

**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and Keefe Commissary Network, LLC, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR for its Inmate Commissary Services and Deposit Banking System; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Attachment 1	Keefe Commissary Network, LLC Bid in Response to RFP No. 041-23, Inmate Commissary Services
Attachment 2	Intake Kiosk Cash Handling
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Mendocino County ePayables Information
Appendix A	Certification Regarding Debarment, Suspension and Other Responsibility Matters

The term of this Agreement shall be from January 1, 2024 through December 31, 2026. There will be the option for two additional one-year extensions.

The compensation payable to CONTRACTOR hereunder shall not exceed One Million Fifty Thousand Dollars (\$1,050,000) for the initial three-year term of this Agreement (\$350,000 annually).

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

Darren Brewster Oct 26, 2023
Darren Brewster (Oct 26, 2023 13:00 PDT)

DEPARTMENT HEAD DATE

Budgeted: Yes No

Budget Unit: 2110 – Commissary Fund

Line Item: 760200

Grant: Yes No

Grant No.: N/A

COUNTY OF MENDOCINO

By: Glenn McGourty
GLENN MCGOURTY, Chair
BOARD OF SUPERVISORS

Date: 12/05/2023

ATTEST:

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 12/05/2023

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: Antle
Deputy 12/05/2023

INSURANCE REVIEW:

By: Darcie Antle
Risk Management

Date: 10/19/2023

CONTRACTOR/COMPANY NAME:

By: [Signature]

NAME AND ADDRESS OF CONTRACTOR:

Keefe Commissary Network, LLC

10880 Linpage Place

St. Louis, MO 63132

Attn: John Puricelli
Email: Jpuricelli@keefegroup.com
Ph: 314-919-4124

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Brina Blanton
Deputy

Date: 10/19/2023

EXECUTIVE OFFICE/FISCAL REVIEW:

By: [Signature]
Deputy CEO or Designee

Date: 10/19/2023

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed RFP No. 041-23

Mendocino County Business License: Valid

Exempt Pursuant to MCC Section: _____

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and County laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), Contractor shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. CONFORMITY WITH LAW AND SAFETY:
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: Mendocino County Sheriff's Office
951 Low Gap Rd.
Ukiah, CA 95482
Attn: Fiscal Office

To CONTRACTOR: Keefe Commissary Network, LLC
10880 Linpage Place
St. Louis, MO 63132
ATTN: John Puricelli

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a County facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.

CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and

other records or documents evidencing or relating to the expenditures and disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within County or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR sixty 60 days written notice. Such notice shall be in writing and may be issued by any county officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the

COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for services described in Exhibit A shall not exceed \$350,000 annually for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding. The Contractor may terminate this Agreement without cause by providing sixty (60) days written notice to the County.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties

and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2),

Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES:

The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.

34. COOPERATION WITH COUNTY

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

35. PERFORMANCE STANDARD

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable Federal, State, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES

In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

CONTRACTOR shall provide the following services:

A. Inmate Commissary Services

1. Overview of the Commissary Process
 - a. Inmate will order at the kiosks or via their County-provided tablets a minimum of once per week, and the order will be transmitted directly to the CONTRACTOR.
 - b. CONTRACTOR will fill the order and delivery it to the inmates who are then required to sign for their items.
 - c. CONTRACTOR shall send monthly itemized invoices to COUNTY.
 - d. CONTRACTOR shall send commission checks to COUNTY after monthly invoices are paid.
2. CONTRACTOR will be responsible for all facets of the commissary system to include, but not be limited to: purchasing, receiving, storage of all commissary products offered, supply methods necessary for inmate ordering including keeping the order menu up to date, packaging and delivery of individual commissary orders which includes a copy of the receipt of items ordered with the delivery of each order.
3. CONTRACTOR to provide a detailed plan for implementation of Item 2 above. CONTRACTOR must also include a detailed process for inmate family and friends to purchase commissary items via an online system.
4. CONTRACTOR shall supply the required software, installation and all subsequent updates. CONTRACTOR shall provide all necessary on-site training for COUNTY Jail and Fiscal staff, equipment installation, and equipment maintenance as required. The configuration includes the following:
 - Keefe Cloud banking
 - Keefe Cloud commissary
 - Edge 2 Inmate Experience on Viapath tablets and Keefe Edge kiosks
 - Edge Exchange Grievance/Appeal process on Edge 2 services
 - Phone Order Entry Option – Speed Dial from Viapath tablets to Keefe IVR
 - Phone time funds capture – ICS direct from Keefe Cloud Banking
 - Media time funds capture – Viapath direct from Keefe Cloud Banking
 - Access Corrections online deposits
 - Access Corrections transaction kiosks – public and intake
 - Access Corrections financial report

5. Automated solutions to include, but not be limited to:
 - Commissary Management System through the Keefe Cloud Commissary application that is integrated with CONTRACTOR's pricing and warehouse fulfillment system, inmate banking application, COUNTY's Jail Management System, and with partner vendor systems such as phone and vending.
 - Inmate kiosks
 - Online services ordering system
 - Online deposit system
 - Inmate mail
 - Inmate request slips
 - Delivery of commissary orders directly to inmates
 - Vending machines, including providing stocking and maintenance. Vending staff will clean, test and fill each machine weekly and ensure all trash is cleared from the area and conduct a visual inspection to ensure the integrity of each machine has not been compromised.
 - Release of inmate funds via release debit cards
6. CONTRACTOR must provide computer hardware and software maintenance and updates in order to run the commissary program. Use of open architecture and the latest version of a Windows-based operating system is necessary. CONTRACTOR shall be responsible for online connectivity and the associated costs. Any necessary training to COUNTY Jail and Fiscal staff shall be provided onsite by CONTRACTOR. Response and equipment repairs will be required within 24 hours of COUNTY notification to CONTRACTOR for any system failure.
7. CONTRACTOR must provide the following interfaces to COUNTY:
 - JMS – Keefe Cloud Inmate Data Services for real time updates of resident information from Tyler Technology, Inc.
 - Phone/ICS – direct debit transfer from inmate accounts to Enforcer
 - Phone/ICS – speed dial to Keefe commissary order IVR
 - Tablet/ViaPath – direct debit transfer from inmate accounts to ViaPath Media purse
8. CONTRACTOR must supply and maintain vending machines operated by Pin based debit transactions in minimum-security housing units.
9. CONTRACTOR must provide food inspections for wholesomeness and dated for freshness and how stale-dated items will be handled. The plan must meet all Federal, State and County requirements for providing assurance that all items are fresh and within their shelf life.

10. All software installed by CONTRACTOR shall be provided to COUNTY at CONTRACTOR's expense.
11. All kiosks will be provided by CONTRACTOR to the COUNTY at no charge. All hardware installed by CONTRACTOR shall remain the property of CONTRACTOR.
12. CONTRACTOR will fund the initial and ongoing costs of the AEGIS New World Systems (Tyler Technology, Inc.) standard software license fees, interface and associated fees. This includes the AEGIS for commissary software and the Inmate Calling Solutions software interface for phone cards.
13. CONTRACTOR shall provide a list of all employees within the company who will be providing services as outlined above. Each employee will have to successfully complete a COUNTY background check prior to providing any services to COUNTY.

B. Reports

1. CONTRACTOR shall provide a plan for delivering a complete audit trail of all transactions on a monthly basis to COUNTY and provide COUNTY access to run custom reports as needed.
2. CONTRACTOR shall provide a plan for reports pertaining to all transactions and revenue share on a monthly basis or by online access.
3. CONTRACTOR shall provide a daily card-load summary report via Numi Financial and will also be available online.

C. Deposit Banking System

1. CONTRACTOR shall maintain a system of accepting cash, debit cards or credit cards for the purpose of inmate trust fund deposits through a deposit kiosk and deposit website and phone service for remote deposits.
2. CONTRACTOR shall provide onsite training for the deposit system for all Jail and Fiscal staff as necessary.
3. CONTRACTOR shall be responsible for maintenance of the deposit kiosks. Response and equipment repairs will be required within 24 hours of COUNTY notification to CONTRACTOR for any system failure. Kiosk maintenance shall be performed at CONTRACTOR's expense.
4. CONTRACTOR shall be responsible for the secure collection, transportation and deposit of funds at CONTRACTOR's expense from the deposit system.

5. CONTRACTOR shall be responsible for maintaining an automated method of replenishing debit cards.
- D. CONTRACTOR shall provide the names of subcontractors to COUNTY for the following:
- Software and hardware solutions for the Corrections finance system
 - Debit card solution for releasing funds when inmates are released from COUNTY custody
 - Secure transportation of funds collected from COUNTY
- E. Except as otherwise provided in this Agreement, CONTRACTOR shall provide services per the terms and conditions proposed in the Scope of Work from Keefe Commissary Network, LLC, in response to RFP No. 041-23, Inmate Commissary Services, "Attachment 1", the contents of which are incorporated into this Agreement. All references to "Keefe" in Attachment 1 shall mean CONTRACTOR.

[END OF DEFINITION OF SERVICES]

**ATTACHMENT 1
PROPOSAL FROM KEEFE COMMISSARY NETWORK, LLC**



SCOPE OF WORK

A. Inmate Commissary Services

1. Overview of the commissary process:

- i. Inmate will order at the kiosks or via their County-provided tablets a minimum of once per week, and the order will be transmitted directly to the CONTRACTOR.

Keefe Response: Keefe has read, understands, and will adhere.

Commissary orders will be printed off-site in our Reno, NV Distribution Center and individually bagged in clear plastic, heat sealed, perforated bags which will contain two (2) copies of the itemized invoice, sealed, and arranged by housing units or as directed by the County for delivery.

- ii. CONTRACTOR will fill the order and deliver to the inmates who are then required to sign for their items. If there are any damaged items upon receipt by inmates, the inmates accounts will be credited for those items and the items will be returned to CONTRACTOR.

Keefe Response: Keefe has read, understands, and will adhere.

Orders are printed in housing unit order to assist in the pulling/delivery process. Keefe staff will utilize carts to load the orders by housing unit, making the deliveries efficient and allow staff to stay out of the way of the County staff.

During delivery to the inmates, Keefe staff will first check the ID of the inmate versus the name on the order. They will then review the contents of the order with the individual inmate to ensure order accuracy and denote any need for a credit on the receipt. Keefe staff will obtain a signature from the inmate as proof that the inmate has received their proper order. Receipts are then brought back to the commissary room and Keefe staff will input any credits and reply to any grievances.

Grievances

KCN specializes in preventing inmate complaints. Keefe personnel accept grievances involving commissary orders, items and pricing, and address issues in the timeframes requested. Items are replaced or credits issued, and written documentation retained for all commissary service grievances addressed. KCN recognizes inmates as customers and makes every effort to treat them fairly.

Keefe's policies and procedures are key in preventing inmate complaints concerning commissary products and services, including:

- Ensuring that all inmates with funds who place an order will receive an order. This often requires our staff to correct the inmate's ID on the order form.
- Ensuring that the order is delivered to the correct inmate.



- Ensuring that all items charged are delivered in full and to the satisfaction of the inmate receiving the order.
- Printing on the order receipt, the items which were ordered but rejected and not charged or delivered due to reasons such as insufficient funds, violation of a restriction, exceeding the spending limit, and taking the time to explain to the inmate.
- Delivery Agents verify that the inmate receives their order during re-routes.
- Delivery Agents bring with them a complete listing of inmate fund balances at the time the orders were entered. This is especially useful when explaining to inmates that they will not receive an order due to insufficient funds at the time the order was placed.
- Processing and re-delivering missing and damaged items.
- Re-routing orders for inmates who have been moved after placing their order.
- Posting all credits in an expedient and timely manner.
- Reconciling all signed order receipts and posted credits with the listing of charged orders to ensure 100% completion.
- Providing an efficient and exceptional level of service.
- Providing product quality and value which are recognized by the inmates.

Although Keefe takes great measures to prevent any type of inmate complaints, we propose the following policy for clarification:


Keefe will research, resolve, respond, and forward back all inmate complaints, requests, and grievances within 24 hours of receipt. The nature of the complaint will be researched thoroughly before it is responded to. The Commissary Manager or Assistant will approve the response prior to forwarding to the department handling the complaint. Any need for resolution on Keefe's part will be handled immediately and documented on the response. The complaint, resolution, response, and supporting documentation are provided to the department handling the complaint within 24 hours of receipt.

iii. CONTRACTOR shall send weekly itemized invoices to COUNTY.

 **Keefe Response:** Keefe has read, understands, and will adhere.

Per Addendum 3, payments will be made to the county monthly.

iv. CONTRACTOR shall send commission checks to COUNTY after invoices are paid.

 **Keefe Response:** Keefe has read, understands, and will adhere.

Per Addendum 3, payments will be made to the county monthly.

2. CONTRACTOR will be responsible for all facets of the commissary system to include, but not be limited to: purchasing, receiving, storage of all commissary products offered, supply methods necessary for inmate ordering including keeping the order menu up to date, packaging and delivery of individual commissary orders which includes a copy of the receipt of items ordered with the delivery of each order.

 **Keefe Response:** Keefe has read, understands, and will adhere.

At Keefe, a large part of our service revolves around product availability. Since 2001, Keefe has met



and exceeded a 99% fill rate. Keefe has a full-time dedicated purchasing department and a full-time dedicated distribution department in St. Louis, MO to help ensure proper inventory levels for filling orders. In addition, our Regional Business Manager and our Inventory Control Manager monitor inventory levels on a daily basis to ensure proper levels within the region to support our distribution centers. Keefe acknowledges responsibility for all inventory maintenance and control. Our commitment to customer service and our use of multiple distribution resources ensures a high product fill rate.

Inventory Management

Keefe manages inventory on a daily basis, with reporting structures to ensure a year's supply. Product is received and rotated for distribution on a "first in, first out" basis. All products are date coded and extensive physical inventories are conducted twice annually. Keefe receives direct shipments from manufacturers to ensure product availability. We are neither a middleman nor are we reliant upon others, and in many cases, we are the major manufacturers of our products.



Keefe will obtain signed receipts for all orders and retain the receipts.

Keefe places the two-ply receipt inside the clear plastic bag where it is visible to delivery staff and inmates. Once the bag is inventoried by the inmate and delivery agent, the receipt is signed by the inmate to indicate accuracy and acceptance of the order. Should a discrepancy arise, it will be handled at that time. Credits due will be noted on the receipt and handled within 24 hours following delivery. We recognize inmates as our customers and make every attempt to resolve issues quickly. The second invoice will be forwarded to the Jail Accountant.

Warehouse Management System (WMS)

To maintain a high fulfillment rate, we utilize a WMS system and a start/stop scanner. The WMS system helps track inventory and our line stockers are required to scan in product from stock into the pulling arena.

Daily reports are sent to the supervisor on stock levels notifying them on what items need to be stocked daily. To ensure all orders in every batch are pulled, we utilize a start/stop scan. Every order must be scanned when started and upon completion. At the end of every batch the supervisor cannot close out the batch until all orders are confirmed for being completed.

The receipt will contain the following information:

- a. Inmate name
- b. Inmate location
- c. County Identification Number
- d. Starting balance
- e. Itemized list of goods and quantity sold
- f. Price for each item



- g. Total of order including tax
- h. Ending balance
- i. Receipt number
- j. Explanation of any items not sent with the order
- k. Designated space for inmate signature

Keefe has provided a sample commissary receipt below.

Invoice No.	Invoice Date	Invoice Amount	Invoice Total	Invoice Balance
1234567	12/15/2018	\$50.00	\$50.00	\$50.00
1234567	12/15/2018	\$50.00	\$50.00	\$50.00
ITEMS				
001	001	001	001	001
002	002	002	002	002
003	003	003	003	003
004	004	004	004	004
005	005	005	005	005
006	006	006	006	006
007	007	007	007	007
008	008	008	008	008
009	009	009	009	009
010	010	010	010	010
TOTALS				

Warehouse Security

Keefe has the following safety and security standards in place currently in ALL Keefe distribution centers nationwide.

- Warehouse Security System** - Records activity in the warehouse, production arena, office space, loading docks – shipping and receiving and all building entrances and exits. The camera monitoring system runs 24/7/365. All information is recorded on to a digital video recorder and kept in archives for a minimum of 30 days for any investigative needs.
- Secure Entrance** – Entry into our warehouse requires a company provided key fob or an employee to manually let an individual in. This ensures access is only granted to Keefe employees or approved visitors. Visitors must sign in at the front desk, wear a visitors’ badge at all times while within the warehouse and always be accompanied by a Keefe employee.
- Security Door Contacts and Tape** – All other entrance doors at the warehouse have security contacts that would set off our alarm and alert staff if a security door is opened.



At night, these contacts are included in our 3rd party, 24/7/365 monitored security system that alerts Keefe management, the police, and the 3rd party monitoring company and sets off the local security alarm if a door is opened. Doors that should never be opened have security tape on the door jams. This is a company policy which allows management to view if any door has been tampered with.

4. **Door Gates** – These allow the loading docks doors to be secure from the outside during the working day if bay doors are open. Keefe policy is that door gates are kept closed during the day unless product is being taken on or off a vehicle. Access to the warehouse is prevented through the bay doors with these gates in place.
 5. **Third Party Driver Cage** – Keefe ensures outside delivery drivers are not allowed into the warehouse pulling and overstock areas by employing a fenced in area where drivers wait until their shipment is unloaded. Third party drivers are not allowed into our secure warehouses and are restricted to this fenced in location that has no access to the secure warehouse.
 6. **Employee Lockers** – Keefe provides lockers/storage areas for each warehouse employee. Keefe maintains a policy that no tobacco, cell phones, weapons, etc. are allowed into the warehouse. This ensures no contraband may be introduced into a package order by accident. Employees are required to place all personal items in the lockers during the day and may be used only during breaks/lunch outside of the warehouse.
 7. **Tool Control** – Any tools used by Keefe staff in the warehouse must be signed in and out after each use. No orders are permitted to leave the warehouse until a full review of all tools are accounted for to ensure there has been no accidental introduction of contraband into an order to be delivered to a facility. Only authorized staff are approved to sign out tools which are affixed to the employee using a “spring bungee cord lanyard” which is attached to the tool at one end and the employee on the other. This ensures that the tool does not accidentally fall into a box or order that is to be delivered to a facility.
 8. **Training for Contraband Prevention**
3. **CONTRACTOR** to provide a detailed plan for implementation of Item 2 above. **CONTRACTOR** must also include a detailed process for inmate family and friends to purchase commissary items via an online system.

Keefe Response: Keefe has read, understands, and will adhere.

Orders will be filled out of our secure 110,000 s.f. warehouse in Reno, NV; with our Fontana, CA warehouse acting as a secondary service center in the event of an emergency.

Orders are sealed and delivered to the inmate population unopened in clear plastic bags, with a



receipt of purchase with the inmate name and ID number clearly visible from inside the bag. KCN's fully trained, uniformed personnel deliver commissary to each individual inmate within the required timeframe.

Staff will deliver commissary orders to each individual inmate at their location as marked on the delivery receipt. Commissary orders will be delivered to the facility once per week. Delivery schedule will be by mutual agreement with the Facility Commander and subject to the operational needs of the facility. Delivery of commissary will take place regardless of weather, holidays, work stoppages or any adverse conditions.

Once the bag is inventoried by the inmate and delivery agent, the receipt is signed by the inmate to indicate accuracy and acceptance of the order. Should a discrepancy arise, it will be handled at that time. Credits due will be noted on the receipt and handled following delivery within 24 hours. The second invoice will be forwarded to the designated Sheriff's Office contact.

The delivery schedule will always be by mutual agreement with the Facility Commander and subject to change according to the facility's operational needs and security requirements. Delivery of commissary takes place regardless of weather, holidays, work stoppages or any adverse conditions. Should a discrepancy arise, it will be handled at that time.

Online Ordering by Family and Friends

Keefe operates *Access Securepak*, the most comprehensive custom inmate package program in the correctional industry. Family members and friends can place orders online to send packages to inmates which only contain items preapproved by Mendocino County.

Keefe has been accepting family members and friends' orders since 1997 when it conducted its first package program for the North Carolina Department of Corrections.

Since then, Keefe has grown its package program business into the country's largest provider of package programs when measured by number of formal programs (over 700 programs managed each year for various states and counties) and number of orders taken / packages shipped (over 1.6 million annually). Keefe is the current package program provider to 21 State DOCs with Keefe being the exclusive provider for 15 of those programs.

Keefe provides programs to approximately 750,000 inmates on an annual basis. Keefe provides programs that currently include: food, clothing, hygiene, shoes, electronics, music, hobby craft, religious and other various categories of items. These programs all operate with various rules and regulations established by the DOC or counties respectively. Keefe possesses the ability to control numerous attributes that are determined by the DOCs and counties that it serve.

Users can visit Access Corrections' main website www.accesscatalog.com to see all programs that are active at any given time. Just choose a state, and then choose the program within that state. This website will provide access to all active programs accepting orders from family members and friends. Users will see which programs are designated as DOC programs and which programs are classified as a county jail.



Keefe can offer the same commissary menu online for family members and friends to purchase or Keefe can offer different items and or prepackaged kits. Ultimately, facility staff will determine which items are featured online.

All online orders will be packaged in same type of perforated poly bags as commissary orders and delivered to the inmates in the same method as commissary orders.

Keefe also provides a Call Center for family and friends to contact for any questions or issues.





PRICING PHILOSOPHY

KCN pricing is based on convenience store pricing, neighboring county facilities, and the current commodities market conditions for our item pricing. We will propose pricing changes no less than annually, and no changes will be made without the approval of the County.

We have purchased the items below at convenience stores in proximity to Mendocino County facilities, to enable comparison with our commissary menu pricing.



WELCOME TO
CHEVRON!
00085361
Chevron
605 E Perkins
Ukiah Ca

<CUSTOMER COPY>

Description	Qty	Amount		
Cup 0 Ndi Shrip Fal	1	1.89		
Reeses Pnb Cup	1	2.00		
2.29 Dec -0.29				
HST GLAZED 3MB HNY	1	2.49		
BA CHS W BERRY DANT	1	2.99		
Ware Man Pint	1	2.00		
2.29 Dec -0.29				
Ka/J Rice Krap Trt	1	1.49		
Kblr Ch Pb	1	1.48		
Jl Amcn Bf/chp Deb	1	1.99		
100 Expr Cup Mo Brn	1	3.09		
T Coke Classic 20oz	1	2.79		
CRY 05 NT		0.05		
Pint Tbe Peanuts 2/	1	0.69		
Top Ramen Chicken	1	1.29		
Cheetos Flamin Hot	1	2.49		
T Old Spice End/Dec S	1	7.49		
T Ldap Trail Tylenol	1	4.79		
T Lil Drug Carmex Tub	1	3.89		
T CVP TBRUSH/PAST COM	1	2.79		
Bag Charge	1	0.10		
Spcy Shrip Noodle	1	2.59		
Subtotal		48.39		
Tax		1.90		
TOTAL		50.29		
CREDIT \$		50.29		
Tax Type	Purchase	Rebate	Taxable	Tax
T(8.750%)	21.75	0.00	21.75	1.90

www.chevron.com / 1-800-4-A-CHEVRON



Walgreens
 109525 326 E PERKINS ST
 DULHAM, GA 31542
 707-462-1266

281 1916 0021 08/15/2023 8:58 PM

MUNG PEANUT PURPLE SINGLES 1.740Z	
04700018441	0.99 SALE
REGULAR PRICE 1.99 or 2/3.00	
SAYINGS 0.5	
RETURN VALUE 0.99	
COLD EXTRA CLEAN TP MED	
0550005114 07C	A 1.99
RETURN VALUE 1.99	
JACK LINK S CC TP 4 PERJUCK 1.50Z	
01700789593	3.99
RETURN VALUE 1.99	
CHAPS LIX STRAWBERRY REFILL .150Z	
3473071551 37C	A 1.99
RETURN VALUE 1.99	
DEEPF MEN 4P LNW/FLD RUSH 2.70Z	
010000540	A 4.99
RETURN VALUE 4.99	
DEAL GOLD ANTI-BAC BAR SOAP 40Z 30	
0170002402	A 5.29
RETURN VALUE 5.29	
NISSIN O.P. NEI CHICKEN 2.250Z	
0109003030	0.99
RETURN VALUE 0.99	
BUMBLE BEE LIGHTN' BOND TUNA 2.50Z	
0995002404	FOOD 2.49
RETURN VALUE 2.49	
COCA-COLA 20Z 5TL	
04500001044	A 2.08
RETURN VALUE 2.08	
CA REPAIR 1ML	
0000007210	0.05
J/L JUMBO REEF STEAK ORIGINAL 20Z	
0119000005	FOOD 3.29
RETURN VALUE 3.29	
QUEST CHOCCHIP COOKIE 2.080Z	
09994900599	FOOD 3.29
RETURN VALUE 3.29	
CHEETOS HOT LILIN 3.250Z	
02840002850	2.49
RETURN VALUE 2.49	
NAT VALY GRANOLA OAT HWY 1.50Z	
01600026499	1.79
RETURN VALUE 1.79	
DENTEX FRESH CLN MNT F/PK 75S	
04770100291	A 3.99
RETURN VALUE 3.99	
HONG SHUN 3-RIMP NOL BVL 3.030Z	
00114626274	1.29
RETURN VALUE 1.29	
KEEBER CLUB ORIGINAL	
02010010097	8.49
RETURN VALUE 5.49	
TOP RANX CHICKEN NOODLE	
07088201003	30Z 0.69
RETURN VALUE 0.69	
COLG CAVITY PROTECT TP 40Z	
03620051406	A 2.79
RETURN VALUE 2.79	
HERSHEY MILK CHOC 24000 1.550Z	
03400040240	1.90
1 # 1.99 or 2/3.00	
RETURN VALUE 1.50	
REEDS PEANUT BUTTER DIPS 1.50Z	
00400008440	1.50
1 # 1.99 or 2/3.00	
RETURN VALUE 1.50	
DOVE BEAUTY BAR SENSITIVE 3.170Z	
0111103844	A 3.79
RETURN VALUE 3.79	
SHOPPING BAG FEE	0.10
SUBTOTAL	55.46
SALES TAX 4=8.875%	2.44
TOTAL	58.90
VISA ACCT 0777	58.90
AUTH CODE	080030
CHANGE	.00



4. After contract award, the successful bidder will provide the following:

- i. Software, initial installation and all subsequent updates. This includes necessary on-site training for COUNTY Jail and Fiscal staff.

Keefe Response: Keefe has read, understands, and will adhere.

Keefe will provide additional installation and training for any changes to the current Keefe Cloud configuration as required. The current configuration includes:

- Keefe Cloud Banking
- Keefe Cloud Commissary
- Edge 2 Inmate Experience on Viapath tablets and Keefe Edge kiosks
- Edge Exchange Grievance/Appeal process on Edge 2 Services
- Phone Order Entry Option – Speed Dial from Viapath tablets to Keefe IVR
- Phone Time funds capture - ICS direct from Keefe Cloud Banking
- Media time funds capture - Viapath direct from Keefe Cloud Banking
- Access Corrections Online Deposits
- Access Corrections Transaction Kiosks – Public and Intake
- Access Corrections Financial Report

- ii. Equipment installation, maintenance and necessary on-site training for COUNTY Jail and Fiscal staff.

Keefe Response: Keefe has read, understands, and will adhere.

Keefe will provide remedial training on above configuration as required by the county. Updates to the configured items above adhere to Keefe's two-week deployment schedule.

Changes are documented in the What's New Knowledge Base available from the Keefe Cloud main menu.

- iii. Order fulfillment

Keefe Response: Keefe has read, understands, and will adhere.

Order Fulfillment

Orders are sent electronically and printed at our off-site warehouse and filled by employees who do not have access to delivery staff. Each order is filled by multiple employees via assembly line, whereby each filling station includes only a small number of products available to be added to an order.

Keefe utilizes a blind picking process for order fulfillment ensuring that the process is secure. Keefe Pick Slips generate showing only the 'BLOCK' while suppressing the Inmate's Name, Number and Housing Unit ('BLOCK' is needed to sort the boxes properly on the outbound pallets). Therefore, when the employee fulfills the individual order, no identifiable information of the inmate is visible thus ensuring a true blind fill. Once the order has been filled by the Keefe



employee, it goes to the packing station where a different Keefe employee will scan the barcode on the pick slip which automatically generates three 'Blind Labels'. Blind labels are affixed to each of the 3 copies of the Pick Slip for a particular order by Keefe employee. The bag is sealed with the Pick Slip inside which now contains the delivery information needed for Keefe staff at the time of delivery. The bag is then placed into the proper pre-marked 'Block' box and palletized, wrapped and shipped to the facility.

To maintain a high fulfillment rate, we utilize a WMS system and a start/stop scanner. The WMS system helps track inventory and our line stockers scan in product from stock into the pulling arena. Daily reports are sent to the supervisor on stock levels notifying them on what items need to be stocked daily. To ensure all orders in every batch are pulled, we utilize a start/stop scan. Every order must be scanned when started and upon completion. At the end of every batch the supervisor cannot close out the batch until all orders are confirmed as being completed.

iv. Management of the commissary program

 *Keefe Response:* Keefe has read, understands, and will adhere.

Jermaine Washington will serve as Mendocino County's dedicated Account Manager.

Jermaine joined Keefe/KCN Western Region in 2020 as Account Manager. Jermaine brings over 20 years' experience in customer service, management, sales, and logistics. He holds a Bachelor's Degree from Central State University in Ohio. His current customer base is located in Northern California, Southern Nevada, and Washington, consisting of County, State and Federal agencies.

Jermaine will be your direct point of contact for any of Mendocino County's day-to-day commissary needs. He can be available for on-site meetings at any time or with scheduled frequency monthly, quarterly etc. to review all aspects of the commissary operation and present new services and items that might positively impact the commissary operation for Canyon County. David will work with designated county staff for any topics which arise and will coordinate with the other Keefe employees to resolve any concerns raised by Mendocino County.

Jermaine is supported by the Western Region management team, below. Resumes for key personnel have been provided in Tab 5.

- Terry Schroeder - Group Vice President, *Keefe Group*
- Angelo Leber - Regional Manager, *Keefe Commissary Network*
- Aaron Timberman – Director, Onsite Operations, *Keefe Group*
- Kris Dick - Director of Warehouse Operations, *Keefe Group*
- Carlos Reyes – Onsite Operations Manager, *Keefe Commissary Group*



v. Automated solutions to include, but not be limited to:

Keefe Response: Keefe has read, understands, and will adhere.

Keefe has had the privilege of providing automated services to the County since 2020. Year to Date 2023 calendar year automation in the Keefe Cloud system shows that more than 99% of transactions to inmate accounts are automated commissary.

Breakdown of transactions by automation category follows:

<i>Mendocino Sheriff - Keefe Cloud Transaction Automation</i>				
<i>Transaction Type</i>	<i>Trans Count</i>	<i>Ptg</i>	<i>Trans Count</i>	<i>Ptg</i>
<i>Phone Automation</i>			<i>75,646</i>	<i>87.8%</i>
GTL Charge	9,892	11.5%		
Phone Call Purchase	65,754	76.3%		
<i>Commissary Automation</i>			<i>4,649</i>	<i>5.4%</i>
Commissary Return	1,252	1.5%		
Commissary Sale	3,397	3.9%		
<i>Deposit Automation</i>			<i>4,587</i>	<i>5.3%</i>
Intake Kiosk Cash	631	0.7%		
Secure Deposit	3,956	4.6%		
<i>Auto or Workflow</i>			<i>1,155</i>	<i>1.3%</i>
IBT: Trust	2	0.0%		
Pay: Deposit Error Out	2	0.0%		
Pay: Donation Charge	130	0.2%		
Pay: Rejected Funds	6	0.0%		
Withdrawal Check	177	0.2%		
Withdrawal Debit Card	838	1.0%		
<i>Manual</i>			<i>91</i>	<i>0.1%</i>
Debit Card Refund	5	0.0%		
Deposit Cash	44	0.1%		
Deposit Check	42	0.1%		
<i>Grand Total</i>			<i>86,128</i>	<i>100.0%</i>

a. Commissary Management System

Keefe Response: Keefe has read, understands, and will adhere.

Keefe will manage Mendocino's commissary program through its Keefe Cloud Commissary application. The Cloud system is integrated with Keefe's pricing and warehouse fulfillment system, with its Cloud Inmate banking application, with its customers' Jail Management System, and with partner vendor systems such as phone and vending. The application records commissary activity



against inmate balances in real time, allowing immediate restoration of funds to an inmate account upon refund of the commissary credit.

Keefe manages fulfillment by utilizing a WMS system that tracks inventory. Keefe line stockers scan in product from stock into the pulling arena. Daily reports are sent to the supervisor on stock levels notifying them on what items need to be stocked daily. To ensure all orders in every batch are pulled, Keefe utilizes a start/stop scan. Every order must be scanned when started and upon completion. At the end of every batch, the supervisor cannot close out the batch until all orders are confirmed as being completed.

All commissary sales, credits and refunds are retained in the Cloud Commissary system for reporting. Commissary financial reports are easily generated after commissary ordering is completed.

b. **Inmate kiosks**

 **Keefe Response:** Keefe has read, understands, and will adhere.

Keefe will provide its Edge Kiosk 2.0. application which operates on a secure website hosted by Keefe. Edge 2.0. features the ability to be launched from Keefe's secure Edge kiosk or tablet or from any other kiosk or tablet system that supports secure web browser sessions. The Edge 2.0. application supports three language options, English, Spanish and Creole.

Account History

The Edge 2.0. application 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.

Commissary Order Entry

Edge 2.0. Commissary feature 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 Mendocino County rules and restrictions are applied. After all requests are processed, orders are built and dispatched to Keefe's 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 are able to create a “grocery list” with the Edge kiosk application. Inmates simply touch the category that will then display the items to be added to the grocery list.



















































The screenshot shows the EDGE app interface with a dark header. The header includes the EDGE logo, the user name 'Lady MacBeth', the booking ID '091234', and navigation icons for home and logout. Below the header, the title 'Transaction History- Resident Trust \$4,815.62' is displayed. The main content is a table with five columns: Date, Time, Type, Description, and Amount. The table lists several transactions, including commissary purchases, refunds, deposits, and transfers.

Date	Time	Type	Description	Amount
07/09/2020	08:48 AM	Commissary Purchase	Commissary Purchase, Order Number: 592	-\$4.00
04/15/2020	03:20 PM	Commissary Purchase Refund	Commissary refund for Order: 420	\$2.95
04/10/2020	04:47 PM	Commissary Purchase	Commissary Purchase, Order Number: 428	-\$4.20
01/24/2020	09:56 AM	Deposit Check	migration test	\$500.00
12/18/2018	02:23 PM	Edge Funds Transfer	Transfer to Court Payment	-\$995,567.00
04/09/2018	03:58 PM	Pay Medical Charge	Pay: 4/9/2018 3:58:18 PM - Medical Charge - Test Med Charge	-\$50.00
03/13/2018	04:19 PM	Commissary Purchase	Commissary Purchase, Order Number: 4	-\$2.26
03/05/2015	02:49 PM	Deposit Cash	Deposit cash funds to individual account	\$1,000,000.00



EDGE

Recommended top picks for you...

 \$1.00 ON THE BORDER HUMMUS	 \$1.00 ALL ABOUT BUTTER BUTTER	 \$1.00 AUNTIE ANNE'S PRETZELS	 \$1.00 AUNTIE ANNE'S PRETZELS	 \$1.00 ON THE BORDER HUMMUS	 \$1.00 ON THE BORDER HUMMUS
 \$1.00 ON THE BORDER HUMMUS	 \$1.00 TOSTITOS QUESO PASA	 \$1.00 MISSION QUESO PASA	 \$1.00 ON THE BORDER HUMMUS	 \$1.00 MISSION QUESO PASA	 \$1.00 MISSION QUESO PASA
 \$1.00 MISSION QUESO PASA	 \$1.00 MISSION QUESO PASA	 \$1.00 MISSION QUESO PASA	 \$1.00 MISSION QUESO PASA	 \$1.00 MISSION QUESO PASA	 \$1.00 MISSION QUESO PASA
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Facility Bulletin Board Information

The Edge 2.0. application features a **Document** program, which is a bulletin board where Mendocino County will be able to post inmate information. Additionally, the Edge 2.0. solution has the ability to 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 2.0. application treats the new active date like a new booking date:



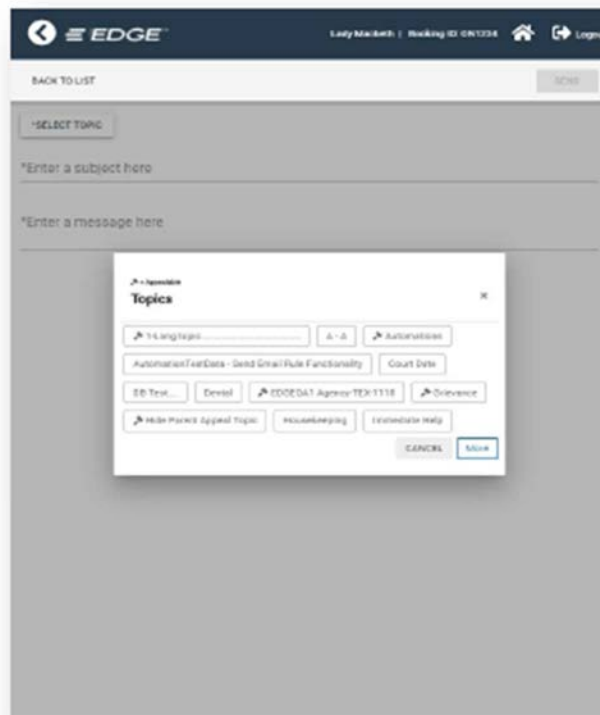
Edge Communications Center

The Edge 2.0. application features a **Communications Center** for inmates to create messages and requests, including but not limited to all the requests required by Mendocino County—grievance requests, requests to join programs and speak with a Chaplain, general inquiries, haircuts, sick calls, and requests for property and release dates. Requests are routed from the EDGE kiosk 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.
- A given conversation may be selected and printed in its entirety.





c. Online services ordering system

Keefe Response: Keefe has read, understands, and will adhere.

Online Ordering by Family and Friends

Keefe operates *Access Securepak*, the most comprehensive custom inmate package program in the correctional industry. Family members and friends can place orders online to send packages to inmates which only contain items preapproved by Tulare County.

Keefe has been accepting family members and friends' orders since 1997 when it conducted its first package program for the North Carolina Department of Corrections.

Since then, Keefe has grown its package program business into the country's largest provider of package programs when measured by number of formal programs (over 700 programs managed each year for various states and counties) and number of orders taken / packages shipped (over 1.6 million annually). Keefe is the current package program provider to 21 State DOCs with Keefe being the exclusive provider for 15 of those programs.

Keefe provides programs to approximately 750,000 inmates on an annual basis. Keefe provides programs that currently include: food, clothing, hygiene, shoes, electronics, music, hobby craft, religious and other various categories of items. These programs all operate with various rules and regulations established by the DOC or counties respectively. Keefe possesses the ability to control numerous attributes that are determined by the DOCs and counties that it serve.

Users can visit Access Corrections' main website www.accesscatalog.com to see all programs that are active at any given time. Just choose a state, and then choose the program within that state. This website will provide access to all active programs accepting orders from family members and friends. Users will see which programs are designated as DOC programs and which programs are classified as a county jail.

Keefe can offer the same commissary menu online for family members and friends to purchase or Keefe can offer different items and or prepackaged kits. Ultimately, Mendocino County will determine which items are featured online.

All online orders will be packaged in same type of perforated poly bags as commissary orders and delivered to the inmates in the same method as commissary orders.

Keefe also provides a Call Center for family and friends to contact for any questions or issues.



d. Online deposit system

Keefe Response: Keefe has read, understands, and will adhere.

Keefe's deposit service division Access Corrections currently and will continue to provide an online deposit system. The deposit system will also include the capability to make a deposit phone and lobby kiosk.

Access Corrections Deposits & Payments™ Overview



Access Corrections, established in 2007, provides comprehensive, end-to-end money management solutions that help the broad range of corrections audiences – offenders, their loved ones and the agencies serving those constituents – move and manage money throughout the criminal justice continuum. From arrestee intake to inmate discharge, our automated services provide users easy, convenient, safe ways to make trust fund deposits, post bail and make parole, probation and court-ordered payments. Agencies can expand payment methods, improve collections, reduce cash management risk and increase productivity.

Access Corrections currently processes millions of transactions per year for more than 600 state and county agencies and eighteen (18) state department of corrections. We are the only one-stop-shop provider able to offer such a holistic suite of payment technologies.

Deposit Fee Schedule

Gross Amount Deposited	Credit/Debit Deposits via Web/Mobile App	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Phone	Cash Deposits via Lobby Kiosk
\$0.01 - \$19.99	\$4.95	\$6.95	\$4.95	\$4.00
\$20.00 - \$99.99	\$7.95	\$9.95	\$7.95	\$4.00
\$100.00 - \$199.99	\$9.95	\$11.95	\$9.95	\$4.00
\$200.00 - \$300.00	\$11.95	\$13.95	\$11.95	\$4.00

e. Inmate mail

Keefe Response: Keefe has read, understands, and will adhere.

Mendocino County inmates participate in ViaPath inmate mail services. The Viapath tablet program is subcontracted under the Keefe Commissary Services agreement

f. Inmate request slips

Keefe Response: Keefe has read, understands, and will adhere.



Keefe has the privilege of providing to Mendocino Sheriff the Keefe Cloud Edge Exchange Inmate communications application. In calendar year 2023 the Edge Exchange service has provided inmates with access to online requests, resulting in over 8,600 online request slips categorized as follows:

Conversation Analysis Report		
08/29/2023 03:55 PM CT	Conversation Analysis Report Agency: Mendocino CA From 1/1/2023 To 8/29/2023 Type: Request	
Topic	Location	Total
<input type="checkbox"/> Classification	Location Totals for Topic	1095
<input type="checkbox"/> Commissary	Location Totals for Topic	106
<input type="checkbox"/> General Request	Location Totals for Topic	1845
<input type="checkbox"/> Grievance	Location Totals for Topic	67
<input type="checkbox"/> Inmate Services	Location Totals for Topic	2479
<input type="checkbox"/> Kitchen	Location Totals for Topic	238
<input type="checkbox"/> Medical Request	Location Totals for Topic	2777
<input type="checkbox"/> Probation	Location Totals for Topic	77
Total		8684

g. Vending debit cards

Keefe Response: Keefe has read, understands, and will adhere.

Direct-Debit Vending

Keefe state of the art Direct Debit Vending solution *replaces the need for all preloaded vending cards*. The smart technology identifies the inmates account and allows direct access to the account balance. This allows inmates to order from the machines using real time balances without the need for vending cards.

1. The inmate authenticates their identity and unique PIN at the vending machine.
2. Once verified, the inmate receives approval to vend.
3. If the inmate's product selection is approved, their account balance is verified and a charge is applied.




4. If the product vends successfully, the transaction is complete and the account is immediately debited.
5. If the product does not vend successfully, the transaction is cancelled and a credit is immediately applied to the inmate's account.

h. Delivery of commissary orders to inmates

 *Keefe Response:* Keefe has read, understands, and will adhere.

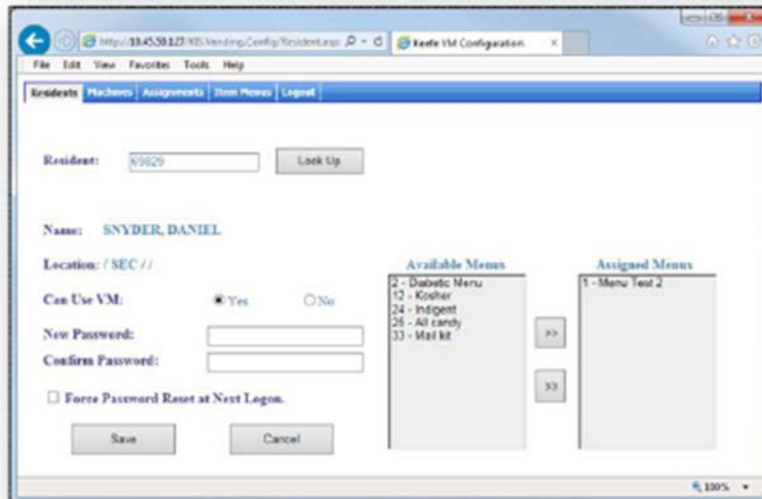
Keefe's fully trained; uniformed personnel will deliver commissary to each individual inmate weekly within the required timeframe. Delivery schedule will be by mutual agreement with the Facility Commander and subject to the operational needs of the facility. Delivery of commissary will take place regardless of weather, holidays, work stoppages or any adverse conditions.

- i. Vending machines, including providing stocking and maintenance. Vending staff will clean, test and fill each machine weekly and ensure all trash is cleared from the area and conduct a visual inspection to ensure the integrity of each machine has not been compromised.

 *Keefe Response:* Keefe has read, understands, and will adhere.

Keefe's Direct Debit Vending machines are stocked with snack item selections different from the items available through its Commissary Cloud/Edge Kiosk solutions. However, vending items do include the following inmate specific restrictions from the Residents tab of the Vending Config Tool application:

1. Access
2. Menu Assignment, i.e., Diabetic, Kosher, Indigent, etc.
 - a. See Item Menus section
 - b. Overall Spending
3. Max Total Dollar Amount
 - a. Number of days for the specified total dollar amount
4. Location Specific Restrictions
 - a. Limit login by location



The card reader is programmed to allow the inmate's ID to be manually entered along with the inmate's PIN. (Keefe also offers wristband readers and RFID readers.)

The card reader displays the inmate's ID number and instructs the inmate to enter his/her PIN (the same PIN used to access the kiosk). Keefe's system verifies this information, and if accurate, authorizes approval for a purchase to be made. Once a selection has been made, the Keefe system verifies the inmate's account balance (in Mendocino's banking system), and if the account balance exceeds the price of the product selected, the inmate's account is charged for the amount of the purchase. If the product vends successfully, the transaction is complete. If the product does not vend successfully, the transaction is cancelled, and a credit matching the amount of the original charge, is posted to the inmate's account. Process over- another selection will require all the above steps to be repeated.

All items in the vending machine will be pre-approved by Mendocino County or Detention staff for content, price, and packaging. Vending items and pricing will not be changed without prior approval.

Commissary personnel will service/restock vending machines at least twice per week. If needed, Keefe will increase the frequency of vending unit service/restock to meet the demands of Mendocino County.



Vending Machine Specifications

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 KCM'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.

- Snack helix openings: 1 1/4" to 3 1/4"
- Candy helix openings: 3/4" to 2 7/8"
- Five trays (If three are for snacks, then two beverage trays can hold 96 twenty-ounce bottles)
- Sensit[®] patented guaranteed delivery system
- State-of-the-art electronics
- 3-year warranty for electronics and refrigeration
- 1-yr warranty all other parts
- Warranty exceptions: glass, and paint finish
- Motor coupling and home positioning
- EnergySensit[®] cost-saver
- Polyurethane foam

j. Release of inmate funds via release debit cards

Keefe Response: Keefe has read, understands, and will adhere.

Keefe currently provide and will continue to provide debit release card through its partnership with Numi Financial.

The Philosophy of Numi Financial

Requirements for traditional checking and savings accounts present certain challenges for people upon release from jail or prison. They often do not have the proper identification and or proof of address required to open an account. Furthermore, traditional banks may also conduct credit checks on potential customers utilizing companies like ChexSystems or Early Warning Systems that provide information regarding the potential customers' banking history relating to potential fraud, negative balances, accounts closed by banks, and unpaid bank fees. Numi utilizes data from the agency and technology partners to verify the cardholder's identity and instantly issue them a feature rich Mastercard product without the hurdles of opening a traditional bank account or even stepping into a branch.

Low Temp Combo





Since 2010, Numi Financial has provided innovative financial solutions for correctional agencies to support offender rehabilitation and promote facility operational efficiencies. Numi was founded on the principle that those who return to their communities with financial tools at their disposal are not only better prepared to successfully re-enter society but also less likely to recidivate. It's for this reason that Numi's solutions are purpose-built for reintegration, whether it is a former offender being released into the community or a current inmate resident participating in a work release program.

Numi's fully integrated Mastercard debit card programs allow facilities to go completely cashless for disbursements, eliminates the tremendous burden of managing money inside the facility and disbursing checks upon release. Equally as important, the offering supports inmates upon their release from a facility by giving them a secure, universally accepted, financial tool to help improve their lives upon re-entry.

General Cardholder Benefits (See Card Terms & Conditions for specific program features and pricing)	Facility/Agency Benefits
<ul style="list-style-type: none"> • The released person can immediately use the Card to access their funds 24 hours a day via any one of, or a combination, of the following: • Use cards everywhere Mastercard is accepted worldwide • 24/7 ATM access everywhere the card is accepted • Surcharge-free ATM access (applies to select programs) • Get cash back at participating Mastercard retailers • Ability to withdraw the full card balance at the teller at participating banks • Ability to fund digital wallets and cash apps like Venmo, PayPal, CashApp, etc. • FREE card balance transfer to bank account • FREE online account management • FREE program "opt out" via paper check request • FREE 24/7 US-based live multi-lingual phone support • FREE Prestige Mobile Application allows cardholder to manage their funds/account 	<ul style="list-style-type: none"> • Increase efficiency by: • Reducing inmate release processing time • Reducing accounting department costs and resources • Reducing costs, resources, and risks by eliminating checks and cash at release • Reducing calls from released offenders regarding inmate accounts • Immediate reconciliation of bank accounts • Conducting simple and clean account audits • Eliminating unclaimed property reporting • Eliminating customer service duties as Numi handles all lost, stolen, and card usage issues • Receiving automated daily transaction reports • Providing free Numi prepared financial educational materials to cardholders • Accessing a 24/7 dedicated facility support team



OFFENDER RELEASE PROGRAM

PROGRAM	BC
Cost to Agency per Card	\$0.00
Grace Period	30 Days
Monthly Maintenance Fee	\$5.95
Signature Purchase	\$0.00
PIN Purchase	\$0.00
ATM Balance Inquiry (IN)	NA
ATM Withdrawal (IN)	NA
ATM Balance Inquiry (OON)	\$1.00
ATM Withdrawal (OON)	\$2.95
Cash Advance at Bank	\$0.00
Online Account Transfer	\$0.00
Check Request	\$0.00*

★ 100% FUNDS with NO FEES

Ways Cardholders can obtain 100% of their funds without incurring any fees:

- Opt-out and request a check (processed and mailed by Numi)
- PIN Transactions at Point of Sale (POS) with cash back
- Signature transactions at POS
- Online purchases
- Cash Advance at Mastercard member banks
- Digital transfer to personal checking account (24-72 hours)



KEY TERMS:

MAINTENANCE FEE: Typically a monthly fee charged to the Cardholder to maintain their account.
GRACE PERIOD: The number of days between when a card is initially activated and when the maintenance fee is charged.

(IN) = In Network, (OON) = Out of Network

- vi. CONTRACTOR must provide explanation regarding how computer hardware and software will be provided, maintained and updated in order to run the commissary program. Use of open architecture and the latest version of a Windows-based operating system is necessary. CONTRACTOR shall be responsible for online connectivity and the associated costs. Any necessary training to COUNTY Jail and Fiscal staff will be done onsite by CONTRACTOR.

Keefe Response: Keefe has read, understands, and will adhere.

KEEFE CLOUD STAFF PORTAL APPLICATIONS

The Keefe Cloud staff and inmate portal applications support Commissary Sales, Inmate Trust Fund Accounting, and Inmate / Staff communications. Keefe's Cloud Commissary, Banking, and Communications applications are the online hosted versions of Keefe's Legacy applications. Using cloud services, facility staff access the following modules which can be set up (activated) according to facility specifications.

- **Inmate Module** (Manage, Book, Modify, and Release Inmates)
- **Banking Module** (Batches, Cash Drawers, General Ledger, Accounts Payable, Bank Reconciliation)
- **Commissary Module** (Orders, Refunds, Catalogs, Batches, Reports)
- **Communications Module** (Conversations, Grievances, Mail)
- **Access Corrections Reporting Module** (Secure Deposit, Reports, and Data Detective)
- **Edge 2 Services** (Inmate Self Service including commissary shopping, account transaction history, inmate-staff communications)



Facility users access the system through a Staff Portal at <https://keefe.cloud> using Chrome or Edge browsers on desktop computers. There is no limit of the number of users who can access the software as long as users have been granted access by the facility.

- vii. CONTRACTOR must provide a plan for all maintenance to the hardware and software systems. Response and repairs will be required within 24 hours of COUNTY notification to CONTRACTOR for any system failure.

 *Keefe Response:* Keefe has read, understands, and will adhere.

Overview

Keefe Cloud software is the industry's newest state of the art system for commissary/banking functions. The Keefe Cloud banking and commissary web-based applications represent Keefe's 3rd generation of customer facing solutions for the operation of inmate banking and commissary activities. The product is informed by over 30 years of experience in the industry, including insights from Keefe and Trinity legacy applications.

Keefe Cloud applications and infrastructure are developed and managed by Keefe IT staff. Availability is 99.95% scheduled uptime. Rolling server resets are conducted for a one-hour period the first Saturday of each month.

Development and Infrastructure

- Keefe Developers work in 5 agile teams.
- Software updates progress through multiple environments – developer - testing - staging with regression testing prior to release.
- Releases are scheduled every two weeks per team.
 - Hot fixes may be introduced outside of the regular release schedule.
- Development Operations staff and Documentation staff are embedded with the development teams to insure end-to-end support for feature development.
- Teams are directed by product owners selected from senior executives.
- Primary languages include Angular, Aurelia, MVC.
- Databases are SQL Server Enterprise 2019
- Virtualized servers are Microsoft Windows Server 2019.
- Services are SOAP/XML and RESTful.
 - Internal application architecture includes Microsoft Service Fabric
- Database, Server and Network redundancies are implemented within the primary data center through virtualization / load-balancing, and replicated in a geographically distinct data center for fail-over.
 - Security Teams work with Application Architects to insure compliance with PCI, SOC2 and CJIS

Systems Support

- Remote support is staffed 24x7, including on call staff during nights, weekends and holidays.



- Incidents opened with the 24/7 Help Desk provide the following service level
First Contact Timeframes:
Standard - 4 Hours
Escalated - 2 hours
Urgent - 1 Hour

In the event you are not satisfied with the assigned priority level or have not received a response to an inquiry within the above timeframes, you may contact the management team to escalate the issue:

Support Services Managers – escalations@keefegroup.com
or call and ask to speak with a manager.

On-Premise Equipment

Replacement parts are stocked in a central location and shipped overnight 5 days a week for prompt replacement, but if needed we have capacity to store some replacement parts at customer locations or in a forward stocking location provided by a 3rd party. Due to PCI compliance we have requirements to keep some parts in our corporate office.

Intake and Lobby Kiosks

We proactively monitor our Lobby and Intake kiosks during business hours in order to remotely diagnose and keep equipment operational. When needed we work with customers, employees, and/or 3rd party technicians to diagnose the problem and promptly repair or replace components. We have remote tools available for diagnosis and often remote repair of equipment without intervention. However, because intake kiosks are essential to agency operations, we prefer to work with 24x7 facility staff in order to assist with quick diagnosis of issues related to bill and coin acceptors, paper jams, and in some cases resetting of equipment.

Vending machines

We use a combination of customers, employees, distributors and/or 3rd part technicians to diagnose and repair vending machines. Resolution of issues can be dependent on assistance from the facility, drive times, parts, etc.

- viii. CONTRACTOR must provide a plan for collaborating in the development of electronic interfaces with Jail Management System (JMS) and the Inmate Phone System; to include an option on the kiosk for inmates to communicate with the phone provider.

Keefe Response: Keefe has read, understands, and will adhere.

Keefe has had the privilege of providing the following interfaces to Mendocino County Sheriff

- JMS – Keefe Cloud Inmate Data Services receives real time updates of Resident information from Tyler Technologies
- Phone – ICS – direct debit transfer from inmate account to Enforcer
- Phone – ICS speed dial to Keefe commissary order IVR
- Tablet – ViaPath direct debit transfer from inmate account to ViaPath Media purse



- ix. CONTRACTOR must provide a plan to supply and maintain vending machines operated by debit cards in minimum-security housing units.

Keefe Response: Keefe has read, understands, and will adhere.

Direct-Debit Vending

Keefe state of the art Direct Debit Vending solution replaces the need for all preloaded vending cards. The smart technology identifies the inmates account and allows direct access to the account balance. This allows inmates to order from the machines using real time balances without the need for vending cards.

- The inmate authenticates their identity and unique PIN at the vending machine.
 - Once verified, the inmate receives approval to vend.
 - If the inmate's product selection is approved, their account balance is verified and a charge is applied.
 - If the product vends successfully, the transaction is complete and the account is immediately debited.
 - If the product does not vend successfully, the transaction is cancelled and a credit is immediately applied to the inmate's account.
- x. CONTRACTOR must provide a plan for food inspections for wholesomeness and dated for freshness and how stale-dated items will be handled. The plan must meet all Federal, State and County requirements for providing assurance that all items are fresh and within their shelf life.

Keefe Response: Keefe has read, understands, and will adhere.

KCN manages inventory on a daily basis, with reporting structures to ensure a year's supply. Product is received and rotated for distribution on a "first in, first out" basis. All products are date coded and extensive physical inventories are conducted twice annually. KCN receives direct shipments from manufacturers to ensure product availability. We are neither a middle man nor are we reliant upon others, and in many cases, we are the major manufacturers of our products.





- xi. All software installed by CONTRACTOR shall be provided by CONTRACTOR at CONTRACTOR's expense. Updates to software will be at the CONTRACTOR's expense.

Keefe Response: Keefe has read, understands, and will adhere.

As part of the agreement, Keefe will provide and install all hardware and software at no charge to Mendocino County. Mendocino County will receive Keefe's latest software applications upon contract award. Based on requirements gathered and prioritized, Keefe's development staff will release new features to the Keefe Cloud system twice per month. All updates will be immediately available to Mendocino County. Any and all upgrades of hardware and software as well as additional training to facility staff will be provided by Keefe at no cost to the County for the life of the Agreement.

- xii. All kiosks will be provided to the COUNTY at no charge. COUNTY will be responsible for all wiring needed for kiosk installation. All hardware installed by CONTRACTOR shall remain the property of CONTRACTOR.

Keefe Response: Keefe has read, understands, and will adhere.

All cabling, switches, routers, fiber connectors, ISP services are included in Keefe's solution, and Keefe will provide, install, maintain, and replace its network infrastructure elements as required. All kiosk are provided, installed, maintained and replaced by Keefe as required.

Keefe's Cloud-based applications rely solely on an internet connection with desktop computers. No servers are required on site, and no additional software is required on users' computers. Users access Cloud applications at <https://keefe.cloud>. Browser options available to Mendocino County users include Chrome or Edge.

- xiii. CONTRACTOR will fund the initial and ongoing costs of the AEGIS New World Systems (Tyler Technology, Inc.) standard software license fee, interface and associated fees in order to keep the system running. This includes the AEGIS to commissary software interface and the Inmate Calling Solutions software interface for phone cards.

Keefe Response: Keefe has read, understands, and will adhere.

Keefe has already installed these interfaces and will continue to provide this interface including annual software maintenance costs that might occur.

- xiv. CONTRACTOR shall provide a list of all employees within the company who will be providing the services as outlined above. Each employee will have to successfully complete a COUNTY background check prior to providing any services to the COUNTY.

Keefe Response: Keefe has read, understands, and will adhere.



Resumes for the management employees who will be providing services to Mendocino County have been provided in Tab 4 – Company Experience.

Onsite employee information will be provided on award of contract.

5. CONTRACTOR shall provide debit and vending cards.

Keefe Response: Keefe has read, understands, and will adhere.

Vending Debit Cards

We are proposing an upgrade to Direct-Debit Vending, which eliminates the need for Vending Debit cards.

Debit Release Cards

Keefe currently provides and will continue to provide debit release card through its partnership with Numi Financial.

The Philosophy of Numi Financial

Requirements for traditional checking and savings accounts present certain challenges for people upon release from jail or prison. They often do not have the proper identification and or proof of address required to open an account. Furthermore, traditional banks may also conduct credit checks on potential customers utilizing companies like ChexSystems or Early Warning Systems that provide information regarding the potential customers' banking history relating to potential fraud, negative balances, accounts closed by banks, and unpaid bank fees. Numi utilizes data from the agency and technology partners to verify the cardholder's identity and instantly issue them a feature rich Mastercard product without the hurdles of opening a traditional bank account or even stepping into a branch.



Since 2010, Numi Financial has provided innovative financial solutions for correctional agencies to support offender rehabilitation and promote facility operational efficiencies. Numi was founded on the principle that those who return to their communities with financial tools at their disposal are not only better prepared to successfully re-enter society but also less likely to recidivate. It's for this reason that Numi's solutions are purpose-built for reintegration, whether it is a former offender being released into the community or a current inmate resident participating in a work release program.

Numi's fully integrated Mastercard debit card programs allow facilities to go completely cashless for disbursements, eliminates the tremendous burden of managing money inside the facility and disbursing checks upon release. Equally as important, the offering supports inmates upon their release from a facility by giving them a secure, universally accepted, financial tool to help improve their lives upon re-entry.

Key features and operational characteristics of the Numi Card for CARDHOLDERS:

Immediate Use	The cards are ready for use upon issuance.
Universal Acceptance	The Numi Card is a prepaid Mastercard accepted by every retailer that accepts Mastercard.



Cash Back Capability	When making a purchase the cardholder can also obtain cash from all participating Mastercard merchant locations.
ATM Access	The cardholder can access their funds on their prepaid Mastercard debit card at every Mastercard accepting ATM in the world. (NOTE: ATM surcharge fees are often imposed by the ATM owner. In such cases, those fees would apply.)
ATM Deployment	Numi can make arrangements to have a MoneyPass® ATM installed at the facility, making it very convenient for released inmates to use their cards for the first time before leaving the facility.
End-User Education	<p>Numi makes informational posters and other printed bilingual materials available at no charge. Numi also works with corrections technology providers to have inmate-facing training videos and educational materials available on tablets and in-pod kiosks (where available).</p> 
Card Personalization	<p>The Numi Card solution is upgradeable to a personalized card with the cardholder's name embossed. This card has many features and benefits as well as low fees that are competitive with prepaid cards that are sold at major retailers nationwide.</p>  <ul style="list-style-type: none">● Unlimited purchase transactions (up to the value stored on the card)● Direct deposit paychecks or government benefits● Remote check deposit● Mobile banking via mobile app● Bill pay



JMS and Inmate Trust Integration	The Numi Card solution works seamlessly with full integration to the jail management systems (JMS) and Keefe's banking inmate trust fund management software. Once the integration has been set up, a facility administrator can effortlessly load the remaining balance of an inmate's trust account onto the Numi Card. The easy-to-use interface speeds up the card issuance process and significantly reduces the likelihood of input errors.
Custom Integration	Numi has a standard API and will work with any software/banking provider, including unique stand-alone systems, to facilitate an integrated solution.
Zero-Integration Option	For those facilities that are unable to host an integrated solution, Numi offers a user-friendly virtual terminal for the activation, registration, and issuance of cards. The Numi Portal is a one-stop location to load and manage cards as well as retrieve reports and request marketing materials.

6. CONTRACTOR shall provide a transition plan and include a roll-out schedule.

Keefe Response: Keefe has read, understands, and will adhere.

As the current provider, no implementation will be necessary; however our sample implementation plan is provided below.

Calendar Day		Milestone	Participants		
Begin	End		Keefe	Mendocino County	Other Providers
7	22	Design Specifications Detailed interface, infrastructure & network (if applicable), financial, and user authorization specs with projected timelines. Present prototype Accounting System with configurable attributes set per Client specs	X	X	X
14	28	Provisioning Procure equipment, network and electrical cabling; deliver/ configure equipment and network/infrastructure	X		
23	40	Develop Interface Code, test and complete interfaces	X	X	X
30	35	Data Migration Sample data migration & presentation	X	X	X
40	48	Installation Operational system pending final test	X		X
48	55	System Testing End to end testing of transactions, interfaces, services Fully functional system; confirm 'go-live' date	X	X	X



55	58	Staff Training - End user & administrator Completed training & guides published	X	X	X
58	58	Inmate Training - Tablet or phone ordering use Completed training & guides published	X	X	X
45	58	Public Training Training & marketing materials finalized and distributed	X	X	
59	60	Data Migration/Hardware Install - Introduce all services; activate and use all components	X	X	X

Reports

7. CONTRACTOR shall provide a plan for delivering a complete audit trail of all transactions on a monthly basis to COUNTY and provide COUNTY access to run custom reports as needed.

Keefe Response: Keefe has read, understands, and will adhere.

The Keefe Cloud General Ledger anchors Keefe's entire accounting solution. The solution includes a user defined Chart of Accounts, direct entry and automated entry for an unlimited number of user-definable transaction types all of which adhere to dual entry accounting principles.

A complete audit trail of all Mendocino County transactions is always permanently stored in the system. Data stored with all transactions will include Mendocino's 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.

The Keefe Cloud General Ledger also serves as an entry point for browsing and searching and is organized according to GAAP principles. Keefe Cloud features standard and custom reporting, a dynamic online audit trail for all transactions included but not limited to:

- Transaction History Review, Hot links to associated accounts and transactions.
- Printable Audit Trail Report for any transaction.

8. CONTRACTOR shall provide a plan for reports pertaining to all transactions and revenue share on a monthly basis or by online access.

Keefe Response: Keefe has read, understands, and will adhere.



Keefe Cloud features standard and custom reporting, a dynamic online audit trail for all transactions included but not limited to:

- Transaction History Review, Hot links to associated accounts and transactions.
- Printable Audit Trail Report for any transaction.

9. CONTRACTOR shall provide a card-load summary report on monthly basis.

Keefe Response: Keefe has read, understands, and will adhere.

Numi will provide a card-load summary report daily. This report will also be available on Numi's online customer portal that is available 24/7/365.

B. Deposit Banking System

1. CONTRACTOR shall provide a plan for a system of accepting cash, debit cards or credit cards for the purpose of inmate trust fund deposits through a deposit kiosk and deposit website and phone service for remote deposits.

Keefe Response: Keefe has read, understands, and will adhere.

Keefe's deposit service division Access Corrections currently and will continue to provide an online deposit system. The deposit system will also include the capability to make a deposit phone and lobby kiosk.

Access Corrections Deposits & Payments™ Overview

Access Corrections, established in 2007, provides comprehensive, end-to-end money management solutions that help the broad range of corrections audiences – offenders, their loved ones and the agencies serving those constituents – move and manage money throughout the criminal justice continuum. From arrestee intake to inmate discharge, our automated services provide users easy,



convenient, safe ways to make trust fund deposits, post bail and make parole, probation and court-ordered payments. Agencies can expand payment methods, improve collections, reduce cash management risk and increase productivity.

Access Corrections currently processes millions of transactions per year for more than 600 state and county agencies and eighteen (18) state department of corrections. We are the only one-stop-shop provider able to offer such a holistic suite of payment technologies.

Key Features:

1. Access Corrections offers a comprehensive suite of hardware and software solutions designed to support and automate money management processes throughout an offender's incarceration – including intake funds, trust fund deposits, payments and release cards.



2. We offer most of these services at no cost to the agency.
3. As a payment provider, we make it easy and convenient for arrestees and their loved ones to complete a variety of automated, digital transactions, including trust fund deposits, bail payments and parole/probation/court-ordered payments. The service features flexible transaction methods – online, mobile app, toll-free telephone or in person.
4. Every program is customized to the agency's specific needs and is supported by a dedicated team of account representatives and technicians.

DEPOSIT & PAYMENT TRANSACTION METHODS

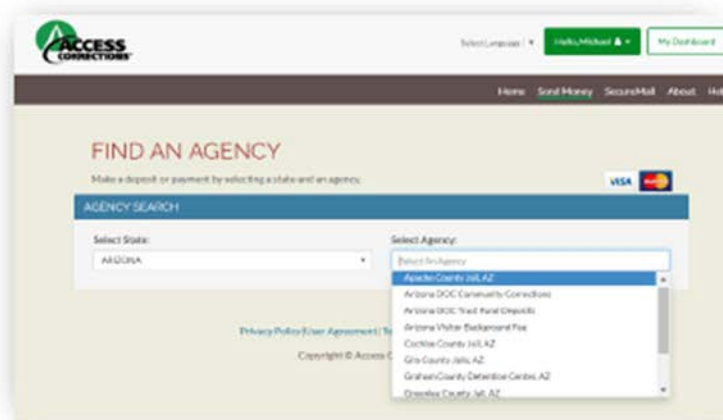
www.accesscorrections.com

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.

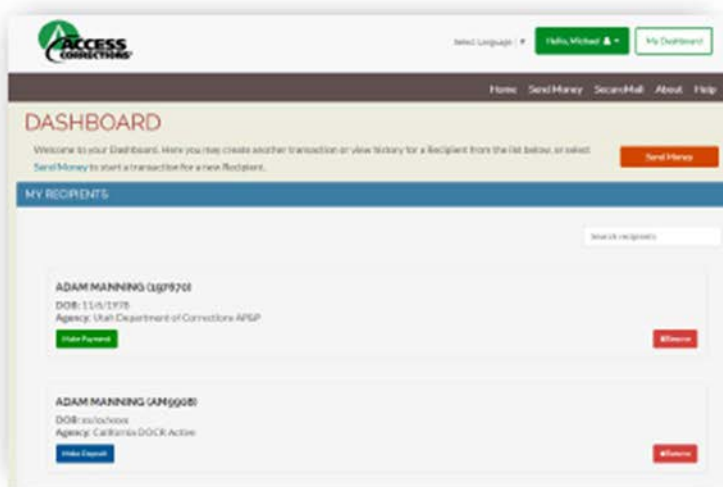




Adding a Recipient to my Dashboard



My Dashboard



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.

All the features of AccessCorrections.com are now available in a user-friendly app that goes anywhere you do. Use it to set up an account, manage and review your information, make deposits and payments, and more.



Features:

- Create and manage an Access Corrections account
- Search for an agency and inmate
- Send money using your Visa or MasterCard
- See your past transactions
- Get instant help through Live Chat



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.

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.



2. CONTRACTOR shall provide a plan for onsite training for the deposit system for all Sheriff's Office Jail and Fiscal staff.

Keefe Response: Keefe has read, understands, and will adhere.

Keefe is the current provider for banking and deposit services for Mendocino County. Keefe Financial Implementation Analysts perform Annual Reviews and will be able to provide training during that time. Keefe will provide any additional training that is requested and scheduled for a greater understanding of the deposit, banking and commissary software programs during the entire timeline of the contract for the Sheriff's Office Jail and Fiscal Staff.

3. CONTRACTOR shall provide a plan for maintenance of the kiosks. Response and repairs will be required to be within 24 hours of COUNTY notification to CONTRACTOR for any system failure. Maintenance of the kiosks shall be performed at CONTRACTOR's expense.

Keefe Response: Keefe has read, understands, and will adhere.

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:

- Sending/Ordering/Processing Commissary
- Deposit Services – anything preventing deposit transactions from being applied onto the resident financial account
- Lobby Kiosks – hardware issues preventing family/friends from depositing funds onto the resident financial account
- Inmate phone time availability
- Direct Link Trust – anything preventing resident outbound calls
- Inmate Booking
- Inmate Release
- Facility server/hardware offline, database failure
- 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:

- Billing issues related to commissary sales/refunds
- Non-critical resident account related issues
- 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 include:



- 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 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:

- a. KCNHelpdesk@keefegroup.com - The Support Services email is actively monitored Monday through Friday, 8am – 5pm CST 2)
- b. 1.800.864.5986 - Our toll free phone number is available 24 / 7:
 - During business hours, Analysts are available to assist customers Monday - Friday, 6am – 7pm CST.
 - On weekends, and outside of 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: If you are unable to reach the Analyst assigned to your case, you are not contacted in the defined timeframes, or need to escalate the situation, please send an email to Support Services escalation at escalations@keefegroup.com. A member of 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 – All incoming incidents for Keefe and Trinity phones and email submissions:
Earnest Muex (earnest.muex@keefegroup.com) – IT Manager, Tier 1 support team

Tier 2 Support

- Servers, client workstations, printers, scanners, vending machines, inmate edge kiosks, network/communication, etc.
Ryan Lurk (rlurk@keefegroup.com) - IT Manager, Hardware/Infrastructure support team
- Deposit services, email, release, media
Rob Sanders (rsanders@keefegroup.com) - IT Manager, Inmate Enablement support team



- Processing orders/refunds, various interfaces, inmate edge kiosk software, TEX, etc.
Justin Perry (juperry@keefegroup.com) - IT Manager, Commissary/Integration support team
- Software, hardware, inmate POD kiosks, various integrations, etc.
Christina Stuckey (christina.stuckey@trinityservicesgroup.com) – IT Manager, Cobra Banker/Canteen Manager
- Daily work flows, cash drawers, balancing, bank reconciliations, etc.
Hannah Wickers (hwickers@keefegroup.com) - Financial Services Manager, Customer Accounting support team

Senior Management

- Dan Delmore - Senior IT Manager for the Support Services Management Team
ddelmore@keefegroup.com
- Tricia Boucher - IT Director for the Support Services Management Team
tboucher@keefegroup.com

4. CONTRACTOR shall provide a plan for the secure collection, transportation and deposit of funds at CONTRACTOR's expense from the deposit system.

Keefe Response: Keefe has read, understands, and will adhere.

Keefe will use a national wide provider armored car company to collect the funds deposited into the kiosk and bring to bank. Keefe also has an internal dedicated armored car cash analyst team that monitors daily deposits of kiosk and determines cash pickups frequency.

For the cash collection process:

1. The armored car company will arrive on site and if require, will disarm in designated disarming area.
2. The armored car company will unlock machine and remove cash from kiosk.
3. After removing all funds, the armored car company will print off a receipt detailing all denominations and total amount of funds that will reconcile or "zero out machine".
4. After printing receipt, printer papers levels are reviewed to determine if replacement roll is needed.
5. Software diagnostics are run from the machine to determine functionality.
6. If kiosk is determined 100% functional, the machine will be locked up and the armored car company will leave jail premises.



7. The armored car company will make deposit of cash and coins at bank.

5. CONTRACTOR shall provide a plan to maintain a method of replenishing debit cards.

Keefe Response: Keefe has read, understands, and will adhere.

Numi's system provides an automated order fulfill system. This system tracks the total number of cards distributed daily and remaining unused cards. The system will recognize and execute an order of cards if card inventory of unused cards is lower than preestablished threshold. This entire automated system is managed by Numi and requires no work from the County.

C. CONTRACTOR shall provide the names of subcontractors to COUNTY for the following:

1. Software and hardware solutions for the Corrections finance system.

Keefe Response: Keefe has read, understands, and will adhere.

Keefe employs its own software engineers to design and create the Keefe Cloud software applications. As such, all of its applications are owned, packaged, warranted, maintained, and licensed by Keefe.

2. Debit card solution for releasing funds when inmates are released from custody.

Keefe Response: Keefe has read, understands, and will adhere.

Debit Card Solution will be provided by:

Store Value Card dba Numi Financial
1901 Camino Vida Roble, 100
Carlsbad, CA 92008
Jeff Olson
941-928-9229
jolsen@numifinancial.com

3. Secure transportation of funds collected from COUNTY to the bank.

Keefe Response: Keefe has read, understands, and will adhere.

Cash pickup /Secure transportation of funds will be provided by:

Brinks US
555 Dividend Dr
Coppell, TX 75019
Nicholas Kalynych
904-446-0572
Nicholas.Kalynych@brinks.com



D. Payment Terms

1. Inmate Commissary Services

- i. CONTRACTOR shall provide their rate of commission and percent of net sales to be paid to COUNTY on a weekly basis. Net sales are gross sales less applicable sales tax included in selling price. The commission will be paid on inmate commissary orders, online-based orders and vending machine sales. No commission will be paid on stamps or any items sold at cost.

Keefe Response: Keefe has read, understands, and will adhere. Per Addendum 3, payments will be made on a monthly basis. .

Commission on all commissionable sales, for the proposed menu included with this offer. Non-commissionable sales (i.e. postage, tax) are not included. We will pay commission by invoicing the full sales amount less commission, as follows.

- Commissary and Secuepak Packages: 33%
- Inmate Vending: 33%
- Access Deposits: \$0.25 per transaction

Our Proposed Commissary Menu with pricing follows this page.

- ii. CONTRACTOR shall invoice COUNTY on a weekly basis based on the total cost of all commissary orders, vending sales and online orders. The balance due will be the amount owed to CONTRACTOR. COUNTY will make payments on a weekly basis from the account maintained by COUNTY containing funds deposited by inmates.

Keefe Response: Keefe has read, understands, and will adhere.

Per Amendment 3, invoicing and payments are to be made monthly.

- iii. CONTRACTOR will be responsible for paying all Federal, State and local taxes associated with the operation of the inmate commissary services.

Keefe Response: Keefe has read, understands, and will adhere.

**ATTACHMENT 2
INTAKE KIOSK CASH HANDLING**

1. **SERVICES:** Contractor will provide kiosk(s) money handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Contractor or such other methods ("Transactions") for crediting account balances held by County on behalf of the recipients of funds (the "Services"). Contractor provides the Services in its capacity as a licensed money services business. Contractor represents and warrants to County that Contractor is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations. For purposes of this Agreement the following terms shall apply as follows. Lobby Kiosk refers to a kiosk(s) in which an inmate's family and friends may conduct deposits to the inmate trust account and Intake Kiosk refers to a kiosk used for booking purposes by the facility, to accept deposits from the inmate to accept funds on their person upon their booking (hereinafter referred to individually as "Lobby Kiosk" and as "Intake Kiosk", and collectively as "Kiosks").

2. **AUTHORIZATION:** County authorizes Contractor to act on its behalf in handling monies and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing, and settlement to County for the benefit of designated recipients.

3. **RESPONSIBILITIES OF CONTRACTOR:**
 - a. Contractor will receive payments from the public, directed to recipients by way of the Services.
 - b. Contractor will transfer payment files to County on a daily basis. Contractor will deliver payments to County by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("EFT") to County's designated bank account; provided, however, Contractor, in its sole discretion, reserves the right to delay its acceptance of any transaction that Contractor determines to be suspicious and warrants further investigation. County acknowledges and agrees that Contractor may reject, terminate, or cancel any proposed transaction should Contractor determine the transaction is being made for an improper or illegal purpose.
 - c. Contractor will provide County with daily payment information by way of the Contractor County interface.
 - d. Contractor will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Contractor's failure to timely transmit any payment to County.
 - e. Contractor will provide sufficient promotional material to be posted by County.

- f. Contractor will provide all labor necessary for and will guarantee the workmanship of the installation of a kiosk.
- g. Contractor, upon receipt of written notice from County, shall place limitations on transactions. The limitations will be implemented by Contractor as soon as is reasonably practicable.
- h. Contractor may contract with a third-party service provider to remove monies from kiosks, to replace receipt paper and other similar administrative tasks.
- i. Contractor will secure kiosks(s) in designated spaces(s).
- j. Contractor will provide County with a copy of the current instructional guidance, Statement of Procedures (SOP), as applicable per the money handling method selected in Appendix A.
- k. If applicable Contractor will provide the following additional functions as selected below:
 - Install network drop for kiosk(s)
 - Install electrical outlet(s) for kiosk(s)
 - Install Internet Service Provider (ISP)

Contractor Initial: _____

4. RESPONSIBILITIES OF COUNTY:

- a. County will provide Contractor with the required bank account information for transmission of an EFT. County agrees to notify Contractor, in writing, giving fourteen (14) days' notice of any changes to the bank account information.
- b. County will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Contractor, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Contractor and any incorrect payments. At Contractor's sole option and in lieu of the foregoing, Contractor may offset any such overpayments from future payment amounts transmitted by Contractor to County and notify County of any such offset.
- c. Upon implementation of the Services, County agrees that it will not accept payments designated for recipient accounts. County will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
- d. County will promptly report receipt of each payment to the designated account or recipient in accordance with the County's policy.
- e. County agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit and/or its negligence in the performance of its duties hereunder.

- f. County agrees that Contractor may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.
- g. County will follow money handling terms outlined SOP as applicable.
- h. If applicable County will provide the following functions for use of kiosk as selected below:
 - Install network drop for kiosk(s)
 - Install electrical outlet(s) for kiosk(s)
 - Install Internet Service Provider (ISP)

County Initial: _____

- i. County agrees to perform all applicable responsibilities outlined in this Agreement and the SOP timely; including but not limited to providing the armored car messenger access to the kiosk(s) to conduct the money removal or providing the designated provider with the prepared tamper proof bag within no more than fifteen (15) minutes upon their arrival.
 - j. County will assist Contractor with the recovery of funds from recipient accounts for any chargebacks that are ultimately not reversed by the card processor.
5. **RATES:** The Services shall be provided at no cost to County. Contractor shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the County acknowledges may be amended by Contractor in its sole discretion from time to time.
6. **EXCLUSIVITY:** Contractor has the exclusive right to provide the Services for the County and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Contractor.
7. **REFUNDS/CHARGEBACKS:**
- a. The Parties acknowledge that once Contractor accepts a transaction submitted to the applicable payment network or otherwise for processing, Contractor cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Contractor are non-refundable to the individual by Contractor. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
 - b. In the case of chargebacks or returned funds, Contractor will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Contractor's sole discretion. Upon written request from Contractor, County agrees to provide requested information needed to pursue the chargeback.

- c. If an individual requests a refund, Contractor will not be responsible for making those funds available if they have been already settled to a designated account by Contractor or are beyond Contractor's control.
- d. If County and sender of funds issue inconsistent instructions or requests to Contractor, County's instructions will control and County will reimburse, defend, indemnify, and hold Contractor harmless from any and all losses, costs, and expenses (including reasonable attorneys' fees) as a result of complying with County's instructions.

EXHIBIT B

PAYMENT TERMS

Contractor will be the exclusive provider for Services provided under this Agreement.

CONTRACTOR shall invoice COUNTY on a monthly basis for all commissary items purchased. COUNTY shall pay such invoices in accordance with CONTRACTOR's standard credit terms (Net 30 days).

1. **COMMISSION:** CONTRACTOR will pay a commission of 33% of net sales to COUNTY and \$0.25 for each Access Deposit transaction. Net sales are gross sales less applicable sales tax included in the selling price. The commission will be paid on inmate commissary orders, SecurePak packages and vending machine sales. No commission will be paid on stamps, phone cards, phone time, tablet time, indigent items or any items sold at cost. In the event that the inmate's available trust account funds are inhibited in any way by a change in policy or law, the commission paid to COUNTY shall be reduced accordingly by CONTRACTOR after negotiation with COUNTY.
2. **COMMISSARY PAYMENT PROCESS:** CONTRACTOR will invoice COUNTY on a monthly basis based on the total cost of all commissary orders, vending sales and online orders. The balance due will be the amount owed to CONTRACTOR. COUNTY will process payments on a monthly basis from the account maintained by COUNTY containing funds deposited by inmates.

CONTRACTOR will be responsible for paying all Federal, State and local taxes associated with the operation of the inmate commissary services.

3. **DEPOSIT BANKING SYSTEM:**

The fee schedule for online, phone, credit at kiosks and cash at kiosks shall be as follows:

Gross Amount Deposited	Web/Mobile App	Phone	Credit/Debit at Lobby Kiosk	Cash at Lobby Kiosk
\$0.01 - \$19.99	\$4.95	\$6.95	\$4.95	\$4.00
\$20.00 - \$99.99	\$7.95	\$9.95	\$7.95	\$4.00
\$100.00 - \$199.99	\$9.95	\$11.95	\$9.95	\$4.00
\$200.00 - \$300.00	\$11.95	\$13.95	\$11.95	\$4.00

The plan for management of funds, including all kiosks, shall be as follows:

- a. Funds post to the inmates accounts within the hour of deposit, but typically will post within 10 minutes.
- b. Lobby Kiosk cash will be picked up on a schedule of once every two weeks.

- c. Intake Kiosk cash will be picked up on a schedule of once per week. CONTRACTOR shall adhere to the inmate debit release-from-custody card system that is currently in place.
4. CONTRACTOR will provide cash handling services and payment processing services for payments made through kiosks, online websites and/or mobile sites, call centers or applications operated by CONTRACTOR or such other methods ("Transactions") for crediting account balances held by COUNTY on behalf of the recipients of funds ("Services"). CONTRACTOR provides the Services in its capacity as a licensed money services business. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
5. COUNTY authorizes CONTRACTOR to act on its behalf in handling cash and to submit transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to COUNTY for the benefit of designated recipients.
6. RESPONSIBILITIES OF CONTRACTOR:
 - a. CONTRACTOR will receive payments from the public, directed to the recipients by way of the Services.
 - b. CONTRACTOR will transfer payment files to COUNTY on a daily basis. CONTRACTOR will deliver payments to COUNTY by the second business day following, but not including, the day of the transaction by means of an electronic funds transfer ("EFT") to COUNTY's designated bank account, provided, however, CONTRACTOR, in its sole discretion, reverses the right to delay its acceptance of any transaction that CONTRACTOR determines to be suspicious and warrants further investigation. COUNTY acknowledges and agrees that CONTRACTOR may reject, terminate or cancel any proposed transaction should CONTRACTOR determine the transaction is being made for an improper or illegal purpose.
 - c. CONTRACTOR will provide to COUNTY daily payment information by way of the CONTRACTOR/COUNTY interface.
 - d. CONTRACTOR will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of CONTRACTOR's failure to timely transmit any payment to COUNTY.
 - e. CONTRACTOR, upon receipt of written notice from COUNTY, shall place limitations on transactions. The limitations will be implemented by CONTRACTOR as soon as is reasonably practicable.

- f. CONTRACTOR may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
7. RESPONSIBILITIES OF COUNTY:
- a. COUNTY agrees to notify CONTRACTOR, in writing, giving 14-days' notice of any changes to bank account information.
 - b. COUNTY will, upon receipt of written documentation of overpayment, promptly, but in no event more than 10 business days, refund any overpayment made by CONTRACTOR, for any reason. This will include, but not be limited to, duplicate payments, payments refunded to COUNTY by CONTRACTOR and any incorrect payments. At CONTRACTOR's sole option and in lieu of the foregoing, CONTRACTOR may offset any such overpayments from future payment amounts transmitted by CONTRACTOR to COUNTY and notify COUNTY of any such offset.
 - c. COUNTY will promptly report receipt of each payment to the designated account or recipient in accordance with the COUNTY's policy.
 - d. COUNTY agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit B and/or its negligence in the performance of its duties hereunder.
 - e. COUNTY agrees that CONTRACTOR may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.
8. CONTRACTOR's Services shall be provided at no cost to COUNTY. CONTRACTOR shall charge persons initiating a transaction a service fee in accordance with its rate schedule which the COUNTY acknowledges may be amended by CONTRACTOR in its sole discretion from time to time.
9. Both Parties acknowledge that once CONTRACTOR accepts a transaction submitted to the applicable payment network or otherwise for processing, CONTRACTOR cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by CONTRACTOR are non-refundable to the individual by CONTRACTOR. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
10. In the case of chargebacks or returned funds, CONTRACTOR will be responsible for pursuing the chargeback through the associated card's dispute resolution processes, if appropriate in CONTRACTOR's sole discretion. Upon written

request from CONTRACTOR, COUNTY agrees to provide requested information needed to pursue the chargeback.

11. If an individual requests a refund, CONTRACTOR will not be responsible for making those funds available if they have already been settled to a designated account by CONTRACTOR or are beyond CONTRACTOR's control.
12. If COUNTY and sender of funds issue inconsistent instructions or requests to CONTRACTOR, COUNTY's instructions will control and COUNTY will reimburse, defend, indemnify and hold CONTRACTOR harmless from any and all losses, costs and expenses (including reasonable attorney's fees) as a result of complying with COUNTY's instructions.
13. INMATE RELEASE CARD PROGRAM FEES

Program	Charge
Cost to Agency per Card	\$0.00
Grace Period	30 Days
Monthly Maintenance Fee	\$5.95
Signature Purchase	\$0.00
PIN Purchase	\$0.00
ATM Balance Inquiry (IN)	N/A
ATM Withdrawal (IN)	N/A
ATM Balance Inquiry (OON)	\$1.00
ATM Withdrawal (OON)	\$2.95
Cash Advance at Bank	\$0.00
Online Account Transfer	\$0.00
Check Request	\$0.00

14. CONTRACTOR shall submit invoices addressed to:

Mendocino County Sheriff's Office
951 Low Gap Road
Ukiah, CA 95482
Attn: Fiscal Unit
or via email to: accounting@mendocinosheriff.org

Payments under this Agreement shall not exceed One Million Fifty Thousand Dollars (\$1,050,000) for the initial three-year term of this Agreement (\$350,000 annually).

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, Contractor's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D

MENDOCINO COUNTY EPAYABLES INFORMATION

The County of Mendocino is currently making credit card payments to all of our vendors and suppliers who qualify. To qualify, vendors need to currently accept credit card payments. To achieve this more efficient form of payment, the County has partnered with Bank of America and their ePayables credit card program. This electronic initiative will yield many benefits to its participants:

- Expedited receipt of cash – electronic credit card payments provide cash flow benefits by eliminating mail and paper check float
- Elimination of check processing costs
- Remittance data transmitted with payment for more efficient back-end reconciliation
- No collection costs associated with lost or misplaced checks
- Reduced exposure to check fraud
- More efficient handling of exception items
- Fits with existing accounting software – requires no purchase of software, no modifications to existing accounts receivable system and no change to bank accounts.
- Going green with paperless electronic credit card payments help conserve the environment by eliminating printing and mailing of paper checks.

For information regarding the payment process, please email Auditorap@mendocinocounty.org.


Additional information regarding the Bank of America Program is also available at:

http://corp.bankofamerica.com/business/ci/landing/epayables-vendors?cm_mmc=sb-general--vanity--sg01vn000r_epayablesvendors--na

Appendix A
CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS
LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 **Federal Register** (pages 19160-19211).

- (1) The primary principal certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment tendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsifications or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the primary principal is unable to certify to any of the statements in this certification, such principal shall attach an explanation.

John Puricelli	Keefe Commissary Network, LLC
(Type Name)	(Organization Name)
Executive Vice President	10880 Linpage Place St. Louis, MO 63132
(Title)	(Organization Address)
	10/27/2023
(Signature)	(Date)