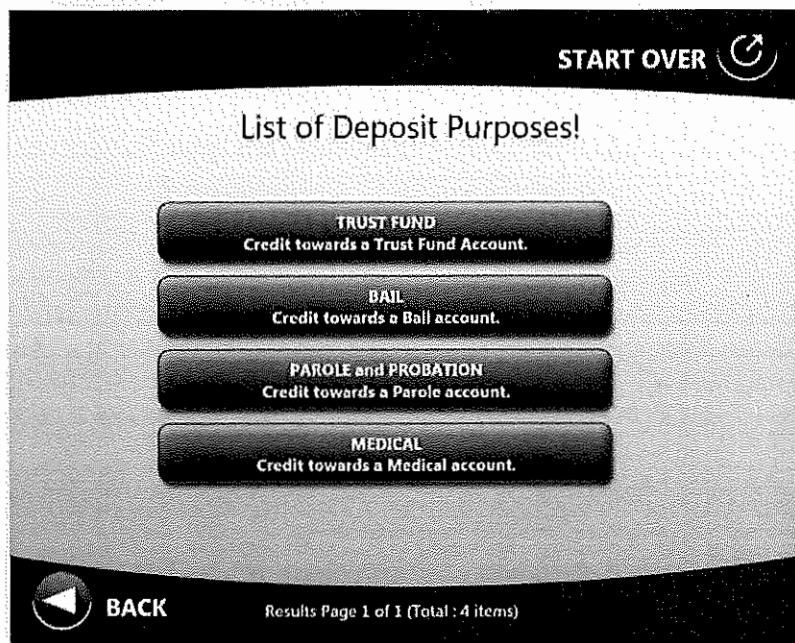
Our Lobby Kiosk can be setup with our Deposit Purpose feature. This allows the depositor to identify what purpose they wish to make a deposit.

The image shows a kiosk screen with a dark header containing a "START OVER" button with a circular arrow icon. Below the header, the text reads: "Please enter Last and First Name by using the on-screen keyboard. When you are done, select NEXT to continue!". There are two input fields: "Last Name" and "First Name". Below the input fields is an on-screen keyboard with the following layout: Row 1: Q, W, E, R, T, Y, U, I, O, P, Backspace; Row 2: A, S, D, F, G, H, J, K, L, Next Field; Row 3: Z, X, C, V, B, N, M, Symbols; Row 4: CAPS, Space. To the right of the keyboard is a numeric keypad: Row 1: 7, 8, 9; Row 2: 4, 5, 6; Row 3: 1, 2, 3; Row 4: 0, ., Del. At the bottom of the screen are two large buttons: "BACK" with a left-pointing arrow and "NEXT" with a right-pointing arrow.



The depositor first searches for and then selects the offender:

After the offender is selected, a list of deposit purposes will display. This allows the depositor to select the purpose of their deposit. The list of deposit purposes can be customized per facility.



We accept both cash and credit/debit card deposits. The depositor then selects their method of deposit to complete.

## Accounting Software

Vendors shall provide a detailed description of the capabilities and features of their specific accounting software.

### KCN Response:

The entire KCN software system is protected by password security both at the feature level and at the individual accounting transaction level. The logon display is presented at various points to validate the User ID and password. In the Officer Management and Account Management, and local workstation setup Systems Administration Modules, facilities can design and enforce virtually infinite levels of security at the group, individual, and workstation levels, as well as define a full chart of accounts, create customized accounting transactions, setup recoverable percentages, configure receipt and check printing formats, and define the most comprehensive set of commissary order entry restrictions available in the industry.

Additionally, the authorizing User Id, workstation number, and time stamp (to the millisecond) are permanently recorded on each financial transaction to enable audit-ability and accountability at the record level. Logins can fit into certain user-defined roles that might include administrator, accountant, public user, inmate, etc.

### Authorization Controls include

- More than one-hundred separately authorize-able functions ranging from access to smart icons to groups of accounting transactions to cash management and GL functions to inmate property controls
- Independent user authorization IDs that can be added to user-defined groups for ease of management and change control
- Application idle timeouts with automated logoff
- Independent workstation authorizations that can be added to workstation groups to limit activities in sensitive areas such as cash handling, check writing
- Inquiry only modes to prevent unauthorized updates to inmate and/or General Ledger Accounts
- Each financial transaction retains the user id, station id, timestamp, and unique numeric record key.

### Cash Management

- Enforced Drawer Counts
- Automated drawer closing and transfer procedures
- Lockout of Cash transactions if drawer is not opened
- Cash drawer approval workflow including recount, over & short investigation, supervisory adjustment, pooling of approved drawers into a single bank deposit, on-line review of all drawer activities including counts, changes, approvals, deposits

### Active Real Time General Ledger

- Access controlled by user ID and station ID
- Enforced Dual Entry Accounting
- Summarization of transaction amounts by month, year
- Trial Balance from any date to any date
- Context sensitive transaction codes, authorized by account, user, and workstation

### Check Register and Bank Reconciliation

- Ability to use pre-numbered or blank check stock
- Ability to record bank account, routing, and check ID with magnetic ink printing technologies to ensure that all checks recorded to the system are printed from the system
- Simple and Advanced on-line query capabilities including dollar ranges, date ranges, check number ranges, payee wild card search, inmate issuing check, and transaction type
- Ability to update status to cleared, voided, expired
- Automated Bank to Book Reconciliation with the ability to record and retain bank opening and closing balances and dates, documents cleared, bank charges and credits.
- Positive pay check issue transfer to allow bank to flag possibly fraudulent checks
- Automated bank reconciliation capabilities to receive check and deposit status in electronic format from bank

## Transaction Controls

- Ability to set out of range transaction warnings
- Ability to apply holds to suspect deposits
- Ability to limit the transaction types viewable from data entry panels based on user ID and station ID
- Automated account close features to avoid errors in applying closing amounts
- Ability to Encumber funds for Release Aid
- Pending commissary order amounts reserved to avoid over-spending the inmate's balance

## Integrity and Audit Trail

- Each financial transaction relating to an inmate account becomes a record in the RES\_JOURNAL table of the KCN multi-user, multi-site database. The record includes the inmate's account code and the date, amount, timestamp (to the millisecond), workstation ID, officer ID, description, receipt number, cross-reference to related transactions (e.g. recoverable, bank reconciliation, general journal, etc.), and the transaction code (e.g. DEPCASH, DEPMO money order, EPR electronic commissary purchase, ERF refund, CHECK, etc. [these transaction codes are both unlimited and 100 percent user definable]).
- Depending on the nature of the transaction type, i.e., recoverable, associated transactions may also be entered in other journals such as the recoverable registers, the check queue, the general journal, etc. During the creation of a commissary order, each line item of order request detail is committed to the ORDERDET table and is linked to the inmate account by a cross-reference in the ORDERIDS table. Order detail is then classified with rejection codes, indicating whether the inmate is allowed the item or the quantity as a standalone restriction or in combination with other purchase or restriction patterns specified by the sheriff's department, and implemented by means of KCN's order form restriction profile subsystem.
- The inmate's balance is the net credit amount after deducting debits in the RES\_JOURNAL. The inmates' recoverable balance is the net debit amount after deducting credits in the recoverable registers. Both balances are viewable at all times from the inmate accounts register.
- Recoverables are further classified by recoverable types, such as MEDCOPAY, DAMAGES, COURTFEES, etc. These balances are presented in real time at the Inmate Accounts panel, Inmate Property panel and the commissary order entry panel of the KCN Inmate Banking and Commissary System.
- Transactions related to inmate accounts are summarized in the General Journal under the title RES\_ACCT, viewable and printable at various user screens throughout the Inmate Accounts module and subject to ad hoc query capabilities in the KCN Inmate Transactions reporting module. All other General Journal Account transactions are stored in the GL\_JOURNAL table, which has a record layout like that of RES\_JOURNAL. General Journal transactions are grouped by Account in the General Journal and are summarized by month and year. Using the scalable trial balance feature of the General Journal, transactions may be grouped and reported on for any time span, including accounting periods asynchronous to common calendar spans such as months and years. For example, the GL Trial Balance Feature may be employed to group transactions by a Fiscal year such as October 01, 2000 - September 30, 2001, or into smaller accounting periods such as five-week 'months' for reporting purposes. General Journal reporting is also context sensitive, such that users can produce reports based on multi-selected line items in summary or detail amounts at the General Journal View.
- The complete audit trail then begins at the highest level in the General Journal View and extends through the Inmate Accounts screens through the KCN inmate transactions reporting module. Should there be any additional audit requirements beyond what is standard, KCN staff are skilled in constructing direct database SQL, and/or sheriff's staff may employ third party products that can query and report directly on the UDB database via ODBC or indirectly on the comma delimited ASCII files created during the daily backup.
- The KCN software application will not allow alteration of source data committed to the DB2 database during the course of data entry by facility staff.
- KCN employee security policies stipulate that no KCN Database Administrator can update DB2 source data without the express written consent of a facility administrator qualified to make such a judgment.
- Data fields can be customizable to meet the facility's business needs. The Keefe software system allows for user definable fields for all accounting entities and commissary functions including bank information, general ledger accounts, accounting transactions, receipts, receipt numbering, commissary items, commissary restrictions, officer identification, officer authorizations, workstation authorizations, and global reference fields. Wherever these options appear to the user in drop-down format, the user defined fields are presented in the drop-down list. The extent of the items visible on the list is also controlled by the individual user and workstation authorizations, such that one user may see more or fewer options than another user, and a user at one workstation may see more or fewer options than that same user



sees at a different workstation. All of these settings and authorizations can be controlled by the County with proper authorization within the Keefe software

Such software will be provided at no charge and will be used as the primary inmate fund accounting system.

**KCN Response:** Keefe has read, understands and will comply. Keefe's proposed solution allows Lancaster County to resume using the existing software provided by Keefe or transition to Keefe's newer online/hosted software system, at no charge for the duration of the contract. An overview of the online software has been provided as *Exhibit D* in the Exhibits section at the end of this section of the response.

The vendor will ensure that the latest software version is utilized, and that upgrades, and modifications are provided at no charge.

**KCN Response:** Keefe has read, understands and will comply.

The software must be able to maintain a permanent record of activity for each individual inmate, including a full accounts receivable capability for recoverable.

**KCN Response:** Inmate financial transactions, including those that establish a balance in a deficit status, are retained indefinitely by the KCN system. For instance, if the inmate was released today with open recoverable balance(s), those balances would still be active and collectible should the inmate be re-incarcerated five years from today.

The software must be able to provide various reports on gross sales, total sales by item, location, and by individual inmate.

**KCN Response:** Keefe's system meets this requirement.

There are (3) three levels of reporting including native workflow reporting within the application:

1. ODBC access to a variety of off-the-shelf reporting products including Microsoft Access and Excel.
2. KCN ReportViewer,
3. Reporting provided by KCN with KCN-supplied custom Crystal Reports

#### **ODBC Access**

ODBC access to a variety of off-the-shelf reporting products is available within the KCN system. The IBM DB2 relational database can be accessed by web services, ODBC connections, direct client connections, and to export flat file, delimited, XML, or other industry standard formats.

One example would be to map the database through the Windows Control Panel ODBC administration feature, then browse the tables through either Microsoft Access or Microsoft Excel. KCN can provide table layout information, or alternatively KCN can construct a custom view of the data most frequently requested so that the facility has access to a single view rather than to a collection of tables.

#### **Native Workflow Reporting**

This type of reporting is embedded into the KeepTrak™ Inmate Banking System at various points where standardized outputs are convenient. Workflow reporting would include:

Receipts - Account History – Transaction Batch detail and summary – Cash Drawer history – Check Research Results – Bank Reconciliation summary and detail – General Ledger reporting - Transaction level reporting

## **KCN ReportViewer™**

KCN's KeepTrak ReportViewer™ is a rich client application that embeds Seagate Crystal Reports for user selection. The KCN technical staff provides the individual report objects from their library of standard reports.

The accounting system must be accessible on-site and allow remote access.

**KCN Response:** Keefe's system meets this requirement.

The accounting system and associated commissary ordering system should meet or exceed the following requirements:

The accounting system must be a dual entry general ledger accounting system that is based upon and adheres to Generally Accepted Accounting Principles (GAAP).

**KCN Response:**

### **Dual Entry Accounting and GAAP**

The KCN Inmate Banking System software is a dual entry accounting system that records deposits (initial and ongoing), withdrawals, refunds, commissary purchases, and closeout of inmate accounts. It allows users to add their own "transaction types" at the site level (example-trustee pay, medical charges, haircut charge, etc.). Each transaction entered will create and print a receipt and will be tracked in all reports for accounting purposes, according to Generally Accepted Accounting Principles (GAAP).

The accounting system should have the ability to generate a "positive pay" file for all checks written. The accounting system must allow us to determine the fiscal period.

**KCN Response:** Keefe's system meets this requirement.

The accounting system must provide a mechanism for any bank-related overages or shortages to be recorded.

**KCN Response:** Keefe's system meets this requirement.

### **Check Register and Bank Reconciliation**

- Ability to use pre-numbered or blank check stock
- Ability to record bank account, routing, and check ID with magnetic ink printing technologies to ensure that all checks recorded to the system are printed from the system
- Simple and Advanced on-line query capabilities including dollar ranges, date ranges, check number ranges, payee wild card search, inmate issuing check, and transaction type
- Ability to update status to cleared, voided, expired
- Automated Bank to Book Reconciliation with the ability to record and retain bank opening and closing balances and dates, documents cleared, bank charges and credits.
- Positive pay check issue transfer to allow bank to flag possibly fraudulent checks
- Automated bank reconciliation capabilities to receive check and deposit status in electronic format from bank

The accounting system must allow journal entries to be made in the general ledger by accounting staff.

**KCN Response:** Keefe's system meets this requirement.

### **Real-Time General Ledger**

The KeepTrak™ system includes a general ledger. The KCN software provides an unlimited number of user defined accounting transactions and an unlimited number of user defined General Ledger Accounts. This enables the establishment of both a Chart of Accounts and standardized transaction events that affect these accounts,

including adjusting and closing entries, transfers from subsidiary ledger accounts to General Ledger Accounts, clearing accounts that can accept closing entries at the end of an accounting period.

The accounting system must have the ability to apply payments to various recoverables at percentages defined by the Corrections Department and/or debt priorities as determined by the Corrections Department.

**KCN Response:** Keefe's system meets this requirement.

In the Officer Management and Account Management, and local workstation setup Systems Administration Modules, facilities can design and enforce virtually infinite levels of security at the group, individual, and workstation levels, as well as define a full chart of accounts, create customized accounting transactions, **setup recoverable percentages**, configure receipt and check printing formats, and define the most comprehensive set of commissary order entry restrictions available in the industry.

#### **Recoverable Transactions and Inmate Debt**

The KeepTrak™ Inmate Banking system will allow the facility to charge any number of user-defined recoverable transactions (including but not limited to Indigent Purchases) to an inmates account when the inmate does not have the funds to make payment for the charge. Keefe will create a receivable account for each inmate and track this account until full payment is made. Keefe is designed to recover, based on the facility's rules, any funds that are owed to the facility at various points as transactions occur

The accounting system must allow transactions (charges, payments, and corrections) to be posted on inactive inmate accounts and should allow payments to be accepted and posted to inactive inmate accounts via all payment mechanisms (secure website, phone, mail, walk-in cash location, lobby kiosks).

**KCN Response:** Activity is allowed on inactive inmate accounts in Keefe's banking system, however payments for inactive inmate accounts cannot be accepted for the payment mechanisms listed above.

The accounting system must allow the creation of separate accounts for all inmate transactions including accounts that are not related specifically to commissary, such as work release fees, booking fees, restitution, etc. The system must allow fees to be charged and credited for these items.

**KCN Response:** Keefe's system meets this requirement.

#### **Real-Time General Ledger**

The KeepTrak™ system includes a general ledger. The KCN software provides an unlimited number of user defined accounting transactions and an unlimited number of user defined General Ledger Accounts. This enables the establishment of both a Chart of Accounts and standardized transaction events that affect these accounts, including adjusting and closing entries, transfers from subsidiary ledger accounts to General Ledger Accounts, clearing accounts that can accept closing entries at the end of an accounting period.

It is preferable that the accounting system have the capability to charge certain types of fees automatically and/or to allow staff members to upload certain types of fees to various inmate accounts in lieu of charging each inmate account individually.

**KCN Response:** The Keefe Accounting system will schedule recurring fees based on the population characteristics of Lancaster County inmates. For instance, the system can be configured to a nightly fee for the general population, but exclude INS, Federal, State inmates. The accounting system can at the same time charge a weekly housing fee for work release inmates, etc.

The accounting system should include a safeguard to ensure all debt is collected prior to issuing any form of payment to an inmate upon release.

**KCN Response:** Keefe's system meets this requirement.

The accounting system must allow inmates to either receive a debit card, or check as a back-up method, upon release.

**KCN Response:** Keefe's system meets this requirement.

Keefe's KeepTrak banking system provides a facility-defined release workflow that includes settlement of debt and issuance of one or more disbursement transactions to close out the account. Disbursement transactions include but are not limited to debit card, check, cash, DOC transfer, etc.

An overview of Keefe's Debit Release Program has been included as *Exhibit E* in the Exhibits section at the end of this section of the response.

At the time of release, the debit card (or check) amount should be automatically determined by the system based upon the actual inmate account balance including any commissary or phone credits and net of any outstanding debt.

**KCN Response:** Keefe's system meets this requirement.

Respondents should also describe in detail how a commissary order that is undeliverable due to the inmate's release is addressed.

**KCN Response:** Orders for inmates that have been released are held for 7 business days for pickup by the purchaser. After that time the product is donated to the programs department within the facility.

The system should automatically collect any outstanding debt prior to releasing a check or debit card to the inmate.

**KCN Response:** Keefe's system meets this requirement.

Keefe's KeepTrak banking system provides a facility-defined release workflow that includes settlement of debt and issuance of one or more disbursement transactions to close out the account. Disbursement transactions include but are not limited to debit card, check, cash, DOC transfer, etc.

The ability to override automatic debt collection must be provided.

**KCN Response:** Keefe's system meets this requirement, for users authorized for this function.

Commissary orders must be deducted from the inmate accounts and commissary credits must be posted to the inmate accounts in real-time.

**KCN Response:** Keefe's system meets this requirement.

The accounting system must have the ability to merge inmate accounts, to include the transaction and debt history, in the event that an inmate has two accounts.

**KCN Response:** Keefe's system meets this requirement.

#### **Create, Change and Maintain single or multiple bookings per inmate**

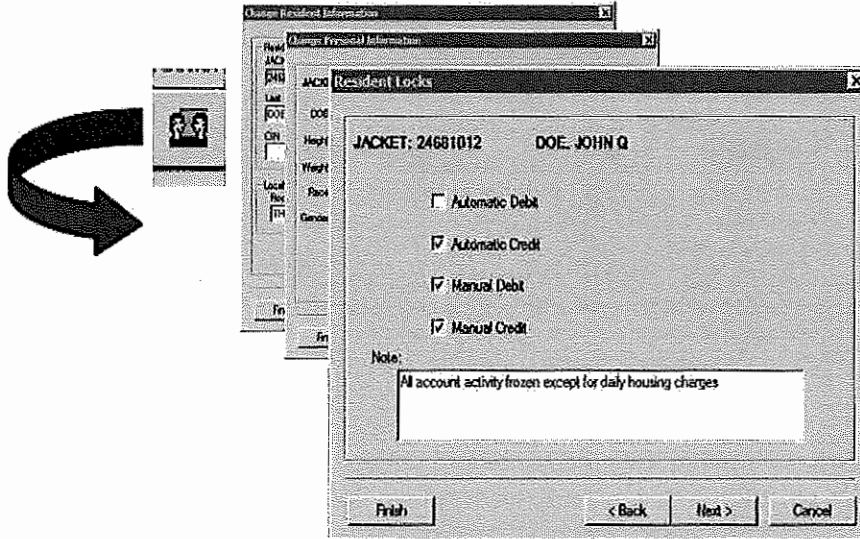
KeepTrak Banking supports multiple bookings for a single offender and offer the ability to merge duplicate accounts. The Book Inmate feature also allows users to bring forward financial balances from one booking to another and retain inmate debt for payment across multiple bookings.

The accounting system must allow for an inmate account to be frozen when necessary.

**KCN Response:** Keefe's system meets this requirement.

### Locking an Account

To Lock an Inmate Financial Account, choose the 'Resident Change' Icon and navigate to the 'Resident Locks' dialog by clicking Next at the 'Change Resident' and the 'Change Personal Information' dialogs. You can choose from a number of financial locks including locking both automated and manual deposits and withdrawals. To unlock the account, simply un-check the items that were previously locked.



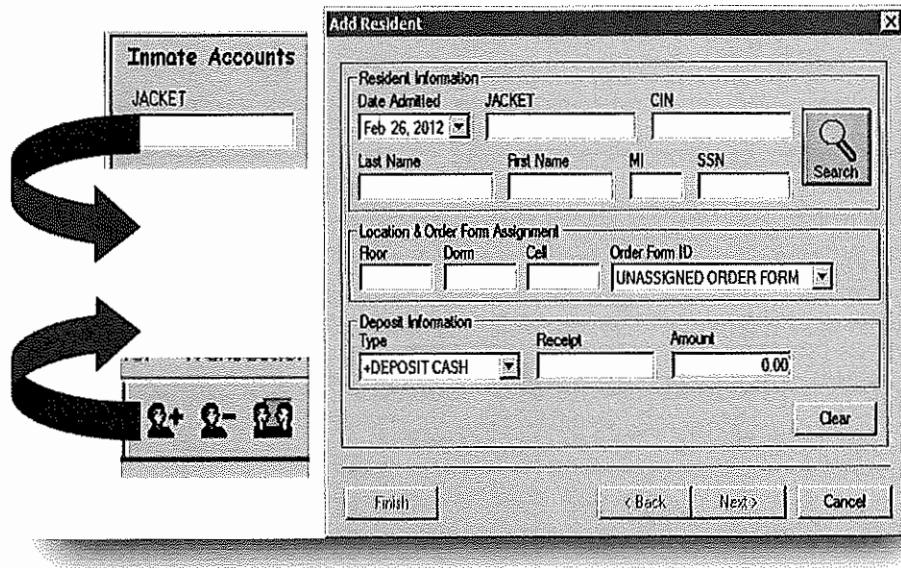
Vendors must describe how inmate information can be manually added/updated in the event of an inmate release if the Inmate Management system connectivity is interrupted.

**KCN Response:** Keefe's system meets this requirement.

### Creating and Changing Inmate Accounts

The KeepTrak Banking system provides six different methods for changing an inmate's financial account status. Each of these methods includes one or more pop-up forms. All six methods are native to the KeepTrak system. However, the first method, 'Create an Account', can be automated through an interface with the Jail Management or Offender Management System.

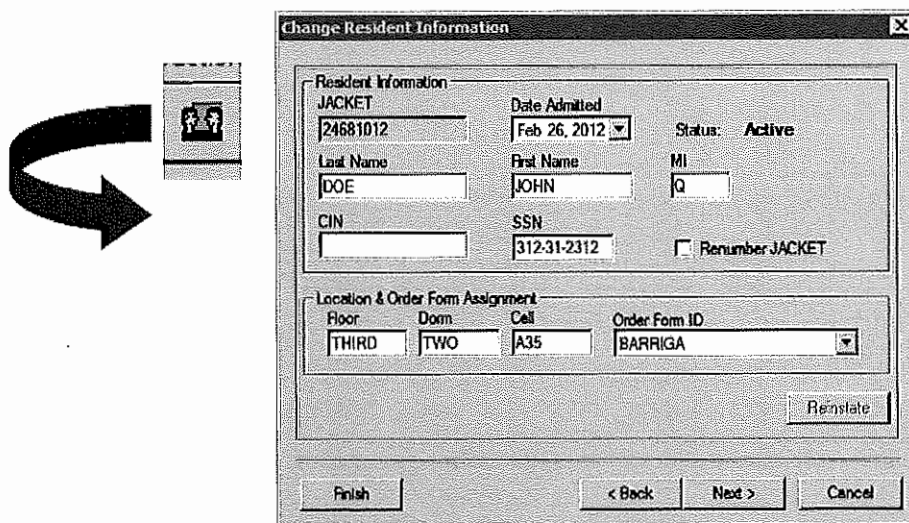
- 1) Create an Account
  - 2) Modify an Account
  - 3) Hold an Account
  - 4) Close an Account
  - 5) Reinstate an Account
  - 6) **Merge an Account**
- Two areas on the Inmate Accounts center trigger the 'Create an Account' or 'Add Resident' dialog.



1) The search area in the local controls section will prompt you to create an account if the inmate ID is not found in the search – illustrate. 2) You can also create an account by choosing the “Add Resident” icon – illustrate. In either case the minimum required information is inmate id, inmate name, inmate location, and commissary order form – illustrate. When available, additional demographic information may be entered including date of birth, height, weight, gender, race, and last known address – illustrate. At this time you may also enter the dollar value of the opening deposit.

### Modifying an Account

To modify an existing Inmate Financial Account, simply click the ‘Change Resident’ icon. This activates the ‘Change Resident Information’ Dialog. Authorized users may update any of the fields, including renumbering the inmate ID. As in the ‘Create Account’ method, Keefe can accept account modifications from a JMS / OMS interface. Commissary Menu restriction form changes are not available in the ‘Change Resident’ dialog. These types of changes are managed either by rule or through the KeepTrak Commissary System.



Receipts must print automatically for each inmate account transaction including deposits upon arrival, withdrawals when released, etc. A customized system-generated statement must also print automatically for inmates being released with outstanding debt.

**KCN Response:** Each transaction generated in the Keefe application produces a receipt that can be printed and signed by the inmate. The Keefe system can also store a signature by the inmate for a given transaction.

Demo		11/18/2017 07:03 PM	
<b>Inmate Transaction Receipt</b>			
Transaction: 1397		Officer: lynn	
<b>Inmate</b>			
Name:	church, lee l	Complex:	2
IMN#:	2233	Unit:	3
		Pod:	4
<b>Transaction</b>			
Date/Time:	10/28/2017 6:39:23 AM		
Accounting Event:	Filing Fee Charge	Receipt:	
Description:	One-Time Charge for case 123		
Amount:	\$10.00		
Balance:	\$10.00		
<b>Accounts</b>			
Account	Current Balance		
Inmate Obligations	0.00		
<b>Signatures</b>			
_____		_____	
Inmate		Date	
_____		_____	
Authorized Officer		Date	

Describe how money is collected from an incoming inmate, keeping in mind that Corrections personnel should have minimal contact with currency. Include as much detail as possible relative to the types of payment accepted at each kiosk and indicate any fees charged to the inmate for non-cash forms of payment if applicable.

**KCN Response:** Keefe's proposal includes the continued use of a booking/intake kiosk for receipting funds from an inmate during the booking process.

For cash received at intake or for mail deposits, KeepTrak Banking structures your workflow with strong controls and separation of duties. Our cash management feature leads you through drawer open/count/close, adjustments, approvals, reviews, and consolidated bank deposits. All transactions are reviewable in their original cash drawer records and through the bank deposit process.

All fees have been provided in document, *RFP No. 21-079 Commissary Services Deposit Fee Structure*.

See Commissary Attachment 1 and 2 regarding the maximum fee amounts allowed by the County.

**KCN Response:** Keefe has read, understands and can, can currently does, comply with this requirement.

An inmate commissary account must be established or reactivated upon booking into the facility and populated with the refreshed information available through the Inmate Management system.

**KCN Response:** Keefe has read, understands and can comply with this requirement.

The system must have an audit history reflecting the user, date, and time for each transaction posted to the inmate accounts including any account changes/updates.

**KCN Response:** The Keefe Computerized Inmate Account System enforces GAAP GL account types and behaviors. The system enforces dual entry accounting. All transactions include the user, the location, the timestamp and any related transactions and activities, such as collection of debt, checks, debit cards, stored documents, custom fields and notes required at time of entry, cash drawer relationships, bank relationships, accounts payable and accounts receivable summarizations, disbursement and fiscal period actions.

The system must limit inmate commissary purchases based upon the balance available in the inmate's account, dietary restrictions, classification, current jail policies, and/or housing assignment.

**KCN Response:** Keefe's commissary system does not allow any inmate to order beyond their account balance and enforces the facility's set spending and quantity limits, as well as any medical and disciplinary restrictions. It also monitors indigent statuses and only allows inmates who meet the indigent criteria of your facility to order an indigent kit and/or facility-approved indigent items. A table listing the available commissary restrictions was provided earlier in this response.

The system must have the ability for the Corrections Department to prioritize the application of incoming funds on inmate accounts relative to individual types of debt balances and commissary funds available for commissary-related purchases, phone time, and restitution.

**KCN Response:**

#### **Recoverable Transactions and Inmate Debts**

The KeepTrak Inmate Banking system will allow Lancaster County to charge any number of user-defined recoverable transactions (including but not limited to Indigent Purchases) to an inmate's account when the inmate does not have the funds to make payment for the charge.

Keefe will create a receivable account for each inmate and track this account until full payment is made. Keefe is designed to recover, based on the facility's rules, any funds that are owed to the facility at various points as transactions occur.

- **Payment at Charge Time** – Any given recoverable type can be enabled to collect all or part of the amount assessed at the time of the assessment. If the inmate has no money in his or her personal account, the amount of the assessment will be stored as a recoverable amount. If only a portion of the assessment was collected, the uncollected portion will remain as a recoverable amount.
- **Future Collection of Unpaid Amounts** - Amounts uncollected at charge time can be recovered from future deposits based on a percentage of the deposit, prioritized by assessment type or by a percentage allocation to various assessment types. The user can also set a minimum balance to be retained to allow for commissary or other purchases and disbursements.
- **On-Demand Collection** – Keefe will allow the authorized user to selectively recover unpaid amounts from the current inmate account balance.
- **Collection at Time of release** – Remaining uncollected recoverable amounts can be collected during the account closeout process, also prioritized by charge type.
- **Collection at Time of Reinstatement** – Remaining uncollected recoverable amounts can be collected during reinstatement should the inmate return to the facility at a future date.



- Recovered amounts are accumulated in a real time General Ledger account. From the collected GL account(s) users of the Keefe system can disburse a check to clear the balance owed to the County or other service providers or authorities.

Inmate financial transactions, including those that establish a balance in a deficit status, are retained indefinitely by the KCN system. For instance, if the inmate was released today with open recoverable balance(s), those balances would still be active and collectible should the inmate be re-incarcerated five years from today

The vendors must describe and illustrate how inmate account activity is displayed to the inmate and how it is displayed to jail personnel (if different).

**Keefe Response:**

The Edge kiosk allows inmates to look up their accounts for balance and line item inquiries as well as order requests. Account history displays the inmate's completed financial transactions on Keefe and other inmate trust accounting platforms. Inmates enter their facility number then their pin numbers, just as if they were at a bank ATM. The pin can be reset by either the inmate or an authorized facility administrator.

**Inmate View:**

**THE EDGE**  
Keefe Commissary Network Inmate Kiosk

**Account Information**  
Details as of 06/13

**Inmate ID:**  
2192643

**Name:**  
JOHN DOE

**Available Funds:**  
57.35

**Debt Balance:**  
0.00

Date	Type	Description	Amount	Balance
06/13/2017	EPR	OID:100017732-ComisaryPurch-Reg	-14.90	67.35
06/13/2017	SECUREDEPOSITS	RCPT: 5585772 DEP: JANE Q DOE	75.00	82.25
06/13/2017	<DAMAGES>	DAMAGE TO HOLDING CELL	-15.50	7.25
06/13/2017	DAMAGES	DAMAGE TO HOLDING CELL	15.50	22.75
06/13/2017	INMATE DEPOSIT	INITIAL DEPOSIT	22.75	22.75

Log Out    Main Menu

Page 1 of 1

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**Facility/Staff View:**

**Agency**  
min / Inmate / Agency

---

**Default Inmate Pin Method**

The Inmate's ICN will be used as the Inmate's default PIN as follows:

Use

Number of Characters

---

**Custom Booking Fields**

Drag and drop to set order

Input Order	Label	Code	Type	Default
1	Segregation	SEG	Enumeration	
2	Vegan	VEGAN	Enumeration	
3	Fed	FedName	Enumeration	
4	Savings Cap	SavingsCap	Amount (\$)	
5	Exempt	Exemption	Enumeration	
6	Sugar Free	Diabetic	Enumeration	
7	Bail Due	BailDue	Amount (\$)	
8	Max Reserve	Reserve	Amount (\$)	50
9	SSN	SSN	String	
10	Sanction	Sanction	Enumeration	

The system must be able to provide inmate history upon termination of the contract.

**KCN Response:** Keefe has read, understands and can comply.

The method we recommend is to load closing balances of all inmate and special funds accounts from the Keefe Active Banking system and to load line by line transaction history in the banking archive. We then recommend construction of a browser-based inquiry into the archived financial history. This method segregates past-history to prevent any voiding or other adjustments, while preserving history for future inquiries and/or audits. The timing of this data conversion process would be coordinated between Keefe, the county, and the new commissary provider, to ensure minimal interruption of service.

**D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION**

1. **PROJECT PLANNING AND MANAGEMENT – COMMISSARY SERVICES**  
Provide a complete project schedule for transition from the current provider to the commissary services agreed to in an awarded contract.

**KCN Response:** As the incumbent commissary provider, no transition would occur if KCN were to be awarded the contract. The project scope would include hiring one (1) new employee, swapping existing equipment (as necessary), installing additional vending machines and working with ICS to get the KCN kiosk app on the tablets. The table below shows the projected schedule to accomplish these tasks.

This information has also been provided in Section 3 of Proposal Response.

Milestones	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Post Job Opening	■							
Procurement - hardware (kiosks, vending machines)	■							
Interface Planning (KCN Kiosk App on Tablet)	■							
Interview Potential On-site Employee			■	■				
Hardware Configuration				■	■			
Hire On-site Employee					■			
Hardware On-Site						■		
Install Hardware (kiosks, vending machines)						■	■	
Putting KCN Kiosk App on Tablets								■

# Exhibit A

## Service Level Agreement

To better serve our customers, the Support Services Management Team has instituted a Service Level Agreement approach to Service Desk incident handling. The goal of this approach is an improved line of communication with our customers and to provide superior customer service in meeting their expectations.

All incidents logged will be categorized using the following levels:

### Level 1 – Urgent

- Any issue compromising or preventing a facility from performing daily job functions related to commissary and/or inmate banking. Urgent issues are top priority and assigned out accordingly. The assigned Analyst will be responsible for replying to the customer within an hour of receiving the case and will work until the urgent issue has been resolved. Any follow up items stemming from the urgent issue will be handled as standard priority through resolution. Urgent issues include, but are not limited to the following services where the service is unavailable without a workaround:
  - o Sending/Ordering/Processing Commissary
  - o Deposit Services – anything preventing deposit transactions from being applied onto the resident financial account
  - o Lobby Kiosks – hardware issues preventing family/friends from depositing funds onto the resident financial account
  - o Inmate phone time availability
  - o Direct Link Trust – anything preventing resident outbound calls
  - o Inmate Booking
  - o Inmate Release
  - o Facility server/hardware offline, database failure
  - o Creation of new resident accounts and/or updating existing resident accounts via manual entry or an integration.

### Level 2 – Escalated

- Any issue not immediately compromising or preventing facility from performing daily job functions related to commissary and/or inmate banking. Escalated issues are second level priority, behind active urgent cases. The assigned Analyst will be responsible for replying to the customer within two hours of receiving the case and will work through the escalated issue with the customer until resolution. Escalated issues could include, but are not limited to:
  - o Billing issues related to commissary sales/refunds
  - o Non-critical resident account related issues
  - o Bank reconciliation/check/deposit issues not immediately affecting business

### Level 3 – Standard

- Any longer term issue that does not immediately compromise daily job functions. Standard issues are third level priority, behind both active urgent and escalated cases, and may have potential resolution of 5 days or longer. The assigned Analyst will be responsible for replying to the customer within four hours of receiving the case and will work with the customer through resolution.
- The Analyst is also responsible for keeping the customer updated on progress as needed. Standard issues could include, but are not limited to:
  - o Bank reconciliations and/or general journal reconciliations not immediately affecting daily functions
  - o Report creations/modifications

**Priority Assignment:** In the event you are not satisfied with the assigned priority level or have not received a response to your inquiry within the anticipated response timeframes, please send an email to Support Services escalation at [escalations@keefegroup.com](mailto:escalations@keefegroup.com) to let us know the urgency of the issue. The Support Services Management Team will escalate the ticket as required. An updated response

will be sent to notify you that we have acknowledged and addressed the change request. If further clarification is needed, a representative from the Management Team will call the requestor.

**Contact Information:** There are two ways to contact the Support Services Department:

- 1) [KCNHelpdesk@keefegroup.com](mailto:KCNHelpdesk@keefegroup.com)
  - a. The Support Services email is actively monitored Monday through Friday, 8am – 5pm CST
- 2) 1.800.864.5986
  - a. The toll free phone number is available 24 / 7
  - b. During business hours, Analysts are available to assist customers Monday through Friday, 6am – 7pm CST.
  - c. On weekends, and outside of above mentioned business hours, on-call Analysts are available to assist customers. Customers will call the toll free number and be asked to leave a voicemail. An on-call Analyst will call the customer back within 30 minutes of them leaving a voicemail.

**Escalation Path:** If you are unable to reach the Analyst assigned to your case, you are not contacted in the defined timeframes, or feel that you need to escalate the situation, please send an email to Support Services escalation at [escalations@keefegroup.com](mailto:escalations@keefegroup.com). A member from the Management Team will be in contact with you immediately. Or, you may call our toll free number 1.800.864.5986 and ask to speak with a manager.

For your reference, the following is a list of the Support Services Managers:

Tier 1 Support –

- Earnest Muex ([earnest.muex@keefegroup.com](mailto:earnest.muex@keefegroup.com)) – IT Manager for the Tier 1 support team
  - Tier 1 team handles all incoming incidents for Keefe and Trinity phones and email submissions

Tier 2 Support -

- Ryan Lurk ([rlurk@keefegroup.com](mailto:rlurk@keefegroup.com)) - IT Manager for the Hardware/Infrastructure support team
  - Servers, client workstations, printers, scanners, vending machines, inmate edge kiosks, network/communication, etc.
- Rob Sanders ([rsanders@keefegroup.com](mailto:rsanders@keefegroup.com)) - IT Manager for the Inmate Enablement support team
  - Deposit services, email, release, media
- Justin Perry ([juperry@keefegroup.com](mailto:juperry@keefegroup.com)) - IT Manager for the Commissary/Integration support team
  - Processing orders/refunds, various interfaces, inmate edge kiosk software, TEX, etc.
- Christina Stuckey ([christina.stuckey@trinityservicesgroup.com](mailto:christina.stuckey@trinityservicesgroup.com)) – IT Manager for the Cobra Banker/Canteen Manager support team
  - Software, hardware, inmate POD kiosks, various integrations, etc.
- Hannah Wickers ([hwickers@keefegroup.com](mailto:hwickers@keefegroup.com)) - Financial Services Manager for the Customer Accounting support team
  - Daily work flows, cash drawers, balancing, bank reconciliations, etc.

Senior Management -

- Dan Delmore - Senior IT Manager for the Support Services Management Team
  - [ddelmore@keefegroup.com](mailto:ddelmore@keefegroup.com)
- Tricia Boucher - IT Director for the Support Services Management Team [tboucher@keefegroup.com](mailto:tboucher@keefegroup.com)

# **Exhibit B**

## **Overview of Direct-Debit Vending Service**

# Specifications

## Enclosure:

Rugged, 14-gauge metal

Lexan glass front on all snack machines, tempered glass with Lexan front on all refrigerated machines

Front door access allows machine to be placed against the wall

Slide-out components allows for easy re-stocking

Four adjustable, leveling feet

## Network & System Connectivity:

Network cabling or wireless access points required in each housing unit

Integration to the facility's banking system, either KCN's or a third party's (via Live Funds Interface)

## Power Requirements:

Standard 20 amp/110 volt power

Optional uninterruptible power supply

Amperage used:

Snack Machines, 3.0 amps

Snack & Refrigerated Machine, 10.8 amps

## Dimensions & Weight:

**Snack Machine**

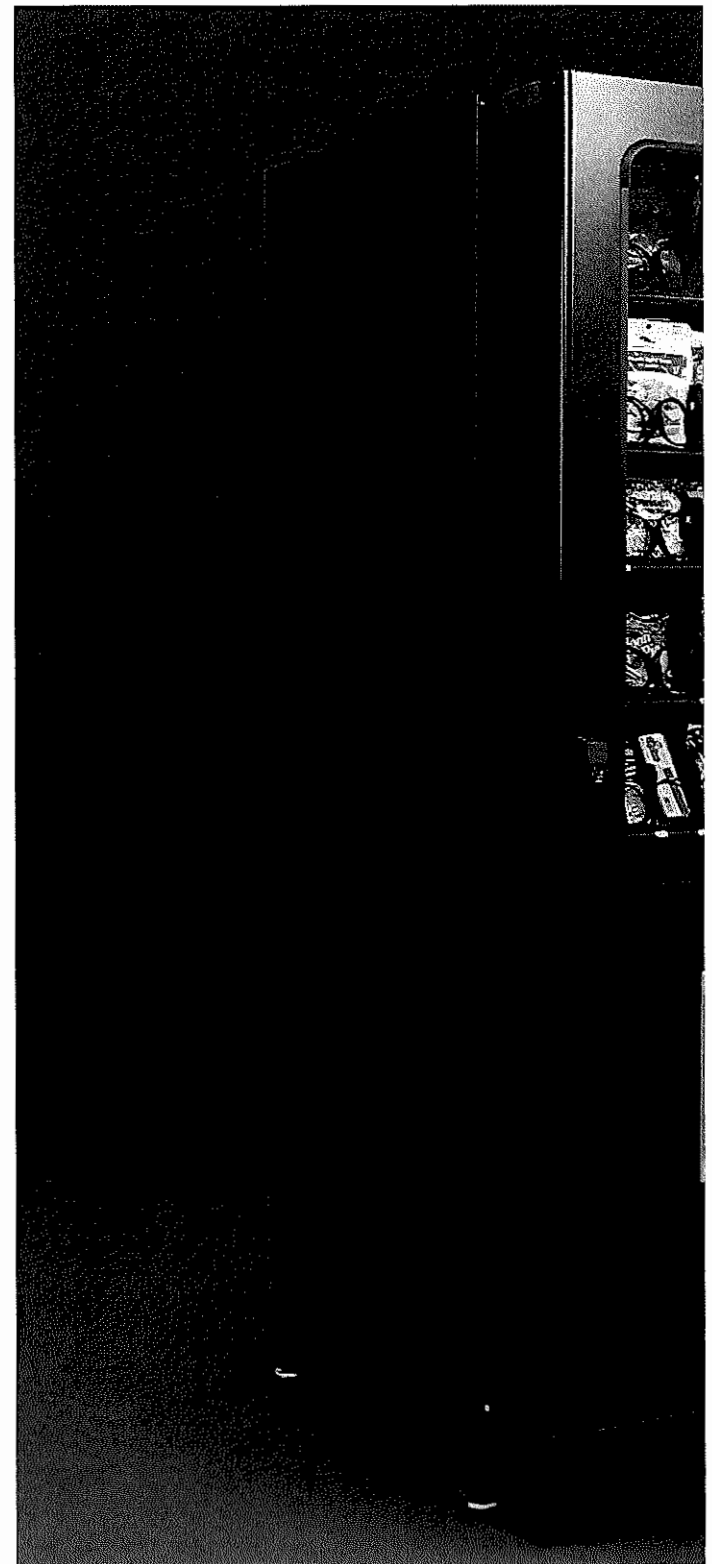
72"H x 39"W x 35"D

686 lbs.

**Snack & Refrigerated Machine**

72"H x 35"W x 35"D

~600 lbs.



# Direct-Debit Vending



With Keefe's Direct-Debit Vending, inmates can instantly access funds in their accounts to purchase products from a machine. Vending products are available 24/7/365, which leads to increased revenue.

## Facility Benefits:

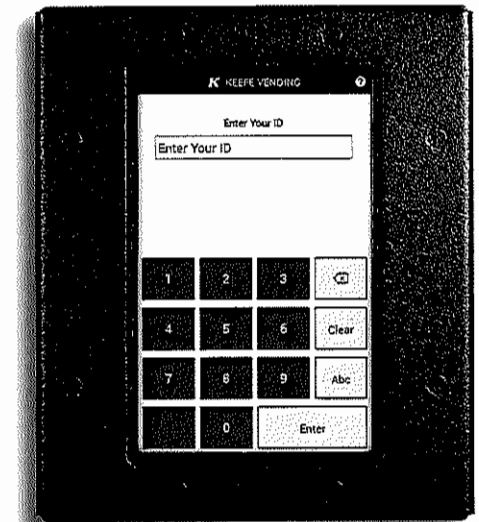
- Increased sales and commissions
- Potential inmate labor programs
- Ability to remotely control/disable the machine
- Potential behavior modification tool
- Product selection different from regular commissary list
- Supplemental service to commissary
- Real-time financial transactions

## How it Works:

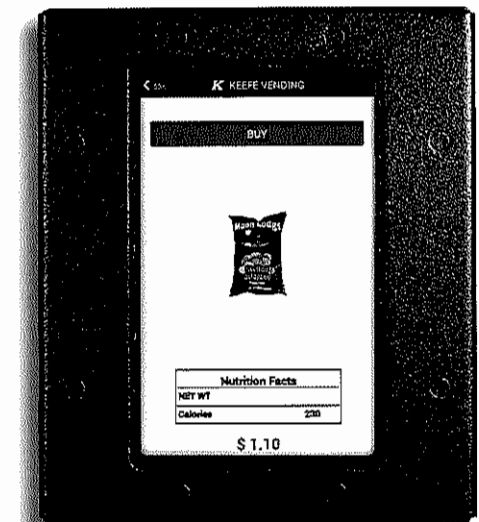
We will work with each facility to deliver and

4. If the product vends successfully, the

## Touchscreen Keypad:



Each inmate will authenticate his/her unique ID and key in his/her unique PIN number. ID card barcode scanning is also an option.



An image of the item being purchased, along with its calorie count and price will appear



## Functionality of KCN's Direct-Debit Vending Service

1. Inmate ID can be presented via manual entry or barcode (coming soon RFID)
2. All transactions are PIN protected
3. Inmates can change their PIN through the InHand touchscreen
4. All sales through the vending machines are deducted directly from the inmate's account in real-time (at the time the selection is made)
5. The service displays the inmate's account balance AND spending balance PRIOR to and AFTER a transaction. Note: The account balance can be turned off if you wish.
6. If the product does not vend (based on sensors inside the vending machine) a credit in the amount of the initial charge gets posted to the inmate's account in real-time
7. Can impose a spending limit over a specified timeframe
8. Ability to restrict use of the service, per inmate
9. Ability to restrict, per inmate, what items can be purchased from the vending machines
10. Ability to restrict an inmate's use to the machine(s) designated to his/her housing unit
11. Inmates can view previous purchase history
12. System displays the calorie count of the item selected PRIOR to the purchase being made, and allows the transaction to be cancelled
13. An inmate can lock his/her account from vending purchases being applied
14. The system is capable of disabling vending on all machines
15. The system has the capability to generate reports, both summary and detail, on vending sales, per a user-specified date/time range. Detailed reports include the inmate name, inmate ID, amount of purchase and the date and time of each transaction. Reports can be run on each individual machine

## Exhibit C

### Overview of Direct Deposit Services

Access Corrections is well experienced in handling trust fund deposits and payments. Access Corrections currently processes millions of transactions per year for more than 700 county agencies and seventeen (17) state department of corrections.

Access Corrections' Deposit and Payment services provides family and friends quick, efficient, and easy to access options of sending funds to offenders as well as to make payments for bond/bail and other obligations due. The agency has the flexibility to set different transaction limits and rules for each service offered. This ensures policy/procedures are followed and agency efficiencies are maximized.

Our platform can process a wide variety of transactions, including parole, probation, and many types of court ordered payments. The probation and parole payment options are limitless with the most common being; supervision fees, program fees, drug screening, monitoring and restitution. Court ordered payments can be made for a variety of different obligations such as fees/fines, child support, licensing records, etc.

Our solution offers deposits and payments to be made using credit or debit cards as well as cash. These deposits and payments can be made via mobile app, web, kiosk, phone, lockbox or walk-in retailer.

#### DEPOSIT & PAYMENT TRANSACTION METHODS

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

In order to allow inmates' family and friends to make deposits or payments online, Keefe operates a secure website 24/7/365 – [www.accesscorrections.com](http://www.accesscorrections.com).



## Adding a Recipient to my Dashboard

**ACCESS CORRECTIONS** Select Language | Hello, Michael | My Dashboard

Home Send Money SecureMail About Help

### FIND AN AGENCY

Make a deposit or payment by selecting a state and an agency.

**AGENCY SEARCH**

Select State: ARIZONA

Select Agency:

- Select An Agency
- Apache County Jail, AZ
- Arizona DOC Community Corrections
- Arizona DOC Trust Fund Deposits
- Arizona Visitor Background Fee
- Cochise County Jail, AZ
- Gila County Jails, AZ
- Graham County Detention Center, AZ
- Greenlee County Jail, AZ

Privacy Policy | User Agreement | Terms of Service

Copyright © Access Corrections

## My Dashboard

**ACCESS CORRECTIONS** Select Language | Hello, Michael | My Dashboard

Home Send Money SecureMail About Help

### DASHBOARD

Welcome to your Dashboard. Here you may create another transaction or view history for a Recipient from the list below, or select Send Money to start a transaction for a new Recipient.

**MY RECIPIENTS**

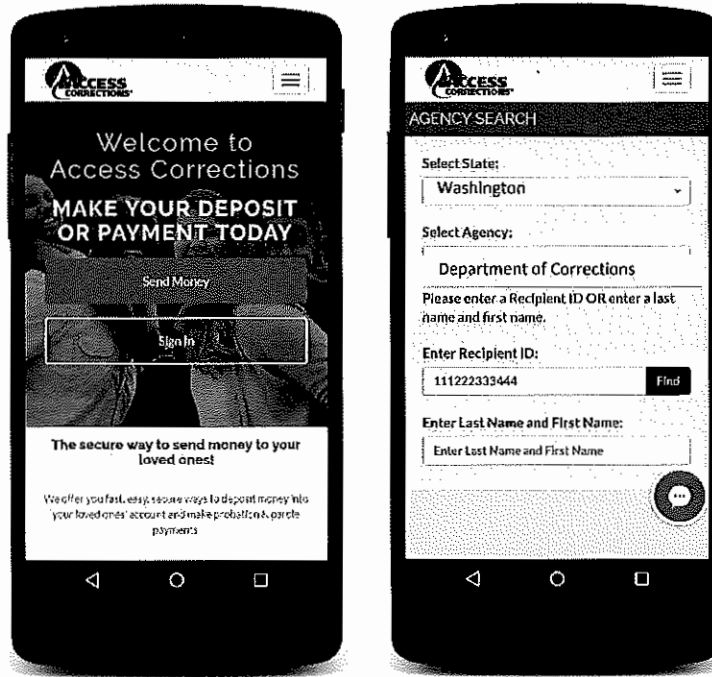
Search recipients

**ADAM MANNING (197670)**  
DOB: 11/6/1978  
Agency: Utah Department of Corrections AP6P  
Make Payment | Make Deposit

**ADAM MANNING (AM9908)**  
DOB: xx/xx/xxxx  
Agency: California DOCR Active  
Make Deposit | Make Payment

## Access Corrections' Mobile App

Consumers love our mobile app to make deposits or payments while they are on the go. The app is available for both Android and IOS (Apple) phones.



## Phone

Keefe offers a 24/7 Toll Free phone number for friends and family that may need a little more help with their transaction. Our bilingual, English and Spanish, customer service representatives are trained to assist customers with their questions with the goal of completely satisfying the customers' needs so they don't call agencies needing additional information.

Keefe also offers a 24/7 toll free IVR system that allows friends and family the ability to make a deposit or payment without having to talk with a customer service representative.

K

# DEPOSITS/PAYMENTS

## PHONE

- **CONVENIENT:** Toll-free number
- **IVR Option**
- **BI-LINGUAL:** Spanish-speaking CSR's available 24/7.
- **FLEXIBLE:** Make payments using credit or debit cards.
- **SAFE:** All staff must pass background & credit check.
- **FAST:** Available real-time funds posting to probationer & parolee accounts.
- **PCI & AML COMPLIANT**

**Customer Service  
IVR or Live Agent Options  
866.345.1884  
Available 24/7/365**



## Kiosk

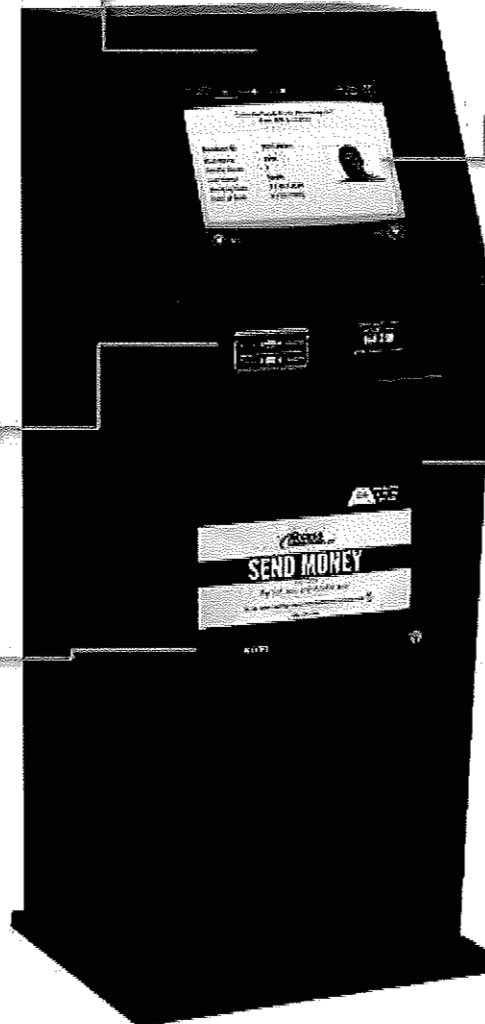
Keefe has the largest network of transaction kiosks in the country servicing government agencies. Family and friends enjoy the convenience of our **800+** transaction kiosks located throughout the US. Our transaction kiosks allow users to make a deposit or payment for any agency that Keefe services regardless of its' location.

**PHOTO CAPTURE**  
Mounted camera takes a photo of each depositor at the time of the transaction.



**DRIVER'S LICENSE/CARD READER**  
Reads driver's license and Accepts Visa or MasterCard Debit and Credit Cards

**RECEIPTS**  
Each depositor receives a printed receipt of the transaction

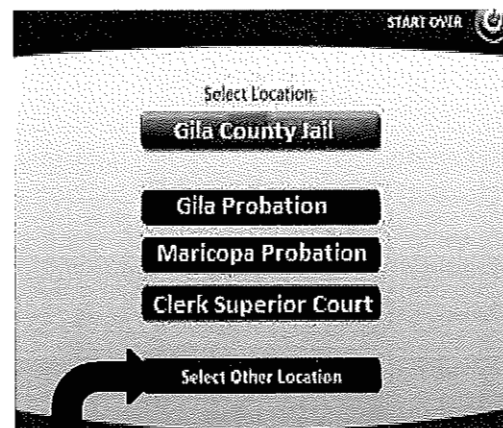


**PHOTO IDENTIFICATION**  
Kiosk software has the ability to show a provided image of the recipient during a transaction

**BILL COLLECTOR**  
(Available with bulk acceptor)  
Accepts \$1, \$5, \$10, \$20, \$50 and \$100 bills

ACCESS SECURE PAYMENTS  
PROCESSES MANY FINANCIAL OBLIGATIONS!

Probation & Parole	Court Ordered Payments
Supervision Fees	Child Support
Program Fees	Fees & Fines
Drug Screening	Restitution
Monitoring Fees	



Send Payment to any Agency

### Walk-In Retailer

Keefe is partnered with CashPayToday, a leading payment technology company automating cash transactions via its network of over 48,000 national and regional retailers in the U.S. These locations will accept cash transactions on behalf of Keefe. The walk-in locations include CVS, Walgreens, 7-Eleven, Dollar General, Family Dollar stores and others.

These national retailers align with the demographics of our customer base. Our customers are already shopping at these stores making it very convenient way to make a payment or deposit for your agency.

 **CVS** pharmacy<sup>®</sup>

**7-ELEVEN**<sup>®</sup>

**FAMILY DOLLAR**

**DOLLAR GENERAL**<sup>®</sup>

**Pilot** *FLYING*   
Fueling Life's Journeys

*Walgreens*

  
**Speedway**<sup>®</sup>

**Kum & Go**

  
**stripes**

**ROYAL FARMS**  
Real Fresh. Real Fast.<sup>®</sup>

 **gomart**<sup>®</sup>

## Convenience Like No Other Provider

Customers have the choice to get their CashPayToday account information right on their smart phone or mailed to their address. Consumers love the convenience of the smart phone option because they always have their phone with them. In addition, it provides a real-time retailer location map based on their GPS along with transaction history and an account bar code to send money quick. Also, there is no need to tell the cashier what you are sending the money for. They just know it is being sent to Access Corrections!







Consumer Name: John Wilson ID 332791359419  
 Recipient Name: SARA BELL ID 284515  
 Issued Wednesday, October 28, 2020 - Does Not Expire  
 Deposit amount of \$10.00 to \$300.00  
 Consumer Transaction Fee: \$5.00. Fee subject to change.



799366266720006371681577268092

**Vanilla Direct Pay® Terms:**

By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at [www.vanilladirect.com/pay/terms](http://www.vanilladirect.com/pay/terms) After successful payment using this barcode, you may retrieve your full detailed receipt at [pay.vanilladirect.com/ereceipt](http://pay.vanilladirect.com/ereceipt). Vanilla Direct Pay® E-Receipts.

**Participating Retailers**



Dollar General MAXIMUM \$500.00 PER PAYMENT. You may use PIN debit card or cash for payment.

Family Dollar MAXIMUM \$500.00 PER PAYMENT. CASH ONLY

CVS MAXIMUM \$999.00 PER PAYMENT. CASH ONLY

Walgreens MAXIMUM \$900.00 PER PAYMENT. CASH ONLY

7-Eleven MAXIMUM \$500.00 PER PAYMENT. CASH ONLY

Speedway MAXIMUM \$500.00 PER PAYMENT. CASH ONLY

Kum & Go MAXIMUM \$500.00 PER PAYMENT. CASH ONLY

Stripes MAXIMUM \$500.00 PER PAYMENT. CASH ONLY

Pilot/Flying J MAXIMUM \$500.00 PER PAYMENT. CASH ONLY

Go Mart MAXIMUM \$500.00 PER PAYMENT. CASH ONLY

Royal Farms MAXIMUM \$500.00 PER PAYMENT. CASH ONLY

**CASH PAY TODAY PAYMENT LOCATIONS:**

Our payment locations can be found at [www.cashpaytoday.com/locations](http://www.cashpaytoday.com/locations)

ALL locations use printed or mobile barcode ONLY

**TRANSACTION INSTRUCTIONS:**

Enter the checkout line. Let clerk know you are making a "Vanilla Direct Pay®" payment. Hand this slip to the clerk for them to scan the barcode or allow phone to be scanned. Let the clerk know how much money you are sending.



© Pay It Today, LLC.

**Lockbox**


Keefe offers consumers a free deposit/payment option using our lockbox services that is provided at no cost to agencies. Keefe does not outsource its lockbox operations. All money orders & checks are processed at Keefe's offices.

All money orders and checks are processed within 24/48 hours from the time of receipt. These transactions are batched with all of transaction types (App, Web, Phone, Kiosk and Walk-In Retailer) and an ACH is sent in one bank deposit. One file that matches the daily ACH is sent to the agency, making it easier and more efficient for the agency to reconcile transactions. Like all transaction methods, money order and checks are guaranteed by Keefe. \*Checks are held 7-10 days prior to posting.

Transactions processed via Keefe's lockbox service will be automatically included in the agency reports and investigative tools along with all other transaction methods.

Keefe will ensure the payer information is collected by requiring the sender to fill out a Money Order Form that is required with their money order or checks. The following page shows an example of the money order form.

## Money Order Deposit Form



---

# Send Money!

**Here's how...**

- 1 Complete the form below by typing or clearly printing in blue or black ink.
- 2 Make money order/check payable to Access Corrections.
- 3 Detach and mail form with money order/check to:  
Access Corrections – [Agency Name]  
P.O. Box 12486  
St. Louis, MO 63132

**Send Money Faster!**  
Mailed deposits take up to a week to process. With the following options, funds can be deposited within 24 hours.

- Access Corrections App**   
Send money on the go with our free mobile app.
- accesscorrections.com**  
Easy online deposits.
- Kiosk**  
Send money from any of 800+ kiosk locations.
- 866.345.1884**  
Speak with a live, bilingual agent.
- Walk-in Retailer**  
Register at [cashpaytoday.com](http://cashpaytoday.com), get a barcode and make a cash deposit where you shop, including Dollar General, Family Dollar, CVS and 7-Eleven.

### Important


- To avoid delay in processing, please complete all fields and verify that the recipient's name and ID are correct. If proper recipient cannot be determined, we will return your money order/check.
- Do not send cash, letters, stamps, photos or notes.
- The Money Order Deposit Form must be included with the money order/check to process the deposit. Do not staple, paper clip, fold or tape the money order/check to the form.
- Failure to accurately complete all fields, including the sender's full name and physical address, may result in your deposit being delayed or rejected. Using a P.O. Box could cause a processing delay and will require your driver's license or state ID number\*.
- All deposits must be issued in U.S. funds. We only accept money orders/checks drawn from U.S. financial institutions.
- We accept money orders and cashier's checks.
- A \$25 handling fee will be assessed for any returned money order/ check.
- Daily deposit amount cannot exceed [\$X,XXX.XX]. A [\$X.XX] service fee will be applied to each transaction.
- Federal law requires the sender provide their social security number for deposits or combined deposits of \$3,000 or more.
- Keefe Commissary Network, LLC dba Access Corrections is licensed as a Money Transmitter by the state of XXXXXX.

---

ALL FIELDS REQUIRED

Mall to: Access Corrections – Agency Name, P.O. Box 12486, St. Louis, MO 63132

**[Agency Name]**  
**Money Order Deposit Form**  
**Daily Limit \$X.XX**



Deposit Amount (Cannot Exceed \$X,xxx)  Recipient ID

Recipient First Name  Recipient Last Name

Sender's First Name  Sender's Last Name

Sender's Date of Birth (Month/Date/Year)  Sender's Phone Number

Sender's Email (A Digital Receipt Will Be Sent to the Email Address Provided)

Sender's Street Address (Using a P.O. Box May Result in a Processing Delay)

Sender's City  Sender's State  Sender's Zip

Sender's Social Security Number (For Deposits of \$3,000 or More)

Sender's Driver's License/State ID Number\*

Rev 01/31/20

## AGENCY MANAGER

Agency Manager is an intuitive web application used by agencies to reconcile banking transactions via reports. Agency Manager is replacing the Legacy Agency Manager application, giving users a fresh look and feel with new and improved navigating functionality making report accessibility extremely easy.

Agency Manager expands many report types; *bank transfers, applied transactions, cash pickups, booking receipts, chargebacks, restrictions, recipient activity, and depositor activity, top depositors and transaction history*. Each report allows you to view specific report details based on the type of transaction information needed.



### Agency Manager Quick Guide

#### *How Do I - Navigate the New Agency Manager?*

As an agency Administrator, use this guide as an overview of the *New Agency Manager* application. This guide highlights key functional areas for How-to perform standard functions within the application.

Navigate to the following URL-> <https://agency.accesscorrections.com>.

- Bookmark this link by clicking the Favorites Star (★) to the far right of the browser window.
- Enter a name for the bookmark. Click Done to save.

#### Navigating Agency Manager

1. Select Reports from the navigation panel to expand the reporting options.
2. Select a Report (i.e. Bank Transfers)
3. Opens to the selected report view.
 

**Note:** The report title appears in the upper-left corner of the report view.
4. Use the Date/Range filters to set report range results. Click the calendar icon (📅) to specify a Start or End date.
5. Click a Batch ID link to drill-down to Bank Transfers Detail report.
6. The Bank Transfer Details report enables additional drill-down report details – such as Recipient and Depositor reports.

Revised 2018-01-22
Keefe Group, Inc.
1

### Depositor Photo Preview

New Agency Manager presents the ease of access to depositor photos.

- Click the photo icon (📷) from the Depositor Activity Report. Source must specify Kiosk (Lobby or Intake).

Depositor Activity - NAVA JOSE				
NAVA JOSE, Address: 200 ec SA TX 73107				
NAVA JOSE				
Date Time*	Receipt #†	Photo	Type‡	Source
01/09/2019 01:34:35 CST	91765237		Cash	Kiosk

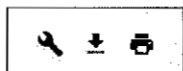
- Opens to depositor photo.



**Note:** Some images may not register returning "Image Not Found".

### Report Features

Use the icons in the upper-right corner of a Bank Transfer Details report view to do the following:



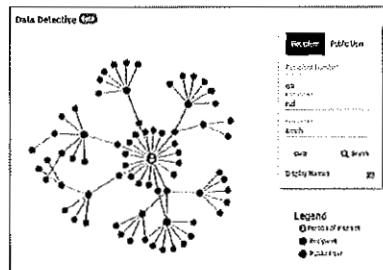
- Click the Tool (🔧) icon to Filter search Locations and Purposes.
- Click the Download (⬇️) icon to export reports to MS Excel.
- Click the Print (🖨️) icon to print reports.

### Data Detective

To obtain recipient-to-public user interaction search feature.

- Select **Data Detective** from the navigation panel.
- Search **Recipient** or **Public User** details using the intuitive search feature.

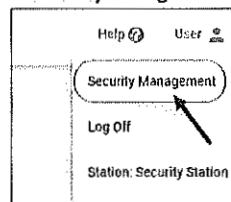
- Click **Search**. *Hover* over the nodes for additional information. *Drag* nodes out for accessibility.



### Security Management

Use Security Management for administrative tasks, such as password changes.

- Click **User** (👤) to expand the security application options.
- Select **Security Management**.



- Click **Change Password**.



**Note:** Access is based on role.

### Help Resources

Refer to the *Agency Manager Help File - Knowledge Base* for further instructional guidance.

For support, contact *IT Service Desk* at (800) 864-5986.

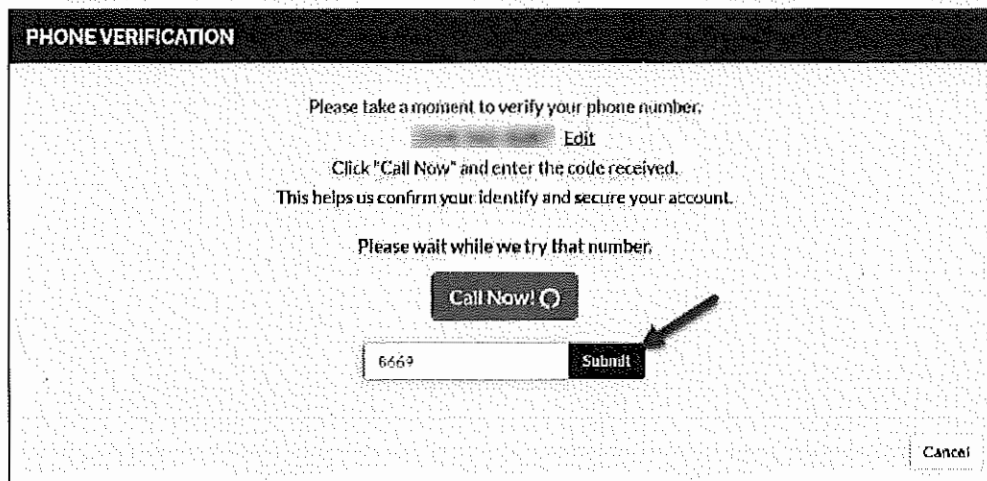
### **KYC (KNOW YOUR CUSTOMER)**

Access Corrections uses industry leading 3rd party software platform to confirm the identity of the account holder/sender. The software validates user information against public and private data and delivers a pass/fail real-time decision. To meet state and federal regulations regarding Know Your Customer (KYC) and to protect the public from fraud, Access Corrections restricts the failed identities from using our services. Additionally, Access Corrections has an internal fraud investigation team of 14 employees that monitor suspicious activity using internal and external software and databases to prevent fraud from happening before the transaction is completed. Access Corrections is committed to reducing fraud and illegal activity in correctional facilities.

To assist with the detection and prevention of fraud and other financial crimes, Access Corrections is taking additional steps to verify the information provided by its customers through phone, email and address verification.

#### **Phone Verification**

Customers using AccessCorrections.com are required to verify the phone number from their profiles. This is to help prevent fraudulent transactions from entering the system.

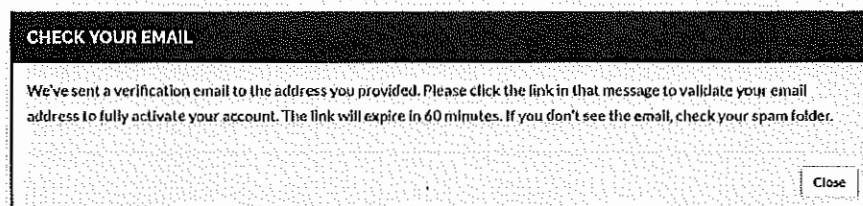


A user will provide a valid phone number and receive a call with numeric code to enter on the website. This code is entered in the available field thus validating the phone number.

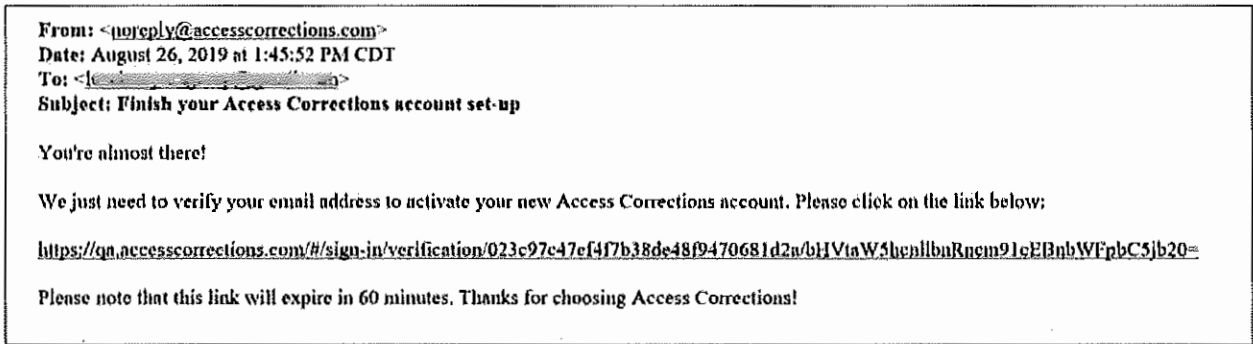
#### **Email Verification**

The Email Verification is provided to ensure customers are submitting a valid source of email contact upon creating a new account or editing an existing account.

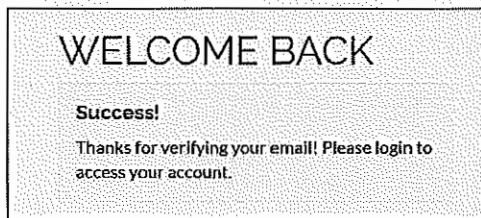
After successfully creating the new account, a message to "Check Your Email" for an email verification appears on the screen.



Below is a message a new customer would receive to validate their email.



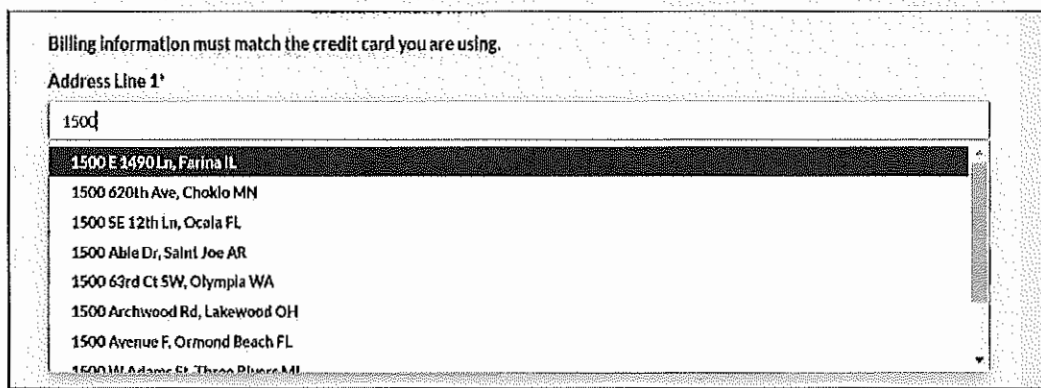
Once the link is activated, the Login screen opens, indicating a successful validation.



### Address Verification

Address Verification is provided to ensure customer are submitting a valid source of a billing address upon creating a new account. With the integration of leading third-party software, addresses take seconds to locate and assist with the validation.

A user starts by entering their address starting with their street number and name. While entering this information, the software immediately starts to provide options of possible address matches.



After selecting an address, the City and State fields will auto-populate in the remaining fields.

Billing information must match the credit card you are using.

Address Line 1\*

Address Line 2  
 ✓

City\*  
 ✓

State\*  
 ✓

After selecting an address, the Zip Code will auto-populate in the field.

Zip Code\*  
 ✓

**STORED DEBIT/CREDIT CARDS**

As added convenience for our customers, credit and debit cards are now able to be saved under their web/mobile profile.

CARD INFORMATION

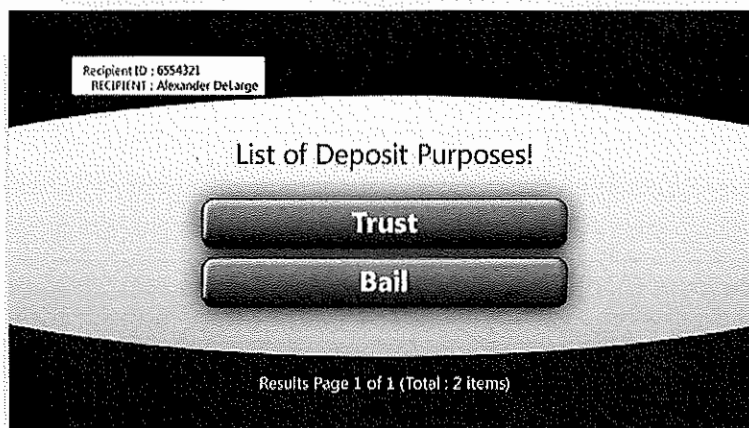
VISA Accepted Cards

Card Number:  Expiration Date: Month  Year  Card CVV:

Save this card for later

**Keefe Bail Payment Feature**

Keefe’s lobby kiosk has the capability to be set up with multiple purposes. Each purpose can be configured with unique limits and handling charges. Funds designated for bond payments will be encumbered so the recipient will not be able to spend the funds.



## Online Bond Payments

In order to allow inmates' family and friends to make payments online, Keefe operates a secure website 24/7/365 – [www.accesscorrections.com](http://www.accesscorrections.com). All that is required to set up an account is an email address and a personal password. Once they have completed this process, they can log onto the secure website. Users have the following functions available to them:

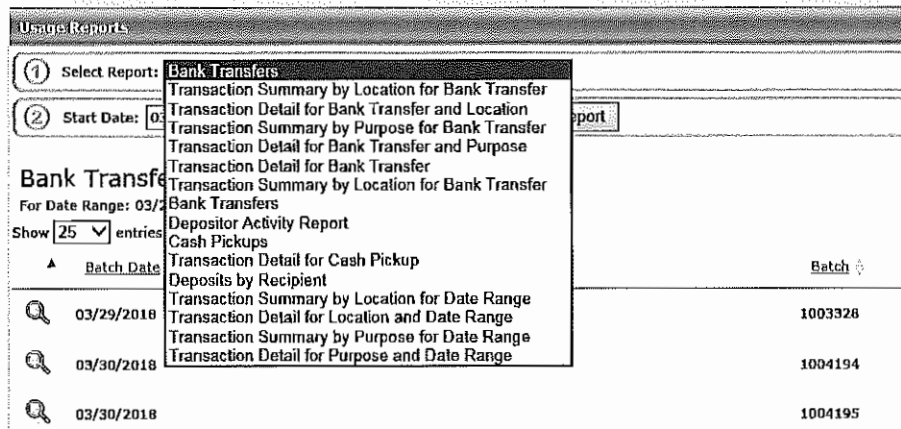
- **Recipient list** – Users are allowed to create a recipient list that will allow them to add as many inmates as they choose. This list allows the users to efficiently add funds to an inmate's account.
- **View deposit history** – Each user is able to view their history for every deposit made from the website to each inmate's account
- **Edit account information** – Users are able to enter in current information such as address and telephone number that will be used to process all deposits
- **Add funds** – Users are able to simply click on a button, provide their debit/credit card information and make a deposit
- **Remove inmate** – User can choose to remove the selected inmate from their recipient list at any time

Friends & family also have the ability to make a bond payment through our convenient mobile app which is available on the Google Play and iTunes store.

## Bond Reports

Lancaster County will be able to access deposit history and bank transfers easily online.

Please see the below screen shot from the Agency Management website detailing the multiple reports which can be run by the County including: Bank Transfers, Transaction Summary by Facility for Bank Transfer, Transaction Detail for Bank Transfer and Location, Transaction Detail for Bank Transfer, Deposits by Recipient, and Depositor Activity Report.



The Agency will also be able to view the details of each bank transfer by clicking on the desired batch. Once selected, this report will display each individual deposit along with the Offender Number, Offender Name, Card Holder, Card Address and Payment Amount.



ACCESS CORRECTIONS

California CDCR Inmate Trust/TCL/Restitution

Select Report: Transaction Detail for Bank Transfer

Batch #: 1003328 | View Report

Transaction Detail for Bank Transfer  
For Batch # 1003328 on 03/28/2018 12:00:00 for Customer Sales

Print [15] entries

Batch #	Trans ID	Trans Date	Trans Type	Trans Method	Trans Amount	Trans Description	Trans Location	Trans Address	Trans City	Trans State	Trans Zip	Trans Amount
20180117	03/28/2018 09:37:07	03/28	Web	472271	100.00	RECEIVED, ANTHONY	John M. Debra Garza	15118 Lulu Ave B Colton CA 92324	Colton	CA	92324	100.00
20180118	03/28/2018 10:34:23	03/28	Web	472271	100.00	RECEIVED, FERNANDO	ESTERANZA BLANCO	18 Jaramila St SHELTON CA 95768	Shelton	CA	95768	100.00
20180118	03/28/2018 12:14:57	03/28	Phone	781613	100.00	GATE, JOHNNY	JOHNNY GATE	8022 Sunset Blvd Dr Corona CA 92633	Corona	CA	92633	100.00
20180118	03/28/2018 11:04:19	03/28	Phone	151343	100.00	DEWITT, LAMON	Richard D Jones	4200 Stone Rd Suite 300 Rose Me CA 94725	Rosemead	CA	94725	100.00
20180118	03/28/2018 10:16:19	03/28	Phone	151343	100.00	LOPEZ, ORVA	Orva M. Hernandez	4118 77th Ave East Arroyo CA 92541	Arroyo	CA	92541	100.00
20180118	03/28/2018 10:33:47	03/28	Phone	100311	100.00	PATTERSON, STEVEN	Steve E. Patterson	112 W. Fairbank Ave Colton CA 92324	Colton	CA	92324	100.00
20180118	03/28/2018 04:19:24	03/28	Phone	893814	100.00	LAZAR, JOSE	Jose Lopez	219 Palmetto Dr Apt B El Hambre CA 91801	El Hambre	CA	91801	100.00
20180118	03/28/2018 10:17:28	03/28	Phone	100311	100.00	WALL, CHRISTOPHER	Christoph Wall	2705 Smithville School Rd El Hambre CA 91801	El Hambre	CA	91801	100.00
20180118	03/28/2018 10:14:04	03/28	Phone	100311	100.00	CASTELLON, YOPPEE	Acara Pineda	212 N. 4th St El Hambre CA 91801	El Hambre	CA	91801	100.00
20180118	03/28/2018 10:16:34	03/28	Phone	100311	100.00	JONES, WILLIAM	William Jones	2121 N. 4th St El Hambre CA 91801	El Hambre	CA	91801	100.00
20180118	03/28/2018 10:14:29	03/28	Web	100311	100.00	LOPEZ, JOSE	Jose Lopez	219 Palmetto Dr Apt B El Hambre CA 91801	El Hambre	CA	91801	100.00

You can also search Payments by a specific recipient:

Select Report: Deposits by Recipient

Recipient #: 873864 | Start Date: 3/1/2018 | End Date: 3/31/2018 | View Report

Deposits by Recipient  
Residents 873864 for Customer Sales

Show [15] entries

Date	Receipt #	Deposit System	Deposit Method	Recipient Address	Deposit Purpose	Deposit Amount
02/05/2018	239291015	Phone	Jose Lopez	219 Palmetto Dr Apt B El Hambre CA 91801	CDCR - Offender Account	\$20.00
03/05/2018	20438593	Phone	Jose Lopez	219 Palmetto Dr Apt B El Hambre CA 91801	CDCR - Offender Account	\$20.00
03/09/2018	26201407	Phone	Jose Lopez	219 Palmetto Dr Apt B El Hambre CA 91801	CDCR - Offender Account	\$20.00
03/28/2018	26244927	Phone	Jose Lopez	219 Palmetto Dr Apt B El Hambre CA 91801	CDCR - Offender Account	\$20.00
Total Deposits:						4
						\$80.00

You can view deposits by their purpose:

Select Report: Transaction Summary by Purpose for Bank Transfer

Batch #: 1003328 | View Report

Transaction Summary by Purpose for Bank Transfer  
Batch #: 1003328 on 03/28/2018 for Customer Sales

Purpose Code	Purpose Name	Count	Total Amount
OFFAC	CDCR - Offender Account	114	\$12,556.92
OFFRST	CDCR - Offender Restitution	0	\$0.00
OFFCL	CDCR - TCL	0	\$0.00
OFFDC	N/A	0	\$0.00
		114	\$12,556.92

The Transaction Detail will also easily show the details of each payment including the source of each transaction:



California CDCR Inmate Trust/TCA/Resitution

Please select which agency you would like to view: California CDCR Inmate Trust/TCA/Resitution

- Home Reports
- Data Selection
- Manage Users
- Logout

Select Report: Transaction Detail for Bank Transfer  
Batch #: 1003328 | View Report

Transaction Detail for Bank Transfer  
For Batch: 1003328 on 08/28/2018 11:48:00 for Contractor Sales

ID	Invoice #	Invoice Date	Invoice Time	Invoice Type	Invoice Status	Invoice Amount	Invoice Agency	Invoice Address	Invoice City	Invoice State	Invoice Zip	Invoice Total	Invoice Balance
23379117	03/02/2018 20:47:07	Credit	Wish	23171	RUIZ, ANTHONY	Eric R Ruiz	15110 L Ave	San Diego CA 92121				307000000	0000
24279558	03/02/2018 12:01:20	Credit	Wish	21721	PLACIDO, FRANCISCO	FRANCISCO PLACIDO	54 person st	EMERSON CA 91806				200000000	0000
24662796	02/29/2018 22:14:57	Credit	Phone	79211	OTTIE, JOHANN	Myron Turk	8227 Sunset Blvd	San Diego CA 92161				207000000	0000
25681243	03/02/2018 11:55:19	Credit	Phone	23143	BERNARD, DANON	Randell Thomas	4200 51st Rd	San Diego CA 92116				150000000	0000
26113283	03/02/2018 15:16:12	Credit	Phone	23652	LOPEZ, OSMAR	Osma N. Hernandez	4112 18TH AVE	San Diego CA 92102				300000000	0000
26232226	03/29/2018 10:30:47	Credit	Phone	45343	HAYLESON, SANDYDON	Sandy K. Patterson	218 W Adeline Ave	San Diego CA 92101				300000000	0000
26844827	03/02/2018 14:51:21	Credit	Phone	87264	HAYES, LEONARD	John Hayes	218 Polaris Dr	San Diego CA 92101				300000000	0000
26879487	03/02/2018 14:32:51	Credit	Phone	47921	BEENA, CHRISTOPHER	Steven Goveas	2606 Elm St	San Diego CA 92104				300000000	0000
27272556	03/02/2018 14:43:56	Credit	Phone	23221	CASTROJA, TORINTE	Aldora Fozda	371 Elm St	San Diego CA 92101				300000000	0000
27721615	04/26/2018 18:33:24	Credit	Phone	00942	MILES, WILLIAM	Doris J Miles	20150 Ave	San Diego CA 92146				100000000	0000
27818374	03/02/2018 21:11:49	Credit	Wish	23756	LOPEZ, JOSE	JOSE LOPEZ	22440 Camino Real	San Diego CA 92128				300000000	0000

# Exhibit D

## Overview of Keefe's Online Banking & Commissary System

### KeepTrak Online Banking Application Overview

Keefe proposes its online solution, the hosted version of the Legacy application, KeepTrak Fusion Online Banking to Lancaster County.

With this software, Keefe cloud services are hosted at redundant data centers managed by Keefe Production Engineers. All cabling, switches, routers, fiber connectors, ISP services are included in Keefe's solution.

Keefe manages the cloud delivery system using Solar Winds and Goverlan technologies. The Banking, Edge Exchange, Intake Kiosk products proposed are hosted at khs.keefegp.com and require Internet Explorer 10 or 11 on the desktops of Lancaster County users.

The Commissary product Keefe proposes is hosted at apps.keefegp.com and requires Internet Explorer 10 or 11 plus the Citrix Internet Explorer browser plug-

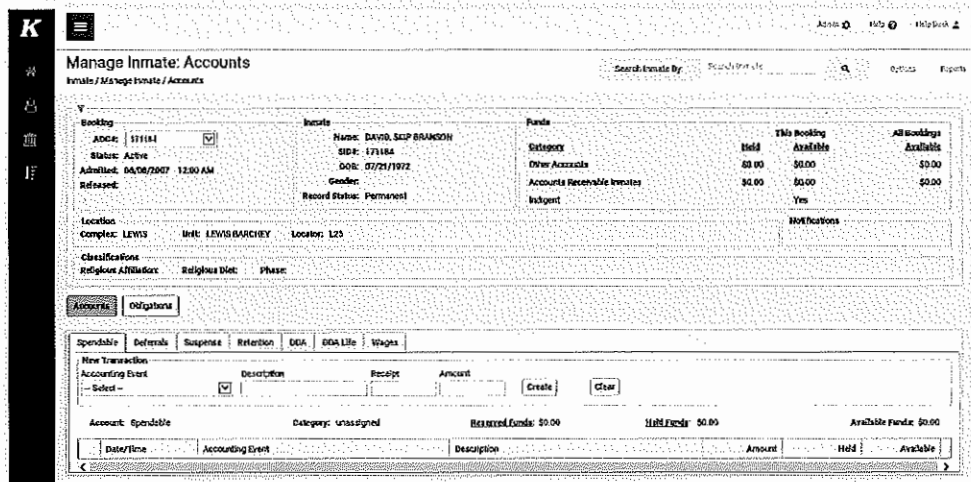
With the hosted version of the KeepTrak banking solution, Lancaster County users will be able to use a web browser to login to a secure web site, making KeepTrak Banking available anywhere they work and with a new streamlined look and feel!

Below is an overview of the online banking application features:

### Inmate Account Management

Create, Change and Maintain single or multiple bookings per inmate

KeepTrak Banking supports multiple bookings for a single offender. Bring forward financial balances from one booking to another, and retain inmate debt for payment across multiple bookings.



## **Deposits and Disbursements:**

### **Deposit and Disburse Inmate Funds**

Users can take advantage of the strong deposit and disbursement features brought forward from our Legacy KeepTrak Banking. Plus Keefe has expanded the titles for transaction types, the length of the transaction descriptions, and enhanced the on-screen review of transaction history and transaction relationships.

### **Grouped Data Entry**

#### **Create and Process batches of transactions with review and revise capability**

Easily setup groups of similar transactions, and review current or prior batches at any time from our convenient batch history listing. Also import transactions from other systems through our batch file import function

### **Online Deposits:**

#### **Receive online deposits**

Facilities connected to KeepTrak Banking are also connected to Keefe's Secure Deposits platform to receive deposits from Access Corrections and other deposit providers. Subscribing to Keefe's online services streamlines user workflow for deposit processing.

### **Fines and Fees:**

#### **Collect Inmate Fines and Fees from available funds or from future deposits**

Go beyond KeepTrak Banking's traditional recoverable technology. Keefe's debt accounting now supports an independent ledger for the management of fines, fees, and other financial obligations.

KeepTrak features an enhanced user-defined rule-based collection function to support deductions from deposits through fixed balance or declining balance calculations. Research charges and payments are now at the user's fingertips through a new transaction review popup.

#### **Write-off expired fines and fees automatically**

KeepTrak counts down the days until an open debt expires. The Account Event configuration allows users to specify how long a debt can remain on an inmate account. Once the timer expires KeepTrak automatically performs the transaction to keep further collections from happening.

### **Cash Flow Management:**

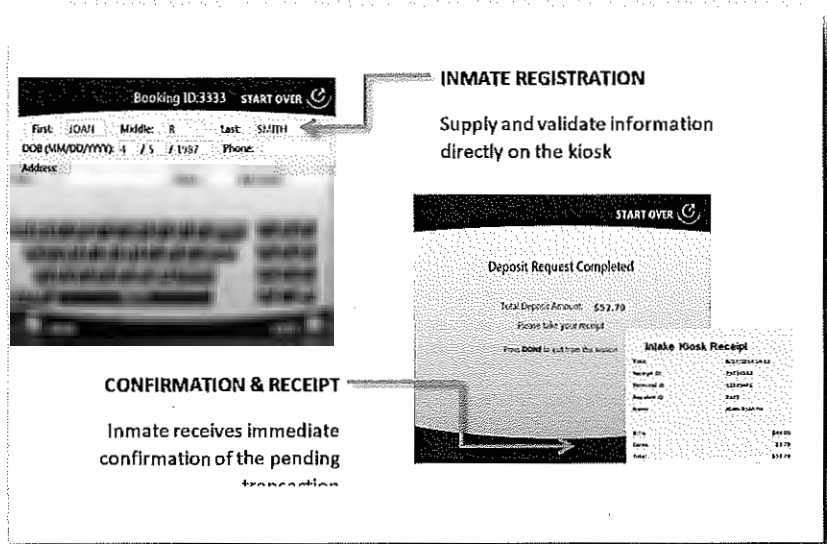
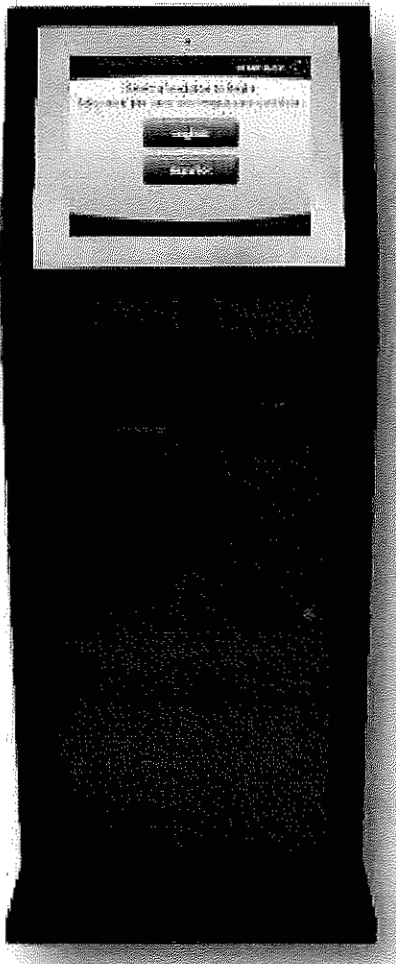
#### **Manage cash workflows and audit trails**

For cash received at intake or for mail deposits, KeepTrak Banking structures your workflow with strong controls and separation of duties. The cash management feature leads you through drawer open/count/close, adjustments, approvals, reviews, and consolidated bank deposits.

All transactions are reviewable in their original cash drawer records and through the bank deposit process.

#### **Automated Intake Cash Count**

Use our booking peripheral to count intake cash automatically when an inmate account is accessed and intake cash transactions are required.



**Check Writing:**

**Write checks from inmate accounts or from General Ledger Accounts Payable**

The on-screen check writing gives you the controls to manage, track, and research disbursements from inmate accounts or from ledger payment accounts.

**Check Printing Enhancements:**

**Queued Check Printing**

KeepTrak Banking introduces queued check printing for those customers who prefer to complete all check generating transactions before producing numerous checks. This feature is convenient also for a financial department in which several clerks are actively generating checks throughout the day or where the check printer is located at a distance from the individual clerk. The queue includes the ability to filter by date range, transaction type, user, and check printer. Once printed the user can confirm print status, provide check numbers for pre-printed check stock, and reprint a failed or destroyed check.

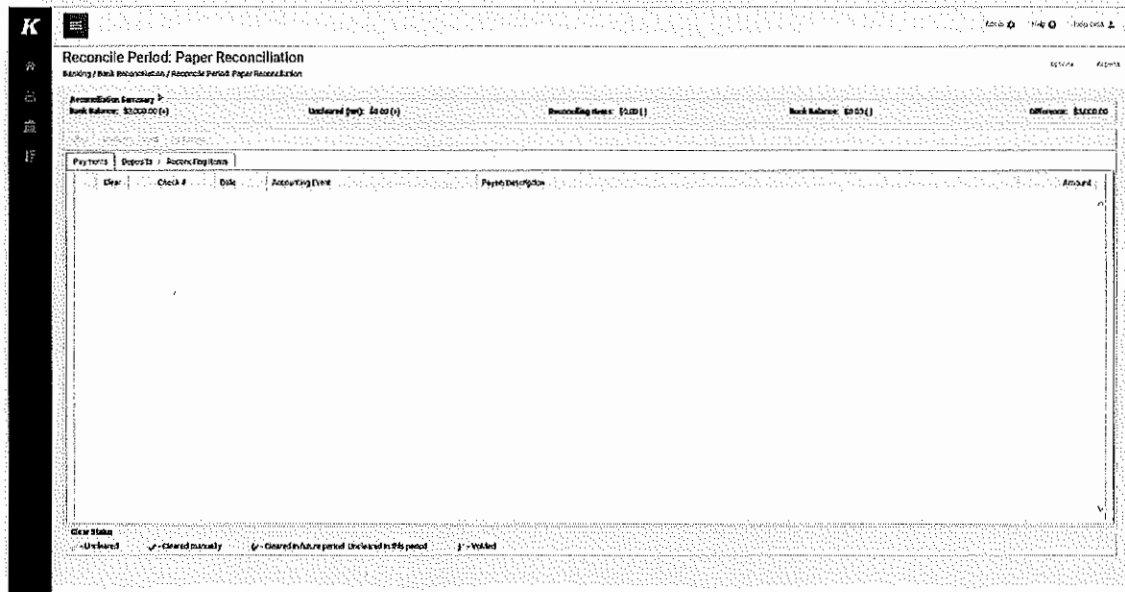
**MICR Check Printing with Automatic Check Numbering**

KeepTrak Banking can now print to blank check stock using standard MICR ink printers. The new feature formats the check including logos, signatures, caption text, bank account number, routing number, and check number. Check number sequences can be associated with windows printers that support MICR ink printing.

## Bank Reconciliation:

### Reconcile Bank Statements

Match bank statement information to the deposits and disbursements you have recorded in KeepTrak Banking. We give you convenient online tools for marking transactions as cleared within a period, for adding reconciling transactions, and for reviewing bank reconciliations at any time.



### Positive Pay:

#### Send Check Data to Bank for Positive Pay

KeepTrak allows facilities to choose a standard positive pay format for files to their bank. This allows Keefe's facility users to stop fraud in its tracks by insuring that their bank honors only those checks that they issue.

#### Banklink Export Automation

For customers that export issued check information to their bank for Positive Pay, this new feature schedules the automatic creation and transport of the Positive Pay file. The user can review the history of files created by the export. The automation supports SFTP transport to the bank's secure FTP site.

### Debit Cards for Release Processing:

#### Load and activate debit cards in real time

Facilities have the option to embed debit card processing in their release workflow to insure immediate loading of Access Corrections debit cards through Keefe's secure online service.

### Accounting (General Ledger) Management:

#### Manage Accounting Profiles

Facilities can craft and control every aspect of their GAAP compliant chart of accounts. Simplify staff workflow by organizing their accounting policies into specific roles.

#### Define General Ledger Account Categories

KeepTrak users can create a classified balance sheet with groups and titles that make it easy to organize accounts payable, accounts receivable, cash or other GL accounts that match the way their facility works.

### Make General Ledger Entries in Real Time

Close out accruals, pay bills, make end of period entries. Keefe's legendary General Ledger finds new power in organization, efficiency, and ease of use.

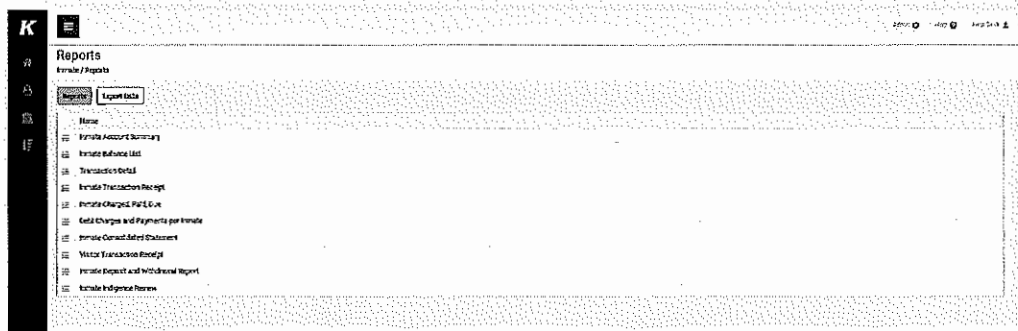
### Run Trial Balance and Balance Sheet Reports

Users can view and report on all or part of their GL accounts, and print or export reports to adobe and excel format. And KeepTrak allows users to save their report input decisions to save time when you run the report again.

### Manage User Accounts

Design individual and group authorizations. Link these profiles to accounting and workflow specifications to establish roles tailored to your operation.

### Reporting Features:



### Organize Report workflows

Enjoy the flexibility of having KeepTrak's entire report library at your disposal. Specify where reports show up, and substitute reports with your logo and column choices for our standard reports.

### Online Report Library:

#### 19 Standardized reports with parameters you can save and use again and again

- 1.) Bank Reconciliation Details
- 2.) Cash Drawer Count
- 3.) Cash Drawer Details
- 4.) Classified Balance Sheet
- 5.) General Ledger Account Activity Summary
- 6.) Offender Account Statement
- 7.) Offender Account Summary
- 8.) Offender Balance List
- 9.) Offender Transaction Receipt
- 10.) Bank Reconciliation Summary
- 11.) Trial Balance Report
- 12.) General Ledger Month Detail
- 13.) Offender Charged, Paid, Due
- 14.) Offender Deposit and Withdrawal Summary
- 15.) Debt Charges and Payments per Offender
- 16.) Debt Charged, Paid, Due
- 17.) Visitor Visitation Receipt
- 18.) Offender Consolidated Statement
- 19.) Offender Indigency Review

### Select and export report data for further analysis

For those reports that need more analysis or for questions that pop up in the course of your work, use our new data export feature to quickly scan and filter available data fields, export the results to Excel®, and save your export configuration for future use.

### Indigence Reporting

KeepTrak reporting now allows the user to set parameters for determining indigence. The customer can set a default number of days and a maximum balance in the workflow administration for offender accounts.

The new report, Offender Indigence Review, uses these defaults to produce an indigent list. The user may also specify whether only the primary trust account is reviewed or additional reserved accounts may be included in the review.

### Visitor Visitation Receipt

This report hides the inmate trust account balances when receipts are given to visitors who have made a deposit to the inmate account.

### Offender Consolidated Statement

This report comprehends all accounts for a given inmate including the primary trust account, additional reserved trust accounts and the debt account.

- Includes ability to select a date range for the statement
- Includes opening and closing balances for each account type within the selected date range
- Includes the ability to select the report for multiple inmates using parameters for status, block, tier, and cell

### Offender Indigency Review

- (See example in prior section on Indigence) This report produces a roster of inmate accounts that meet indigence thresholds based on number of days with a balance below a customer defined maximum

### Online Help:

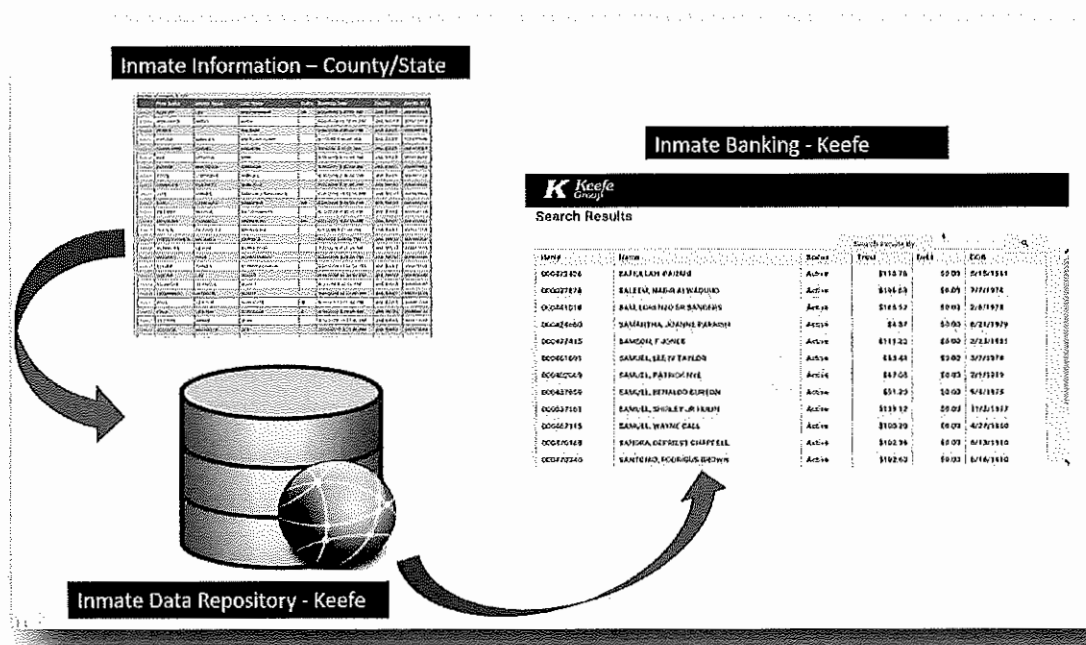
#### Review Help Documentation Online

Facility users can quickly find and search the online reference guide for information on KeepTrak Banking functions.

### Web Services Interfaces for Partner Systems:

With its KeepTrak Online Banking and Commissary software solution—a cloud-based banking platform, Keefe integrates with an Inmate Data Repository.

County and State custody systems post inmate information to the repository for use by Keefe technologies such as banking, commissary, inmate self-services and family services.





### Information Lookup Service

KeepTrak Banking Inmate Financial Information Lookup services allows partner systems to present KeepTrak financial information in their applications.

Custody systems can take advantage of this read only interface to present an inmate balance, financial history, or specific transactions appropriate for the given user role. Other uses can include court systems, bail systems, and inmate self-service devices. The web services specifications are available upon request for KeepTrak Banking implementations.

### Reserved Accounts

KeepTrak Banking now supports reserved accounts for inmates. Prior to Release 1.3 each inmate received a Primary Trust account and a Debt account by default. With the introduction of reserved accounts, the customer may define additional trust accounts reserved for specific purposes.

Reserved accounts may be used for bail, release savings, prepaid medical procedures, holds, gifts, debt exempt deposits, and other customer-defined trust account types. Characteristics for reserved accounts include spending rules, contributing deposit types, transfers, and disbursements.

This new feature performs well beyond the legacy encumbrance function. In legacy the customer was limited to encumbrance types. An encumbrance could be funded by deposits or transfers, but was difficult to manage through the disbursement process, and was difficult to report on.

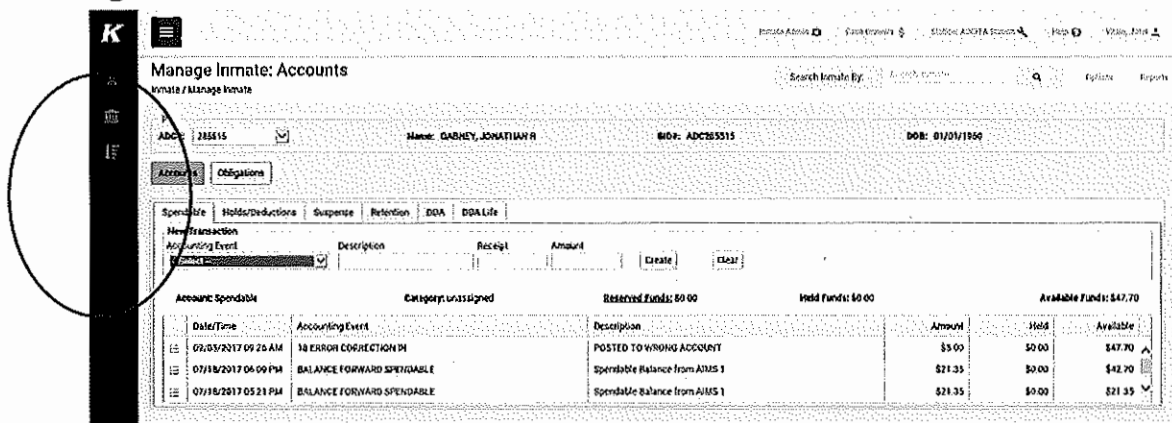
The new approach establishes reserved accounts as a core feature in KeepTrak Banking. This includes refactoring of the inmate accounts page, a number of reports, indigence assessment, transaction types, fees, debt recovery, release workflow, and administration capabilities.

### View Prior Account History

KeepTrak Banking now gives its customers the option to view inmate account history from its prior banking system. The feature introduces a Prior History tab in the inmate accounts page. When the customer navigates to this new tab, KeepTrak Banking links the inmate ID with a Keefe-hosted document library. The customer contributes Adobe® documents to the library with the inmate's account statement from the prior banking system.

To assist with the migration of current Keefe banking customers, our developers have created an Adobe® export application that allows Keefe customers to choose the statement report from a selection of SAPCrystalReports. The export application then uses the SAPCrystalReport to create an Adobe document for each inmate account. The customer-specific documents can then be imported to the document library for each Keefe customer.

### Hover Navigation Menu



KeepTrak Banking introduces a more streamlined look and feel to its main menu selection process. With hover navigation, Lancaster County users can quickly select their destination from a list of main menu silhouettes.

The options within each selection fly out when the mouse pointer hovers over the menu item. The user then moves the mouse pointer to a given option and selects it. The selected page appears and the menu hides, giving the user more space to work within a given area of the application.

#### **Cash Drawer Filtering by User or Group**

KeepTrak Online Banking now allows the customer to filter which Cash Drawer types will display to a given user or group. This new feature keeps the list of cash drawer types focused on just which drawer or drawers this particular user should be working with.

Reducing the complexity of the drawer type selection process cuts down on inadvertent errors by customer staff, especially in accounts where numerous cash collecting activities occur in various departments, buildings, or campuses.

#### **Expanded Deduction Rules for Payroll Deposits**

KeepTrak Banking increases the types of rules and the combination of rules relating to deposit deductions. These rules are particularly useful in processing payroll. Using the expanded rules, customers can setup a payroll deposit type and then associate a sequence of automatic deductions including:

##### **Mandatory deductions:**

- Savings, Discharge, Transition Fees, Housing, Dependent Care, DUI

##### **Facility and court obligations:**

- Accounting Fees, Court Ordered Fees, State Filing Fees, Federal Filing Fees, Disciplinary Debts, Other accumulated debts

##### **Gross pay deductions for inmates in Private Industries:**

- Deductions can be configured on a percentage basis or on a fixed dollar basis. Remaining Funds after deductions are automatically posted to the inmate account specified by the deposit rules.

#### **Batch Management and Transaction Posting Services**

KeepTrak Banking allows partner systems to organize and post financial transactions using web services. In addition to posting online deposits, phone time transfers, and commissary transactions, customers can now connect payroll, medical, housing fee, or other custody fee systems to KeepTrak Banking.

The KeepTrak Banking interfaces specify the variety of inputs and return values so that the partner system developer can take advantage of transaction postings and transaction history information and organize transactions into groups that are meaningful to both systems. The web services specifications are available upon request for KeepTrak Banking implementations.

#### **Batch Processing Enhancements:**

##### **Batch Details Reporting**

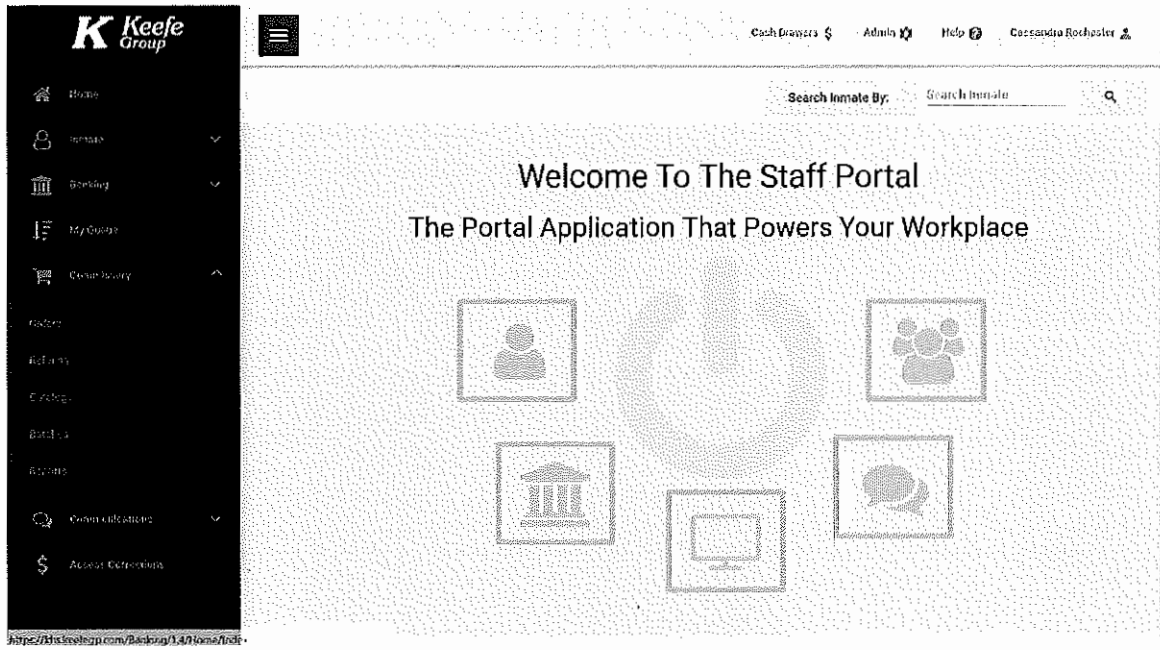
KeepTrak Banking now includes a detailed report of inmate transactions related within a single batch.

##### **Two-stage Batch Approval**

KeepTrak Banking now allows a manager role that can commit batches of transactions that were entered by a clerk. The clerk may not commit the transactions, only record them.

## **KEEFE COMMISSARY ONLINE (COL) OVERVIEW**

Keefe Commissary Online (COL) is the next generation of Commissary ordering provided by Keefe Commissary Network. COL is designed to make the experience of ordering commissary goods an effortless and integrated process as a centrally hosted, multi-tenant web application accessed over the internet. Each facility hosted in COL has its own database. Each facility may also have its own customized workflows, accounts, reports, and resident lists, completely independent of and secured from all other hosted facilities.



### ORDERING METHODS

Lancaster County can use any of the following methods to enter orders in (COL):

- Online Order Entry
- Phone Order Entry (IVR)
- Kiosk Order Entry



Home



Inmate



Banking



My Queue



Commissary



Orders

Refunds

Catalogs

Batches

Reports



Communications



Access Corrections

### ONLINE ORDER ENTRY

Online orders refer to manual entry orders entered to COL. Use COL ordering to create orders for items from Pick N Pack, Trinity Take Out, and Cart items (as described in Catalog). Edit, change, or delete existing online orders through COL order entry.

### PHONE ORDER ENTRY

The IVR COL order entry system is attachable to facility phone systems. The interface relies on network connections to a facility-based or centralized phone switch. The IVR commissary order entry system requires the KeepTrak Banking module and is seamlessly interfaced with the KeepTrak Banking System. If the facility is not using the KeepTrak Banking System, the KeepTrak IVR/Commissary solution can be interfaced with partner Resident banking systems. The KCN solution requires attachment to the premise phone system.

Phone orders appear in the online Commissary portal once a resident calls in an order request. The Commissary application validates the order based on any restrictions entered in the Commissary system through the Commissary Admin set up process. Residents can use Commissary IVR ordering to create orders for items from Pick N Pack, Trinity Take Out, and Cart items.

Residents can also edit, override, or delete existing orders through IVR. When a resident calls the IVR system, the system determines whether an open order exists for that resident. If an order exists, the system inquires whether the staff member wants to edit the existing order or override it (meaning the current order will be deleted and a new order will be created). Residents can change the quantities of items in an order, add more items to an order, delete items from an order or delete existing orders.

### KIOSK ORDER ENTRY

Kiosk order entry is done on-site at ordering kiosks. Residents can use Commissary kiosk ordering to create orders for items from Pick N Pack, Trinity Take Out, and Cart items.

## COL MODULES

Below is a list of the new Commissary Online modules with brief descriptions

- **Orders:** The Orders module will allow Gallatin County to access its:
  - (1) Orders page,
  - (2) Order Entry page, and
  - (3) Create Edit or Cancel an Order page.

**Orders**  
Commissary / Orders

Filter

ID   
  Order #   
  Name   
  Start Date   
  End Date   
  Status   
  Source

Order #	Create Date	Booking ID	Person Number	Name	Source	Order Total	Status	
55	6/10/2019	1234	99101	Matthew Clarkson	Commissary	\$0.00	Open	---
54	6/6/2019	45636	000045636	DAVID RALPH JR	Commissary	\$1.00	Open	---
53	6/30/2019	709815	99230200	DOUGLAS FAIRCHILD	Commissary	\$6.19	Open	---
52	5/30/2019	77220	9911992	Betty Foster	Commissary	\$5.88	Open	---
51	5/30/2019	558385	658385	Amanda Sheppard	Commissary	\$0.00	Open	---
43	5/2/2019	251929	251929	ERNESTO RAMIREZ	Commissary	\$0.00	Open	---
36	3/6/2019	401992	T201701919	JOHN DOE	Commissary	\$1.65	Open	---
34	2/11/2019	77105	9922440	EDWARD CARPENTER	Commissary	\$8.32	Open	---
31	1/16/2019	315265	314858	AUSTON OALEY	Commissary	\$0.00	Open	---

- **Refunds:** COL Refunds allow users to generate refunds by order number from the Orders tab. COL also allows users to set up a refund schedule (the time of day that refunds are processed) in the Commissary Admin module.
  - Refunds Page
  - Refund Entry Page
  - Create, Edit, or Cancel a Refund
  - Scheduling and Viewing Refunds

**Refunds**  
Commissary / Refunds

Orders | Refunds

Filter

Order #   
  ID   
  Name   
  Start Date   
  End Date

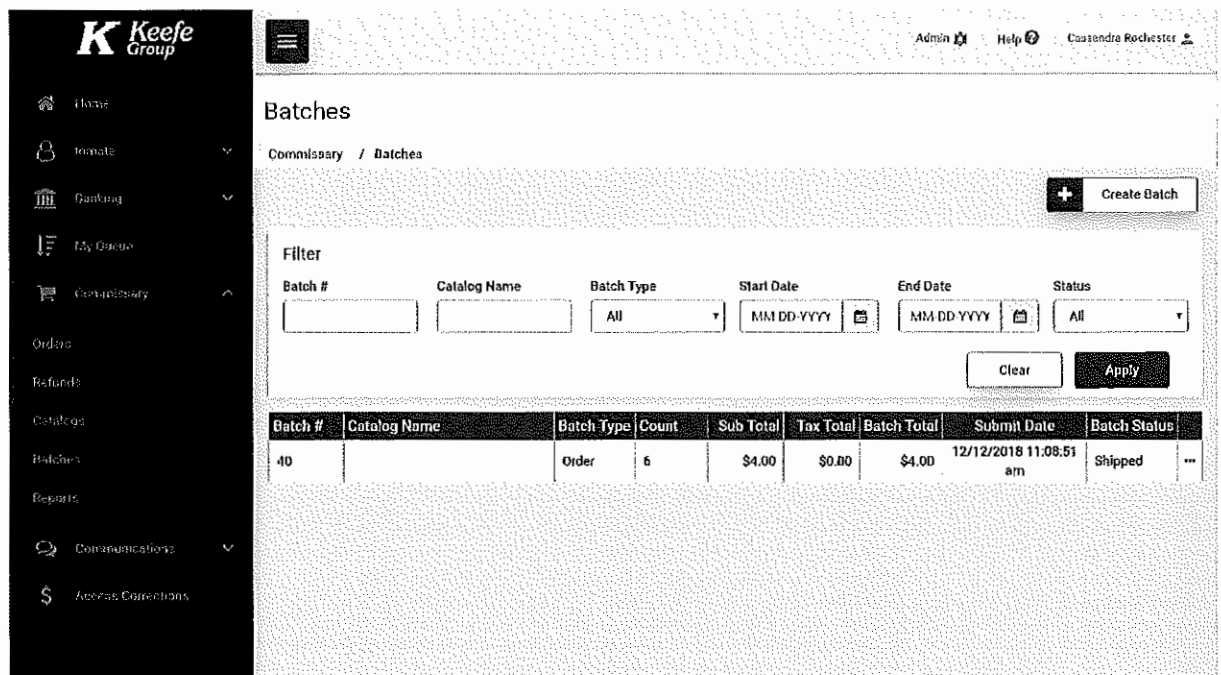
  
   

No matching records found

- **Catalogs:** The COL Commissary Catalog allows users to view, filter, and print catalogs and to use tags, rules, and populations to restrict items. Catalogs of items can be available to an entire facility or limited to a certain population, determined when creating the catalog.
  - Catalog Items
  - Catalog Page
  - View, Filter, and Print Catalogs



- **Batches:** The COL Batches module allows users to create and manage batch commissary entries. By default, the list of batches is sorted by **Status**, then **Open/Closed**, and then by the **Created** date, listed in chronological order. The sort order can be changed by clicking on any column header. Users can filter the list by entering any of the available filter criteria in the **Filter** section.



- **Commissary Reports Module:** The COL Reports module allows users to generate a variety of standard and ad hoc commissary reports.

The screenshot shows the 'Reports' page in the Keefe Group system. The left sidebar contains navigation options: Home, Home, Banking, My Queue, Commissary, Orders, Refunds, Credits, Batches, Reports, Communications, and Access Corrections. The main content area is titled 'Reports' and shows a breadcrumb 'Commissary / Reports'. Below this is a table with two columns: 'Report Name' and 'Description'.

Report Name	Description
Tag Report	Drill-down report of net sales by default tag. Can also choose to report on any custom tag.
Batch Sales Report	Drill-down report of sales or refunds by batch.

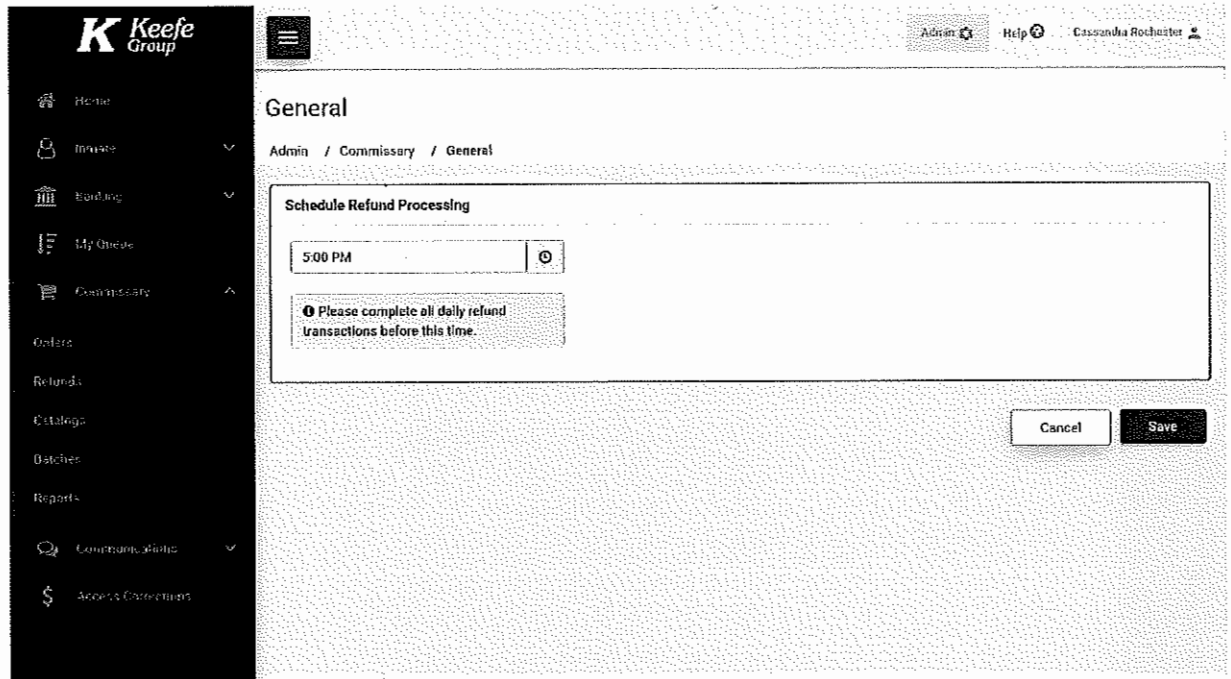
The screenshot shows the 'Report' generation interface. The left sidebar is the same as in the previous screenshot. The main content area is titled 'Report' and shows a breadcrumb 'Commissary / Reports / Report'. Below this are several input fields for report parameters:

- Type: ALL (dropdown)
- Year: (input field)
- Custom Tag: Select a custom tag to view (dropdown)
- Tag Name: (input field)
- Quarter: (input field)
- Month: All (dropdown)

There are also checkboxes for 'NULL' next to Tag Name, Year, and Quarter. A 'View Report' button is located to the right of the input fields. Below the input fields is a navigation bar with '1 of 1' and various icons. The report content area shows 'Agency: DEMO' and 'Tag Sales'.

Year	Qtr	Month	Tag Name	Item Description	Purchase Line Amt
2018					\$0.00
<b>Grand Total</b>					<b>\$0.00</b>

- **Commissary Admin:** The Commissary Admin module allows users to perform administrative functions in the COL module. Users can:
  - Schedule Refunds
  - Create, edit, and delete catalogs
  - RESTRICTIONS: Create, edit, and delete rules
  - RESTRICTIONS: Create, edit, and delete tags
  - RESTRICTIONS: Create, edit, and delete populations

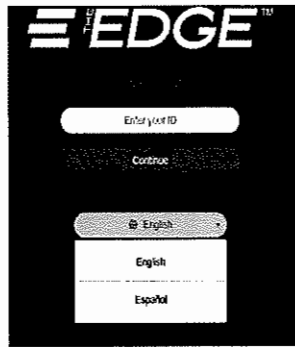




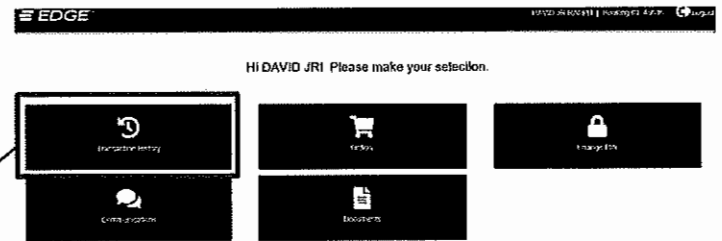
# New Housing (pod) Kiosk Application Screenshots

## How to Track Spending

### Sign-in Screen



### Dashboard



### Transaction History



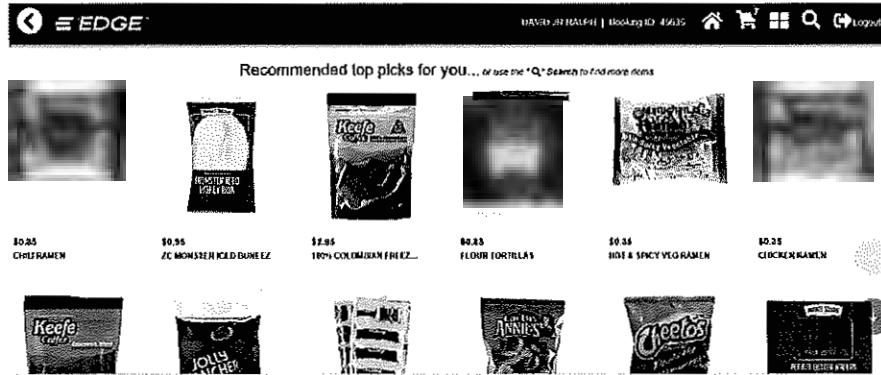
### Transaction History – Available Balance

Transaction History - Available				
Date	Time	Type	Description	Amount
05/24/2019	10:45 AM	Payroll	Payroll	\$25.00
05/23/2019	11:01 AM	Check Request	Family	-\$20.00
03/19/2019	10:45 AM	Mail Money	Mail Money - Arthur Severnson	\$45.00
03/14/2019	04:53 PM	Commissary Refund	Refund Receipt 2019	\$2.41
04/17/2019	09:31 AM	Commissary Purchase	Commissary Receipt 2019	-\$37.45
04/17/2019	09:50 AM	Restitution Payment	Pay: 4/4/2019 8:31:44 AM - Restitution - One-Time Charge for case CA-20199-12	-\$12.00

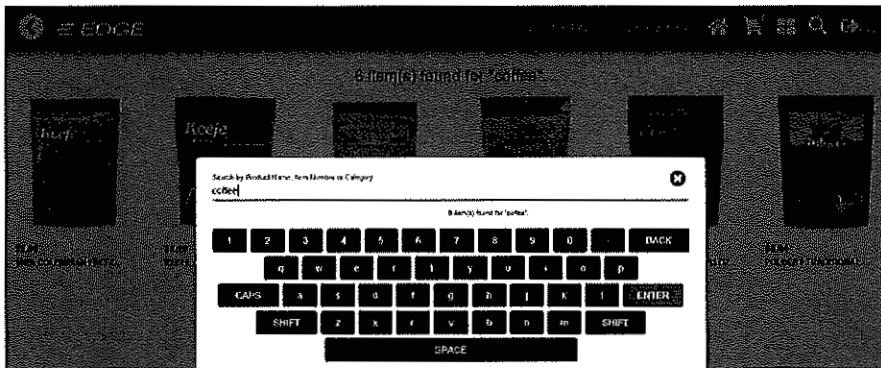
### Transaction History - Amounts Due

Transaction History - Amounts Due				
Date	Time	Type	Description	Amount
04/17/2019	09:50 AM	Restitution Payment	Pay: 4/4/2019 8:31:44 AM - Restitution - One-Time Charge for case CA-20199-12	-\$12.00
04/04/2019	08:33 AM	Restitution Payment	Pay: 4/4/2019 8:31:44 AM - Restitution - One-Time Charge for case CA-20199-12 - On Demand Payment	-\$100.00
04/04/2019	08:31 AM	Restitution	One-Time Charge for case CA-20199-12	\$7,620.00
11/05/2018	12:03 AM	Pmt Subsistence Fee	Pay: 11/5/2018 12:03:52 AM - Subsistence Fee - Scheduled Subsistence Fee	-\$3.50
11/05/2018	12:00 AM	Subsistence Fee	Scheduled Subsistence Fee	\$3.50
11/05/2018	12:03 AM	Pmt Subsistence Fee	Pay: 11/5/2018 12:03:28 AM - Subsistence Fee - Scheduled Subsistence Fee	-\$3.50

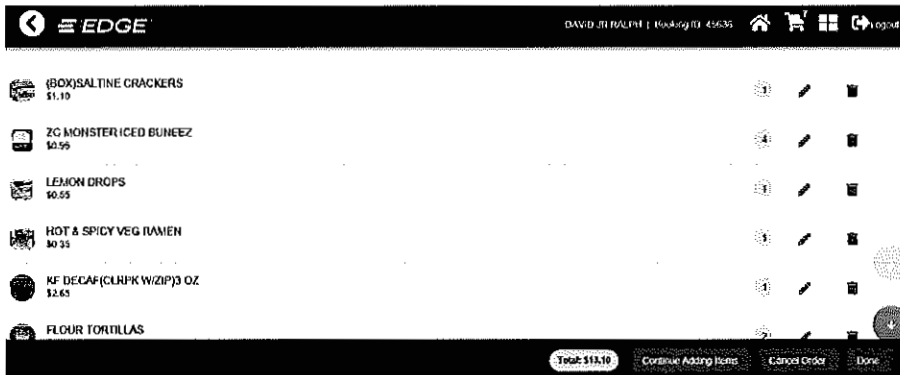
## Commissary Ordering



### Search for an Item



### Cart View



### Edit an Item



# Exhibit E

## Overview of Debit Release Service

In the last decade, correctional facilities have experienced a tremendous increase in costs associated with handling Inmate Trust Funds. To streamline and reduce costs associated with this obligation many facilities have replaced cash and checks with our debit card program. Debit cards are a cost-effective alternative to issuing traditional checks. All hardware needed to provide this service will be provided by Keefe at no cost.

### Benefits of releasing inmates with a debit card include:

- Reduces exposure to fraud and lost checks
- Eliminates uncashed checks
- Easy to use. Simplifies Bank Account Reconciliation
- Eliminates checks and cash handling



The Keefe debit release card is provided through our partnership with Rapid Financial Solutions. Our debit card carries the MasterCard logo and can be used worldwide. The card will be immediately activated at the time the funds are loaded on to the card and a PIN code will be provided to the cardholder. There are no extra steps required to activate the card. This provides the cardholder with immediate access to their funds.

Our debit card is also part of a national surcharge free network – Money Pass. This means that the cardholder can get cash via an ATM without paying additional surcharge fees, when using a participating MoneyPass ATM at such convenient locations as Credit Unions, National Banks, 7-Eleven ATMS, and Wal-Mart store ATMs. This debit card allows inmates with or without a bank account access to their money 24 hours a day at ATM locations and Point-of-Sale locations worldwide.

In addition to the MoneyPass ATM network, our debit cards also provide the cardholder the ability to remove the total balance of their card for FREE by visiting any financial institution that is a MasterCard principal member and asking for a cash advance for the balance of their card.

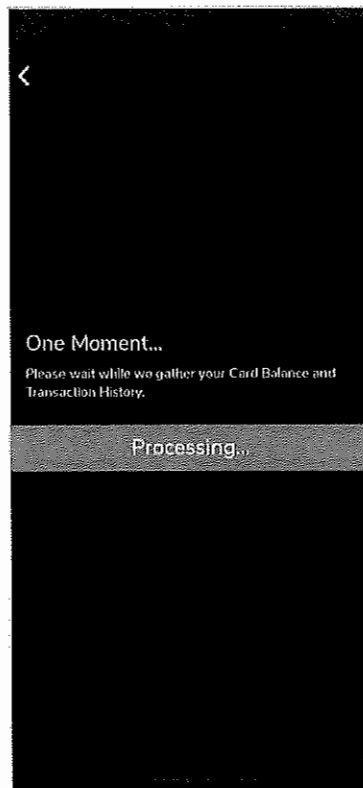
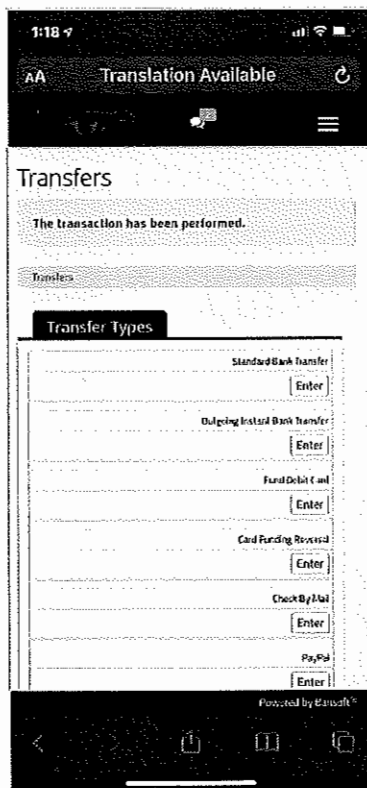
Inmates can access their cash for free at Cash Back Point-of-Sale locations anywhere in the world. The facility can load the card with as little as \$0.01 or as much as \$9,700.00. There is no fee to load the card. All funds are on deposit at an FDIC insured bank. Every inmate qualifies for this program and can be issued a debit card regardless of immigration status.

### Release Pay Debit Card Benefits

- Eliminate Checks/Cash
- Immediate Funds Availability
- Reduces Lost Checks/Fraud
- Eliminates Check Cashier Fees
- Simplifies Bank Account Reconciliation
- Security of PIN Protected Card
- Worldwide Access to ATM's
- Real Time Transactions Account Info Available Online
- Mobile App
- Robust API for system to system integration
- Re-Loadable Card
- Allows for Direct Deposit to a US Bank Account

**Debit Card Mobile App**

Cardholders have the ability to easily track and see all account information easily from our mobile app.



# RELEASEPAY

## HOW TO USE YOUR NEW RELEASEPAY DEBIT CARD

Start taking advantage of all the features  
the ReleasePay card has to offer.



Use your card anywhere MasterCard is accepted for Point of Sale purchases. Swipe your card at checkout and enter your PIN or run as credit.



Use your card to make purchases online. Just enter the card number, expiration date, and security code.



Check your balance and get cash at ATM's. Insert card and follow prompts. \*ATM's will charge usage fees.



Go into participating banks to receive cash back off your card.



At a Point of Sale purchase select cash back option to get funds off card FREE of charge.



Transfer money to a bank or PayPal account, or request paper check from ReleasePay.



Change PIN or hear account balance by calling 877-592-1118



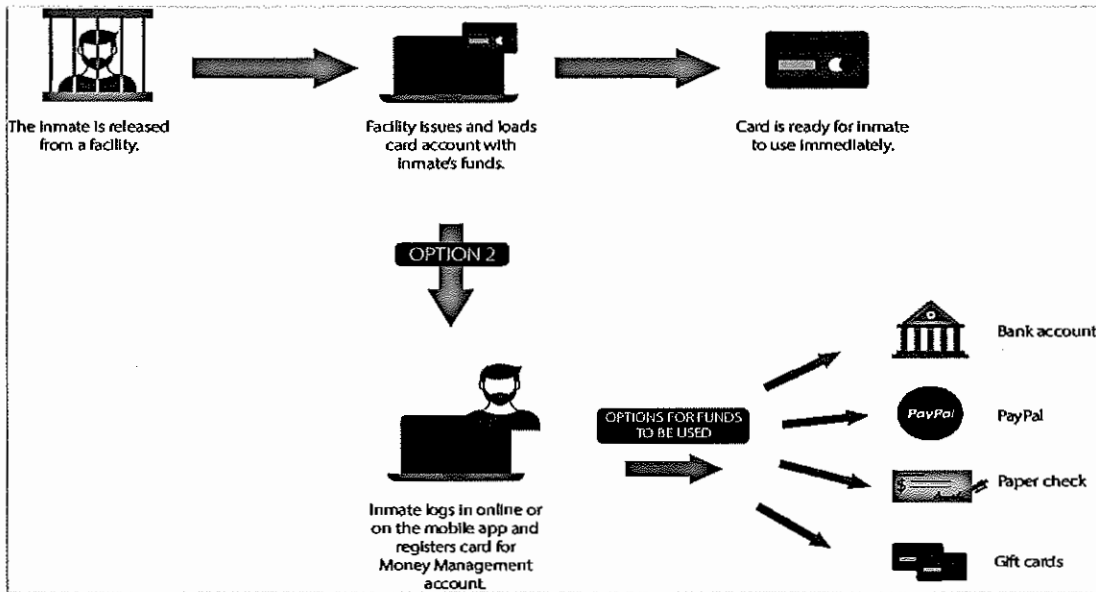
Use your card anywhere you see these logos.

**Release Pay Provides Options: How?**

Once the facility loads the inmate’s money to the card/account the inmate now has many options to receive their money. They can use the card at any retail location that accepts MasterCard, plus get cash back after purchasing an item. They could go to an ATM machine to receive their money as well as walk into a MasterCard sponsor bank and cash the card, just like a check except there are no fees for this type of transaction.

Other options to receive their money are request direct deposited into their bank or PayPal account, request a check from Rapid Financial Solutions and lastly purchase a gift card. All options can be processed through our mobile app, or online and lastly by calling customer service. See process diagram below.

While the inmate is deciding how best to receive their money there are NO fees incurring on the card for the first 100 days. If the inmate has not validated (used) the card or received their funds through one of the options mentioned above within the 100 days, the card/account will be accessed an inactivity fee. If the inmate realizes that these fees have occurred, they can call customer support and request a refund. Please see the program fee document for further details.



*Section 3 of Proposal Response*  
**PROJECT SCHEDULE - COMMISSARY**

a. Proposer must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services. Specific information regarding transition from the current provider is required.

**KCN Response:** As the incumbent commissary provider, no transition would occur if KCN were to be awarded the contract. The project scope would include hiring one (1) new employee, swapping existing equipment (as necessary), installing additional vending machines and working with ICS to get the KCN kiosk app on the tablets. The table below shows the projected schedule to accomplish these tasks.

Milestones	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Post Job Opening	■							
Procurement - hardware (kiosks, vending machines)								
Interface Planning (KCN Kiosk App on Tablet)								
Interview Potential On-site Employee			■	■				
Hardware Configuration				■	■			
Hire On-site Employee					■			
Hardware On Site						■		
Install Hardware (kiosks, vending machines)						■	■	
Putting KCN Kiosk App on Tablets								■



***Section 4 of Proposal Response***  
**APPENDIX**

a. Resumes to be submitted for qualifications of proposed key staff.

**KCN Response:**

**Joe Bauer**

**Title & Tenure: KCN Regional Manager, 10 Years**

**Biography**

Upon graduation from the University of Missouri-Columbia with a Bachelor's of Science degree, Joe started with KCN in 2011 as a member of the Helpdesk. In 2012 he was promoted to Project Technician where he began traveling to customer sites and worked to complete installs and upgrades for new and existing customers. Come October 2012, he received another promotion and took a position as KCN Account Manager for the Midwest region. Joe accepted a promotion to Keefe Account Manager in 2014, where he was responsible for promoting all Keefe business lines in the states of Missouri and Nebraska. **This would have included the Lancaster County Adult Detention Facility, so Joe has hands-on experience with the inner-workings of the facility and commissary operation.**

Today Joe remains in the Midwest Region as KCN Regional Manager. In this role, Joe works alongside the region's Sales Staff to oversee and promote KCN services in the region's 15 states. Joe's responsibilities include overseeing all facets of commissary services, strengthening customer relationships, and ensuring total customer satisfaction.

Degree: Bachelor's of Science degree from the University of Missouri.

**Aaron Sickles**

**Title & Tenure: Account Manager, 2 years**

**Biography**

Aaron's career with the Keefe Group began in 2019 as an Account Manager. As an account manager Aaron is responsible for the sales territory of MO, KS, and NE.

Over the past year Aaron has worked closely with his three states to maintain existing customer relationships, oversee all facets of commissary services, develop new customer relationships, and ensure total customer satisfaction.

Degree: None

**Tracy Aiello**

**Title & Tenure: Director of On-Site Operations/Midwest Region, 20 Years**

**Biography**

Tracy currently manages 31 on-site commissaries, with a total of 155 on-site employees throughout the Midwest region. Responsibilities include: hiring and training on-site staff, insuring compliance with policies and procedures and act as the liaison for the on-site staff, customers, and Keefe Commissary Network. Tracy possesses full working knowledge of the KCN Best Business Practices Guide, TKC (formerly Centric Group) policies and benefits, Oracle programs and inventory controls. She provides on-going support and assistance to all on-site managers and staff. Tracy has been with Keefe Group for 19 years and previously managed the receiving department in our Midwest warehouse.

Degree: Bachelor of Arts in Communications and a minor in Business Administration from Western Illinois University.

**Dave Herbert**

**Title & Tenure: District Manager Operations, 16 Years**

**Biography**

Dave began his career at Keefe working in the warehouse fulfilling customer orders before moving to the role of Operations Assistant, supervising onsite staff. Dave recently was promoted to the role of District Manager Operations where he supports the Midwest Region's onsite operations at 25 Locations, **including the Lancaster County Adult Detention Facility**, where his responsibilities include hiring, training, and working alongside Keefe onsite employees to ensure positive work environment and excellent relations between customers and Keefe Commissary Network. Dave specializes in onsite operational support and inventory procedures.

Degree: None. Dave has taken and passed many facility-specific training certifications during his tenure with Keefe.

**John Clark**

**Title & Tenure: Midwest Regional Project Manager/Technical Services, 12 years**

**Biography**

John began his career with Keefe Group in 2008 as Senior Tax Accountant, working directly with the Department of Revenue and Corrections in 40 plus states, on audits, compliance, and licensing requirements. After four years; he returned to a niche as manager; defining processes, establishing service level agreements, and implementing inmate direct customer service for the Media product line of Access Corrections. After six years of working with technical services on reporting and best practices initiatives for media services, he transitioned to Technical Services team as a Project Manager.

John's Project Manager duties include; defining project scope and objectives, identifying resources needed, and conducting risk reviews through the project life cycle.

His main goal is to define customer need and implement best solution to satisfy those needs. As your technical services point of contact; John will plan & direct the activities of the Implementation Analysts, gather and share pertinent information on the project initiatives from both customer and Keefe resources, and provide effective Keefe technology solutions to you.

Degree: Bachelor of Science degree from Missouri State University

- b. List of all pending litigation cases involving current company or previous company name for all services being proposed.
- c. List of all litigation cases over the last five (5) years for services being proposed, and result of each of those cases

**KCN Response:** Keefe Commissary Network, LLC ("Keefe"), as part of the nation's leading supplier of food, personal care products, electronics, clothing and facility technology to the correctional market, is a defendant in civil lawsuits brought forth by inmates from time-to-time. Responsive pleadings are submitted on behalf of Keefe that often result in the dismissal of those suits as the court finds a reasonable business explanation that addressed the matter. There is no on-going litigation where Keefe has been directed not to disclose information by the court; case information pertaining to any matters in which Keefe is a party is available to the general public. Moreover, there are no proceedings pending, threatened or having occurred in the past five (5) years in any court or before any commission, board or other administrative agency against or affecting Keefe, which have had or will have a

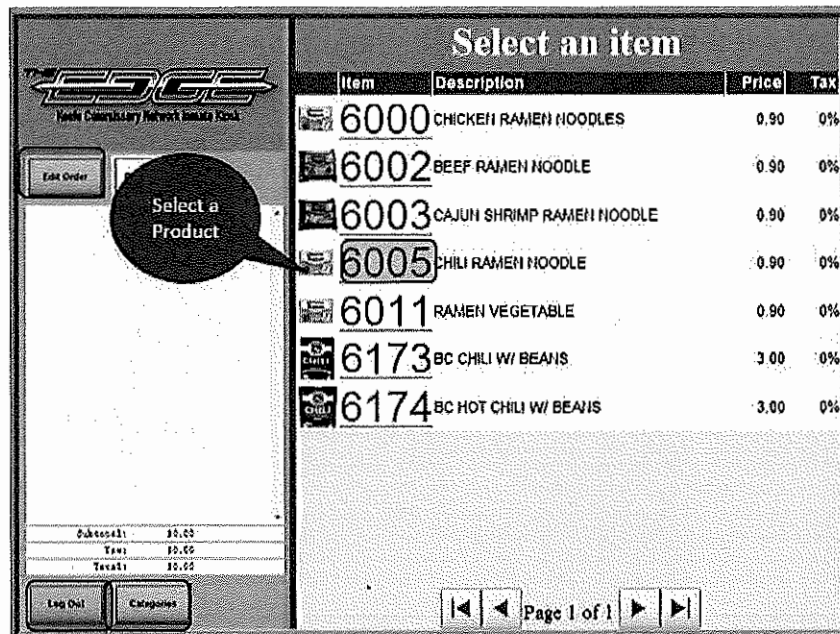
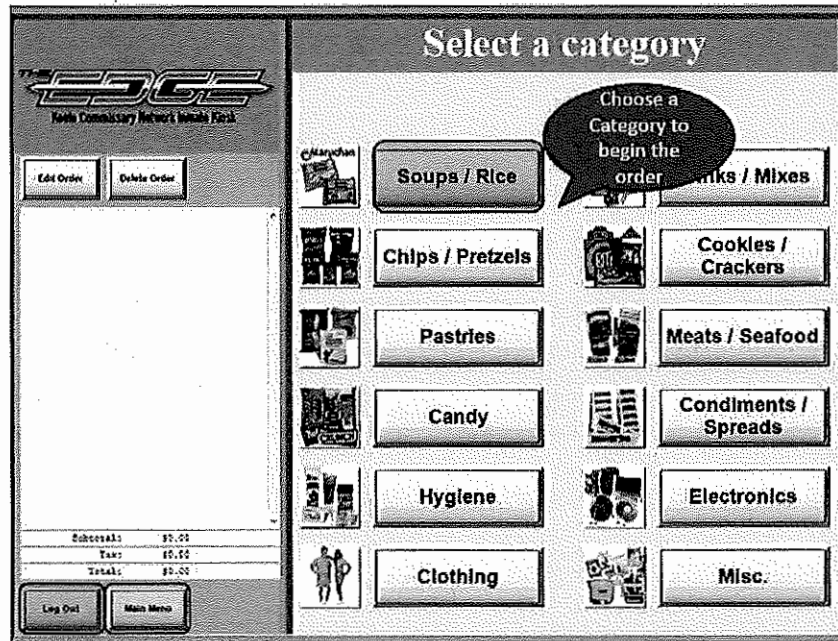
material adverse effect on the ability of Keefe to fulfill its obligations under any contract which may be entered into arising out of this Request for Proposal.

d. Provide a financial statement for each of the last two years.

**KCN Response:** The requested financial statement has been provided via a separate attachment as per the instructions on page 6 of the RFP.

e. Screen Shots of Kiosk Order Sheets, Order Reports, Phone Call Reports, or any other screen shots which show detail in the areas of ease of use and reporting for both the inmates and Correction Staff (**NOTE: Maximum of 25 pages for screen shots in this section. These pages are not included in the 100 page count. Do not include screen shots for products or services that are not included in the proposal submitted**)

**Screenshots of Existing Kiosk App | Ordering Commissary**



**Please enter an item quantity.**

Item	Description	Price	Tax
6005	CHILI RAMEN NOODLE	0.90	0%

Touch a Quantity

Press <Enter> to add this item to your shopping cart

Enter

Clear

Cancel

Subtotal: \$0.00  
Tax: \$0.00  
Total: \$0.00

Log Out Home

**Select an item**

Item	Description	Price	Tax
6000	CHICKEN RAMEN NOODLES	0.90	0%
6002	BEEF RAMEN NOODLE	0.90	0%
6003	CAJUN SHRIMP RAMEN NOODLE	0.90	0%
6005	CHILI RAMEN NOODLE	0.90	0%
6011	RAMEN VEGETABLE	0.90	0%
6173	BC CHILI W/ BEANS	3.00	0%
6174	BC HOT CHILI W/ BEANS	3.00	0%

The choice is added to the shopping cart

Touch <Categories> to return to continue your order

Subtotal: \$1.70  
Tax: \$0.00  
Total: \$1.70

Log Out Categories

Page 1 of 1

**Select a category**

Continue Ordering to complete your shopping cart. Charges to the account are deferred until the order is processed for delivery

Drinks / Mixes

Cookies / Crackers

Meats / Seafood

Condiments / Spreads

Candy

Hygiene

Electronics

Clothing

Misc.

1. CHILI RAMEN NOODLE  
6005 2 @ 0.90 \$0.90  
Tax @ 0.0000 \$0.00

2. BUNGLA TORAJILLA CHEESE  
4140 2 @ 0.45 \$0.90  
Tax @ 0.0000 \$0.00

3. BUNGLA CREAM COOKIES 602  
3248 1 @ 1.00 \$1.00  
Tax @ 0.0000 \$0.00


4. FC RAMEN PLANKS  
4511 2 @ 0.50 \$1.00  
Tax @ 0.0000 \$0.00

5. B.W. TEA MUGS NEW  
2225 1 @ 0.25 \$0.25  
Tax @ 0.0000 \$0.00

6. BICICLE (BICY)  
4100 1 @ 0.10 \$0.10  
Tax @ 0.0000 \$0.00

Subtotal: \$16.00  
Tax: \$0.00  
Total: \$16.00

Log Out Main Menu



Keefe Commissary Network Inmate Kiosk


1. CHILI RAMEN NOODLE	6005	3 @ 6.95	\$20.85	
Tax @ 6.500%				\$1.35
Subtotal:				\$22.20
Tax:				\$1.35
Total:				\$23.55

### Select an item

Delete	Item	Description	Qty
X	6005	CHILI RAMEN NOODLE	3
X	6120	NACHO TORTILLA CHIPS	2
X	3045	DUPLEX CREME COOKIES 6OZ	1
X	6191	FC SALMON FLAKES	2
X	2205	S.S. TEA W/LEMON	6
X	6500	PICKLE (HOT)	1

Use this screen to remove items from the order

Page 1 of 1



Keefe Commissary Network Inmate Kiosk

Are you sure that you want to delete this order?



Keefe Commissary Network Inmate Kiosk

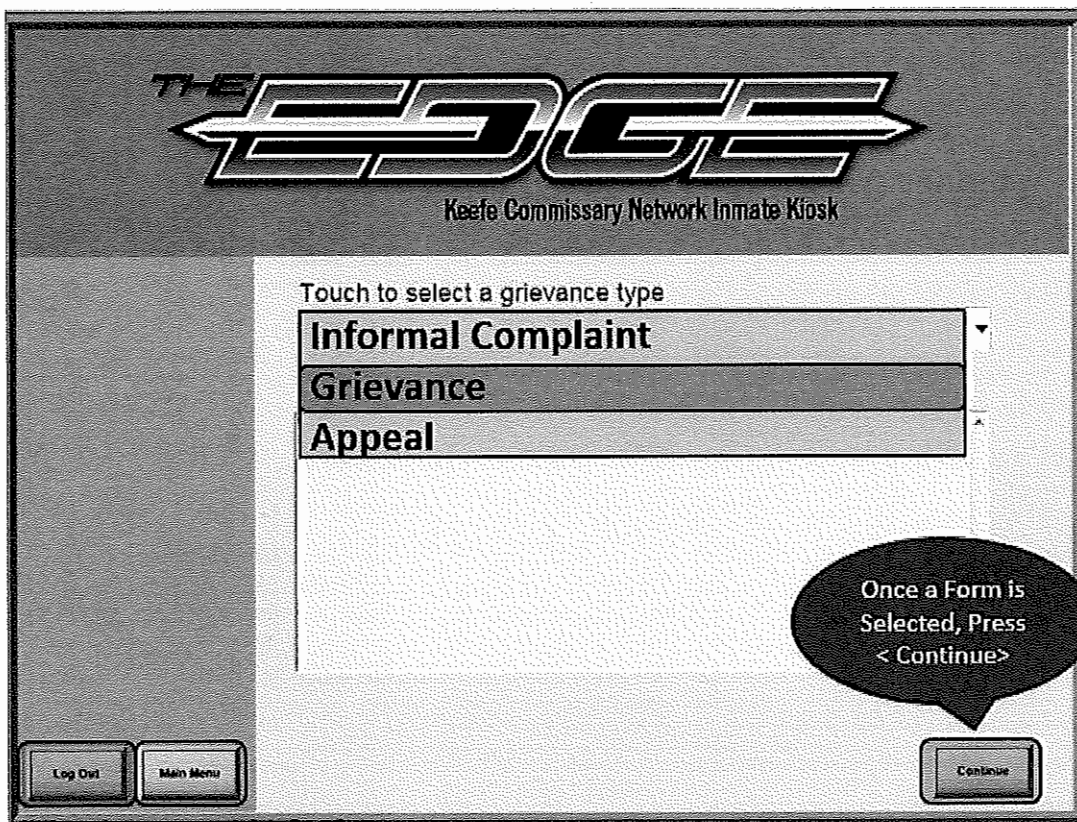
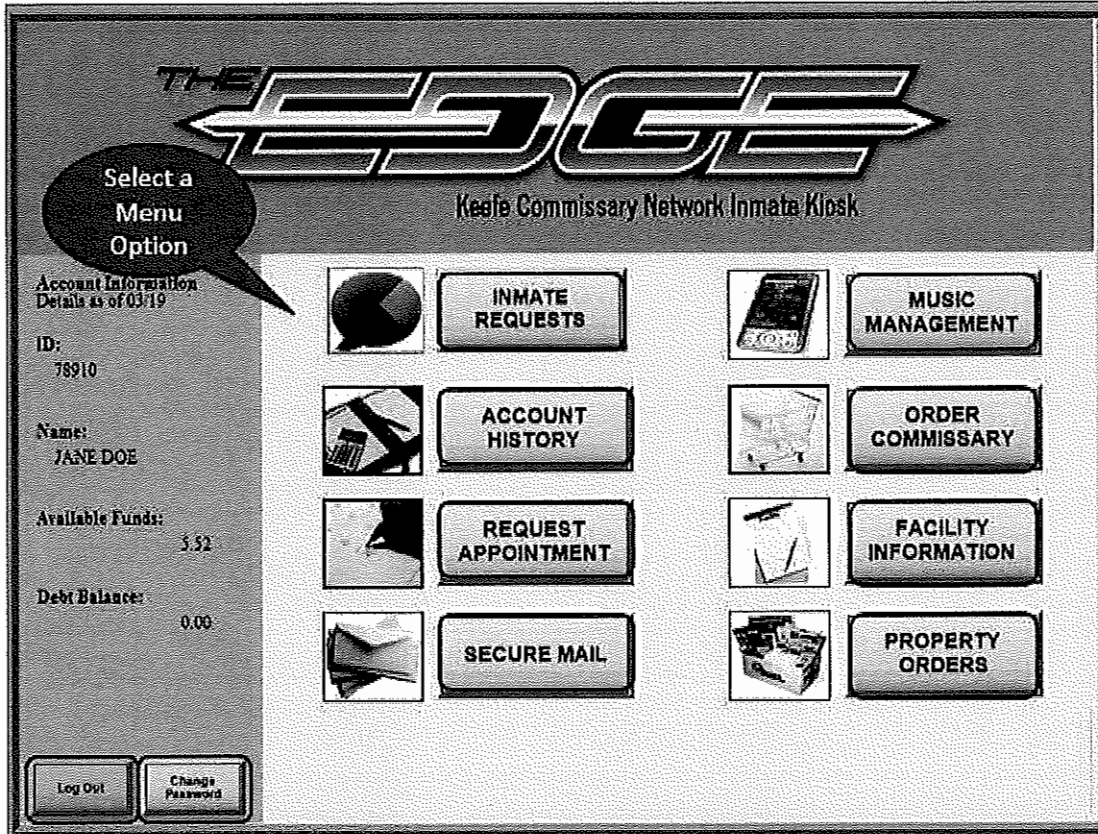
Subtotal:	\$5.00
Tax:	\$0.00
Total:	\$5.00

### Select a category

Soups / Rice	Drinks / Mixes
Breads / Pretzels	Cookies / Crackers
Pastries	Meats / Seafood
Candy	Condiments / Spreads
Hygiene	Electronics
Clothing	Misc.

Deleting the Order will clear the shopping cart

Screenshots of Existing Kiosk App | Inmate Requests



**Inmate Grievance - Submit New Grievance**

COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF CORRECTION  
INMATE GRIEVANCE FORM

**INSTRUCTIONS:**  
 1 Refer to 103 CMR 491, Inmate Grievance Policy  
 2 In Block B, give a brief and understandable summary of your complaint(s).  
 3 List any actions you may have taken to resolve this matter in Block C.  
 Be sure to include the identity of staff members you have contacted.  
 4 Provide a Requested Remedy in Block D.

**INMATE'S NAME:** John Doe  
**INMATE'S NUM:** 123456  
**DATE:** 03-21-2012  
**INSTITUTION:** COTTON  
**DATE OF INCIDENT:** 03-19-2012  
**A. EMERGENCY:**  Yes

**Touch-Type Information Here**

**Touch the Elevator Bar to Proceed to the next page**

1	2	3	4	5	6	7	8	9	0	.	=	Bkspc
Tab	q	w	e	r	t	y	u	i	o	p	[ ]	\
Caps	a	s	d	f	g	h	j	k	l	;	'	Enter
Shift	z	x	c	v	b	n	m	,	.	/		Shift
Space												

**Inmate Grievance - Submit New Grievance**

**DATE OF INCIDENT:**  
**A. EMERGENCY:**  Yes  
 No

**B. GRIEVANCE TEXT:**

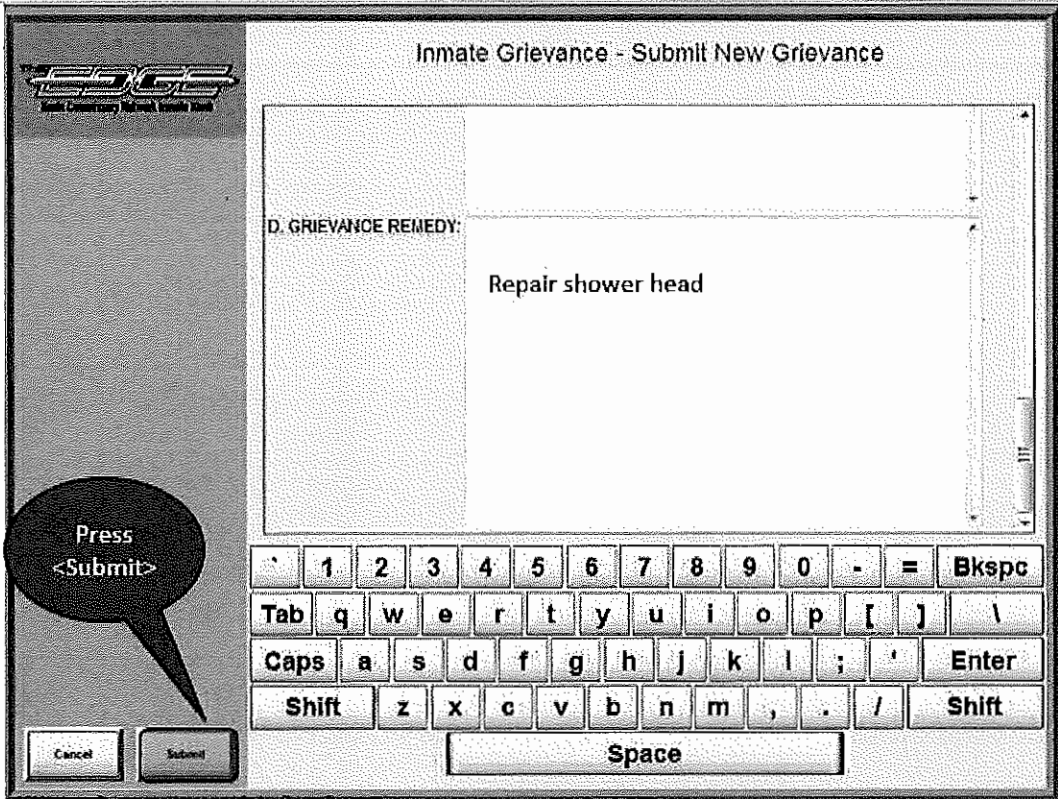
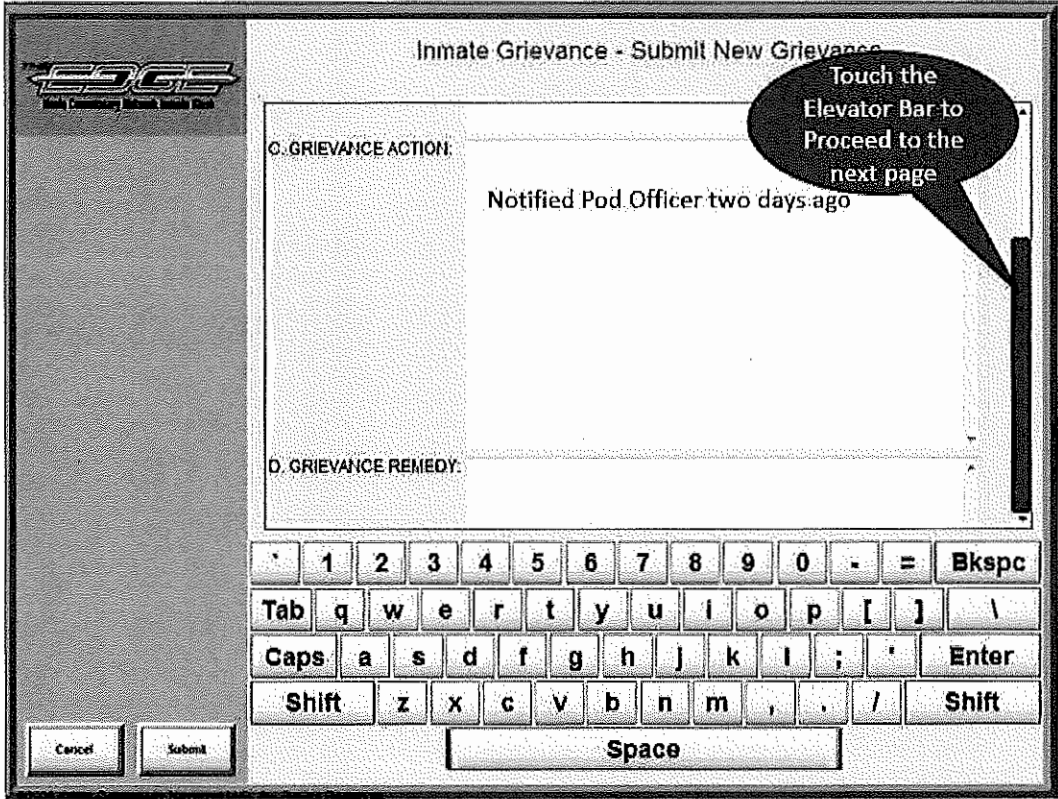
Shower head broken in Pod B for three days – unable to maintain cleanliness

**C. GRIEVANCE ACTION:**

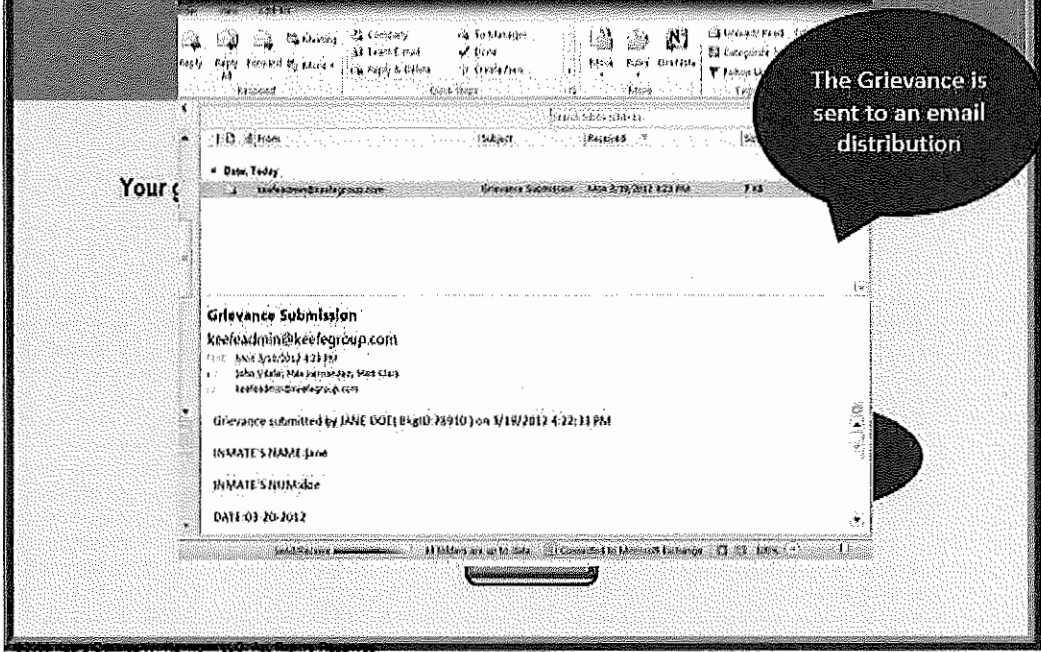
**Touch the Elevator Bar to Proceed to the next page**

1	2	3	4	5	6	7	8	9	0	.	=	Bkspc
Tab	q	w	e	r	t	y	u	i	o	p	[ ]	\
Caps	a	s	d	f	g	h	j	k	l	;	'	Enter
Shift	z	x	c	v	b	n	m	,	.	/		Shift
Space												





# THE PAGE



Screenshots of Existing Kiosk App | Account Lookup

**THE EDGE**  
Keefe Commissary Network Inmate Kiosk

Account Information Details as of 03/19		Date	Type	Description	Amount	Balance
ID:	78910	03/07/2011	ERF	OID:100018964-ComisaryRefund-Reg	5.56	49.21
Name:	JANE DOE	03/03/2011	EPR	OID:100018964-ComisaryPurch-Reg	-70.95	43.65
Available Funds:	5.52	03/01/2011	<MEDICAL>	MEDICAL CHARGE 2/24/11	-10.50	114.60
Debt Balance:	0.00	03/01/2011	MEDICAL	MEDICAL CHARGE 2/24/11	10.50	125.10
		02/24/2011	SECUREDEPOSITS	2011512985900411896	97.00	125.10
		02/24/2011	EPR	OID:100018040-ComisaryPurch-Reg	-87.02	28.10
		02/17/2011	EPR	OID:100017296-ComisaryPurch-Reg	-78.22	115.12
		02/18/2011	SECUREDEPOSITS	201081297880673189	100.00	193.34
		02/10/2011	EPR	OID:100016516-ComisaryPurch-Reg	-78.04	93.34
		02/04/2011	SECUREDEPOSITS	2011512968605442853	97.00	171.38
		02/03/2011	EPR	OID:100015778-ComisaryPurch-Reg	-70.93	74.38

Log Out Main Menu Page 3 of 6

Click to Navigate Forward

**THE EDGE**  
Keefe Commissary Network Inmate Kiosk

Account Information Details as of 03/19		Date	Type	Description	Amount	Balance
ID:	78910	02/02/2011	PAYROLL	PAYHROLL WE 2-02-2011	10.00	145.31
Name:	JANE DOE	01/31/2011	SECUREDEPOSITS	2011512964988081323	82.00	135.31
Available Funds:	5.52	01/28/2011	ERF	OID:100015066-ComisaryRefund-Reg	2.86	53.31
Debt Balance:	0.00	01/27/2011	EPR	OID:100015066-ComisaryPurch-Reg	-94.47	50.45
		01/24/2011	SECUREDEPOSITS	2010812959037051249	80.00	144.92
		01/21/2011	SECUREDEPOSITS	18672342 Dubroff Alan	25.00	64.92
		01/21/2011	ACCT SUMMARY	PRINT OUT	-0.10	39.92
		01/20/2011	EPR	OID:100015066-ComisaryPurch-Reg	-83.46	40.02
		01/19/2011	<MEDICAL>	MEDICAL CHARGE 1/14/2011	-10.50	123.48
		01/19/2011	MEDICAL	MEDICAL CHARGE 1/14/2011	10.50	133.98
		01/18/2011	SECUREDEPOSITS	2011512953798644569	97.00	133.98

Log Out Main Menu Page 4 of 6

Click to Navigate Backward

## Screenshots of Existing Kiosk App | Appointment Scheduling

Offender Appointment Center - Appointment Calendar

Current Week

	Sunday, March 18, 2012	Monday, March 19, 2012	Tuesday, March 20, 2012	Wednesday, March 21, 2012	Thursday, March 22, 2012	Friday, March 23, 2012	Saturday, March 24, 2012
7:00		Breakfast (7:00)	Breakfast (7:00)	Breakfast (7:00)	Breakfast (7:00)	Breakfast (7:00)	Breakfast (7:00)
8:00							
9:00							
10:00	CHURCH (10:00 AM - 11:00 AM)						
11:00							
12:00	Lunch (12:00 PM)	Lunch (12:00 PM)	Lunch (12:00 PM)	Lunch (12:00 PM)	Lunch (12:00 PM)	Lunch (12:00 PM)	Lunch (12:00 PM)
1:00							
2:00							
3:00							
4:00							
5:00							
6:00	Dinner (6:00 PM)	Dinner (6:00 PM)	Dinner (6:00 PM)	Dinner (6:00 PM)	Dinner (6:00 PM)	Dinner (6:00 PM)	Dinner (6:00 PM)
7:00							
8:00							
9:00							

Click to Submit an Appointment Request

Calendar  
Review Request  
Submit New

Log Out Main Menu

Offender Appointment Center - Submit a new request

Touch to select a request category.

Medical  
Dental  
GED Programming

I want to finish high school


Once a Form is Selected, Touch-Type the Text

Submit New

Click Save

Cancel Save



1 2 3 4 5 6 7 8 9 0 - = Bkspc  
Tab q w e r t y u i o p [ ] \  
Caps a s d f g h j k l ; ' Enter  
Shift z x c v b n m , . / Shift  
Space



## Offender Appointment Center - Review Requests

Touch the icons to select an appointment.

Recent ▾

Actions	Submitted	Category	Status	Comment
	3/19/2012 4:39:05 PM	Program Request	Pending	GED Programming
	3/2/2012 4:44:31 PM	MEDICAL	Pending	I do not feel well. I need to see the Dr.

Your  
history of  
requests

Calendar

Review Requests

Submit New

Log Out

Main Menu

◀ ◀ Page 1 of 1 ▶ ▶

Screenshots of Existing Kiosk App | Changing Password

**THE EDGE**  
Keefe Commissary Network Inmate Kiosk

Please enter a new password.

Touch-Type the New Password

Press Enter Enter Password

a	b	c	d	e	1	2	3	Enter	*****
f	g	h	i	j	4	5	6	Clear	Confirm Password
k	l	m	n	o	7	8	9	Cancel	
p	q	r	s	t	0				
u	v	w	x	y					
z									

**THE EDGE**  
Keefe Commissary Network Inmate Kiosk

Please enter a new password.

Touch-Type the Confirmation

Press Enter Enter Password

a	b	c	d	e	1	2	3	Enter	
f	g	h	i	j	4	5	6	Clear	Confirm Password
k	l	m	n	o	7	8	9	Cancel	*****
p	q	r	s	t	0				
u	v	w	x	y					
z									

## REQUEST FOR PROPOSALS

LANCASTER COUNTY  
COUNTY CORRECTIONS  
COMMISSARY & PHONE/VISITATION SERVICES  
RFP 21-079

Issue Date: April 2, 2021

Closing Date and Time:  
April 19, 2021 at 12:00 p.m. (CST)



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## GLOSSARY OF TERMS

*Note: In the event of a conflict of definition of terms between the Glossary of Terms and language contained within the Request for Proposal document (RFP), the RFP language shall take precedence.*

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the Owner or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement to the originally published information.

**After Receipt of Order (ARO):** After Receipt of Order – Begins when the successful Contractor receives either an executed Contract or a Notice to Proceed (NTP) after a contract has been executed by all parties.

**Agencies:** Lancaster County – hereinafter referred to as Owner.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a contract document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in Ebid. The Owner reserves the right to reject any or all proposals, wholly or in part, or to award to multiple proposers in whole or in part. The Owner reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of the Owner.

**Best Value:** A determination made through the evaluation of responses using factors in addition to revenue to identify the highest ranked, responsible and responsive Proposer who has the best offering for the Owner.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the proposer will not withdraw the bid.

**Bidder:** A proposer who submits an offer in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture or any other private legal entity.

**Business Day:** Any weekday, except Owner-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays and holidays.

**Cancellation:** To call off or revoke a purchase order or contract without expectation of conducting or performing it at a later time.

**City/County Ebid System:** The internet-based system used by the City of Lincoln and Lancaster County for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts and communicating with bidders and proposers and for the electronic submission of proposals and bid responses.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract Documents:** An agreement entered into by Lancaster County and the Contractor in accordance with the terms and conditions set forth creating obligations that are enforceable or otherwise recognizable at law; the writing the sets forth such a agreement.

**Contract Administration:** The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

**Contract Award:** Occurs upon execution of the Lancaster County document titled "Contract Documents" by the proper authority.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** Language outlined in the contract documents that delineates the start and end dates of the contract performance period and may also include information regarding any optional renewals.

**Contractor:** An individual or entity having a contract to furnish commodities and/or perform the services on behalf of the Owner.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Revenue:** See Price/Revenue.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the contractor.

**Default:** The omission or failure to perform a contractual duty.

**Department:** A division of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission responsible for the entire procurement process from initiation to contract administration of the Purchase Order or Contract to be executed.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Essential Qualifications and Experience:** Information provided in Section I. of this RFP that describes the minimum qualifications and/or experience necessary to be deemed eligible for consideration in the evaluation process and/or receive a contract award.

**Evaluation:** The process of examining an offer after opening to determine the proposer's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting department that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted revenue and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the Contractor shall perform duties as outlined in the documents of the RFP, proposal and subsequent contract.

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

**Late Proposal:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the Owner with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Must:** See Mandatory/ Must and Shall/Will/Must.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

**Negotiation Committee:** Committee appointed by the requesting agency that advises and assists the Purchasing office in negotiating a final scope and fee based on offers made in response to written solicitations.

**Non-Responsive:** A classification of the Proposer that occurs when the Request for Proposal (RFP) response fails to conform to the substantive requirements of the solicitation and/or does not provide information material to evaluation and/or award eligibility.

**Notice to Proceed:** A written notice sent to the awarded Contractor stating that work may commence on a certain date, following the complete execution of the contract.

**Not-Responsible:** A classification of the Proposer that occurs when the respondent does not demonstrate the necessary qualifications, experience, capabilities, acceptable past performance, reputation and/or yield favorable information from references to meet the required standards necessary to be eligible for a contract award.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the **process** is purchased back.

**Owner:** Lancaster County

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the contract. The County reserves the right to claim the bond in the event the Vendor fails to perform as required.

**Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Price/Revenue:** The revenue for performing duties according to the terms of the proposal and subsequent contract as proposed by the Proposer at time of RFP submission. Revenue may be negotiated following a recommendation of the Selection Committee. Revenue is an evaluation factor and is not evaluated by the Selection Committee with the other qualification factors. Revenue is submitted in a separate envelope and is completed according to the Revenue Proposal Sheet included in the RFP documents.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission under the contract for use by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

**Proposal:** The offer submitted by a proposer in a response to a written solicitation.

**Proposer:** Company submitting a proposal to an RFP issued by the City/County Purchasing Department.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Public Proposal Opening:** The process of unsealing written proposals and closing the RFP in Ebid at the time specified in the written solicitation.

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions by all parties involved. Not to be confused with Extension.

**Request for Proposal (RFP):** A written solicitation for obtaining competitive offers utilizing qualifications and revenues.

**Responsible Proposer:** A Proposer who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Proposer:** A Proposer who has submitted an RFP response which conforms to all requirements of the solicitation document.

**Section -** A single-sided, title page within the proposal response intended create separate sections for the submittals requested in Section IV. Such sections are to be properly identified, labeled within the RFP submission. It also may be referred to as a section divider

**Selection Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Services:** A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics or other items to be provided under a contract.

**Termination:** Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owner, officers, managers, employees, legally disinterested persons, and sub-contractors or agents and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or distributor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product or service.

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Will:** See Shall/Will/Must

**Work Day:** See Business Day.

## I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:

### A. PROJECT OVERVIEW:

Lancaster County hereinafter called Owner is requesting proposals from qualified proposers to submit proposal responses for County Corrections Commissary AND Inmate Phone/Visitation Services.

The Owner intends to select two (2) Contractors (1 Commissary and 1 Phone/Visitation) based on the evaluation criteria outlined herein which will accomplish the objectives of the project while incorporating innovative and revenue producing methods.

The successful contractors will be responsible for remaining on established schedules for all services rendered to meet the proposed schedule for the project deliverable(s).

**IMPORTANT NOTE: The County will only accept proposals from Commissary and Inmate Phone/Visitation companies working together and submitting a proposal as one firm. The purpose of this is to ensure that the Commissary Company's banking system will work in tandem with the phone company. Any company who doesn't provide a Commissary AND Inmate Phone Service proposal WILL be rejected.**

**It does not matter if either the Commissary or Phone/Visitation provider submits the proposals.**

**Following award of both Vendors a contract will be issued by the County to each of the firms. Failure of either company to not meet the requirements of the RFP or the contract documents may mean rejection of both proposals.**

**A Commissary Vendor may choose to provide a proposal with multiple phone companies and a phone company may choose to provide a proposal with multiple commissary companies. All proposals shall be completed and submitted specific to working with the other company.**

### B. PROJECT/BACKGROUND INFORMATION:

Lancaster County is requesting proposals for the Corrections Department for a fully operational, flexible, secure and reliable inmate commissary/banking system and inmate phone/visitation services. The provision of inmate commissary and phone/visitation services and the quality/reliability of service are a high priority. Firms who submit a response to this Request for Proposal (RFP) shall be responsible to submit technical solutions based on their programs that meet or exceed the goals and objectives set-forth herein.

The Lancaster County Adult Detention Facility opened in 2013 and has a rated capacity of 786.

The ground floor of the facility has 12 dormitories with 24 beds each. It also has two special needs units.

The first floor of the facility has 6 pods with 64 beds each. It also has 3 special management units, the booking area, an infirmary, and the public lobby.

#### **COMMISSARY SPECIFIC DETAILS**

There are a total of 23 kiosks located in the housing areas. Some special management units require that the inmates use paper order forms and offer limited hygiene items only.

There are 3 kiosks located in the public lobby (1), intake (1), and the release lobby (1). There is also a cash deposit located in the intake area.

**PHONE/VISITATION SERVICE SPECIFIC DETAILS**

Each dormitory requires two (2) wall-mounted inmate telephones and two (2) wall-mounted video visitation units.

The two (2) special needs units require a total of ten (10) wall-mounted telephones, three (3) rolling cart telephones, five (5) wall-mounted video visitation units, and two (2) mobile video visitation rolling carts.

The first floor of the facility has 6 pods with 64 beds each. It also has 3 special management units, the booking area, an infirmary, and the public lobby.

Pods J, K, L, R, and N each require two (2) pedestals and four (4) pedestal-mounted telephones (2 phones per pedestal) and four (4) wall-mounted video visitation units.

I-Pod requires five two (2) pedestals and four (4) pedestal-mounted telephones (2 phones per pedestal), one (1) wall mounted telephone and five (5) wall-mounted video visitation units.

The three (3) special management units require a combined total of six (6) wall-mounted telephones and nine (9) wall-mounted video visitation units.

The Booking, Transport, and Infirmary Areas require a combined total of five (5) wall-mounted telephones, seven (7) rolling cart telephones, five (5) wall-mounted video visitation units, and one (1) mobile video visitation rolling cart.

The Public Lobby video visitation room requires a total of thirty-four (34) video visitation units for public use and an additional three (3) units for professional visitation rooms.

A visitor registration kiosk is required for walk-in registration.

Visitation monitoring station(s) are required. Currently one (1) is located in the First Floor Sergeant's Office.

**C. RFP DOCUMENTS**

Proposers are to promptly notify the Purchasing Department Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

**D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS**

Important Documents or Available Information:

Current Commissary Contract Documents:  
<https://col.ionwave.net/PublicContractDetail.aspx?ctid=109&wid=1&t=ACTI>

Current Inmate Phone/Visitation Contract Documents:  
<https://col.ionwave.net/PublicContractDetail.aspx?ctid=109&wid=1&t=ACTI>



Commissary Fee Structure Table – Attached to Ebid Bid Attachments  
Commissary Debit Card Max Fees – Attached to Ebid Bid Attachments  
Phone Facility Specs - Attached to Ebid Bid Attachments  
Phone Call Types and Quantities - Attached to Ebid Bid Attachments  
Phone Call Facility Overview - Attached to Ebid Bid Attachments  
Phone Call/Visitation Max Rates - Attached to Ebid Bid Attachments

**E. CONTRACT PERIOD**

The contract for Commissary Services shall be for a period of four (4) years beginning June 4, 2021 with the option for one (1) four (4) year renewal if mutually agreeable between both parties. The contract for Phone Visitation Services shall be for a period of four (4) years beginning August 5, 2021 with the option for one (1) four (4) year renewal if mutually agreeable between both parties. The County reserves the right to extend the original contracts or renewal upon written amendment and agreement by all parties.

**F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:**

The Owner is seeking a contractor with the following minimum qualifications to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed ALL the essential qualifications listed, your company is advised to not proceed with preparing and submitting an RFP response to this solicitation.

Confirmation that your company has read, understands and meets the minimum qualifications is to be included in your Proposal submission – see “EXHIBIT 1”. Complete the form, print and include in the proper areas of the RFP response as requested in the submission instructions outlined in Section IV. Failure to include “EXHIBIT 1” in your proposal submission may result in your company being deemed as “Not Responsible” and disqualified from consideration. Meeting the minimum essential qualifications and experience are required elements to be deemed responsible.

1. Phone/Visitation and Commissary providers must have a minimum of five (5) years of successful experience that the Company submitting has been providing the products/services described herein. This experience must be in a similar or larger size facility, and from the company and not through arrangements with sub-contractors or individuals working at former positions, which is requested and evaluated separately.
2. Proposer has the capability to perform the primary functions of this project and/or service – and

This RFP invites qualified proposers to submit responses for accomplishment of the items of work described in **Section III. PROJECT INFORMATION.**

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owner will rely on the proposer’s competence and experience to work with all Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services and communicating successfully to provide the most effective and efficient products and/or services.

## II. PROCUREMENT PROCEDURE

### A. AFFIRMATIVE ACTION

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all proposers and encourages local, minority, and women's business enterprises to participate in our bidding process.

### B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where revenue is not the sole determinative factor; also, the Owner has the flexibility to negotiate with a select proposer to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owner.

### C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received.

1. The Selection Committee may request documentation from Proposer(s) of any information provided in their proposal response or require the Proposer to clarify or expand qualification statements.
2. The Selection Committee may also require a site visit and/or verbal interview(s) with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

### D. PROPOSAL PROCEDURE

A Proposer must adhere to instructions directly below to create a complete RFP submission.

- 1) Submit **all** documents that comprise the proposal response electronically via the City/County Ebid system and in accordance with the instructions outlined herein in Section IV. Do not include the REVENUE PROPOSAL in the same electronic pdf file as the contents of the written proposal response.

Proposed revenue shall be submitted on the **ATTACHMENT 1 – REVENUE PROPOSAL** in a pdf format, along with any supporting documentation. Such supporting documentation for the REVENUE PROPOSAL needs to be on company letterhead. **This submittal shall be attached in the "Other Attachment" section of Response Attachments** of Ebid titled "REVENUE PROPOSAL".

Both the written proposal response and REVENUE PROPOSAL must be submitted at the same time, as they are part of the award criteria, unless stated otherwise in the instructions.

No hard copies shall be delivered to the Purchasing office. Only documents as an electronic file, presented timely through the Ebid system will be accepted.

- 2) Review submission requirements outlined herein the RFP document and any Addendums.

**The RFP must be submitted in its entirety on or before the date and time established for receiving offers or the system will automatically reject. Proposers are highly encouraged to ensure they allow sufficient time to fully prepare and attach all components of their proposal response and complete the attributes in Ebid.**

Proposal response submitted by a Proposer other than a corporation must include the name and address of each member. A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof. Any person signing a proposal for a company, corporation, or other organization must show evidence of his/her authority to bind such company, corporation, or organization.

**IMPORTANT NOTE:** The County will only accept proposals from Commissary and Inmate Phone companies working together and submitting a proposal by one firm. The purpose of this is to ensure that the Commissary Company's banking system will work in tandem with the phone company. Any company who doesn't provide a Commissary AND Inmate Phone Service proposal WILL be rejected.

**E. PROPOSER'S OFFER AND REPRESENTATION**

The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of purchase orders or other contract documents appropriate to the work.

No offer shall be withdrawn for a period of one hundred and twenty (120) calendar days after the time/date established for receiving proposals, and each proposer agrees in submitting an offer.

Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

**F. INDEPENDENT REVENUE DETERMINATION**

By signing and submitting this RFP, the proposer certifies that the proposal and revenue offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Proposer/Competitor; unless otherwise required by law, the proposal and revenue which have been submitted in this offer have not been knowingly disclosed by the Proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the Proposer to induce any person or proposer to submit, or not to submit, a response for the purpose of restricting competition.

**G. PROJECT TIMELINE**

The tentative project schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	April 2, 2021
Pre-Proposal Meeting	April 6, 2021 @ 2:00pm
Last day to submit questions for clarification	April 12, 2021
<b>Proposal Submittal Deadline</b>	April 19, 2021 12:00 PM CST
Evaluation period	4/20-4/22
Short-list Notification (If applicable)	4/23
Oral Interviews (If applicable)	May 3
Final Selection	5/6
Scope of services, negotiations and fee	5/6-12
Projected Notice to Proceed – Contract Execution	5/18
Beginning of Commissary Services	June 4, 2021
Beginning of Inmate Phone Services	August 4, 2021

**H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:**

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective proposers shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

**Important:** Proposals must be submitted via an electronic Ebid response no later than 12:00 Noon on April 19, 2021 or if extended, then shall be no later than the closing date and time listed in Ebid. Proposers are strongly encouraged to submit timely to allow sufficient time to complete all parts that comprise the RFP submission. **No exceptions to this deadline will be given.** Failure to submit the RFP response via Ebid and/or submit all components as required, that comprise the RFP response, will result in the rejection of the proposal response.

## REGISTRATION

Proposer must be registered on the City/County's Ebid site to respond to this RFP.

1. To register, go to the City of Lincoln website [www.lincoln.ne.gov](http://www.lincoln.ne.gov)
2. Type "bid" in the search box, click on the "Supplier Registration" and follow the instructions to complete the registration.

## RFP – WRITTEN RESPONSE SUBMITTALS

For the written response portion – Each Proposer (One for Phone and One for Commissary) shall attach one (1) proposal to the Response Attachment section of the Ebid response in a PDF file format. The title of each RFP response shall be clearly marked with the RFP number and title. All information deemed proprietary/confidential shall also be submitted electronically in a pdf file format by the same deadline in a **separate attachment** and must be clearly identified as "Proprietary/confidential information" labeled with the same RFP number and title. Proprietary/confidential information not attached separately and/or properly remarked will not be handled according to the guidelines outlined herein this RFP document for such classification of information.

**IMPORTANT NOTE: The County will only accept proposals from Commissary and Inmate Phone companies working together and submitting a proposal as one firm. The purpose of this is to ensure that the Commissary Company's banking system will work in tandem with the phone company. Any company who doesn't provide a Commissary AND Inmate Phone Service proposal WILL be rejected.**

## REVENUE PROPOSAL

Revenue is evaluated independently from all other submittals. Proposers are to review the **ATTACHMENT 1 – REVENUE PROPOSAL** document found in Ebid for specific completion instructions.

Proposers must complete and attach one (1) REVENUE PROPOSAL in the "Other Attachment" section of the Response Attachment of the Ebid response in a PDF file format. Do not attach the Revenue Proposal in the same attachment section as the proposal. It shall represent all revenues that would be paid to the Owner responsive to the RFP requirements. Any necessary and/or requested detailed revenue information shall be noted on a separate sheet written on company letterhead and included with the Revenue Proposal attachment.

## EBID RESPONSE

All components that comprise the RFP response must be electronically submitted in Ebid on or before the closing date and time of this RFP. The response must contain all requested submittals outlined herein and in Section (IV), be properly organized with divider sections inserted and titled to clearly identify the separate sections within the RFP response attachment. Proposer must also complete the Attributes, Line Item and any other requested sections of Ebid as a part of their RFP response.

## **ALTERNATE PROPOSALS**

No Alternate Proposals will be accepted for this project.

## **I. PROTECTION OF PROPRIETARY AND TRADE SECRET INFORMATION**

Data contained in any proposal or bid (hereinafter "Submission") and all documentation provided therein, become the property of Lancaster County. Upon receipt of any Submission by the City of Lincoln and/or Lancaster County, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln and/or Lancaster County to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln and/or Lancaster County may include the entire proposal or response. The City of Lincoln and/or Lancaster County has no duty to protect proprietary or commercial information and/or trade secrets.

If the Proposer/Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507.

Any and all information the Proposer/Bidder wishes the City of Lincoln and/or Lancaster County to withhold from public disclosure must be submitted in a sealed package which:

1. Is separate from the remainder of the Submission;
2. Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the outside of the package;
3. Individually identifies each separate page as confidential;
4. Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage **and** serve no public purpose.

**FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER/PROPOSER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS. NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.**

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln and/or Lancaster County will provide the bidder/proposer with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Proposer/Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Proposers/Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Proposer's/Bidder's revenue proposals may not be marked as proprietary or commercial information/trade secrets and are deemed to be a public record in the State of Nebraska. Failure of the Proposer/Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other proposers/bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:  
Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.  
(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Proposers/Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**J. COPYRIGHT AND POSTING WAIVER**

Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, it shall be implied that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

To facilitate public postings, except for proprietary information, the City of Lincoln/Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City of Lincoln/Lancaster County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, revenues, and expenses of every nature, including investigation revenues and expenses, settlement revenues, and attorney fees and expenses, sustained or asserted against the City of Lincoln/Lancaster County, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

## K. RFP CLARIFICATION AND ADDENDA

### ***Clarification and Question Procedures***

Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of RFP and related bid documents.

Proposers desiring clarification or interpretation of the specification and related RFP documents shall make a written request which must reach the Purchasing office to the attention of the contact name listed on or before the "Last day to submit questions for clarification" shown Section III. G. PROJECT TIMELINE unless otherwise modified through an Addendum.

All inquiries requesting clarification, interpretations and/or deviations regarding the Request for Proposal or other related documents shall be submitted in writing, via email, **during** the clarification period to the contact name listed below at the City/County Purchasing office:

Name: Bob Walla  
Department: City/County Purchasing  
Email: rwalla@lincoln.ne.gov

These inquiries and/or responses shall be distributed to prospective proposers electronically as an addendum via Ebid.

All inquiries regarding the submission of the proposal through Ebid or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Office:

**Bid Line Phone Number: 402-441-8103**

Interpretations, corrections and changes made to the RFP or Ebid documents will be issued electronically via addenda in Ebid. It is the Proposer's responsibility to review all Addendums issued prior to bid response.

Oral interpretations/changes to the RFP and related documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon oral interpretations.

### **Addenda procedure:**

Addenda are instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the Request for Proposal and related documents by addition, deletion, clarification or correction.

No addendum will be issued less than three (3) calendar days prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

Proposers shall acknowledge receipt of addendum in the attribute section of Ebid at the time of response. Failure to do so may result in the proposal being rejected.

## L. PRE-PROPOSAL CONFERENCE (Not Mandatory)

A Pre-Proposal Meeting will be held at the facility on Tuesday April 6, 2021 at 2:00pm. Facility is located at 3801 West O Street, Lincoln, NE. Check in at the main entrance. **Only one person from each company is allowed to attend the meeting and must wear a mask that covers the mouth and nose at all times.** All other safety protocols in the facility must be followed as well.

**M. REVENUE/COMMISSION**

All revenues, and terms and conditions outlined in “**ATTACHMENT 1 – REVENUE PROPOSAL**”, and/or revised during negotiations shall remain fixed and valid commencing at contract execution through the end of the first term or upon termination.

**N. WRITTEN CLARIFICATIONS**

Formal request(s) for written clarification may be made to one or more Proposers during the written evaluation period which are specific to an individual Proposer.

Written clarifications are intended to occur prior to any oral interviews being held and will outline the specific elements of the RFP response. The purpose of obtaining written clarification is to assist the Selection Committee members in determining if the RFP response submitted meets the RFP requirements and if the Proposer will move forward in the evaluation process. If deemed necessary, written clarification requests may also occur after Oral Interviews.

Such requests shall be provided to the Proposer through a written request for clarifications, sent via email, and will detail the specific items of the RFP response requiring clarification.

Failure of a Proposer to submit the written clarification response with all the information requested by the date provided in the written request, may result in the Proposer being deemed non-responsive and exclude the Proposer from receiving further consideration of their RFP response.

**O. ORAL INTERVIEWS**

The Owner may determine after the completion of the Written Evaluation and any necessary written clarifications that oral interviews/presentations and/or demonstrations are required to determine the successful Contractor.

In the event interviews are conducted, all proposers may not be granted an opportunity to interview/present and/or give demonstrations; the Owner reserves the right, in its discretion, to select only the top scoring proposers to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owner will contact those short-listed proposers to schedule interviews.
2. Interviews will include a formal presentation and a question and answer session based upon subject matter provided by the Owner in advance of the interview.

The presentation process will allow the proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposer's key personnel, identified in their proposal, may be requested to participate in the structured interview to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the proposer, but the owner reserves the right to refuse or not consider the offered materials. Proposers shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

Note: The Owner reserves the right to conduct Interviews in-person or through other methods such as, but not limited to, video presentation, telephone, zoom meetings, etc.

Once the oral interviews/presentations and/or demonstrations have been completed the Owner reserves the right to make an award without any further discussion with the proposers regarding the proposals received.

Any revenue incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the proposer and will not be compensated by the Owner.

The Owner will contact the awarded contractor, by email, after all the interviews have been completed and the Owner has had sufficient time and information to discuss and rank the proposers.

**P. AWARD AND NEGOTIATIONS**

The resulting contract from this RFP will be awarded to the Proposer who has been deemed responsible, responsive to the requirements outlined herein, in most cases, has received the highest-ranking scores, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owner.

Such determination that identified the highest ranked proposer offering shall be based on the selection committee's resulting scores from the evaluation criteria set forth in **Section IV.** and, proposers' performance in any oral interviews conducted.

The Owner reserves the right to make an award based on the "written evaluation" without holding oral interviews. Whereby, the scores from the "written evaluation" shall be the final ranking of the best qualified proposer.

The Owner reserves the right to seek additional information from Proposers through various methods such as, but not limited to, multiple rounds of Oral Interviews, demonstrations, written clarification, information, and research at various stages of the process for the Selection Committee to make a final decision. All awards will be made in a manner deemed in the best interest of the Owners.

The successful Proposer shall receive information from the Owner and/or meet with Owner's Representative(s) to negotiate an initial detailed work plan, finalize the scope of services and the Revenue Proposal.

If the Owner is unable to arrive at an agreement with the top ranked proposer, the Owner retains the sole right to move on to negotiations with the second (then third, etc.) ranked proposer. Contract to be executed will be based on a Revenue Proposal/Fee Schedule with a "not to exceed total" for total expenditures agreed upon in negotiations.

**Q. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

Proposer shall respond to the Attribute in Ebid regarding Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

**R. ETHICS IN GOVERNMENT CONTRACTING**

The Owner reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the procurement process.
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state or federal entity.
4. Submitting a proposal on behalf of another party or entity.
5. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or revenues, create an unfair competitive advantage, subvert the RFP or prejudice the Owner.

**S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

Proposer must include any deviations from the RFP and the proposed replacement language on company letterhead and attach to the section as required in the Submittal portion outlined herein the RFP. Failure to include deviations will be interpreted to infer that Proposer agrees to all terms as outlined in the Specifications and RFP documents with no deviations.



The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner.

Deviations that are not acceptable to the Owner and are not negotiable by the Proposer may result in the Proposer being deemed "Non-responsive" and rejection of the RFP response.

**T. ANTI-LOYBBYING PROVISION**

During the period between the advertised date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner Staff except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Department

**U. SITE VISITATION**

Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project is in a designated non-public area, Proposers are not allowed to visit the sites except for a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Department.

**V. REFERENCE CHECKS**

By submitting a proposal in response to this RFP, the proposer grants to the Owner the right to perform reference and/or credit checks to verify characteristics, such as but not limited to experience, skills, reputation, judgement and/or the capacity to perform the contractual obligations resulting from this RFP. The Owner shall use the submittals requested in Section IV. of this RFP (Summary of Proposer's Experience) as references. Further, the Owner reserves the right to request additional information related to experience and financial documents if deemed necessary to ascertain the Proposer's ability to meet the requirements outlined herein and in other related RFP documents.

Unsatisfactory information obtained from any references and/or credit checks performed may be grounds to reject a proposal, withdraw an Intent to Award or rescind the award of a contract. A proposer may not use work performed for their own company as a reference to substantiate performance.

**W. AWARD NOTIFICATION**

The successful Contractor will receive a notification, via email, advising the details of their award along with preliminary instructions. All non-successful proposers, who received correspondence on this RFP, will receive email correspondence notifying they did not receive an award.

**X. DEBRIEFING**

The Owner does not provide verbal or written debriefing sessions regarding any part of the RFP solicitation process.

**Y. ENTIRE AGREEMENT**

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written that are not incorporated as a part of the Contract. See "Sample Contract" in the Attachment section of Ebid.

### III.A. PROJECT INFORMATION – COMMISSARY SERVICES

Proposers are to review this section, prepare and submit a "Technical Proposal" outlining detailed responses to items listed below. Submittals within **Section 2 of the Proposal Response** shall correspond with this information.

**The County will only accept proposals from Commissary and Inmate Phone companies working together and submitting a proposal by one firm. The purpose of this is to ensure that the Commissary Company's banking system will work in tandem with the phone company. Any company who doesn't provide a Commissary AND Inmate Phone Service proposal WILL be rejected.**

**SUBMIT THE INFORMATION BELOW FOR COMMISSARY SERVICES IN SECTION 3 IN THE ORDER AS THE CATEGORY'S ARE LISTED BELOW. USE THE SPECIFIC TITLES IN YOUR RESPONSE IN ORDER FOR EVALUATORS TO FOLLOW ALONG IN AN ORDERLY MANNER.**

#### A. TECHNICAL CATEGORY A – COMMISSARY SERVICES

##### 1. SCOPE OF WORK

The Vendor shall provide services including labor, material, and goods necessary to provide commissary services for inmates of the Lancaster County Adult Detention Facility located at 3801 West O Street, Lincoln, Nebraska 68528. The average daily population for fiscal year 2019 was 629 and for fiscal year 2020 was 590. The number of inmates will vary. Gross commissary sales were \$345,905 for fiscal year 2019 and \$338,745 for fiscal year 2020. Gross vending sales were \$236,110 for fiscal year 2019 and \$241,314 for fiscal year 2020. Items such as food, candy, dried coffee, and hygiene items will be sold on a weekly basis through inmate ordered commissary and on a continual basis through vending machines in the pod and dormitory areas. Vendor must supply a "Direct Debit" inmate vending program. Tobacco products will not be sold, as the Facility is a non-smoking facility.

The Vendor will supply sufficient personnel to deliver commissary orders to each housing area weekly and to ensure the vending machines are kept stocked (currently a full-time staff member is on site Monday – Friday).

Commissary personnel will be required to obtain a signature on each order when delivered.

All items for the weekly delivery will be brought in during the week of delivery. Each inmate's order will be pre-bagged at the vendor's warehouse and distributed by Vendor staff.

The Vendor will provide delivery of approved commissary products to the Adult Detention Facility premises in accordance to an approved weekly schedule. Currently it takes approximately 2 days to deliver commissary to all housing areas.

The delivery schedule may be modified as the population increases or as negotiated by the Vendor and the County.

The products delivered must be limited to the approved product inventory list as revised from time to time in accordance with contract provisions.

The Vendor shall provide credits for commissary products not delivered due to inmate releases, transfers, or errors and must explain in detail how such credits are applied to the individual inmate accounts and the timing of such credits.

Vendor must be able to restrict commissary orders as to items and amount based on location and by inmate based on facility-imposed or dietary restrictions as deemed necessary for the effective, safe, and secure operation of the Adult Detention Facility and management of inmates. Maximum dollar limitations per order will be established by the County.

The County reserves the right to designate the number of commissary selection days allocated for participation by the inmates. The County will notify the Contractor thirty (30) days in advance prior to instituting a change in the number or selection of days and/or times of the week.

The Vendor will provide a weekly invoice for commissary products ordered and delivered and for commissary products purchased via vending. The report will include the commissions earned and a separate billing for special packages/indigent commissary orders. The Corrections Director or designee has final authority in all matters relating to commissary services within the Facility. The Vendor shall provide the County a commission on sales.

In addition to commissary items, the Vendor shall provide a full inmate fund accounting system. The system will require:

The ability for funds to be placed on an inmate's account via a secure website, phone, walk-in cash locations, and detention facility kiosks.

The ability for inmates to view their account and place orders with their funds via housing unit kiosks, booking kiosks, and paper order forms when necessary.

**The ability for inmates to utilize their inmate account to place phone calls. Interface with the phone system vendor is required and the deductions will be "direct debit". The County will not sell phone cards for this purpose.**

The ability to issue debit cards to inmates upon release.

## **Installation**

Turnkey Installation - The Vendor shall be responsible for all costs associated with the inmate commissary system, including but not limited to purchase of equipment, installation, service, maintenance, data network, and day-to-day operations. The County shall have no responsibility for any costs associated with the system, system integration or interfacing, or the installation of the system. This includes any additional equipment installed while the contract is in effect.

The Vendor is responsible for determining all wiring and software requirements and expenses associated with the conversion of service from the current inmate commissary system provider to the successful new service provider. The Vendor shall coordinate all details of transitioning services from the current service provider.

Chosen vendor staff will be required to be fingerprinted and successfully complete a background check.

## **Service and Support**

Wherever "maintenance" is specified in this section, it shall mean "all vendor-provided software, hardware, and interfaces" and shall include equipment repair and/or replacement in addition to software support, software updates, and/or software upgrades.

The Vendor shall be responsible and available for maintenance and support on a twenty-four (24) hour, seven (7) day per week basis. Maintenance and support shall also include availability to Corrections personnel for day-to-day operational and accounting issues as well as availability and expertise to Corrections Department accounting personnel for problem resolution related to daily, weekly, and/or monthly balancing issues and month-end/year-end reporting issues. Such availability and the guaranteed maximum amount of time for resolution once a request for assistance is made must be specifically identified in the RFP response.

The Vendor will describe, in detail, their company's service and maintenance program including remote access, diagnostics, downloading, and troubleshooting. Vendor should be capable of using a secure remote access.

All cost/charges for maintenance, support, and repair of all software and vendor-provided equipment will be borne by the Vendor and will not be deducted from any commissions.

All shipping and handling charges associated with equipment being returned, serviced, or replaced will be the responsibility of the vendor.

During the term of any contract awarded as a result of the RFP, the Vendor agrees to provide maintenance to diagnose problems, determine proper solutions and:

Implement any required solutions, changes, modifications, updates or other services which are necessary to allow the software, vendor-provided hardware, interfaces with County-owned equipment and any other vendor-provided commissary equipment to perform in accordance with the specifications as set forth in the RFP.

Upgrade the vendor-provided software and/or hardware as required. All software and/or hardware upgrades, fixes, or patches must be full QA'd prior to implementation, and the appropriate/designated County staff members must be notified in a timely manner prior to such implementation.

Provide 24x7 support via a toll-free phone number over which we speak with a person.

Vendor shall provide the number of support facilities and their location.

Systems backups will be performed in a timely manner, and the vendor will ensure the appropriate/designated County staff members are properly notified of any issues or downtimes when any type of maintenance is performed.

The Vendor must own, install, and support all vendor-provided software, servers, and kiosks utilized in the facility.

The vendor must provide County personnel with Administrative Remote Access for the accounting/banking software.

The Vendor shall provide effective on-site training to the County as may be required or requested by the County up to 10 hours. This will include, but not be limited to, necessary training for Detention and Accounting personnel on Vendor's software and hardware if applicable. The Vendor will be responsible for inputting all commissary orders and, if requested, will supply all commissary order forms. The training will be a "hands on" training for the staff to ensure a complete understanding of the software being introduced to the County.

The County shall not be responsible for damage to vendor-provided equipment that may occur as a result of an inmate's use or vandalism of the equipment. The County will make all reasonable efforts to prevent such acts.

## **Security**

This project requires access to multiple areas within the Adult Detention Facility and access to confidential County information. As such, the successful respondent and associate personnel must pass a background check prior to the start of work and prior to access to the facility is allowed. The background checks will be completed by Lancaster County and may include, but is not limited to, a reference check, criminal history check and active warrant check.

Vendor staff and their private vehicles, clothing, packages, mail, lockers, etc., when located on ADF grounds are subject to search, consistent with policies and procedures and/or applicable laws.

All on-site Vendor staff shall dress appropriately and display proper ADF-issued identification at all times.

Any Vendor employee in violation of Corrections Department policies, procedures, and/or security regulations may be denied access to the facility. Should access be denied, the successful respondent shall remove the employee immediately and replace the employee with a suitable substitute, as approved by the County, at no additional revenue.

### **Commissary Pricing and Accountability**

Vendors must submit a complete list of available commissary items including the cost of each item. A copy of the current pricing for all commissary items shall be on file with the County. Vendor must maintain the commissary pricing submitted for the first year of the contract.

The County must be notified, in writing, of any proposed increases or decreases in the rates charged and MUST approve in writing any such change in any cost prior to any cost adjustment. Increases in commissary pricing will only be considered to coincide with contract anniversary dates starting on day one of the second year of the contract. The County reserves the right to reduce increases or deny increases that, in the County's view, are excessive or exorbitant. Cost increases shall never exceed the Midwest Region CPI for food away from home from the most current report.

The County is sensitive to pricing practices that could be construed to be unfair pricing or price fixing.

Implementation of any change in commissary pricing (increase or decrease) which has not been approved in advance by the County in writing shall be grounds for termination of the contract.

The County must give prior approval of each item sold on commissary. Approval/denial of item(s) will be based upon safety/security concerns, building maintenance, medical concerns, etc.

Implementation of any change in commissary items offered which has not been approved in advance by the County in writing shall be grounds for termination of the contract.

Vendor is responsible for paying sales tax.

The commission/revenue offered to the County shall be based on total gross sales revenues, with no deductions for fraud, bad debt, or uncollectible accounts. No deduction shall be made for any cost of providing the service described.

Non-commissioned items will include stamped envelopes, postage stamps, indigent kits, admission kits, and on-site/special commissary items sold by the Institution.

The Vendor shall be paid MONTHLY based on an invoice accompanied by an inmate commissary commission and summary report which shall include, at a minimum, the following information:

Date of Report

Reporting Period

Total Gross Revenue (with regular commissary and vending shown separately)

The amount of taxes paid by Vendor.

Commission Amount (Total sales less tax and non-commissioned sales).

Summary report shall be submitted to County no later than the 10<sup>th</sup> of each month for the previous month sales.

Failure to accurately document gross sales and commissions on a regular, monthly basis shall be grounds for cancellation, without penalty, of any agreement executed as a result of this RFP.

The County reserves the right to audit sales and commissions on an annual basis. In the event that any error to the detriment of the County is found (whether an unauthorized deduction or other type of error) the vendor shall be responsible for immediate payment of that amount.

## **B. TECHNICAL CATEGORY B - COMMISSARY SERVICES**

### **Vending Services**

The Vendor must supply a "Direct Debit" inmate vending program. This service must:

Include sufficient vending machines as follows:

Supply vending machines to service inmates in twelve (12) dormitories, each housing a maximum of 24 inmates. Vendor will also supply one (1) microwave for each of the twelve (12) dorms.

Supply vending machines in the six (6) general population housing units. Each unit houses up to 64 inmates so multiple units will be required.

Include necessary labor to keep the vending machines stocked with product.

All vendor-provided vending shall be tamperproof kiosks suitable for use in a jail. All machines will be mounted firmly to the wall in a secure manner and approved by the County's designee.

Allow for the direct use funds from the inmate's trust account to cover vending purchases.

Allow charges to be posted in real-time to the vendor's accounting system.

Have the following Inmate Identification Options Available:

Primary will be QR Code scans from the inmate ID bracelet.

Back-up method, if supplied, will be Manual entry with the following requirements:

Protect transactions via a PIN #.

Allow inmates to change their own PIN #.

Display BOTH the inmate's account balance AND spending balance PRIOR to and AFTER a transaction.

Have the ability to impose a spending limit on vending sales over a specified timeframe.

Have the ability to restrict use of the service, per inmate.

Have the ability to restrict, per inmate, what items can be purchased from the vending machines.

Have the ability to restrict an inmate's use to the machine(s) designated to his/her housing unit.

Display inmate's previous purchase history.

Allow an inmate to lock his/her account from vending purchases being applied.

Have the ability to remotely disable vending on all machines.

Generate reports, both summary and detail, on vending sales, per a user-specified date/time range. Detailed reports include the inmate name, inmate ID, amount of purchase and the date and time of each transaction. Reports can be run on each individual machine.

## **C. TECHNICAL CATEGORY C – COMMISSARY SERVICES**

### **Equipment/Software – Inmate Kiosks**

All commissary equipment provided shall be new and completely operational at cutover. The vendor will further ensure that all equipment continues to be operational through the duration of the contract period.

Inmate kiosks will be capable of providing the following information to the inmate: Current account balance (balance available or balance owed), account history (including all past transactions), commissary order entry (must be bilingual), capability to manage and post the inmate handbook, inmate schedule, inmate menus, inmate worker job duties, library book check-out, etc. and have the ability for the Corrections Department to post other information. These capabilities are to be presented on the kiosk in a page format – not a rolling/scrolling manner. Sample screen shots should be included, and any other kiosk capabilities should be clearly identified and explained.

The inmate kiosks will be capable of allowing inmates the ability to submit requests to staff via a "kite". This communication between staff and inmates will be able to be initiated by both parties.

All vendor-provided inmate kiosks shall be tamperproof kiosks suitable for use in a jail. All vendor-provided inmate kiosks will be mounted firmly to the wall in a secure manner and approved by the County's designee.

The Vendor will address other software capabilities to include scheduling of medical appointments, haircuts, kites, and any other functionality including the system's ability to deliver messages to inmates through the kiosks.

The Vendor must own, install, and support its own software and any servers, kiosks and any other hardware provided. None of these factors can be performed, supported, or owned by a third party.

Technical support must be provided, at no additional charge, by the Vendor's dedicated technical staff, 24 hours per day, and 365 days per year via a toll-free phone line.

Installation, training, and technical support must be provided by the Vendor's dedicated technical staff and may not be provided by a third party.

The Vendor-owned commissary software must be directly linked to the Vendor's host billing system so that purchases and credits posted in the commissary software will automatically generate the Vendor invoices and credits.

Any revenues for required interfaces or integration with a 3<sup>rd</sup> party's software must be paid by the Vendor.

Each vendor must describe their previous experience in successfully integrating with Jail Management systems including details on the process and the level of integration. Each vendor will provide a list of Jail Management systems with which their system is capable of integrating.

Vendor software must be able to interface with the designated inmate telephone vendor's software to enable phone time charges to be deducted from the inmates' accounts. Respondents must agree to interface with the designated inmate telephone vendor's system.

Each vendor will describe the evolution and provide a timeline in its software development.

Proper backups will be performed on the system in a timely manner.

The audit trail must not be alterable by any person.

Upgrades must be included free-of-charge as part of the vendor-provided maintenance.

There should be a web-based, remote access feature included with the system.

There must be no cost to the County to integrate with the current Inmate Management System. Data transfers must transfer to and from the Inmate Management System at any frequency requested by County. Transfers back and forth must be accomplished via FTP (not SFTP).

Training must be provided to Corrections Department IT employees to provide first line of support for system. Vendors shall describe how training will be provided to Corrections Department staff.

Vendors shall detail the client configuration for Commissary kiosks.

Vendors shall detail the documentation as to how transactions are reflected in the system, describe how adjustments and/or corrections are entered into the system, and the related audit trail.

## **Direct Deposit Services**

Vendors must provide technology, free of charge to the County, which allows family members and friends to deposit funds into an inmate's account by these four methods at a minimum. (Any other methods available should be described as well).

- Secure Website (credit/debit card, electronic check)
- Toll-free number/call center available 24 hours per day (credit/debit card, electronic check)
- Lobby kiosk (cash or credit/debit card) in main facility
- Walk-in locations (cash or credit/debit card)



All deposit methods must be linked with the vendor's software so that the deposits are transferred on a real-time basis electronically to the inmate's account.

Vendors must provide the designated Corrections Department employees with a password and username to securely access the online interface. This access must allow such designated employees to perform the following functions:

- Download monthly reports
- Investigate and supervise payments

Vendor must guarantee all payments, eliminating the County from liability for fraudulent or cancelled payments.

There must be an ability to provide law enforcement access to the funds held in the cash kiosks for investigative purposes in compliance with any court order.

Vendors must provide primary, bilingual customer support for these services.

The system must be available 24 hours per day, 7 days per week, and 365 days per year.

Each vendor must include a complete list of all fees associated with deposit services. In addition, the County requires that the vendor provides a mechanism for the cash payment of work release fees, bond payments, bond fees, and booking fees at no charge which needs to be described in detail. Fees shall be submitted on the document provided as part of the Cost Proposal. Vendors shall reference the Max. fees allowed in Commissary Attachment 1 and 2.

The vendors must describe in detail how the BOND Module functions. This functionality should include how bond payments are processed, how money is added to the BOND account, etc. Any limits on the amounts of money that can be deposited at one time must be described.

The County expects that the system can accommodate a deposit of less than \$10,000 dollars (in compliance with the Federal Bank Secrecy Act).

Vendors shall detail how cash for BOND payments is accepted.

Vendor will be responsible for providing armored car service for kiosk cash pickups, at no cost to the County.

## **Accounting Software**

Vendors shall provide a detailed description of the capabilities and features of their specific accounting software.

Such software will be provided at no charge and will be used as the primary inmate fund accounting system.

The vendor will ensure that the latest software version is utilized, and that upgrades, and modifications are provided at no charge.

The software must be able to maintain a permanent record of activity for each individual inmate, including a full accounts receivable capability for recoverable.

The software must be able to provide various reports on gross sales, total sales by item, location, and by individual inmate.

The accounting system must be accessible on-site and allow remote access.

The accounting system and associated commissary ordering system should meet or exceed the following requirements:

The accounting system must be a dual entry general ledger accounting system that is based upon and adheres to Generally Accepted Accounting Principles (GAAP).

The accounting system should have the ability to generate a "positive pay" file for all checks written.

The accounting system must allow us to determine the fiscal period.

The accounting system must provide a mechanism for any bank-related overages or shortages to be recorded.

The accounting system must allow journal entries to be made in the general ledger by accounting staff.

The accounting system must have the ability to apply payments to various recoverables at percentages defined by the Corrections Department and/or debt priorities as determined by the Corrections Department.

The accounting system must allow transactions (charges, payments, and corrections) to be posted on inactive inmate accounts and should allow payments to be accepted and posted to inactive inmate accounts via all payment mechanisms (secure website, phone, mail, walk-in cash location, lobby kiosks).

The accounting system must allow the creation of separate accounts for all inmate transactions including accounts that are not related specifically to commissary, such as work release fees, booking fees, restitution, etc. The system must allow fees to be charged and credited for these items.

It is preferable that the accounting system have the capability to charge certain types of fees automatically and/or to allow staff members to upload certain types of fees to various inmate accounts in lieu of charging each inmate account individually.

The accounting system should include a safeguard to ensure all debt is collected prior to issuing any form of payment to an inmate upon release.

The accounting system must allow inmates to either receive a debit card, or check as a back-up method, upon release.

At the time of release, the debit card (or check) amount should be automatically determined by the system based upon the actual inmate account balance including any commissary or phone credits and net of any outstanding debt.

Respondents should also describe in detail how a commissary order that is undeliverable due to the inmate's release is addressed.

The system should automatically collect any outstanding debt prior to releasing a check or debit card to the inmate.

The ability to override automatic debt collection must be provided.

Commissary orders must be deducted from the inmate accounts and commissary credits must be posted to the inmate accounts in real-time.

The accounting system must have the ability to merge inmate accounts, to include the transaction and debt history, in the event that an inmate has two accounts.

The accounting system must allow for an inmate account to be frozen when necessary.

Vendors must describe how inmate information can be manually added/updated in the event of an inmate release if the Inmate Management system connectivity is interrupted.

Receipts must print automatically for each inmate account transaction including deposits upon arrival, withdrawals when released, etc. A customized system-generated statement must also print automatically for inmates being released with outstanding debt.

Describe how money is collected from an incoming inmate, keeping in mind that Corrections personnel should have minimal contact with currency. Include as much detail as possible relative to the types of payment accepted at each kiosk and indicate any fees charged to the inmate for non-cash forms of payment if applicable.

See Commissary Attachment 1 and 2 regarding the maximum fee amounts allowed by the County.

An inmate commissary account must be established or reactivated upon booking into the facility and populated with the refreshed information available through the Inmate Management system.

The system must have an audit history reflecting the user, date, and time for each transaction posted to the inmate accounts including any account changes/updates.

The system must limit inmate commissary purchases based upon the balance available in the inmate's account, dietary restrictions, classification, current jail policies, and/or housing assignment.

The system must have the ability for the Corrections Department to prioritize the application of incoming funds on inmate accounts relative to individual types of debt balances and commissary funds available for commissary-related purchases, phone time, and restitution.

The vendors must describe and illustrate how inmate account activity is displayed to the inmate and how it is displayed to jail personnel (if different).

The system must be able to provide inmate history upon termination of the contract.

#### **D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION**

1. **PROJECT PLANNING AND MANAGEMENT – COMMISSARY SERVICES**  
Provide a complete project schedule for transition from the current provider to the commissary services agreed to in an awarded contract.

**END OF TECHNICAL RESPONSE INFORMATION FOR COMMISSARY VENDORS.**

### III.B. PROJECT INFORMATION – INMATE PHONE/VISITATION SERVICES

Proposers are to review this section, prepare and submit a "Technical Proposal" outlining detailed responses to items listed below. Submittals within **Section 2 of the Proposal Response** shall correspond with this information.

**The County will only accept proposals from Commissary and Inmate Phone companies working together and submitting a proposal by one firm. The purpose of this is to ensure that the Commissary service will work in tandem with the phone company. Any company who doesn't provide a Commissary AND Inmate Phone Service proposal WILL be rejected.**

**SUBMIT THE INFORMATION BELOW FOR PHONE/VISITATION SERVICES IN YOUR RESPONSE IN THE ORDER AS THE CATEGORY'S ARE LISTED BELOW. USE THE SPECIFIC TITLES IN YOUR RESPONSE IN ORDER FOR EVALUATORS TO FOLLOW ALONG IN AN ORDERLY MANNER.**

#### TECHNICAL CATEGORY A – PHONE/VISITATION SERVICES

##### Scope of Services

The Lancaster County Department of Corrections is requesting proposals for a fully operational, flexible, secure and reliable inmate telephone and visitation system. The provision of inmate telephone and visitation services and the quality/reliability of service are a high priority. Firms shall be responsible to submit technical solutions based on their programs that meet or exceed the goals and objectives set-forth herein.

##### Installation Requirements

Turnkey Installation - The Vendor shall be responsible for all expenses associated with the inmate telephone and video visitation systems, including but not limited to purchase of equipment, installation, cabling and conduit, service, maintenance, voice network and transmission, data network, and day-to-day operations. The County shall have no responsibility for any expenses associated with the system, system integration or interfacing, or the installation of the system. This includes any additional equipment installed while the contract is in effect.

The Vendor is responsible for determining all wiring and software requirements and revenues associated with the conversion of service from the current inmate commissary system provider to the successful new service provider. The Vendor shall coordinate all details of transitioning services from the current service provider.

Chosen vendor staff will be required to be fingerprinted and successfully complete a background check.

##### Security

This project requires access to multiple areas within the Adult Detention Facility and access to confidential County information. As such, the successful respondent and associate personnel must pass a background check prior to the start of work and prior to access to the facility being allowed. The background checks will be completed by Lancaster County and may include, but is not limited to, a reference check, criminal history check and active warrant check.

Vendor staff and their private vehicles, clothing, packages, mail, lockers, etc., when located on ADF grounds are subject to search, consistent with policies and procedures and/or applicable laws.

All on-site Vendor staff shall dress appropriately and display proper ADF-issued identification at all times.

Any Vendor employee in violation of Corrections Department policies, procedures, and/or security regulations may be denied access to the facility. Should access be denied, the successful respondent shall remove the employee immediately and replace the employee with a suitable substitute, as approved by the County, at no additional cost.

### **Service and Support Requirements**

Wherever "maintenance" is specified in this section, it shall mean "all vendor-provided software, hardware, and interfaces" and shall include equipment repair and/or replacement in addition to software support, software updates, and/or software upgrades.

Successful Contractor shall be responsible for maintenance support on a twenty-four (24) hour, seven (7) day per week basis.

Successful contract will provide a full time service and site Administrator. An office area is located at the ADF for this person.

County will screen and approve the selected Administrator.

The County will not be a "beta site" for unproven technology. For all technology proposed, your references must include at least two sites where this technology has been in service as an integrated part of the proposed inmate telephone system, inmate visitation system, and tablet system for at least 6 months.

The Vendor will describe, in detail, their company's service and maintenance program. Include secure remote programming, diagnostics, downloading and trouble-shooting.

The Vendor shall describe how the phones are polled, how often, and what information is gathered during remote diagnostics.

All expenses for maintenance, support, and repair of all software and vendor-provided equipment will be borne by the Vendor and will not be deducted from any commissions.

All shipping and handling costs associated with equipment being returned, serviced, or replaced will be the responsibility of the vendor.

During the term of any contract awarded as a result of the RFP, the Vendor agrees to provide maintenance to diagnose problems, determine proper solutions and:

Implement any required solutions, changes, modifications, updates or other services which are necessary to allow the software, vendor-provided hardware, interfaces with County-owned equipment and any other vendor-provided telephone and visitation equipment to perform in accordance with the specifications as set forth in the RFP.

Upgrade the vendor-provided software and/or hardware as required. All software and/or hardware upgrades, fixes, or patches must be full QA'd prior to implementation, and the appropriate/designated County staff members must be notified in a timely manner prior to such implementation.

Provide 24x7 support via a toll-free phone number over which we speak with a person.  
Discuss the number of support facilities and their location.

Successful Vendor shall respond to a telephone request for maintenance immediately after the initial notification.

Systems backups will be performed in a timely manner, and the vendor will ensure the appropriate/designated County staff members are properly notified of any issues or downtimes when any type of maintenance is performed.

Telephone support shall be available to accept calls from inmate call recipients and visitors (friends/family) regarding customer service, billing, and prepaid account setup and funding twenty-four (24) hours-a-day, seven (7) days-a-week. Vendor should describe the location of their customer service call center(s).

The Vendor is responsible for all shipping and handling costs for equipment requiring repair, equipment servicing, or replacement.

The Vendor must own, install, and support all vendor-provided software, servers, tablets, and kiosks utilized in the facility.

The Vendor shall provide effective on-site training to the County as may be required or requested by the County. This will include, but not be limited to, necessary training for County personnel and law enforcement agencies on Vendor's software and hardware if applicable. The training will be a "hands on" training for the staff to ensure a complete understanding of the software being introduced to the County.

The County shall not be responsible for damage to vendor-provided equipment that may occur as a result of an inmate's or member of the public's use or vandalism of the equipment. The County will make all reasonable efforts to prevent such acts.

## **B. TECHNICAL CATEGORY B – PHONE/VISITATION SERVICES**

### **Video Visitation and Visitation Scheduling/Management**

**Visitation Management:** The Vendor must offer a visitation registration and scheduling module that is fully integrated with the phone system and ADF's Inmate Management System. The scheduling module must allow friends, family, and attorneys to register for and schedule contact and non-contact visits online, with options to use a dedicated scheduling terminal in the lobby or an offsite computer with internet access.

The Visitation Management System (VMS) must be flexible to accommodate complex visitation rules and policies that vary based on multiple criteria, such as visitor type, visitation hours, housing restrictions, specific inmate or visitor restrictions, and other policies and rules.

To reduce the burden of data entry on staff, the VMS must utilize an Open Standards architecture to enable integration with other jail systems, including the Inmate Management System, with configuring the integrations to be paid for by the Vendor.

The Inmate Management System interface must be used to automatically update the inmate information in the Video Visitation System (VVS), including their name, location within the facility, and their current visitation privilege status.

The visitor must be presented with, and accept, Facility visitation rules as a required component of the registration process and the scheduling process for each visit.

Both the inmate and visitor(s) must be informed that all visits are recorded and may be monitored.

The VMS must allow authorized Facility staff to deny or suspend previously approved visitors. The system shall require the staff to enter notes as to the reason for the denial or suspension of visits.

The County must have the option of approving visitors who have registered prior to allowing them to schedule a visit.

The registration process must allow for professional visitors to request unrecorded visits subject to review and approval by the County.

The scheduling system must allow visitors to schedule a visit only on the dates and times available based on the visitation rules and availability of the inmate and visitation station. A mandatory component of this feature is the ability to prevent "keep separate" inmates (inmates who are not allowed to come into contact with one another) from being scheduled for visits simultaneously in the same area.

The VMS must allow authorized ADF staff to schedule visits, modify existing visits, and/or set-up visits (ad-hoc). The system shall require the staff to enter notes as to the reason for the modification of visits.

Upon the scheduling of a visit, or subsequent modification or cancellation of a visit, the visitation management system must send a voicemail to the inmate with the notification of the visit, including the name of the visitor and the time of the visit.

Authorized ADF users must have the ability to view all scheduled visitations at any time and have the ability to cancel a visit before it occurs.

Authorized ADF users must have the ability to suspend visitors so that they are not allowed to visit any inmate.

The System must automatically cancel a visit if the inmate is released or moved to a location where visitation is not possible or when the scheduled visit conflicts with a previously scheduled visit in his/her new location.

If a scheduled visitation is canceled, the system must automatically email the visitor with the reason for cancellation and an opportunity to reschedule, if possible.

The public must be able to register and schedule visits on the web from any internet-connected device; such as smart phone, tablet, laptop, and desktop computers.

The VMS must be accessible to authorized staff through a single sign-on to the System, and it must be accessible remotely from any internet-connected device.

The VMS must have an alerts function and provide alerts by email or SMS message. The alerts must be available for when a particular visitor / inmate has scheduled a visit and when a particular visitor or inmate visit is scheduled to start.

The VMS must have reports available for all visitor accounts, the visitation schedule, visitations that were terminated prior to the scheduled completion, visitation records, and visitation statistics.

**Video Visitation System (VVS):** The County has an existing VVS providing for both onsite and remote visits and wishes to continue using this kind of technology. The Vendor shall provide an overview of this technology that includes a description of equipment; visitor registration and scheduling; monitoring and recording capability; video recording storage; and the administrative/control interface.

The VVS must be a completely TCP/IP based system, with a dedicated network paid for by the Vendor. The VVS kiosks must be able to integrate with other jail systems to allow for a multi-functional inmate kiosk. Establishing the integrations will be paid for by the Vendor. Expected functionality of the inmate kiosk as a result of the integrations is provided below:

The commissary interface must be capable of allowing inmates to log in to their accounts from the inmates' VVS kiosks to order commissary and check the status of current orders.

The inmates' VVS kiosks must be able to interface with a system that enables two-way secure emails, including approved pictures.

The inmates' VVS kiosks must be able to interface with a law library system. The Provider must provide a law library service if county either does not have a subscription with a law library vendor, or if the county wishes to switch to a different vendor.

The Vendor should note if this is an additional cost when submitting their bid.

The vendor must establish interfaces to systems that enable inmates to access inmate banking accounts as well as inmate phone accounts, including the ability to check balances and see account usage from the inmates' VVS kiosks.

The vendor must establish and provide an interface to allow for digitally scanned postal mail be delivered to the inmate via the VVS kiosks.

#### **Video Visitation Sessions:**

The VVS must enable on-site visits, as well as "remote visits", whereby the visitor is visiting off-site from the convenience of their home or office.

The VVS must be able to charge for these remote visits, with reports available to track the charges and remote visits.

See PHONE ATTACHMENTS 1 - 4 for information regarding the phone/visitation services including maximum rates.

All video visitations must be able to connect without requiring assistance from staff. Inmates must log in to a kiosk/tablet to enable the visitation to start.

The VVS must automatically reconnect a visit that was disconnected prior to the scheduled end time and was not manually disconnected by an authorized staff member.

Authorized staff must be able to extend the visitation before or during the visitation.

The visit must be allowed to start on any inmate and visitor kiosk/tablet, so long as the inmate logs in with their PIN and the visitor logs in with their account.

Authorized staff must be allowed to communicate via chat to both parties of an active video visitation session. Such chat messages must be made a permanent part of the recorded VVS session and be able to identify the staff member that submitted the chat message.

#### **Video Visitation Live Monitoring**

The VVS must allow for authorized staff to live monitor video visitations.

At least 16 visits must be permitted to be viewed on the monitoring screen, with the capability to lock on a particular visit.

Visits with visitors who have been approved for unrecorded visits must be shown as in progress but not able to be viewed on the monitoring screen.

Authorized staff must have the ability to send messages to the inmate and visitor during the live visit.



The VVS must have the option of requiring verification of only certain visitors.

Authorized staff must have the capability to deny the visit if the visitor does not satisfy the requirements for verification. The VVS must require the staff to write a note as to why the visitor was denied.

### **Video Visitation Recording**

The VVS must automatically record all visits, except for those visits with visitors who have been approved for unrecorded visits.

The recordings will be available in MP4 format.

The storage of video visitation recordings shall be redundant storage. Please explain.

Recordings shall be available to authorized staff online from any internet-connected device.

The VVS shall have a report showing all users who have accessed and/or downloaded the recordings, with the date and time recorded.

Recordings shall be picture-in-picture, with a timestamp of the visitation directly in the recording.

### **Video Visitation Secure Access**

The VVS must be accessible from a single sign-on, with the ability to sign in remotely. Access to the VVS must be role-based, with the capability of giving some staff more access than others.

## **c. TECHNICAL CATEGORY C - PHONE/VISITATION SERVICES**

### **Equipment/Software**

All telephone equipment, video visitation equipment, and tablets provided shall be new and completely operational at cutover. The vendor will further ensure that all equipment continues to be operational through the duration of the contract period.

All equipment must comply with Part 68 FCC Rules and meet or exceed all applicable codes and standards for installation and service.

All vendor-provided inmate telephones shall be corrections grade, tamperproof, with steel encased housings and shockproof keypads. All wall-mounted units will be mounted firmly to the wall in a secure manner and approved by the County's designee.

All handsets shall be of heavy-duty construction with no removable parts and shall be hearing aid compatible.

All handset cords shall be armored with a stainless steel lanyard.

Telephone handset cord lengths will be kept at length(s) approved by the County.

Cords used for plugging mobile rolling telephones and video visitation units into wall jacks will come out of the bottom of the rolling cart and be of approved length(s).

All phone instruments shall be waterproof, fireproof, and feature DTMF dialing.

All vendor-provided inmate and public video visitation kiosks must have the following features:

Corrections grade, high-impact armored housing.

The ability to have dual handsets for the visitor units.

High definition IP cameras that are adjustable for height.

IP-Addressable.

Wall-mounted with no ability to have roaming cameras. Mounting must be approved by the County.

Cords used for plugging mobile rolling inmate video visitation units into wall jacks will come out of the bottom of the rolling cart and be of approved length(s).

Handset cord lengths will be kept at length(s) approved by the County.

All vendor-provided inmate tablets and charging stations must have the following features:

Tablets shall be security grade with durable casing.

Vendor will provide security measures to prevent inmates from network breach.

Charging carts and/or wall mounted charging stations must be corrections grade.

All wall-mounted units will be mounted firmly to the wall in a secure manner and approved by the County's designee.

Vendor installed wireless network shall not conflict with any existing network utilized by the County and be able to run all of the tablets at the same time.

County staff shall have the ability to turn on/off the wireless network for each zone.

The Vendor must own, install, and support its own software, servers, and any other hardware provided. None of these factors can be performed, supported, or owned by a third party.

Technical support must be provided, at no additional charge, by the Vendor's dedicated technical staff, 24 hours per day, and 365 days per year via a toll-free phone line.

Installation, training, and technical support must be provided by the Vendor's dedicated technical staff and may not be provided by a third party.

Vendor software must be able to interface with the designated inmate commissary vendor's software to enable phone time charges to be deducted from the inmates' accounts. Respondents must agree to interface with the designated inmate commissary vendor's system.

"Direct Debit" is required, as pre-paid phone cards will not be used.

Vendor must describe their previous experience in successfully integrating with Jail Management systems including details on the process and the level of integration. Each vendor will provide a list of Jail Management systems with which their system is capable of integrating.

There must be no cost to the County to integrate with the current Inmate Management System. Data transfers must transfer to and from the Inmate Management System at any frequency requested by County. Transfers back and forth must be accomplished via FTP (not SFTP).

Training must be provided to Corrections Department IT employees.

Any cost for required interfaces or integration with a 3<sup>rd</sup> party's software must be paid by the Vendor.

Vendor will describe the evolution and provide a timeline in its software development.

Proper backups will be performed on the system in a timely manner.

Upgrades must be included free-of-charge as part of the vendor-provided maintenance.

There should be a web-based, remote access feature included with the system.

### **Inmate Telephone System Technical Requirements and Specifications**

The System shall use "State-of-the-Art" technology and web-based equipment with multilevel password security access. The architecture shall be expandable to allow future growth.

Inmate Phone System shall process all inmate calls on an outgoing, station-to-station basis. No incoming calls shall be permitted.

All phones shall limit one call per connection.

All inmate calls shall be processed by an automated operator and shall not allow access to a live operator at any time.

After the dialing sequence, the inmate shall be put "**ON HOLD**". The inmate shall **NOT** be permitted to monitor call progress and shall **NOT** be allowed to communicate with the called party, until the call is positively accepted.

The System shall be capable of informing the called party the amount that will be billed for the call prior to acceptance of the call.

The System shall brand all inmate calls with a pre-recorded message announcing if the call is collect, the name of the facility, the pre-recorded name of the inmate initiating the call, and that the call is being recorded. The System shall have, at a minimum, multi-lingual capabilities for English and Spanish.

The System shall deny access to 800, 888, 877, 411, 555-1212, 900, 911, 950+1, 976 or 10-10xxx numbers.

Allow the blocking of specific telephone number such as victims, witnesses, judges, and county staff.

The System shall provide the ability to detect three-way calls and other fraudulent dialing patterns. Facility personnel should be provided with the ability to flag and/or terminate the call.

The system must offer the option of continuous voice biometric technology. This feature must be an integrated part of the call processing system. The ability to detect and send alerts for calls in real time during which the inmate's voice changed after passing initial verification is preferred

The System shall be capable of allowing free local calls to certain numbers (such as Public Defender, Crime Stoppers, etc.) and from certain areas of the ADF (e.g. all calls from the Booking Area will be free calls).

The System shall include the ability to control call duration on the basis of time limits and time of day restrictions, based upon County requirements.

The Vendor shall include call transcription and translation at no cost to the County. This feature must be an integrated part of the call processing system. Vendor must describe its transcription/translation solution.

The Vendor must provide the capability to assign and use 6 digit "PIN" management with the inmate telephone System. Integration with the facility's Inmate Management System (IMS) is required to automate the PIN assignment process.

The selected Vendor is expected to cover any integration expenses.

Inmates need to have the ability to change their PIN when necessary.

The System shall allow the creation of a "class of service" for groups of inmates to simplify the assignment of inmate calling privileges. Class of service should be customizable by number of calls allowed in a particular time period (days, weeks, months, etc.) during a defined time period, including free calls and other special free call types (such as attorney calls).

The System shall provide an integrated capability to monitor, record, store, and retrieve inmate phone conversations on a real time basis and retrieve conversations. Recordings must be stored online for the entire contract period plus any extensions.

The Call Monitoring feature shall allow users to add a listener to the conversation in real time by entering a telephone number into the interface where the call will be forwarded remotely.

It is desired that all calls in progress are viewable on a map with the ability to view call detail associated with those calls on the same screen.

It is required that the Recording feature allow authorized users to export recordings to CDs or DVDs; move selected files to different discs to perform multiple burns; and receive notification of any download errors with the option to retry burning of the files without re-entering the query.

The System shall also provide the ability to share call recordings with specific users or forward recordings and data to specific email addresses.

It is mandatory that the System shall maintain all inmate call recordings for the life of the phone contract, no exceptions.

The system must be able to provide inmate history upon termination of the contract.

The System shall allow attorneys to register for non-recorded or privileged status to ensure calls made to these phone numbers are never recorded. Privileges must receive prior approval by the County prior to going into effect.

The system must allow for the current listing of all attorneys' phone numbers registered in Nebraska to be entered into the System by the Vendor at the beginning of the contract, once approved by the County.

The System shall provide the ability to place alerts on individual inmates and called numbers that indicate the inmate or phone number is currently involved in a conversation. Types of alerts shall include, at a minimum, alerts to a land line, cell phone, pager, SMS text, and email. Indicate whether the monitoring party can break into to a live conversation and talk to both parties on an alerted call.

It is desired that the System provide email alerts whenever a Debit or Prepaid account is funded that is associated with an inmate or telephone number of interest.

The System must provide correct and accurate call detail and management reports for all calls placed from the inmate phones. Reports shall include as a minimum, origination number, destination number, type of call (local, intralata, interlata/intrastate, IntraCell, or interstate), number of minutes of call, reason for disconnecting and total call charges. Reports must be available onsite to authorized County personnel, with no intervention from the Vendor necessary. Ability for authorized users to run specified reports periodically on a pre-defined schedule is preferred.

The System must provide accurate summary revenue reports on site from any System workstation. Reports must include all call types (collect, prepaid collect and debit/debit card) and must reflect the total revenue for each call type, subtotaled by tariff type (local, Intralata, Interlata, IntraCell, Interstate, and International, etc.).

The System shall be capable of producing detailed and summary reports which reveal inmate telephone activity, such as telephone numbers called by more than one inmate.

Call Detail Records – Call records and recordings shall be stored online throughout the life of the contract. Alternate proposals of archive storage are not acceptable. Bidder must specify in their proposal where the call records and recordings will be stored, and where backups of either will reside.

The System must also be able to provide inmate history upon termination of the contract.

The System shall allow authorized users to attach notes to call detail records that can be queried for investigative purposes.

The System shall provide an investigative analysis feature that allows authorized users to view and analyze call data to establish links between multiple inmates and called parties that also offers a graphical representation of such links.

Inmate Messaging System -The County is interested in a system which allows inmates to send and/or receive short-duration messages (voice mail) to and from called parties. All messages are to be recorded and stored for investigative purposes within the call processing system. The called party or inmate may be charged a reasonable fee for each message.

The system shall offer unlimited secure, remote access capability from any PC or laptop with high speed internet connectivity. This remote access shall (at a minimum) enable authorized users to view call records, generate reports, monitor live conversations, and search/retrieve/play recorded calls. Remote access activity shall not impair system functionality or performance in any way.

**Integration with the facility's Commissary System is required to automate the debit calling option. The selected Vendor is expected to cover any integration expense required by the Commissary Vendor.**

The Inmate Telephone System will interface with the County's commissary and/or banking software to process real-time Debit calling time purchases.

This interface must allow inmates to place Debit calls using funds in their inmate trust account, without the need to establish a separate Debit calling account.

Sufficient funds to place a phone call must be verified and placed on hold before each call is connected, and then transferred from the trust account to the inmate telephone system in real time, immediately upon completion of each call, and in the exact amount of the call.

Rounding or transferring funds in whole-dollar increments will not be permitted, except in the event that the actual revenue of a completed call is a whole dollar amount.

In no case will funds be transferred before the conclusion of the phone call, and there must never be a need to issue a refund from the inmate telephone system to the inmate trust account for unused funds.

## **Tablets**

The County is mandating that each inmate will be issued a tablet for his/her use while in custody.

The Vendor shall supply security grade tablets that are WiFi-enabled, at no charge to the County.

The tablets must be secure in regard to inmates hacking into the system, accessing the internet, etc.

ADF staff must be able to limit time on the tablets.

The Vendor must supply a minimum of two (2) cellphone detectors for placement at facility exits to ensure tablets are not removed when an inmate is released.

The Vendor shall provide for a parallel wireless network for the use of any number of tablets simultaneously at no expense to the County. This network shall not conflict with any existing wireless network utilized by the County and must be able to run all tablets at once.

The tablet program must be fully integrated with the Inmate Telephone/VVS, and Commissary Vendor's system.

Inmates and public users will have only one account to pay for all inmate communication services.

ADF staff will use a single login to access one interface for administering all services (phones, video visitation, and tablets).

Inmates will be able to utilize their funds to order commissary on the tablet.

The Vendor shall provide each Housing Unit enough charging carts or other in-housing wall mounted charging solutions for safe and secure charging of all the tablets, at no charge to the County.

The Vendor shall install the secure equipment required to run/charge the tablets at no charge to the County.

The Vendor shall provide security measures which prevent inmates from network breach.

The Vendor shall provide wireless service at no charge to the County.

At a minimum, the tablets shall provide the following:

Facility information (inmate handbook, jail documents, forms, etc.).

Interface with law library for legal research.

Educational material: Please provide a complete curriculum listing. The tablets system must also allow the County to upload existing GED curriculum currently utilized by the County.

Inmate Recreation (books, games, music, videos, etc.).

Inmate Request Forms (kites) and grievances.

Interface with commissary for ordering.

Email/text messaging between inmates and public users (e.g. their friends and family who are not in custody).

Digitally scanned postal mail.

Per minute-based video chat feature.

Initiate inmate telephone calls.

The Vendor should present additional services available on the tablets.

Vendor shall be fully responsible for all costs associated with maintenance, licenses, repairs, and replacement of all tablets as needed. The County shall not be liable for any damage or costs incurred for any reason throughout the term of the contract. All tablets damaged or unusable must be replaced by Vendor within 3 calendar days.

When submitting the Vendor's Revenue Proposal, explain pricing for services available on the tablets (what is free, what requires payment, etc.) and the revenue sharing opportunity offered to the County.

### **Additional Technology**

The County is interested in the additional features and technology that each Vendor has to offer.

Technologies that are indicated as required must be included in the base proposal at no cost to the County.

Optional technologies proposed may be included in the bid at no cost or offered at an additional price, which may be funded from commission revenue.

### **Optional Service Interest**

The County is interested in a Digital Mail Scanning solution (including letters and photos) that would eliminate inmate postal mail being delivered to the Jail. Vendors with a solution shall describe the following:

The process by which the mail is handled, reviewed, and delivered to the inmate.

Include how non-inmate mail is separated.

Include how publications (books, magazines, etc.) are processed.  
The process of saving the mail and period of time it is saved.

The process used to provide the inmate his/her mail and photos at time of release.

Any cost to the County.

### **Call Rating and Commission Accountability**

A copy of current phone rates shall be on file with the County. The County must be notified, in writing, of any proposed increases or decreases in the rates charged. The County **MUST** pre-approve increases/decreases in rate(s) prior to any change taking effect.

The County is sensitive to pricing practices that could be construed to be unfair or price-fixing.

Any changes (increase or decrease) without the prior approval of the County, in writing, shall be grounds for termination of the contract.

See PHONE ATTACHMENTS 1 - 4 for information regarding the phone/visitation services including maximum rates.

The Vendor is responsible for paying all sales tax, debit sales tax, and Federal taxes (e.g. Universal Service Fund).

Non-commissioned items will include free calls specified by the County; such as calls to Public Defenders, Attorneys, Crime Stoppers, County Court, the Ombudsman-Office of Special Counsel, the Rape Crisis Hotline, etc.

The commission offered to the County shall be based on total gross revenues, with no deductions for fraud, bad debt, or uncollectible accounts. No deduction shall be made for any revenue of providing the service described.

Commissions shall be paid on all call types: Collect, Direct Billed, Prepaid Collect, Advance Pay, Debit and Debit Card, local, Intralata, Interlata/Intrastate, IntraCell, and Interstate, including Caribbean, Canadian, and International, etc. Commissions shall be paid Monthly and shall be accompanied by a mandatory inmate telephone commission and summary report which shall include, at a minimum, the following information:

- Date of Report
- Time Period Covered
- Total Number of Calls
- Total Number of Minutes
- Total Gross Revenue (Total sales, less taxes and non-commissioned calls)

Commissions to be paid for other services offered by the Vendor through the Visitation System and Tablets shall be paid Monthly and shall be accompanied by a mandatory report summary which shall include, at a minimum, the following:

- Date of Report
- Time Period Covered
- Type of Service Provided
- Amount of Service Provided (as appropriately measured according to the service – such as minutes, number of items, etc.)
- Total Gross Revenue by Service

Failure to pay accurate commissions on a predesignated day each month shall be grounds for cancellation, without penalty, of any agreement executed as a result of the RFP.

Proposer must provide an alternative billing option to called parties who are categorized as unbillable by virtue of their selection of an alternative local carrier for service. System proposed MUST permit the first call attempt to complete and must provide the called party with immediate access to live customer service representatives for account setup. Such access must be accomplished by pressing a single key on the called party's telephone keypad. Although the called party may be provided a toll-free number to call for information or account set-up, this MUST NOT be the only alternative. Called party account set up must include various payment options such as: credit card, electronic check, Western Union, etc.

The County will not allow alternative calling types outside the traditional options of Collect, Prepaid, and Debit calling, such as single-call payment by credit/debit card, or text message billing for a single call via wireless carrier. Deployment of these calling types without prior written permission from the County will be grounds for contract termination.



Proposer must support the ability to have multiple rate schedules at the facility. For example, State inmates may be housed from time to time and may require the application of unique rate schedules for these inmates only – without impacting rates charged to other inmates.

The County will accept multiple rate/commission proposals for consideration.

The County must have immediate access to rated call records on a real-time or near real-time basis. Once a call has ended, the rated call detail record should be available for reporting using the web-based inmate phone system. Remote report generation by the Contractor is not an acceptable alternative; intervention by the Contractor must not be necessary for authorized facility personnel to access rated call detail records.

The County reserves the right to audit commissions on an annual basis. In the event that any error to the detriment of the County is found (whether an unauthorized deduction or other type of error) the vendor shall be responsible for immediate payment of that amount.

#### **D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION**

##### **PROJECT PLANNING AND MANAGEMENT – INMATE PHONE/VISITATION SERVICES**

Provide a complete project schedule for transition from the current provider to the services agreed to in an awarded contract.

**END OF TECHNICAL RESPONSE INFORMATION FOR PHONE/VISITATION VENDORS.**

## IV. EVALUATION AND SUBMITTAL INFORMATION

### A. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas. Available points are indicated next to each category respectively except Oral Interviews :
  - a. Experience, Proposed Staff Management Approach and Subcontractors; (150 points)
  - b. Technical Proposal (525 points);
  - c. Project Schedule (50 points);
  - d. Quality, Organization and Completeness of Proposal Response (25 points);
  - e. Revenue Proposal (250 points); and
  - f. Oral Interviews (conducted only if necessary – points are not provided at this time)
2. The selection criteria for the “written evaluation” is listed directly above in a. through e. and shall be the basis for an award or the determination for the proposers to be short-listed for an Oral interview and/or demonstration or basis for award on the written evaluation.
3. If interviews are conducted, the scores from the “written evaluation” and “oral interviews” shall be added together for a cumulative total and final ranking of the best qualified proposer.
4. If interviews are not conducted, the scores from the “written evaluation” shall be the final ranking of the best qualified proposer.

### B. PROPOSAL SUBMISSION AND FORMAT:

#### **IMPORTANT INSTRUCTIONS:**

Proposers shall rely on the instructions outlined below, other related sections and any relevant Addendums regarding required contents and organization of the RFP response. Read all instructions carefully before assembling the components that comprise the RFP response.

Proposer shall submit their proposal via the **Ebid** system as a PDF File. (Also note the instructions outlined in Section II. Proposer Submission Information and Instructions contained in this document). Information within the RFP response shall be presented in a in a quality manner that is clear and concise. **Proposal responses that do not contain each of the categories and items as listed below may be deemed to be non-responsive.**

Contents shall be placed in separate sections, properly organized in order by category as listed with each individual section having a section divider page, clearly labeled as indicated for each section. **Proposal contents shall not exceed a total of (100) single-sided pages distributed between Sections 1, 2 and 3 of the response. (EXCEEDING THE PAGE COUNT SHALL RESULT IN THE REJECTION OF THE PROPOSAL)** The total proposal content pages allowed excludes the front cover, section divider pages, information listed under 1. a. through e. below and only specific submittals requested under the Appendix section. Minimum 10pt Arial or Calibri font style and size, 8 ½ x 11 paper, single-spaced. **Failure to adhere to these instructions may result in rejection of the Proposer’s response.**

Proposers attempting to submit portions of the response containing Proprietary Information and/or Trade Secrets must strictly comply with the instructions as outlined under Protection of Proprietary Information and Trade Secrets. Also see Section II. Proposer Submission Information and Instructions for specifics on inclusion of this information and how to properly submit and label. **Any documents qualifying for this type of categorization shall also be subject to the number of pages allowed for proposal contents.**

The information being requested in each of the respective categories listed below (1 through 6) shall be used as the primary basis in the determination of the Proposer's ranking in the "Written Evaluation"

1. Include the following documents within the Proposal Response - **(No Section Divider - Place these documents between the Front Cover and Section 1 of the Proposal)**.
  - a. EXHIBIT 1;
  - b. Letter of Interest;
  - c. Table of Contents (TOC);
  - d. A summary of the following information about your company:
    - i. Company name, address and telephone number;
    - ii. Years established and former names of your company;
    - iii. Types of services your company is particularly qualified to perform;
    - iv. Average number of staff employed; and
  - e. All deviations, modifications, additional or other changes, including but not limited to, the RFP document, Insurance Requirements, Ebid attachments (i.e. sample Contract Agreement) and Addendums, shall be declared on company letterhead with reference to the affected document(s) and section(s). Any such deviations, modifications placed elsewhere and not described in this section shall be null and void. Further, deviations may result in the Proposer's submission being deemed as non-responsive. The review process for approval of any type of deviation shall occur prior to the evaluation process.
  - f. List and number all agreements separately here that you feel may be applicable – i.e. Support and Maintenance Agreement, End-user License Agreement, Warranty Agreement, etc.

2. **EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS – (Section 1 of the Proposal Response)** – This section shall consist of the following information about each sub-category listed.

**a. Summary of Proposer's Experience:**

The proposer shall provide an organized summary listing FIVE (5) CURRENT projects similar to this RFP in size, scope, and complexity. The five (5) project descriptions submitted by the proposer shall be used for evaluation purposes and also for any necessary reference checks. The Owner reserves the right to request additional information and/or clarification to assist in making assessments in either capacity.

The proposer shall address each of the following:

- i. Provide detailed narrative descriptions to highlight the similarities between the proposer's past and current performance/experience and this RFP. These descriptions should include:
  - a) The time period of the project;
  - b) The scheduled and actual completion dates;
  - c) The proposer's responsibilities;
  - d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and
  - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
  - f) Current projects and estimated revenues of each.
  - g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed.

**b. Summary of Proposer's Proposed Staff Management Approach and Subcontractors**

- i. The proposer shall present a detailed description of its proposed approach to the management of the project.
- ii. Subcontractors:  
If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:
  - a) name, address and email address of the Subcontractor(s);
  - b) list of specific tasks that will be performed by each Subcontractor(s)
  - c) percentage of performance hours intended for each Subcontract; and
  - d) total percentage of Subcontractor(s) performance hours.
- iii. The proposer shall provide information to substantiate that they have sufficient professional staff to meet proposed schedule. Proposer shall identify the specific professionals who will work on the Owner's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner's project should be identified in full, with a description of the team leadership, interface and support functions and reporting relationships. The primary work assigned to each person should also be identified.
- iv. The Proposer shall provide resumes for all key personnel proposed to work on the project. The Owner will consider the resumes as a key indicator of the Proposer's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.
- vv. Resumes should not be longer than one (1) single-sided page. Resumes should include, at a minimum, individual's name, experience and length of service with the company, academic background and degrees, and professional certifications. Provide the qualifications of these individuals, including a summary of their experience with related work and their available capacity to perform this work.  
  
Any changes in proposed personnel shall only be implemented after written approval from the Owner.
- vi. Respective resumes for all key personnel to be used may be placed in the **Appendix – (Section 4 of the Proposal Response)** Resumes are not part of the total page count as listed in Section B.

**3. TECHNICAL PROPOSAL – (Section 2 of Proposal Response)**

*The technical proposal section submission shall include each of the items listed below – See information regarding these categories in Section III.*

**COMMISSARY SERVICES ONLY**

- a. Technical Category A - Commissary
- b. Technical Category B – Commissary
- c. Technical Category C - Commissary

**PHONE/VISITATION SERVICES ONLY**

- a. Technical Category A – Phone/Visit
- b. Technical Category B – Phone/Visit
- c. Technical Category C – Phone/Visit

4. **PROJECT SCHEDULE - COMMISSARY OR PHONE/VISITATION**

**(Section 3 of Proposal Response)**

- a. Proposer must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services. Specific information regarding transition from the current provider is required.

5. **APPENDIX – (Section 4 of Proposal Response)**

*(Information provided in this section shall be included as part of the references for determining award. Poor financial reports or multiple litigation cases involving the current or former company name may result in the rejection of the proposal by the County)*

- a. Resumes to be submitted for qualifications of proposed key staff.
- b. List of all pending litigation cases involving current company or previous company name for all services being proposed.
- c. List of all litigation cases over the last five (5) years for services being proposed, and result of each of those cases
- d. Provide a financial statement for each of the last two years.
- e. Screen Shots of Kiosk Order Sheets, Order Reports, Phone Call Reports, or any other screen shots which show detail in the areas of ease of use and reporting for both the inmates and Correction Staff (**NOTE: Maximum of 25 pages for screen shots in this section. These pages are not included in the 100 page count. Do not include screen shots for products or services that are not included in the proposal submitted**)

6. **Attachment 1 – Revenue Proposal**

**IMPORTANT** – Proposers **MUST** complete the **Attachment 1 – Revenue Proposal** form found in the Attachment section of Ebid. Complete the Revenue Proposal in its entirety using the layout shown and in conformance with all aspects as outlined within the form. Proposers may attach additional documentation as required on company letterhead and place ALL Revenue Proposal components in PDF file separate from the written proposal in the “Other Attachments” section of the Response Attachments. The revenue proposal shall not be marked as Proprietary.

1. **PRICING SUMMARY**

The Revenue Proposal shall present a total fixed revenue associated with all of the requirements of the RFP. The proposer must include details in the Owner's Revenue Proposal template supporting any and all revenues. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and unit revenues.

The Owner reserves the right to review all aspects of revenue for reasonableness and to request clarification of any proposal where the revenue component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

**FAILURE TO COMPLETE AND SUBMIT A REVENUE PROPOSAL SHEET AS ATTACHED IN THE RFP MAY RESULT IN REJECTION OF PROPOSAL.**

2. The “Revenue Proposal” is only one (1) factor in the selection criteria and evaluation process (including Oral Interviews).

## V. ADDITIONAL RESPONSIBILITIES AND REQUIREMENTS

Important: The successful Contractor shall also be subject to each of the following additional requirements and responsibilities.

### A. INSURANCE REQUIREMENTS:

Prior to the execution of the contract resulting from this RFP, the successful Proposer will be required to provide proof of insurance that is compliant with the "INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS" See the **INSURANCE CLAUSE** attached herein.

**Important:** If a firm has any deviations to the above-mentioned Insurance Clause, such deviations must be declared within the RFP response and through the format outlined in Section (IV)(B)(1)(d). Further, if a firm is seeking self-insurance, it shall be stated through the same procedure. During the review process, the Owner may require submission of financial information for analysis of self-insurance eligibility. The firm shall be responsive to a request for financial documents, which are sufficient in content, to perform an analysis on the firm's ability to provide self-insurance coverage for the resulting contract. Either type of request submitted is subject to review and approval by the City's Law department.

**Proposers are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time to expedite the contract execution process.**

### B. PERFORMANCE BOND

A performance bond in the amount of \$5,000.00 will be required with the contract documents from EACH awarded Contractor at time of contract execution. Such bond will be claimed by the Owner in the event the Contractor defaults on the contract obligations and the Owner must locate similar services with a different contractor/source to restore the same or similar services.

### C. BID BOND

No Bid Bond will be required for this project.

### D. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

### E. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to [www.uscis.gov/everify](http://www.uscis.gov/everify). **E-VERIFY.**

### F. COOPERATION WITH CONTRACTORS

Contractor may be required to work with or proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any

other Contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**G. PERMITS, REGULATIONS, LAWS**

The Contractor must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The Contractor shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The Contractor guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.

**H. MATERIALS AND WORKMANSHIP**

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or Contractor fault.

**I. INDUSTRY STANDARDS**

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

**J. DATA PRIVACY**

Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

The Proposer agrees to hold the Owner harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Agreement" will be included, which will be part of the contract and incorporated by this reference.

**K. SITE RULES AND REGULATIONS (IF APPLICABLE)**

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on Owner's premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the Owner, they must make arrangements with the Owner to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the Owner on the basis of lack of access, unless the Owner fails to provide access as agreed to in writing between the Owner and the Contractor.

## VI. CONTRACT DOCUMENTS AND RESPONSIBILITIES

**IMPORTANT NOTICE:** Proposers interested in providing products and/or services for the Owner shall review the terms and conditions of the resulting "CONTRACT DOCUMENTS" and all additional documents mentioned herein prior to responding to this RFP. By submitting a proposal response to this RFP, Contractors, and all Sub-Contractors, agree to meet the substantive requirements of these documents. Many, but not all, relevant documents are listed below under the C. SUMMARY OF DOCUMENTS REQUIREMENTS and can be viewed as indicated for each respective item.

### A. CONTRACT DOCUMENTS

The Contract Documents comprise the Contract and consist of all items contained in the Ebid and documents submitted by the firm during the RFP process. Proposers shall disclose any and all disputes with the City's standard Contract. Disputes with the terms of the standard Contract, or requests for amendments to the standard Contract may be a basis for disqualifying proposals.

### B. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

### C. SUMMARY OF DOCUMENTS

Below is a summary of requirements and/or documents that shall be applicable to the resulting Agreement resulting from this RFP:

1. Provisions set forth in "CONTRACT DOCUMENTS" and all contents mentioned within the executed Agreement. - See *Sample Contract found in the attachment section of Ebid.*
2. Any additional requirements and/or responsibilities listed in any section of this RFP that do not conflict with any provisions set forth in "CONTRACT DOCUMENTS" Agreement;
3. Insurance Requirements - See *Insurance Requirements attached herein this RFP;*
4. Additional documents, Terms and Conditions – See *the Attachment section of Ebid;*
5. Any requirements, provisions and/or relevant information contained in Addendum(s) issued;
6. \*Deviations submitted by the Proposer to any requirements that are deemed to be mutually agreeable between all parties and confirmed in writing;
7. Any Contract Amendments executed after an original agreement and subsequent renewals and/or extensions; and
8. All terms that survive the initial and subsequent contract periods.

\*All deviations to any provisions included in the RFP and related documents MUST be submitted at the time of the RFP submission and in accordance with the instructions in Section (IV)(B)(1)(e). Failure to include with the submission and/or follow instructions as indicated will result in the deviations not being considered and/or deeming the Proposer as non-responsive.

### D. CONTRACT AGREEMENT

The "CONTRACT DOCUMENTS" will be the Agreement that results from this RFP solicitation. This Agreement will encompass, but not be limited to, the items listed in the SUMMARY OF CONTRACT DOCUMENTS.

Proposers are to review the sample CONTRACT DOUCMENTS Agreement in the Attachment section of Ebid. This document is intended to be the final Agreement that will be executed between parties.

### E. TERMINATION

This Contract may be terminated by the following:

1. Termination for Convenience. Either party may terminate this Contract upon 30 days written notice to the other party for any reason without penalty.
2. Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:



- a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
- b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
- c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor 10 days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

**F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

In the event funding is not available to continue with services as written, the Owner(s) reserve the right to cancel the contract for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders besides the amount due for services rendered prior to notice of cancellation.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting Contract, the Owner(s) shall immediately notify the Contractor and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting Contract.

**G. IMPLIED REQUIREMENTS**

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

**H. CONTRACT MODIFICATION**

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

**I. ASSIGNMENT, SALE OR MERGER**

The contract established resulting from this RFP process shall not be transferred to/or assigned without prior written consent of the Owner and must be handled through the Owner's document approval process.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the Owner in executing amendments to the contract to all for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform the obligations of the contract.

**J. LIQUIDATED DAMAGES**

No liquidated damages are associated with this project.

**K. LAWS**

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**L. SEVERABILITY**

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected, and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

**M. LIVING WAGE**

NA

**N. INDEPENDENT CONTRACTOR**

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

**O. STAFF QUALIFICATIONS**

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

**P. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under the contract resulting from this RFP shall be owned by the using department. The Contractor may not release any materials without the written approval of the using department.

## **VII. PAYMENT AND INVOICING**

### **A. PROHIBITION AGAINST ADVANCE PAYMENT**

Owner will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

### **B. TERMS OF PAYMENT**

There are no fees to be paid by the County for services. Revenue payments shall be paid according to the terms outlined in the final contract with each company. A minimum number of four (4) payments shall be deposited into a County account via ACH.

### **C. TAXES AND TAX-EXEMPT CERTIFICATE**

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/20/2020

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. St. Louis MO office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Keefe Commissary Network, LLC 10880 Linpage Place St Louis MO 63132 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Liberty Mutual Fire Ins Co		23035
	<b>INSURER B:</b> LM Insurance Corporation		33600
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

**COVERAGES**      **CERTIFICATE NUMBER:** 570085007574      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	EB2651291759060 SIR applies per policy terms & conditions	12/01/2020	12/01/2021	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$10,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	AS2-651-291759-070	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE	
						AGGREGATE	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC5651291759040	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Lancaster County is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies.

### CERTIFICATE HOLDER

### CANCELLATION

Lancaster County 555 South 10th St. Lincoln NE 68808 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier :

Certificate No : 570085007574





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/13/2021

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

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Keefe Commissary Network, LLC 10880 Linpage Place St Louis MO 63132 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> National Union Fire Ins Co of Pittsburgh 19445	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 570087319717      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

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

<b>CERTIFICATE HOLDER</b>  Lancaster County 555 South 10th Street Lincoln NE 68508 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Central, Inc.</i>
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Holder Identifier :

Certificate No : 570087319717





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Keefe Commissary Network, LLC	
POLICY NUMBER See Certificate Number: 570087319717			
CARRIER See Certificate Number: 570087319717	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	Cyber Liability			015678750 Claims Made SIR applies per policy terms & conditions	07/15/2020	07/15/2021	Cyber Limits	\$1,000,000
							SIR	\$150,000



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
05/14/2021

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

<b>PRODUCER</b> Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #: 570000069604	
<b>INSURED</b> TKC Holdings Inc 1260 Andes Boulevard St Louis MO 63132 USA	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC #	
	INSURER A: Endurance American Specialty Ins Co.      41718	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES      CERTIFICATE NUMBER: 570087324497      REVISION NUMBER:


LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/>	PROPERTY	ARL30001084002	05/15/2021	05/15/2022	BUILDING		
		CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	
		BASIC				BUILDING	BUSINESS INCOME	
		BROAD				CONTENTS	<input checked="" type="checkbox"/> EXTRA EXPENSE	\$5,000,000
		SPECIAL					RENTAL VALUE	
		EARTHQUAKE				BLANKET BUILDING		
		WIND				BLANKET PERS PROP		
		FLOOD				BLANKET BLDG & PP		
	<input checked="" type="checkbox"/>	ALL RISK-Subject to Exclusions					<input checked="" type="checkbox"/> Loss Limit	\$100,000,000
	INLAND MARINE	TYPE OF POLICY						
	CAUSES OF LOSS	POLICY NUMBER						
	NAMED PERILS							
	CRIME							
	TYPE OF POLICY							
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN							

CERTIFICATE NUMBER: 570087324497

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Lancaster County 555 South 10th Street Lincoln NE 68508 USA	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: 570000069604

LOC #:

## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED TKC Holdings Inc	
POLICY NUMBER See Certificate Number: 570087324497		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570087324497	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 24    FORM TITLE: Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES**      If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	PROPERTY	ARL30001084002	05/15/2021	05/15/2022	Loss Limit Ded	\$250,000





AGENCY CUSTOMER ID: 570000069604  
 LOC #:

## ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

<small>AGENCY</small> Aon Risk Services Central, Inc.		<small>NAMED INSURED</small> TKC Holdings Inc	
<small>POLICY NUMBER</small> See Certificate Number: 570087324497		<small>EFFECTIVE DATE:</small>	
<small>CARRIER</small> See Certificate Number: 570087324497	<small>NAIC CODE</small>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 24    FORM TITLE: Certificate of Property Insurance**

Additional Named Insureds:

Holding Companies: TKC Holdings, LLC, TKC Intermediate Holdings, LLC, TSG Parent Holdings, Inc., TSG Acquisitions, Inc., Trinity Services Group, Inc., TSG USVI, LLC, TSG Puerto Rico, LLC, Trinity Services I, LLC, Prevatek Development, LLC, A&S Commissary Services LLC, Swanson TSG Holdings, Inc., Swanson Services Corporation, Cobra Software Group, LLC, Keefe Group, LLC  
 Advanced Technologies Group, LLC, Inmate Calling Solutions, LLC, Olivette Products, LLC, Keefe Commissary Network, LLC, Cumbria Enterprises Limited (Hong Kong), Courtesy Group, LLC, Courtesy Brands, LLC, Courtesy Products, LLC

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
<b>All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.</b>	<b>All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.</b>
<b>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</b>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in Kentucky, New Hampshire and New Jersey

### Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Where required by contract or written agreement prior to loss and allowed by law:

In the states of Alabama, Arizona, Arkansas, Colorado, Delaware, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Vermont, West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Connecticut, Florida, Iowa, Maryland, Nebraska, Oregon, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium, subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the states of New York, Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Virginia, the premium charge is 5% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Wisconsin, the premium charge is 2% of the total manual premium plus EL Increased Limits, subject to a minimum premium of \$50 per policy.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-651-291759-040

Effective Date

Premium \$

Issued to TKC Holdings, Inc.

Endorsement No.