



Contract Review Sheet

SO-2950-19 (1)

Contract for Services #: SO-2950-19 Amendment #: 1

Contact: Bethany Johnston Department: Sheriff's Office

Phone #: 503-589-3261 Date Sent: Wednesday, February 28, 2024

Title: Commissary Services and Inmate Trust Fund Management

Contractor's Name: Keefe Commissary Network, LLC

Term - Date From: August 1, 2019 Expires: June 30, 2026

Original Contract Amount: \$ 711,070.00 Previous Amendments Amount: \$ 355,535.00

Current Amendment: \$ - New Contract Total: \$ 1,066,605.00 Amd% 50%

Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

Source Selection Method: 20-0260 Request for Proposal RFP# SO562-19

Description of Services or Grant Award

Keefe Commissary is responsible to conduct and administer the commissary program including managing the Inmate Trust Fund. They provide Adults in custody with access to commissary items. Amendment #1 will add term extension for 2 years and add \$355,535.00 to the contract. The contract will pay County 23% on all commissionable sales. The estimated commission is \$142,214.00 each year based off commission received over the past year.

Desired BOC Session Date: 3/27/2024 Files submitted in CMS for Approval: 3/6/2024

Agenda Planning Date: 3/14/2024 Printed packets due in Finance: 3/12/2024

Management Update: 3/12/2024 BOC upload / Board Session email: 3/13/2024

BOC Session Presenter(s): _____

FOR FINANCE USE

Date Finance Received: _____ Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS

Finance - Contracts Date

Contract Specialist Date

Legal Counsel Date

Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: _____

Department: _____

Title:

Management Update/Work Session Date: _____ Audio/Visual aids

Time Required: _____ Contact: _____ Phone: _____

Requested Action:

Issue, Description & Background:

Financial Impacts:

Impacts to Department & External Agencies:

List of attachments:

Presenter:

Department Head Signature: 



Marion County
OREGON

AMENDMENT 1 to SO-2950-19
the CONTRACT FOR SERVICES
between

MARION COUNTY and KEEFE COMMISSARY NETWORK, LLC

This Amendment No. 1 to the Contract for Services (as amended from time to time, the “Contract”), dated August 01, 2019, between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Keefe Commissary Network, LLC, hereafter called Contractor.

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strikethrough~~):

1. TERM. This Contract is effective on August 1, 2019, and expires on June 30, 2026, ~~June 30, 2024~~. The parties may extend the terms of this Contract provided that the total Contract term does not extend beyond June 30, 2026.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties, and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: DocuSigned by:
Jay Bergman 3/12/2024
A8360599C95D420...

Department Director or designee Date

Authorized Signature: DocuSigned by:
Jan Fritz 3/12/2024
1E984034585E453

Chief Administrative Officer Date

Reviewed by Signature: DocuSigned by:
Scott Norris 3/12/2024
60C98A6E708240B

Marion County Legal Counsel Date

Reviewed by Signature: DocuSigned by:
Jeff D White 3/12/2024
D1FCCAACCD814CB...

Marion County Contracts & Procurement Date

KEEFE COMMISSARY NETWORK, LLC SIGNATURE

Authorized Signature: _____

Date

Title: _____

**MARION COUNTY
CONTRACT FOR SERVICES**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Keefe Commissary Network, LLC., a corporation, hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM. This Contract is effective on August 1, 2019 and expires on June 30, 2024. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond June 30, 2026.

2. AGREEMENT OF DOCUMENTS, ORDER OF PRECEDENCE. This Agreement consists of the following documents: This agreement without exhibits, Exhibit A (Scope of Work), Exhibit B (Marion County Request for Proposal C25102-SO562-19), and Exhibit C (the proposal submitted Keefe Commissary Network, LLC.). In the event of a conflict between two or more of the documents comprising this Agreement, the documents shall be given the following precedence: This agreement without exhibits, Exhibit A, Exhibit B, and Exhibit C.

3. CONSIDERATION.

A. Contractor will provide all necessary equipment, software, supplies, support, warranties, and training necessary for the performance of the Work as described in Exhibit A. The equipment, software, supplies, support, warranties, and training described in Exhibit A shall be provided by Contractor at no cost to County.

B. Contractor will pay to the County 23% (twenty-three percent) on all commissionable sales for commissary sales. Non-commissionable sales (postage, tax, indigent items/kits, phone and tablet time) are not included. Contractor will pay commission by invoicing the full sales amount less commission. Contractor will make payment by the 15th day of the month for commissionable sales made in the previous month.

4. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract.

Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this

state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- a. Termination of this Contract, in whole or in part;
- b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
- c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS. Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION. This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. WORKERS COMPENSATION. All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

Required by County Not required by County.

- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (*\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury*).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:
 Keefe Commissary Network, LLC.
 Attn: Terry Schroeder
 13369 Valley Boulevard
 Fontana, CA 92335

To County:
 Procurement & Contracts Manager
 555 Court Street NE, Suite 5232
 P.O. Box 14500
 Salem, Oregon 97309

Copy to:
 Marion County Sheriff's Office
 Attn: Contract Specialist
 P.O. Box 14500
 Salem, Oregon 97309
 (503) 589-3261
cpeterson@co.marion.or.us

25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

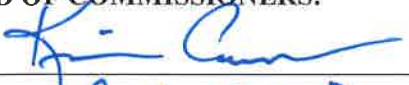
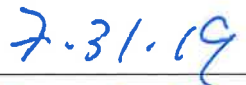



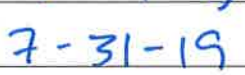
26. SEVERABILITY. If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.


27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
 - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
 - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
 - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any property, including but not limited to real property, personal property, and intellectual property granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

	
Chair	Date
	
Commissioner	Date
	
Commissioner	Date

Authorized Signature:  7.15.19
Sheriff or Undersheriff Date
Authorized Signature:  7/31/19
Chief Administrative Officer Date
Reviewed by Signature:  7/19/19
Marion County Legal Counsel Date
Reviewed by Signature:  7.17.19
Marion County Contracts & Procurement Date

KEEFE COMMISSARY NETWORK, LLC. SIGNATURE

Authorized Signature: _____ Date _____

Title: _____

**EXHIBIT A
STATEMENT OF WORK**

I. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. GENERAL INFORMATION. Pursuant to Marion County Request for Proposal C25102-SO562-19 (incorporated herein by reference and attached as Exhibit B to this Agreement) and to the proposal submitted Keefe Commissary Network, LLC. (incorporated herein by reference and attached as Exhibit C to this Agreement), Keefe Commissary Network, LLC. (Contractor) will provide the following services to Marion County (County).

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

1. *INMATE COMMISSARY SERVICES*

a. *Commissary*

The Jail operates 365 days per year and serves approximately 16,000 inmates annually. The current Commissary program provides commissary and trust fund services for inmates being lodged and released in the jail and transition center.

Contractor shall be responsible for the conduct and administration of the Commissary program and shall supervise the operations in such manner that will ensure compliance with the rules and regulations of County, the Oregon Jail Standards (OJS), as well as American Correctional Association (ACA), and state and federal correctional Commissary and Trust Fund standards.

The inmate commissary services shall be cost effective and self-supporting. Contractor shall work with the County to ensure a financially sound and well-run operation.

Contractor shall provide Commissary services that meet the following minimum specifications:

Commissary Items:

- i. Contractor shall adhere to the written commissary plan found at Page 5, Section 1(a), of Exhibit C.
- ii. All items listed on the Commissary Menu found between pages 43-44 of Exhibit C must be available on a daily basis to avoid the inmate's desire to stockpile.
- iii. Sell inmate phone cards, through agreement with current Inmate Phone service provider. Cards must be available via commissary sales. Inmates must have the ability to transfer commissary funds to phone account.
- iv. Paperless commissary system for ordering items, (ie. kiosks, etc.)
- v. Contractor shall provide items for sale through the commissary at the prices specified in the Commissary Menu found between pages 43-44 of Exhibit C. Pricing changes shall require approval by the Jail Operations Lieutenant.
- vi. All commissary, vending, or other items provided to inmates are subject to approval by Marion County Sheriff's Office Management staff.
- vii. Contractor shall adhere to Contractor's pricelist and Proposed Commissary Menu, found

between pages 43-44 of Exhibit C.

- viii. Contractor shall adhere to the plan to provide commissary items without the use of automated vending transactions in the event that vending machines or kiosks are out of commission found at Page 13, Section 1(j), of Exhibit C.
- ix. Contractor shall adhere to the delivery systems described on Page 14, Section 1(k), of Exhibit C.
- x. Contractor shall adhere to the plan to provide commissary items that cannot be vended, including a plan for inmates without access to vending machines, described at Page 15, Section 1(l), of Exhibit C.
- xi. Monthly Commission Payments. The commission percentage to be paid to the County will be computed on gross sales prior to any expenses being deducted by the Proposer.

Reporting Requirements:

- i. Weekly report on sales and commissions.
- ii. Weekly accounting and documentation of commissary items for each inmate's account

Restrictions:

- i. Correctional-experienced and professionally trained personnel that are subject to a criminal history background check by the County.
- ii. Restrict inmate purchases when needed.
- iii. The County reserves the right to control all spending and inmate purchases. The County also reserves the right to limit how much product or property an inmate may have or store at any time. (Inmate phone cards are not included in this limit.)

b. *Inmate Commissary Vending*

The inmate vending system shall be cost effective and self-supporting. Contractor shall work with the County to ensure a financially sound and well-run operation. The purpose of vending at the jail is to provide inmates access to commissary items in units where items are allowed.

Contractor shall provide vending services that meet the following minimum specifications:

Vending Machines and Items:

- i. Contractor-provided machines that dispense food, beverages and non-food items, i.e., over-the-counter medications, socks, hygiene products, etc. All Contractor-provided vending machines shall meet the specifications identified by Contractor on Pages 20-21, Section 2(b), of Exhibit C.
- ii. All Contractor-provided vending machines shall be "Corrections Package" machines that are completely tamper-proof and provide no security hazards. Machines must be of such quality and constructed in a manner that will prevent any part being broken off and used as weapon or tool.
- iii. All Contractor-provided vending machines shall meet all the operational and security standards. Machines must be energy efficient, sized to appropriately fit into the Jail and Work Center and

must operate quietly.

- iv. Machines must be equipped with electronic card readers, magnetic strip cards, barcode cards, bracelets or other non-cash method of delivery as required by County.
- v. System must allow for tracking of individual inmate purchases and must be compatible with inmate accounting system.
- vi. Machines must be stocked and replenished at least once every 24 hours to avoid stockpiling of items by inmates. Stock should be monitored for sales and changed based on historic high sales and marketing success.
- vii. Items packaged in a manner to provide for safety and security, i.e., plastic bottles, no aluminum cans, no glass, etc.
- viii. Vending machines may not dispense expired food. All items stocked in a vending machine or otherwise provided through Commissary must be in a closed and factory sealed package that has not been opened or altered.
- ix. Adequate number of machines in each housing unit to keep up with the demand of the unit. The number of machines per housing unit will be recommended by the vendor and approved by the County. Current vending machine list provided. (See Exhibit 3; Current Vending Machine List).
- x. Technologically advanced machines with regular scheduled upgrades as new technology or software becomes available, at no cost to the County.
- xi. Maintenance and service of vending machines and computer equipment required to operate the machines provided at no cost to the County. Work to be scheduled with Jail Security Lieutenant.
- xii. Contractor shall provide items for sale through the commissary at the prices specified in the Commissary menu found between pages 43-44 of Exhibit C. Pricing changes shall require approval by the Jail Operations Lieutenant.
- xiii. Contractor shall adhere to Contractor's pricelist and Proposed Commissary Menu, attached as Exhibit D to this Agreement.
- xiv. Monthly commission payments to the County. The commission percentage will be applied to gross sales prior to any expenses being deducted by the provider.

Reporting Requirements:

Weekly reports on sales and commissions.

Restrictions:

- i. The County must be able to control all spending and restrict inmate purchases. The County must be able to limit how much product or type of product an inmate may purchase or store at any time as necessary for safety and security. (Inmate phone cards are not included in this limit.)
- ii. **Caffeinated beverages are allowed inside the secure perimeters of the jail to inmates. Energy enhancing drinks and food items are not allowed for inmates.**

c. *Inmate Trust Fund*

The inmate trust fund shall be an efficient, economical, and integrity-based correctional accounting system that manages the debits and credits of inmate funds deposited into individual accounts. The accounting system shall reduce money handling by jail staff and allow transactions with minimal or no fees for friends and families attempting to place funds on inmate accounts.

Contractor shall provide:

- i. Contractor shall adhere to the accounting system described on Pages 25-27, Section 3(a), of Exhibit C.
- ii. Contractor shall adhere to the plan identifying processes for the handling of inmate funds described at Pages 27-32, Section 3(b), of Exhibit C. Contractor shall specifically adhere to this plan in the following details:
 - 1) Contractor shall provide the electronic cash collection system described at Pages 27-30, Section 3(b)(1), of Exhibit C;
 - 2) Contractor shall provide the system for receipt of money in intake with ability to print multiple receipts describes at Page 30, Section 3(b)(2), of Exhibit C;
 - 3) Contractor shall provide the system for issuance of debit cards upon release with inmate's remaining money described at Page 31, Section 3(b)(3), of Exhibit C;
 - 4) Contractor shall provide the system for issuance of checks when inmate transports to other facilities described on Page 31, Section 3(b)(4), of Exhibit C;
 - 5) Contractor's system shall have the ability to account for all money on an inmate's account (i.e. disbursement or use of funds to purchase commissary items, medical services, phone time, etc. and other services or items that may be chargeable to an inmate through the trust account); and
 - 6) Contractor shall provide the ability to release inmate funds without service fees as described on Page 32, Section 3(b)(6) of the Contractor's Proposal.
- iii. Weekly reports regarding the inmate's trust funds.
- iv. Financial records for an annual audit and be available immediately upon request by the County.
- v. On-site staff coverage seven (7) days a week; twenty-four (24) hours a day for inmate debit card transactions.
- vi. Accounting records accessible by the County at any given time.
- vii. Maintenance and storage of records for a minimum of five (5) years after the term of the agreement resulting from this RFP.
- viii. Receive and transfer funds for inmate phone use.

d. *Commissary and Trust Fund Administration*

- i. Contractor shall comply with all statutes, ordinances, and regulations and requirements of federal, state and local governing bodies applicable to the management and operation of the awarded commissary and trust fund accounting service contract. This includes obtaining and paying for all applicable licenses required to perform proposed services.

Contractor shall comply with the following personnel and supervision guidelines:

1) Selection and Hiring: All personnel being considered for hire by the Contractor shall complete the County Authorization for Records and Fingerprint Check. This requirement includes all equipment repair and maintenance personnel retained by Contractor. The processing shall take no more than five to eight business days.

The County reserves the right to pull Contractor management, third-party repair and staff security clearances without notice for any reason at any time. Contractor must notify the County immediately in the event a Contractor employee is arrested or the Contractor learns an employee is under criminal investigation. The Contractor shall also require any employee to notify them immediately when the employee is taking prescription medication that may adversely affect their job performance or safety.

The County requires that it be notified prior to the transfer/removal of any general and site manager and to interview/approve any replacement. The County reserves the right to reject any manager candidates without cause.

Contractor shall maintain staffing levels to include the equivalent of, one (1) full-time Account Manager and any additional staff necessary to meet the commissary needs of the jail.

2) Training: Contractor's management and staff personnel will not be trained at any Marion County facility for work at non-Marion County sites without the express written permission of the respective Jail Operations Lieutenant.

3) Compliance with Rules and Regulations: Contractor and its employees assigned to any County area will be expected to comply with all County rules of conduct and dress concerning normal day-to-day operations. Contractor is required to brief each of its managers and staff employees no less than annually on general and site specific security regulations and recommended best practices. Furthermore, Contractor is to notify each of its employees no less than annually in writing that failure to follow the specified procedures will result in their security clearance being immediately revoked.

- ii. Contractor shall comply with the following Jail and Transition Center facility guidelines:

1) Ingress/Egress: Contractor's employees must enter MCSO buildings via the designated building entrance(s) and be signed in and out of the buildings.

2) Identification Badges: All of Contractor's employees will wear the County-supplied identification badge (with picture) face up in a visible manner from the point at which they enter the building and at all times while in the building until the point at which they leave the building. In addition, the County reserves the right to deny access to employees who fail to wear/bring their identification badge. Proposer will seize and return all County-supplied employee identification.

Locked Doors: Contractor and its employees will be responsible for keeping all internal doors in assigned work areas closed and locked. Contractor and its employees must adhere to all security restrictions imposed by the County.

3) Employee/Inmate or Detainee Relationships: Contractor must ascertain and immediately notify the respective Jail Operations Lieutenant and facility commander verbally and in writing if any employee is related to or has or initiates an ongoing personal relationship with any person confined or previously confined as an inmate or detainee in any Sheriff's Office operated facilities. It is Contractor's responsibility to require its employees to immediately alert Contractor whenever a person who is a relative or personal acquaintance of that employee is admitted to any of the above noted facilities.

4) Equipment Maintenance Vendors: Maintenance vendors will be required to enter the building through the proper security channels. There will be no exceptions.

5) Emergency Authority: In an emergency situation, the County's Sheriff's Office command staff takes supervisory precedent over Contractor's management and staff.

6) Personal Items: No tobacco products, prescription medications, personal laptops, cameras, video recorders, personal cell phones or any other personal items that could affect the security of Jail are permitted inside the confines of the Jail or Transition Center.

7) Communication: Contractor's employees will be required to carry and use County-supplied radios or the Contractor's phone (compatible with Jail staff phones) at all times while inside facility. Contractor is responsible to furnish on-site manager with a phone that is compatible for immediate communication with Jail supervisors.

The County will provide to Contractor a secure office including a desk, chair, filing cabinets. Contractor will be responsible for their own computer, software, and internet connection.

Contractor shall adhere to the Support Level Agreement found at Page 37-38 of Exhibit C.. Contractor shall provide quarterly reports showing the outcome of the Quality Assurance Program.

The County reserves the right to audit any aspect of its Commissary / Trust Fund program, as performed by Contractor. Contractor will keep accurate and complete records throughout the term of the contract and provide for access of records for at least five (5) years following the termination of the contract.

During the term of the contract, the County shall have the option to increase or decrease the amount of space to be serviced or the amount of service to be performed under the contract. The contract rate for increase or decrease shall be adjusted upon mutual agreement of the parties.

In the event that the parties cannot agree upon a rate for said increase or decrease in service, the contract may be terminated by either party upon thirty (30) days written notice.

Commission shall be paid to the County on a monthly basis. The commission percentage to be paid to the County will be computed on gross sales prior to any expenses being deducted by Contractor.

e. Commissary and Trust Fund Transition

As part of planning, Contractor shall provide an implementation plan that includes the implementation strategy, timeline, roles and responsibilities, staffing, change management, communication, risk management, and the strategy for transitioning from existing inmate commissary and trust fund services provider to the new inmate commissary and trust fund services program. Contractor will closely consult with the Jail for all aspects of implementation.

A system cutover plan shall provide for continuous operation of current inmate commissary and trust fund services until transition has occurred between the current commissary and trust fund service provider and

Contractor's commissary and trust fund program has been accepted by the Jail. The project schedule shall be provided in common negotiated format (like a specific version of Microsoft Project) for work plan baseline, charting, depicting the start and stop dates for all tasks, with major project events and milestones from contract execution to final program acceptance. Each schedule shall include tasks, constraints (predecessors/successors), assigned resources, task duration, task responsibilities, and milestones. The schedule shall identify the Critical Path and estimate of the project completion date, based upon the tentative project commencement date.

f. Penalties for Non- and Partial Performance

If after **two or more** written complaints have been submitted to the service provider by the County as specified herein, the County determines that violations continue to occur. The County shall have the right to require the service provider to issue monthly billing credits commensurate with the value lost plus fifty (50) percent or \$2,500 whichever is greater. If violations are not corrected after two (2) months of initial credits, the County shall have the right to increase penalty credits up to \$5,000 per violation. These credits will continue to be issued until such time that all of the aforementioned violations have been corrected to the County's satisfaction. Those violations considered substantial to the County are presented as follows:

- i. Contractor has failed to provide services as proposed and stated in the contract resulting from the award of this RFP.
- ii. Contractor willfully conceals knowledge of an employee's arrest or criminal investigation.

C. SPECIAL REQUIREMENTS

1. Standards for Performing Work within Secured Perimeter

- a. All staff must pass Criminal Justice Information Systems (CJIS) clearance, background check, orientation, obtain Marion County Sheriff's Office (MCSO) issued photo ID and receive security training prior to performing work in the jail and transition center.
- b. Contractor and Employees shall view the Prison Rape Elimination Act (PREA) Contractor Training Presentation at the following URL: http://prezi.com/m5ngpfihly8b/?utm_campaign and acknowledge the review and receipt of PREA training before performing any work under this Contract.

2. Transition to New Provider. Upon termination of this agreement, Contractor will work cooperatively with County and County's subsequent provider of commissary and inmate trust accounting services to ensure a smooth transition.

3. Personnel/Security/County Policy Compliance

- a. Contractor shall provide input to County on operating policies for the commissary service conducted by Contractor. Adoption of policies is at the discretion of County.
- b. Employees of Contractor will comply with all County rules of conduct, which County will provide in written form, to include those relating to security and sanitation. County may require Contractor to immediately remove any of Contractor's employees from County's premises for any reason deemed necessary by County.
- c. Contractor will neither permit smoking within the County's facility, except those areas that are designated for this purpose, nor permit any unlawful practices of any kind on County premises by Keefe's employees. Any and all rules applicable to County employees shall apply equally to Contractor's employees.

- d. Contractor shall enforce strict discipline and good order among Contractor's employees, assigned inmates and other persons carrying out the Work. This included observance of the rules and regulations established by County as reasonable and necessary for its operations, including drug testing and smoking, tobacco, alcohol, parking, safety, weapons, and other rules governing the conduct of personnel on the premises. Contractor shall remove from the Work and work site any employee or other person who has engaged in actions prohibited by County. Any obligation raised by County shall be made in writing. County reserves the right to revoke the security clearance of any employee of Contractor at any time.
 - e. Contractor shall ensure that all persons performing the Work receive training and clear instruction not to engage in inappropriate conduct or inappropriate contact with inmates or staff. Training shall also include requirements for reporting any such inappropriate conduct or contact. Contractor shall promptly respond and participate in resolving all inmate complaints and grievances involving their service and product. Grievance responses and actions taken will be reported to County Food Services Contract Administrator.
4. *Equipment Provided by Contractor.* Pursuant to the Cost Proposal found at Page 43 of Contractor's Proposal, Contractor will provide and install the following equipment:
- a. 15- Edge Kiosk with Touchscreen (New Upgraded)
 - b. 1- Inducomp – Booking Kiosk – no PC Bundle (New Upgraded)
 - c. 4 – Workstations and Necessary Hardware (New Upgraded)
 - d. 4 – Microsoft Office Home and Business 2019 – License
 - e. 5 – AntiVirus Software
 - f. 2 – Afaria License
 - g. 12 – AMS Sensit 39 Ambient Snack Vending Machine (New Upgraded) and all necessary upgraded hardware
 - h. 4 custom-made Vending Cages for the machines at the Transition Center
 - i. 1 Point of Sale system with all necessary hardware and software
5. Contractor shall be responsible for the unclaimed property process as per ORS 98-302, OAR 141-045-005 and the California Code of Civil Procedure, Title 10, Chapter 7. Contractor shall provide annual reports to the County on the status of each unclaimed property, and a copy of the remittance reports submitted to Oregon and California each year.
6. Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

II. COMPENSATION. Contractor will pay 23% (twenty-three percent) on all commissionable sales for commissary sales. Non-commissionable sales (postage, tax, indigent items/kits, phone and tablet time) are not included. Contractor will pay commission by invoicing the full sales amount less commission. Contractor will make payment by the 15th day of the month for commissionable sales made in the previous month.

INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

Marion County
Attn: Sheriff's Office, Camille Peterson
P.O. Box 14500
Salem, OR 97309

Exhibit B



MARION COUNTY
REQUEST FOR PROPOSALS
INMATE COMMISSARY
AND
TRUST FUND SERVICES

#C25102-SO562-19

Release Date: April 8, 2019

Proposals Due Date: 4:00 p.m. on May 10, 2019

Refer Questions to:
Camille Peterson
Phone number: (503) 589-3261
cpeterson@co.marion.or.us

Submit Proposals to:
Marion County Sheriff's Office
100 High Street NE
Salem, OR 97301

Electronic copies of this RFP and attachments, if any, can be obtained from the ORPIN website <http://orpin.oregon.gov/open.dll/welcome> and view Marion County Opportunity Number C25102-SO562-19.

All Proposal documents shall be submitted in hard copy. Electronic or facsimile submissions shall be rejected.

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- 14. Proposal Submission Checklist for Proposers**

1. INTRODUCTION

Marion County Sheriff's Office (County) is currently seeking proposals for inmate commissary and trust fund accounting services. The County is seeking proposals from individuals, firms, teams or consultants, hereafter called "proposer(s)," with demonstrated experience in correctional commissary and trust fund accounting services.

All firms submitting proposals are referred to as proposers in this document; after negotiations, the awarded Proposer will be designated as Contractor.

2. BACKGROUND

Located in the heart of the Mid-Willamette Valley, Marion County has a population of 341,286, stretches from the Willamette River to the Cascade Mountains and encompasses nearly 1,200 square miles. Marion County has 20 cities, including the Oregon's capital, Salem. The Marion County government organization is headed by an elected Board of Commissioners and has 15 departments, seven departments of which are headed by elected officials.

The Marion County Sheriff's Office employs 362 staff across four divisions including Community Corrections, Enforcement, Operations, and Institutions. The highest ranking official is the Sheriff, elected by the citizens of Marion County. The Sheriff and Undersheriff, along with four division commanders make up the executive team. The Institutions Division manages the jail facility, including intake (booking/release) and inmate housing. The Community Corrections Division manages the Transition Center facility in coordination with Institutions.

The Marion County Jail (Jail) books an average of 16,000 individuals a year. The facility houses inmates awaiting trial, inmates sentenced to one year or less, inmates being held for federal authorities, and inmates sentenced to the state penitentiary. Due to its central location, the jail facility also operates as a hub for prisoner exchange where other correctional facilities transfer prisoners throughout the state of Oregon or to other states. The Jail has a capacity of 620 jail beds and is currently budgeted for housing up to 415 inmates. The Transition Center has a capacity of 200 beds is budgeted for 144 beds. The total beds for each facility could increase or decrease depending on funding.

The Transition Center provides housing for minimum custody inmates who are serving sanctions or offenders sentenced by the judicial system. Most inmates housed at the Transition Center facility participate in community work crews or projects. The Transition Center plays a significant role in holding offenders accountable while preparing them to transition back into the community through various programs including drug and alcohol treatment services.

The goal of this request for proposal (RFP) is to provide an efficient, economical, and integrity-based correctional vending and trust fund accounting system through the manual and automated delivery of commissary items to inmates at the Marion County Jail and Transition Center.

3. CONTRACT TERM

The Contract is anticipated to start in July, 2019. The Contract term shall be for five (5) year(s). The parties may agree to extend the term of the Contract up to a maximum term of seven (7) years.

4. SCHEDULE OF EVENTS

April 8, 2019	RFP issued
April 17, 2019	Mandatory pre-proposal conference 10:00 a.m.
April 23, 2019	Questions concerning RFP emailed to cpeterson@co.marion.or.us ** Due no later than 5:00 p.m.
April 30, 2019	Answers to questions posted on ORPIN website
May 10, 2019	Proposals are due no later than 4:00 p.m. at the Marion County Sheriff's Office, 100 High Street NE, Salem, OR 97301. ** Late submittals will not be accepted.
May 2019 (estimated)	Notification of selected proposer ** day TBD
June 2019 (estimated)	Contract completion and signatures
July 1, 2019 (estimated)	Project commences

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary.

5. SCOPE OF WORK

Proposers responding to this RFP must be capable of performing the following tasks and services:

- Correctional style Commissary and Trust Fund services to an estimated 600 inmates

Proposers responding to this RFP shall meet the following minimum qualifications:

- All staff must pass Criminal Justice Information Systems (CJIS) clearance, background check, orientation, obtain Marion County Sheriff's Office (MCSO) issued photo ID and receive security training prior to Proposer staff performing work in the Jail and Transition Center.
- Three (3) years of experience providing services to a government agency of comparable size and responsibility.
- Manager or assistant manager assigned shall have at least three (3) years of experience in providing services to a government agency of comparable size and responsibility.
- Proposer and employees will be required to view the Prison Rape Elimination Act (PREA) Contractor Training Presentation at the following link

http://prezi.com/m5ngpfih1y8b/?utm_campaign and acknowledge the review and receipt of PREA training before performing any work awarded as a result of this RFP.

The proposer will be required to provide the following services described below.

A. INMATE COMMISSARY SERVICES

1. COMMISSARY

The Jail and Transition Center operate 365 days per year and together serve approximately 16,000 inmates annually. The current Commissary program provides commissary and trust fund services for inmates being lodged and released in the Jail and Transition Center.

The awarded Proposer shall be responsible for the conduct and administration of the Commissary program and shall supervise the operations in such manner that will ensure compliance with the rules and regulations of County, the Oregon Jail Standards (OJS), as well as American Correctional Association (ACA), and state and federal correctional Commissary and Trust Fund standards.

The inmate commissary services shall be cost effective and self-supporting. The Proposer shall work with the County to ensure a financially sound and well-run operation.

The Commissary services shall meet the following minimum specifications:

Commissary Items:

- a. Written Commissary plan with clear objectives, policies, procedures and annual evaluation of compliance.
- b. Items available on a daily basis to avoid the inmate's desire stockpile.
- c. Sell inmate phone cards, through agreement with current Inmate Phone service provider. Cards must be available via commissary sales. Inmates must have the ability to transfer commissary funds to phone account.
- d. Paperless commissary system for ordering items. (ie. kiosks, etc.)
- e. Maintain price control comparable to area convenience store prices.
- f. All commissary, vending or other items provided to inmates are subject to approval by Marion County Sheriff's Office Management staff.
- g. A pricelist of items on a standard commissary menu (See Exhibit 2; Sample Commissary Item List).
- h. A pricelist for the items the County is mandated to provide to indigent inmates and newly booked and lodged inmates once per week (hygiene items, postcards and pencils) (See

Exhibit 2; Sample Commissary Item List).

- i. A plan to provide a secure exchange program for inmate razors. Proposer shall be responsible for security control of the inmate razor exchange program.
- j. A plan to provide commissary items without the use of automated vending transactions in the event that vending machines or kiosks are out of commission.
- k. Identification of both an automated and manual system of delivery to the inmate population on all products offered for sale or required to be delivered. Such systems where automated, will use vending machines compatible for use with magnetic strip cards, barcode cards or bracelets and provided at no cost to the County. Further, these machines must have the electronic capability to operate on or replace the currently existing vending system in place at the facility. If other technologically advanced equipment is available, the County would like the information proposed as well.
- l. A plan to provide commissary items which cannot be vended including a plan for inmates without access to vending machines. Any such plan shall adhere to the following:
 - 1) Such items will be made available on a regular scheduled basis, agreed to by both County and Proposer.
 - 2) Supply the necessary pre-printed commissary order forms, as approved by the County, to accomplish the sale.
 - 3) Verify each inmate's name and State Identification Number (SID number) on the commissary order forms.
 - 4) Verify inmate's addition and multiplication with each commissary order. Proposer will compare the individual computed commissary order form against their cash balance in the inmate's automated account.
 - 5) Maintain on file all commissary order forms for sales to inmates for products where purchase is not an automated process.
- m. Monthly commission payments to the County. The commission percentage will be applied to gross sales prior to any expenses being deducted by the provider.

Reporting Requirements:

- a. Weekly report on sales and commissions.
- b. Weekly accounting and documentation of commissary items for each inmate's account

- c. Provide the County with a statement of net and gross sales on a weekly basis. Statement of net and gross sales shall list separately total sales from vending machines in inmate areas, total cost of items delivered to the inmate population as mandated items.

Restrictions:

- a. Correctional-experienced and professionally trained personnel that are subject to a criminal history background check by the County.
- b. Restrict inmate purchases when needed.
- c. The County reserves the right to control all spending and inmate purchases. The County also reserves the right to limit how much product or property an inmate may have or store at any time. (Inmate phone cards are not included in this limit.)

2. INMATE VENDING:

The inmate vending system shall be cost effective and self-supporting. The Proposer shall work with the County to ensure a financially sound and well-run operation. The purpose of vending at the jail is to provide inmates access to commissary items in units where items are allowed.

Vending services shall meet the following minimum specifications:

Vending Machines and Items:

- a. Vendor provided machines that dispense food, beverages and non-food items, i.e., over-the-counter medications, socks, hygiene products, etc.
- b. "Corrections Package" machines that are completely tamper-proof and provide no security hazards. Machines must be of such quality and constructed in a manner that will prevent any part being broken off and used as weapon or tool.
- c. New machines that meet all the operational and security standards. Machines must be energy efficient, sized to appropriately fit into the Jail and Work Center and must operate quietly.
- d. Machines must be equipped with electronic card readers, magnetic strip cards, barcode cards, bracelets or other non-cash method of delivery as required by MCJ.
- e. System must allow for tracking of individual inmate purchases and must be compatible with inmate accounting system.
- f. All commissary, vending, or other items provided to inmates are subject to approval by Jail Security Lieutenant.

- g. Machines must be stocked and replenished at least once every 24 hours to avoid stockpiling of items by inmates. Stock should be monitored for sales and changed based on historic high sales and marketing success.
- h. Items packaged in a manner to provide for safety and security, i.e., plastic bottles, no aluminum cans, no glass, etc.
- i. Vending machines may not dispense expired food. All items stocked in a vending machine or otherwise provided through Commissary must be in a closed and factory sealed package that has not been opened or altered.
- j. Adequate number of machines in each housing unit to keep up with the demand of the unit. The number of machines per housing unit will be recommended by the vendor and approved by the County. Current vending machine list provided. (See Exhibit 3; Current Vending Machine List).
- k. Technologically advanced machines with regular scheduled upgrades as new technology or software becomes available, at no cost to the County.
- l. Maintenance and service of vending machines and computer equipment required to operate the machines provided at no cost to the County. Work to be scheduled with Jail Security Lieutenant.
- m. Price control comparable to Northwest area convenience store prices.
- n. A pricelist of items on a standard commissary menu. Sample list provided. (See Exhibit 2; Sample Commissary Item List).
- o. Monthly commission payments to the County. The commission percentage will be applied to gross sales prior to any expenses being deducted by the provider.

Reporting Requirements:

- a. Weekly reports on sales and commissions.

Restrictions:

- a. The County must be able to control all spending and restrict inmate purchases. The County must be able to limit how much product or type of product an inmate may purchase or store at any time as necessary for safety and security. (Inmate phone cards are not included in this limit.)
- b. Caffeinated beverages are allowed inside the secure perimeters of the jail to inmates. Energy enhancing food or drink items are NOT allowed for inmates.

3. INMATE TRUST FUND:

The inmate trust fund shall be an efficient, economical, and integrity-based correctional accounting system that manages the debits and credits of inmate funds deposited into individual accounts. The accounting system shall reduce money handling by jail staff and allow transactions with minimal or no fees for friends and families attempting to place funds on inmate accounts.

Proposer shall provide:

- a. Administration of an accounting system with clear objectives, policies, procedures and annual evaluation of compliance.
- b. A documented plan that identifies processes for the handling of inmate funds that encompasses receipt, collection, spending, disbursement and cash out upon release or transfer. The plan should include the following:
 - 1) Electronic cash collection system that requires little to no staff labor
 - 2) Receipt of money in intake with ability to print multiple receipts
 - 3) Ability to issue debit cards and/or checks upon release with inmate's remaining money
 - 4) Ability to issue checks when inmate transports to other facilities.
 - 5) Ability to account for all money on an inmate's account (i.e. disbursement or use of funds to purchase commissary items, medical services, phone time, etc. and other services or items that may be chargeable to an inmate through the trust account).
 - 6) An option to release inmate funds with out service fees.
- c. Weekly reports regarding the inmate's trust funds.
- d. Financial records for an annual audit and be available immediately upon request by the County.
- e. On-site staff coverage seven (7) days a week; twenty-four (24) hour access to inmate accounting and trust fund services.
- f. Accounting records accessible by the County at any given time.
- g. Maintenance and storage of records for a minimum of five (5) years after the term of the agreement resulting from this RFP.
- h. Receive and transfer funds for inmate phone use.

4. COMMISSARY AND TRUST FUND ADMINISTRATION:

The Proposer shall comply with all statutes, ordinances, and regulations and requirements of federal, state and local governing bodies applicable to the management and operation of the awarded commissary and trust fund accounting service contract. This includes obtaining and paying for all applicable licenses required to perform proposed services.

The Proposer shall comply with the following personnel and supervision guidelines:

- a. **Selection and Hiring:** All personnel being considered for hire by the Proposer shall complete the County Authorization for Records and Fingerprint Check. This requirement includes all equipment repair and maintenance personnel retained by the Proposer. The processing shall take no more than five to eight business days.

The County reserves the right to pull Proposer management, third-party repair and staff security clearances without notice for any reason at any time. The Proposer must notify the County immediately in the event a contractor employee is arrested or the contractor learns an employee is under criminal investigation. The Proposer shall also require any employee to notify them immediately when the employee is taking prescription medication that may adversely affect their job performance or safety.

The County requires that it be notified prior to the transfer/removal of any general and site manager and to interview/approve any replacement. The County reserves the right to reject any manager candidates without cause.

The Proposer shall maintain staffing levels to include the equivalent of, one (1) full-time Account Manager and any additional staff necessary to meet the commissary needs of the jail.

The Proposer shall staff its operations with the optimum number (no fewer than proposed) of employees at all times for the efficient operation of the facility. The respective Jail Operations Lieutenant must approve any subsequent reductions in the total number of hours proposed in writing.

- b. **Training:** Proposer's management and staff personnel will not be trained at any Marion County facility for work at non-Marion County sites without the express written permission of the respective Jail Operations Lieutenant.
- c. **Compliance with Rules and Regulations:** The Proposer and its employees assigned to any County area will be expected to comply with all County rules of conduct and dress concerning normal day-to-day operations. The Proposer is required to brief each of its managers and staff employees no less than annually on general and site specific security regulations and recommended best practices. Furthermore, the Proposer is to notify each of its employees no less than annually in writing that failure to follow the specified procedures will result in their security clearance being immediately revoked.

The Proposer shall comply with the following Jail and Transition Center facility guidelines:

- a. **Ingress/Egress:** The Proposer's employees must enter MCSO buildings via the designated building entrance(s) and be signed in and out of the buildings.
- b. **Identification Badges:** All Proposer employees will wear the County supplied identification badge (with picture) face up in a visible manner from the point at which they enter the building and at all times while in the building until the point at which they leave the building. In addition, the County reserves the right to deny access to employees who fail to wear/bring their identification badge. Proposer will seize and return all County-supplied employee identification.
- c. **Locked Doors:** The Proposer and its employees will be responsible for keeping all internal doors in assigned work areas closed and locked. The Proposer and its employees must adhere to all security restrictions imposed by the County.
- d. **Employee/Inmate or Detainee Relationships:** The Proposer must ascertain and immediately notify the respective Jail Operations Lieutenant and facility commander verbally and in writing if any employee is related to or has or initiates an ongoing personal relationship with any person confined or previously confined as an inmate or detainee in any Sheriff's Office operated facilities. It is the Proposer's responsibility to require its employees to immediately alert the Proposer whenever a person who is a relative or personal acquaintance of that employee is admitted to any of the above noted facilities.
- e. **Equipment Maintenance Vendors:** Maintenance vendors will be required to enter the building through the proper security channels. There will be no exceptions.
- f. **Emergency Authority:** In an emergency situation, the County's Sheriff's Office command staff takes supervisory precedent over the Proposer's management and staff.
- g. **Personal Items:** No tobacco products, prescription medications, personal laptops, cameras, video recorders, personal cell phones or any other personal items that could affect the security of Jail are permitted inside the confines of the Jail or Transition Center.
- h. **Communication:** Proposer's employees will be required to carry and use County supplied radios or the Proposer's phone (compatible with Jail staff phones) at all times while inside facility. The Proposer is responsible to furnish on-site manager with a phone that is compatible for immediate communication with Jail supervisors.

The County will provide to the awarded Proposer a secure office including a desk, chair, filing cabinets. The Proposer will be responsible for their own computer, software, and internet connection.

The Proposer shall provide the County with their Quality Assurance Program identifying their quality control methods and standards to identify and prevent deficiencies in the inmate Commissary and Trust Fund program. The Proposer shall provide quarterly reports showing the

outcome of the Quality Assurance Program.

County shall provide a mutually agreed upon number of inmate workers for commissary service duties. These inmate workers will be supervised by the contractor.

The County reserves the right to audit any aspect of its Commissary / Trust Fund program, as performed by the awarded Proposer. The awarded Proposer will keep accurate and complete records throughout the term of the contract and provide for access of records for at least five (5) years following the termination of the contract.

During the term of the contract, the County shall have the option to increase or decrease the amount of inmates and living units at the Jail and Transition Center to be serviced or the amount of service to be performed under the contract. The contract rate for increase or decrease shall be adjusted upon mutual agreement of the parties.

In the event that the parties cannot agree upon a rate for said increase or decrease in service, the contract may be terminated by either party upon thirty (30) days written notice.

Commission shall be paid to the County on a monthly basis. The commission percentage to be paid to the County will be computed on gross sales prior to any expenses being deducted by the Proposer.

5. COMMISSARY AND TRUST FUND TRANSITION

As part of planning, the Proposer shall provide an implementation plan that includes the implementation strategy, timeline, roles and responsibilities, staffing, change management, communication, risk management, and the strategy for transitioning from existing inmate commissary and trust fund services provider to the new inmate commissary and trust fund services program. The Proposer will closely consult with the Jail for all aspects of implementation.

A system cutover plan shall provide for continuous operation of current inmate commissary and trust fund services until transition has occurred between the current commissary and trust fund service provider and Proposer's commissary and trust fund program has been accepted by the Jail. The project schedule shall be provided in common negotiated format (like a specific version of Microsoft Project) for work plan baseline, charting, depicting the start and stop dates for all tasks, with major project events and milestones from contract execution to final program acceptance. Each schedule shall include tasks, constraints (predecessors/successors), assigned resources, task duration, task responsibilities, and milestones. The schedule shall identify the Critical Path and estimate of the project completion date, based upon the tentative project commencement date.

6. PENALTIES FOR NON AND PARTIAL PERFORMANCE:

If after **two or more** written complaints have been submitted to the service provider by the County as specified herein, the County determines that violations continue to occur. The County

shall have the right to require the service provider to issue monthly billing credits commensurate with the value lost plus fifty (50) percent or \$2,500 whichever is greater. If violations are not corrected after two (2) months of initial credits, the County shall have the right to increase penalty credits up to \$5,000 per violation. These credits will continue to be issued until such time that all of the aforementioned violations have been corrected to the County's satisfaction. Those violations considered substantial to the County are presented as follows:

- a. The awarded Proposer has failed to provide services as proposed and stated in the contract resulting from the award of this RFP.
- b. The awarded Proposer willfully conceals knowledge of an employee's arrest or criminal investigation.

6. MANDATORY PRE-PROPOSAL CONFERENCE

Potential proposers must attend a mandatory pre-proposal conference, scheduled at the time and date set forth in the **Section 4: Schedule of Events**, and located at the Marion County Jail, 4000 Aumsville Hwy SE, Salem, OR 97317. Potential proposers may ask questions during the conference, however, statements made by the County at the conference are not binding upon the County unless confirmed by a written addendum. In the event a potential proposer is unable to attend the conference, an authorized representative may attend on its behalf. The representative may only sign-in for one (1) potential proposer. Subcontractors may not represent a potential proposer at the conference. The County will not accept any proposal from a proposer that did not attend the conference.

7. INSTRUCTIONS TO PROPOSERS

Proposers must submit one (1) original signed proposal, five (5) hard copies and one digital copy (CD or flash drive) of proposal. Proposals are due at the County **no later than the time and date set forth in the Section 4: Schedule of Events**. Envelopes or packages shall be clearly marked with the RFP number, "**C25102-SO562-19**".

The proposal must include information responsive to items (a) through (h) set forth below. The proposal may not exceed a total of 25 double-sided, 8.5" x 11" numbered pages. The cover letter, resumes and other required documents are excluded from the total page count. Resumes must be included in an appendix to the proposal. Proposers must complete and submit **Attachment 1: Proposal Form**.

Proposers must include the following as part of their proposal:

- a. **Executive Summary.** The Executive Summary should be written to communicate to the County's executive management team. The Executive Summary shall condense and highlight the contents of the Proposer's Detailed RFP Requirements Proposal and provide the County with a broad understanding of the Proposer's offering, approach, qualifications, experience, and staffing, and value provided by the Proposer. Proposer should place special emphasis on

how its proposed scope of work and approach will meet or exceed all of the objectives of this RFP. The Proposer must not, under any circumstances, include any financial information or estimated savings in the Executive Summary. Information contained in the Executive Summary shall be explained in detail in the body of the Proposal.

The Executive Summary shall:

- Provide a summary of the Proposer's understanding of the requested Inmate Commissary and Trust Fund services;
 - Discuss the Proposer's specific role and relevant qualifications for performing that role;
 - Provide a brief description of the Proposer's history, number of years the organization has been in business, and type of products and services it provides;
 - Summarize the key qualifications of Proposer, distinguishing characteristics of the Proposal, the proposed solution, and Project approach, as well as the principal advantages to County; and
 - Address any issue(s) that Proposer envisions to be associated with fulfilling the requirements of the RFP and cite specific suggestions for avoiding or mitigating these issues.
- b. ***Approach and Management Plan.*** Describe the approach and management plan for providing the services. Include an organizational chart showing the proposed relationships among proposer staff, County staff and any other parties that may have a significant role in the delivery of this program.
- c. ***Qualifications and Experience.*** Provide the qualifications and experience of the key team member(s) who will work on the project. Emphasize the specific qualifications and experience from projects similar to this project for the key team members. Key team members are expected to be committed for the duration of the project. Replacement of key team members will not be permitted without prior consultation with and approval of the County.
- d. ***Staffing Plan.*** Provide a staffing plan and an estimate of the total hours, detailed by position, required for the project tasks as outlined. Discuss the workload for all key team members and their capacity to perform the requested services for the project, according to your proposed schedule.
- e. ***Work Plan and Schedule.*** Describe how you will perform each task of the project, identify deliverables for each task and provide a schedule. The work plan should be in sufficient detail to demonstrate a clear understanding of the project. Discuss the approach for completing the requested services for the project deadlines. The schedule should show the expected sequence of tasks and include durations for the performance of each task, milestones, submittal dates, and review periods for each submittal. The project is expected to commence no later than July, 2019 and all public meetings, draft and final documents fully completed by June, 2026.

- f. **Cost Proposal.** The Cost Proposal shall include: (a) the cost for providing Commissary and Trust Fund services as per the scope of work, (b) itemized list and costs for all commissary/vending items proposer intends to provide, (c) commissary and vending commission rates, (d) all rates and fees associated with each service the proposer intends to provide
- g. **Cost Control.** Provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.
- h. **References.** Provide at least three (3) references (names, email addresses and current phone numbers) from recent projects similar in scope and size. Include a brief description of each project associated with the reference, and the role of the respective team member(s) who would be assigned to the project. Proposer must submit references using **Attachment 3: Reference Form.**
- i. **Additional Relevant Information.** The proposer may submit additional relevant information that may be helpful in the selection process (not to exceed the equivalent of two (2). Additional relevant information counts towards the 25 (double-sided page) proposal maximum.

8. CONTRACT FORM

By submitting a proposal, proposer agrees to comply with the requirements of the RFP, including the terms and conditions of the **Sample Contract for Services (Exhibit 1)**. Proposer shall review the attached Contract for Services and note exceptions. Unless proposer notes exceptions in its proposal, the County intends to enter into a Contract for Services with the successful proposer(s) substantially in the form set forth in Contract for Services (Exhibit 1). It may be possible to negotiate some provisions of the final Contract for Services; however, many provisions cannot be changed. Proposer is cautioned that the County believes modifications to the standard provisions constitute increased risk and increased cost to the County. Therefore, the County will consider the Scope of requested exceptions in the evaluation of proposals.

Any proposal that is conditioned upon the County's acceptance of any other terms and conditions may be rejected. Any subsequent negotiated changes are subject to prior approval of the County's Legal Counsel.

In the event that the parties do not reach mutually agreeable terms, the County may terminate negotiations and commence negotiations with the next highest ranking proposer.

9. EVALUATION

- a. **Minimum Responsiveness.** In order to be responsive, each proposal will be reviewed for minimum responsiveness. Failure to meet minimum responsiveness may result in rejection of the proposal. Each proposal must comply with **Section 7: Instructions to Proposers** and include the following to be considered minimally responsive:

- Cover Letter
- Approach and Management Plan
- Qualifications and Experience
- Staffing Plan
- Work Plan and Schedule
- Cost Control
- Attachment 1: Proposal Form
- Attachment 3: Reference Form

b. *Evaluation Committee.* A County Evaluation Committee (CEC) will evaluate all responsive proposals. The CEC will be composed of County staff and other parties that may have relevant expertise or experience. The CEC will score and recommend proposals in accordance with the evaluation criteria set forth in this RFP. Evaluation of the proposals shall be within the sole judgment and discretion of the CEC.

c. *Categories.* The evaluation criteria and their respective weights are as follows:

SCORING CRITERIA	MAXIMUM POINTS POSSIBLE
Scope of Work/Program Description	40
General Qualifications and Experience	40
Cost Proposal	20
Total Points Possible for Service Proposed	100

OPTIONAL PHASE TWO	
Interview	10
References	20
Total Points Possible for Phase 2	30

d. *Interviews.* Proposers may need to attend an interview. The project manager and any key team members should attend the interview. The determination as to the need for interviews, evaluation criteria, the location, order and schedule of the interviews is at the sole discretion of the County. The interview panel may include representatives from the County and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. The proposer must bear all presentation costs incurred to attend.

e. *Best Value.* The County will select the proposal that presents the best value and is most advantageous to the County and the public. Accordingly, the County may not necessarily award the proposer with the lowest price proposal if doing so would not be in the overall best interest of the County. The County reserves the right to expand or reduce the proposed scope of work during the contract negotiations based on budget constraints and to award to a single or multiple proposers.

10. AWARD NOTICE AND ACCEPTANCE PERIOD

- a. After the evaluation of proposals and final consideration of all available pertinent information, the County will either reject all proposals or issue a written notice of intent to award the contract. The notice shall identify the apparent best evaluated proposal and the notice shall be provided to all proposers submitting a timely proposal. The notice shall not create any rights, interests, or claims of entitlement in the apparent best evaluated proposer.
- b. The apparent best evaluated proposer should be prepared to enter into a contract with the County which shall be substantially the same as the Contract for Services in Exhibit 1 to this RFP. Notwithstanding, the County reserves the right to add terms and conditions, deemed to be in the best interest of the County, during final contract negotiations.
- c. If a proposer fails to promptly sign and return the contract drawn pursuant to this RFP and final contract negotiations, the County may cancel the award and award the contract to the next best evaluated proposer.

11. PROTEST AND APPEALS

A proposer may protest the award of a contract or the intent to award a contract, whichever comes first, if the conditions set forth in ORS 279B.410(1) are satisfied. The protest must be submitted in writing by mail, courier or hand delivery to the Contracts and Procurement Manager within seven (7) days after issuance of the notice of intent to award the contract.

Marion County Finance Department
Courthouse Square
Attn: Camber Schlag
555 Court St. Suite 4247
Salem, OR 97301

All letters of protest shall clearly identify the reasons and basis for the protest. The Contracts and Procurement Manager will issue a written disposition in a timely manner as set forth in ORS 279B.410(4), which shall include the reason for the action taken and the process for appealing the decision. A proposer must file a written protest with the County and exhaust all administrative remedies before seeking judicial review of the County's contract award decision.

12. TERMS AND CONDITIONS

- a. *The Marion County Public Contracting Rules, found at <http://www.co.marion.or.us/FIN/Documents/2015%20Adopted%20Contracting%20Rules.pdf> govern this RFP.*

- b. *RFP Amendment, Cancellation and Right of Rejection.*
 - i. *The County reserves the unilateral right to amend* this RFP in writing at any time by posting the addendum on the ORPIN website. The County may extend the deadline for submission of proposals by written addendum. Proposers are responsible to view the website periodically for any addendum to the RFP. Proposers shall respond to the final written RFP, its exhibits and attachments, and all addenda. The County also reserves the right, in its sole discretion, to reject any and all proposals or to cancel or reissue the RFP.
 - ii. The County reserves the right, in its sole discretion, to waive minor informalities in proposals provided such action is in the best interest of the County. Where the County waives minor informalities in proposals, such waiver does not modify the RFP requirements or excuse the applicant from full compliance with the RFP. Notwithstanding any minor variance, the County may hold any proposal to strict compliance with the RFP.
 - c. *Confidentiality.* The County will retain a master copy of each proposal to this RFP, which becomes public record after the notice of intent to award unless the proposal or specific parts of the proposal can be shown to be exempt by law under ORS Chapter 192. If a proposer believes that any portion of its proposal contains any information that is a trade secret under ORS 192.501(2) or otherwise is exempt from disclosure under the Oregon Public Records Law, that proposer shall complete and submit the Attachment 2: Trade Secret Form and a fully redacted version of its proposal.
- Proposer is cautioned that cost information generally is not considered a trade secret under Oregon Public Records Law and identifying the proposal as confidential, in whole or in part, as exempt from disclosure is not acceptable. County advises each proposer to consult with its own legal counsel regarding disclosure issues. If proposer fails to identify the portions of the proposal that proposer claims are exempt from disclosure, proposer has waived any future claim of non-disclosure of that information.
- d. *Proposer Responsible for Incurred Costs.* The County shall not be liable for any expenses incurred by proposer in both preparing and submitting its proposal or contract negotiation process, if any.

13. ATTACHMENTS AND EXHIBITS

- Attachment 1: Proposal Form
- Attachment 2: Trade Secret Form
- Attachment 3: Reference Form
- Exhibit 1: County Contract for Services

Exhibit 2: Sample Vending/Commissary Menu List

Exhibit 3: Current Vending Machine List

14. PROPOSAL SUBMISSION CHECKLIST FOR PROPOSERS

- Cover Letter
- Approach and Management Plan
- Qualifications and Experience
- Staffing Plan
- Work Plan and Schedule
- Cost Control
- Attachment 1: Proposal Form
- Attachment 2: Trade Secret Form (*optional*)
- Attachment 3: Reference Form

Attachment 1: Proposal Form

OFFEROR NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____ WEB SITE: _____

TAXPAYER ID NUMBER: _____ DATE/STATE OF INCORPORATION: _____

BUSINESS DESIGNATION: Corporation Solc Propriector Partnership
 S Corporation Non-Profit Government
 Other _____

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Proposer that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Proposer acknowledges receipt of all Addenda issued under the RFP.
4. The Proposer certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000c.
5. The Proposer, acting through its authorized representative, has read and understands all RFP instructions, specifications, and terms and conditions contained within the RFP and all Addenda, if any;
6. The Proposer agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the RFP, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the RFP, and Proposer has made no assumptions based upon either (a) verbal or written statements not contained in the RFP, or (b) any previously-issued RFP, if any.
8. The Proposer agrees that if awarded the Contract, Proposer shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Proposal Form is a duly authorized representative of the Proposer, has been authorized by Proposer to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Proposer.
11. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Proposer that all contents of this Proposal Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the RFP may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - The Offeror certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;
4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Offeror is unable to certify to any of the statements in this certification, Offeror shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Offeror from award of a contract under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS OFFER SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE PROPOSER; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF PROPOSER'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: _____

Print Name: _____

Title: _____

Contact Person (Type or Print): _____

Telephone Number: () _____

Email: _____

The Offeror will notify the County representative on the cover page of this RFP within 30 days of any change in the information provided on this form.

Attachment 2: Trade Secret Form

1. I am an authorized representative of the Proposer, I have knowledge of the Request for Proposals referenced herein, and I have full authority from the Proposer to submit this Trade Secret Form and accept the responsibilities stated herein.
2. I am aware that the Proposer has submitted a Proposal, dated on or about May 10, 2019 (the "Proposal"), to Marion County in response to Request for Proposals **C25102-SO562-19**, for Inmate Commissary and Trust Fund Services RFP and I am familiar with the contents of the RFP and Proposal.
3. I have read and am familiar with the provisions of Oregon's Public Records Law, Oregon Revised Statutes ("ORS") 192.410 through 192.505, and the Uniform Trade Secrets Act as adopted by the State of Oregon, which is set forth in ORS 646.461 through ORS 646.475. I understand that the Proposal is a public record held by a public body and is subject to disclosure under the Oregon Public Records Law unless specifically exempt from disclosure under that law.
4. I have reviewed the information contained in the Proposal. The Proposer believes the information listed in Exhibit A is exempt from public disclosure (collectively, the "Exempt Information"), which is incorporated herein by this reference. It is my opinion that the Exempt Information constitutes "Trade Secrets" under either the Oregon Public Records Law or the Uniform Trade Secrets Act as adopted in Oregon because that information is either:
 - A. A formula, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information that:
 - i. is not patented,
 - ii. is known only to certain individuals within the Proposer's organization and that is used in a business the Proposer conducts,
 - iii. has actual or potential commercial value, and
 - iv. gives its user an opportunity to obtain a business advantage over competitors who do not know or use it.
 - or
 - B. Information, including a drawing, cost data, customer list, formula, pattern, compilation, program, device, method, technique or process that:
 - i. Derives independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; and
 - ii. Is the subject of efforts by the Proposer that are reasonable under the circumstances to maintain its secrecy.
5. I understand that disclosure of the information referenced in Exhibit A may depend on official or judicial determinations made in accordance with the Public Records Law.

Authorized Representative Signature

Proposer identifies the following information as exempt from public disclosure:

Attachment 3: Reference Form

Proposer must provide references that can be contacted regarding the quality of workmanship and service provided to current and past customers.

Project Reference #1

Name of Project: _____
Project Location: _____
Project Date: _____
Firm Name for Contact Person #1: _____
Name of Contact Person #1: _____
Telephone Number for Contact Person #1: _____
Email Address for Contact Person #1: _____

Project Reference #2

Name of Project: _____
Project Location: _____
Project Date: _____
Firm Name for Contact Person #1: _____
Name of Contact Person #1: _____
Telephone Number for Contact Person #1: _____
Email Address for Contact Person #1: _____

Project Reference #3

Name of Project: _____
Project Location: _____
Project Date: _____
Firm Name for Contact Person #1: _____
Name of Contact Person #1: _____
Telephone Number for Contact Person #1: _____
Email Address for Contact Person #1: _____

The references will be used to confirm the selection rather than as an evaluation criterion. However, if several proposers are close in the final evaluation, references may be used to select the best evaluated proposer.

Exhibit 1: County Contract for Services

The Contract for Services (provided in the following pages) contains capitalized and bracketed items that shall be replaced with appropriate information in the final contract.

[County Contract for Services on Next Page]

**MARION COUNTY
CONTRACT FOR SERVICES**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and [Insert Name], [a/an Corporation, non-profit, etc.] hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

1. TERM. This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on [insert date]. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond [insert date or event],

2. CONSIDERATION.

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$[insert amount]. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work, and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES.

A. County and the Contractor agree to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated by reference herein.

B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

i. Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.3 of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

a. Termination of this Contract, in whole or in part;

b. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and

c. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing [replacement Services/replacement Goods/ a replacement contractor].

C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT and TITLE VI OF THE CIVIL RIGHTS ACT. Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

5. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence in the performance of this Contract.

6. FORCE MAJEURE. Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

7. FUNDING MODIFICATION.

A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.

B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS. Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

9. ACCESS TO RECORDS.

A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

10. REPORTING REQUIREMENTS. Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

11. CONFIDENTIALITY OF RECORDS.

A. Contractor shall not use, release or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.

B. Contractor shall ensure that its agents, employees, officers and subcontractors with access to County and Contractor records understand and comply with this confidential provision.

C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.

D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

12. INDEMNIFICATION AND INSURANCE.

A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.

C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.

13. EARLY TERMINATION. This Contract may be terminated as follows:

A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.

B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.

C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

14. PAYMENT ON EARLY TERMINATION. Upon termination pursuant to section 13, payment shall be made as follows:

A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.

B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.

C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

15. INDEPENDENT CONTRACTOR.

A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County, and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.

B. **SUBCONTRACTING/NONASSIGNMENT.** No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

16. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS. All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

18. NO THIRD PARTY BENEFICIARIES.

A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.

B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

19. SUCCESSORS IN INTEREST. The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

20. MERGER CLAUSE. This Contract and the attached exhibits constitute the entire agreement between the parties.

A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.

B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.

C. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

21. WAIVER. The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

22. REMEDIES. In the event of breach of this Contract, the Parties shall have the following remedies:

A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.

B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.

C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

23. INSURANCE.

A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. PROFESSIONAL LIABILITY. Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

iii. CYBER LIABILITY. Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

Required by County Not required by County.

- \$2,000,000 Per occurrence limit for any single claimant; and
- \$5,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Information Technology Director and Risk Manager

iv. COMMERCIAL GENERAL LIABILITY. Covering bodily injury, death and property damage in a form and with coverages that are satisfactory to the County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

Minimum Limits:

- \$1,000,000 Per occurrence limit for any single claimant; and
- \$2,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager
- \$500,000 Per occurrence limit for any single claimant
- \$1,000,000 Per occurrence limit for multiple claimant

v. AUTOMOBILE LIABILITY INSURANCE. Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for “Commercial General Liability” and “Automobile Liability”). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

Required by County Not required by County.

Minimum Limits:

- Oregon Financial Responsibility Law, ORS 806.060 (*\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury*).
- \$500,000 Per occurrence limit for any single claimant; and
- \$1,000,000 Per occurrence limit for multiple claimants
- Exclusion Approved by Risk Manager

B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.

D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

24. NOTICE. Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:

**

To County:

Procurement & Contracts Manager
555 Court Street NE, Suite 5232
P.O. Box 14500
Salem, Oregon 97309
Fax No. 503-588-5237

25. SURVIVAL. All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

26. SEVERABILITY. If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants to the County that:

A. Contractor has the power and authority to enter into and perform this Contract.

B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.

C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:

- i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
- iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
- iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

D. Any Goods delivered to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF Contractor. The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURE
BOARD OF COMMISSIONERS:**

Chair Date

Commissioner Date

Commissioner Date

Authorized Signature: _____
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: _____
Marion County Contracts & Procurement Date

[CONTRACTOR] SIGNATURE

Authorized Signature: _____ Date _____

Title: _____

**EXHIBIT A
STATEMENT OF WORK**

1. STATEMENT OF SERVICES. Contractor shall perform Services as described below.

A. GENERAL INFORMATION. *(Insert project background information, County objectives and any other general information that may be helpful to describe the context of this contractual relationship. This information may come from your solicitation document.)*

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. *(Describe specific services to be performed, deliverables to be provided, Goods to be delivered, the delivery schedule for the services, deliverables and Goods, including documents and reports, if any, to be created and delivered as part of the services. An individual reading the Contract must be able to easily answer the following questions: a. Who is purchasing? b. Who is selling? c. What is being purchased? d. How much is being purchased? e. When will it be delivered? f. How much will be paid and what is the payment method? g. When will payment be made? Be specific, clear, concise and complete when describing the intended performance obligations of the parties).*

C. SPECIAL REQUIREMENTS. Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

2. COMPENSATION. The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$ _____.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor \$ _____ for completing all Services and delivering all Goods required under this Contract.

B. BASIS OF PAYMENT FOR SERVICES. Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.

C. EXPENSE REIMBURSEMENT. County will not reimburse Contractor for any expenses under this Contract.

D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.

E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County Sheriff's Office
Attn: Contract Specialist
P.O. Box 14500
Salem, OR 97309**

Exhibit 2: Sample Vending/Commissary Menu List

** PERSONAL CARE**
4 OZ SHAMPOO
4 OZ CONDITIONER
4 OZ DANDRUFF SHAMPOO
WOMENS A/P DEODORANT
COOL ZONE DEODORANT
HYDROCORTISONE CREAM
COCOA BUTTER LOTION 4OZ
GEN TINACTIN(TOLNAFT CRM)
BACITRACIN OINTMENT
LIP BALM
SINGLE RAZOR
3 OZ IRISH SPRING SOAP
5 OZ MOISTURIZING SOAP
TOOTHBRUSH 4 INCH HANDLE
IBUPROFEN TABS
2.5OZ EFFERGRIP
GENERIC TYLENOL (NON-ASPIRIN)
TUMS ORIG 1-ROLL
4 PK TOILET PAPER
5 INCH COMB
PONYTAIL HOLDER
MISCELLANEOUS
LARGE STAMPED ENVELOPE
MANILLA ENVELOPE
PRE-STAMPED POST CARDS
GOLF PENCIL
PLAYING CARDS
PINOCHLE CARDS
BOWL WITH LID
PLASTIC CUP 22OZ
SPOON
WASHCLOTH WHITE
TUBE SOCK (ONE SIZE FITS)
1EA SINGLE SHEET PAPER
PLAYING CARDS POKER
PLAYING CARDS PINOCHLE
1.75 READING GLASSES
2.00 READING GLASSES

2.25 READING GLASSES
LEGAL KIT: 2 STAMPED ENVELOPES, 2 SHEETS OF PAPER
POSTCARD STAMPED
INDIGENT CARE
LEGAL KIT: 2 STAMPED ENVELOPES, 2 SHEETS OF PAPER
.6 OZ TOOTHPASTE
COMB
1 OZ SOAP
2 PK GENERIC TYLENOL
ROLL OF ROLAIDS
POSTCARD STAMPED
2 PK IBUPROFIN
1EA ENVELOPE STAMPED
5EA LINED PAPER
BLUE FLEX PEN
TOOTHBRUSH
** FOOD "DRY GOODS" **
FRITOS CHILI CHEESE 2OZ
NATURE VALLEY GRANOLA PB BAR
(PK) CHICKEN BREAST SHREDDED
OREO SANDWICH COOKIES
CHOCOLATE MARSHMALLOW PIE
AUSTIN CHEESE CRACKERS
AUSTIN PEANUT BUTTER CRACKERS
(EA) PEANUT BUTTER WAFERS
(EA) SWISS ROLLS
ICED CINNAMON SWIRL 4OZ
MEGA BUNEEZ
HOT LIL CHUB 1.625OZ SPICY SAUSAGE
BROWNIE
THREE MUSKETEER BAR
REESES P/BUTTER CUP
ORANGE COOKIES
AUSTIN CHEESE & PEANUT BUTTER CRACKERS
ROOTBEER BARRELS
JOLLY RANCHERS ASSORTED FLAVORS
ATOMIC FIRE BALLS
NOW AND LATERES
SUGAR FREE WILD FRUIT 1.7
CHEEZ-ITS
BUFFALO BLUE CHIPS
CHEETOS CHEESE CRUNCHY 2.0 OZ
DORITOS NACHO CHEESE 1.75OZ
FLAMING HOT CHEETOS 1.75OZ
PEANUTS

BROWN SUGAR POPTART 2PK
SHARP CHEDDAR CHEESE SQUEEZE
JALAPENO CHEESE SQUEEZE
(PK) MAPLE & BROWN SUGAR OATMEAL
STRAWBERRY CEREAL BAR
BLUEBERRY POP TART
PEANUTS SALTED
VANILLA CRÈME COOKIE
CHOCOLATE CHIP COOKIE
DUPLEX CREMES
CHOCOLATE CRÈME CUPCAKE
TOOTHPASTE COOL WAVE
(PK) TUNA
THAI RICE NOODLES
COFFEE COLUMBIAN
COFFEE CAPPUCINO
BLUEBERRY CHEESE DANISH
STRAWBERRY CHEESE DANISH
HOT HOT CHIPS
BUTTERSCOTCH BUTTONS
SQUEEZE PEANUT BUTTER AND JELLY COMBO
CAJUN MIX
TRAIL MIX
HEALTHY MIX
TROPICAL MIX
STUFFED JALAPENO CHIPS
CAJUN RAMEN
TEXAS RAMEN
HOT VEGGIE RAMEN
CHICKEN RAMEN
BEEF RAMEN
SNACK MIX
CHILI RAMEN
SOUR NEON WORMS
LEMON HEADS
CINNAMON LOAF CAKE
LEMON LOAF CAKE
2OZ SQUEEZE PEANUT BUTTER
1.5OZ POTATO CHIPS
3OZ SOURPATCH WATERMELON
RICE CEREAL TREAT W/ M&M's
REGULAR SAUSAGE
HOT COCOA
CREAMER
ARTIFICIAL SWEETENER
MACARONI & CHEESE 3 OZ
SPICY MAC & CHEESE 3 OZ

SPICY CHEESY RICE 2 OZ
SPICY CHEESY REFRID BEANS
OREO SANDWICH COOKIES
VANILLA CRM COOKIES 6OZ
CHOCOLATE CHIP COOKIES 6OZ
PEANUT BUTTER CRACKERS
CHEESE AND CRACKERS
2/PK STRAWBERRY TOASTER PASTRY
CHOCOLATE MARSHMALLOW PIE
CHOCOLATE ICED COOKIE
CHOC CREME CUPCAKE
M&M PLAIN
M&M PEANUT
BUTTERFINGER
SNICKERS BAR
MILKY WAY CANDY BAR
NESTLES CRUNCH
CHICK O STICK
PAYDAY
THREE MUSKETEER BAR
REESES PEANUT BUTTER CUP
KIT KAT
SKITTLES
BIG HUNK
RED LICORICE BITES
ROOTBEER BARRELS
JOLLY RANCHERS ASST. 3.70
STARLITE MINTS 3.75OZ
ATOMIC FIRE BALLS
SUGAR FREE WILD FRUIT 1.7
ROCKY ROAD BAR
INSTANT RICE
BBQ POTATO CHIPS
BBQ CORN CHIPS
HOT FRIES (ANDY CAPP)
CHEESE PUFFS
HOT SPICY PORK RINDS
CARAMEL POPCORN
SUNFLOWER KERNELS
CORNNUTS BBQ
JALAPENO NACHO CHEESE DIP
HIGH HEAT SAUSAGE 1.63OZ
PEPPERONI SUMMER SAUSAGE
BEEF & CHEESE STICK
(EA) GRANOLA BAR CHOCOLATE CHP
PEANUT BUTTER
PICKLE

FLOUR TORTILLAS
FRESH CATCH TUNA 4.23 OZ.
** BEVERAGES **
ORANGE DRNK
TEA W/LEMON
FRUIT PNCH
ORANGE BREAKFAST DRINK
WATER
SIERRA MIST

Exhibit 3: Current Vending Machine

Locations & Number of Machines:

Below is a list of the Jail and Transition Center housing units that are able to have access to vending machines and the number of machines (goods & beverages) per each jail housing unit.

Jail Unit	Quantity of "Dry Goods" Machines	Quantity of Beverage Machines
C 1-3	1	1
C 5-8	2	1
E 2-4	2	1
E 5	2	1
* G 3	2	1
* G 4	2	1

* Unit vending is not needed until units are occupied (TBD)

Transition Center Dorm	Quantity of "Dry Goods" Machines	Quantity of Beverage Machines
1	1	1
2	1	1
3	1	1
4	1	1

Exhibit C



IK Keefe
Group

13369 Valley Boulevard
Fontana, CA 92335
800.411.0454
Attn: Terry Schroeder
Vice President

SEALED BID
Keefe Commissary Network, L.L.C.

**Inmate Commissary and Trust Fund Services
#C25102-SO562-19**

BID DUE DATE:
May 10, 2019, 4:00 PM



Marion County Sheriff's Office
100 High Street NE
Salem, OR 97301



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	Addendum 1





May 7, 2019

Camille Peterson
Marion County Sheriff's Office
100 High Street NE
Salem, OR 97301

RE: **RFP #C-2510-SO562-19**

Dear Ms. Peterson:

Keefe Group would like to thank Marion County for the opportunity to submit a response to your RFP for Inmate Commissary and Trust Fund Services.

KCN is solely dedicated to Commissary Services and all aspects of enhancing financial return to Marion County Sheriff's Office and service to the inmate population. We are happy to address any concerns or negotiate any aspect of our proposal, should the need arise.

KCN views each account as a true partnership. Our company mission statement of '*Serving our Customers with Integrity and Innovation*' resonates with everything we do. The best measure of our success is our retention rates. Simply put, customers who partner with KCN, stay with KCN. In the Western Region alone, over 95% of our contracts have been renewed, extended or re-awarded in the past five years!

At Keefe, we focus every day on achieving the highest standards of quality, integrity, and accountability in our business and believe we are the candidate best suited to exceed your expectations. We look forward to the prospect of continuing our partnership with Marion County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry Schroeder', written over a faint circular stamp.

Terry Schroeder
Group Vice President



Executive Summary

Keefe will detail in the following proposal our ability to exceed Marion County's expectations as Inmate Commissary provider. Our offer includes a dedicated Account Manager working in tandem with jail staff to exceed your expectations for customer service. Keefe is proposing over \$120,000 in new hardware and infrastructure to exceed Marion County Jail commissary operations. Our proposal includes a new commission rate, all the hardware outlined in the bid, additional staff all without raising menu pricing on the menu or deposit services fee schedule. The desire of the jail and Sheriff's department to keep pricing and costs low is at the forefront of our offer. We have performed a market basket shopping list that verifies our current pricing and can be provided upon request to review.

Keefe accounted for all aspects of the commissary operation based on RFP requirements, long standing partnership with Marion County and our industry experience. Our unique knowledge of jail operations gives us a unique understanding of the needs of the county. Keefe has provided the most responsible and quality offer for this RFP and as always will remain flexible to the needs of the County and discuss any and all options and technologies. The following is a summary of the contents of this proposal.

Commissary Services Overview

- Commissary: Full Service Commissary Operation: Bag commissary orders off site and delivered one time per week. Delivery of commissary will continue as the jail wishes 4 days a week.
- Vending Operation: Direct Debit Vending Services: Vending machines are placed on the units to allow inmates to purchase items out of the machines. Secure metal cages will be provided for the work center units as requested by jail staff.
- Web Ordering: Secure Pak (web ordering) for Friends and Family, 24/7, 365 days.
- Menu: Sample menu with PRICING HELD for the first year with ability to review 500 items to expand your current menu offering.
- Our offer includes: ALL NEW EQUIPMENT! Keefe is investing over \$120,000 in new hardware, infrastructure (Includes: kiosks, vending machines, computers printers, vending cages for work center machines), software, supplies, support, warranties and training with regards to Commissary, Commissary related services and banking software.
- On Site Staff: On site staff members to deliver and perform all aspects of the commissary and vending operation. We have allocated additional staff to handle the store front operation needs and continue to keep vending machines stocked and assist with razor exchange.
- Deposit Services: No change to fee schedule for the first year! Another way to provide friends and family the ability to put money on the inmates trust account via web, phone, kiosk and mobile app.
- Secure Release: A no-cost way for the county to release inmates with a pre-loaded debit card at the time of release.





- Commissary Store: Keefe has the ability to provide a point of sale station at a specific location(s) within the facility to sell preapproved commissary items.
- Optional mid-week / weekend kits: Keefe will provide Marion County ideas and samples for kits to sell on site for inmates who miss the regular commissary service.

Keefe has offered the **leading technology in the industry for Inmate Commissary Management and Telephone Services**. Keefe will provide software and any training necessary, free of charge. Keefe will also provide 24 hour, 7 day a week, 365 day a year in-house support of our technology.

Keefe has more than **1,500,000 square feet** throughout our **22 distribution and service centers containing over \$80 million** in product that limits shortages and out of stock items, and provides a wider, more diverse product selection which will directly increase commissions to the facility.

We are happy to address any concerns or negotiate any aspect of our proposal, should the need arise.

We look forward to the opportunity to continue our successful partnership with Marion County!





QUALIFICATIONS AND EXPERIENCE

Proposers responding to this RFP must be capable of performing the following tasks and services:

- Correctional style Commissary and Trust Fund services to an estimated 600 inmates. Proposers responding to this RFP shall meet the following minimum qualifications:

 Keefe Response: Keefe has read, understands and complies with this requirement.

Keefe Group is comprised of six business units, including Keefe Supply Company, Keefe Commissary Network, Access Securepak, Access Corrections, ICSolutions, and Advanced Technologies Group.

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

Keefe Commissary Network (KCN) is the nation's leading provider of automated commissary management services and technologies to city, county and state correctional facilities nationwide. We work one-on-one with each client to design and implement a customized program for running commissary more efficiently and safely. Whether you simply want to shift to a paperless ordering system or completely outsource your entire operation, we can provide the most effective, comprehensive solution. We develop our technologies according to what our clients need and request. We write and support all of our own software and provide our own, live 24/7 technical support. Cutting-edge products such as our Edge inmate self-service kiosk, Keep Trak inmate banking software and Access Corrections suite of technologies are designed to streamline your facility's day-to-day processes, be a source of revenue generation at your facility and ultimately create a safer, more secure environment. KCN serves over 650,000 inmates weekly and 14 out of 17 outsourced state departments of corrections. And





because 100% customer satisfaction is always our number one priority, you can be assured that you'll receive unmatched service and support.

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

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

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

Advanced Technologies Group (ATG), founded in 1991 and acquired by Keefe Group in 2012, develops customizable enterprise software solutions specifically for state and federal correctional agencies. The company's software solutions are designed to support all aspects of managing offenders, including case management, electronic health records, pharmacy administration, trust accounting, commissary operations, food service, inmate enablement and investigation solutions. It helps state and federal correctional agencies to operate more efficiently and helps offenders prepare to re-integrate into society. To date, 9 statewide DOCs and all 126 Federal Bureau of Prisons institutions run ATG software solutions.





All staff must pass Criminal Justice Information Systems (CJIS) clearance, background check, orientation, obtain Marion County Sheriff's Office (MCSO) issued photo ID and receive security training prior to Proposer staff performing work in the Jail and Transition Center.

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

We will inform our employees of the county's policies, procedures, and rules; and employees will attend any orientation, training or other requirements set forth by the County. In addition, KCN offers security measures above the County's requirements, including our own background checks of all employees, drug screening and financial checks prior to hiring each employee. Should a promotion or accident occur, we perform additional drug screening. This is standard practice for all KCN employees.

Our delivery staff will carry all necessary ID and badges at all times while in the facility, and will wear company-provided, logoed polo shirts (the facility may choose the color of the shirt). All on-site employees are subject to all of the facility's requirements and security clearances, and will attend any orientation or training required by the facility.

- Three (3) years of experience providing services to a government agency of comparable size and responsibility.

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

- Manager or assistant manager assigned shall have at least three (3) years of experience in providing services to a government agency of comparable size and responsibility.

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





- Proposer and employees will be required to view the Prison Rape Elimination Act (PREA) Contractor Training Presentation at the following link http://prezi.com/m5ngpfih1y8b/?utm_campaign and acknowledge the review and receipt of PREA training before performing any work awarded as a result of this RFP.

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





INMATE COMMISSARY SERVICES

1. COMMISSARY

The Commissary services shall meet the following minimum specifications:

Commissary Items:

- a. Written Commissary plan with clear objectives, policies, procedures and annual evaluation of compliance.

Orders placed via kiosk and manual order forms will be filled out of our secure 125,000 s.f. warehouse in Reno, NV. Once filled, the orders will be shipped to the final destination and prepared for delivery. Keefe delivery agents prepare the commissary orders by sorting each order by location and delivery day. Then the orders are delivered to each inmate at their respective locations on days and times mutually agreed upon by Keefe and the facility commanders.

KCN utilizes a three-part receipt placed in the commissary orders. The three-part receipt is placed inside the clear plastic bag where it is visible to delivery staff and inmates. During delivery, the bag is opened and 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 the time of delivery. Credits due are noted on the receipt and handled following delivery within 24 hours. Keefe obtains and retains signed receipts for all orders. The second invoice is forwarded to any designee the County requires; complete electronic orders are also available for the county to review at any time. The third receipt is given to the inmate to keep for their records.

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 Saint 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 ensure a high product fill rate.

- b. Items available on a daily basis to avoid the inmate's desire stockpile.

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





Direct Debit Vending

This unique service, only available to the corrections market through Keefe Commissary Network, will allow inmates to make purchases from vending machines directly and immediately from funds they have in their inmate trust account (in the facility's banking system, either KCN's or a 3rd-party). There is no cost to the county to implement this service and KCN will provide the county with the same commission percentage offered for commissary. We have seen an increase in sales of 50%+ when implementing this program.

Storefront

As an option, we can provide a Point of Sale storefront, with hours of operation determined by the facility.

- c. Sell inmate phone cards, through agreement with current Inmate Phone service provider. Cards must be available via commissary sales. Inmates must have the ability to transfer commissary funds to phone account.

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

- d. Paperless commissary system for ordering items. (ie. kiosks, etc.)

Keefe Response: Edge software can be installed on Keefe's Edge kiosks, or via telephone ordering.

PHONE ORDERING

Any inmate may access Keefe's phone order entry platform from the Inmate Telephone System (ITS). Keefe's phone order entry platform may be accessed from the ITS via simple speed dial to Keefe's Integrated Voice Response (IVR) center. Connections from the ITS to Keefe's IVR may be analog or voice over IP. Keefe's IVR script announces the inmate's spendable balance, and enables order entry from Keefe's menu of commissary products. Orders placed on the Keefe IVR are swept on a scheduled basis for fulfillment and delivery. All items in the inmate's phone order entry request are listed on the delivery receipt, including items that were denied for various restrictions or insufficient funds.

EDGE KIOSKS

Keefe's EDGE housing unit kiosks are currently deployed at over 200 facilities servicing over 210,000 inmates nationwide.

The EDGE Kiosk operates on Keefe's hardware and software, which is developed by Keefe's in-house technology and development teams.





Each kiosk allows the inmate to participate in a number of self-service activities including:

- Commissary Order Entry
- Account History Review
- Message Exchange with staff
- Message Exchange with family members and friends including viewing and replying to messages (with Access Corrections Secure Mail & Secure Photo Program)
- Facility Bulletin Board Information





Edge Self-Service Activities:





Benefits & Security

Software security application prohibits exit from the kiosk application

- Thin client technology minimizes power consumption and prevents local data storage
- At less than 25 pounds, the unit is easily mounted with minimum stress to building structures – can also be converted to stand alone model

Account History

The Edge kiosk allows inmates to look up their accounts for balance and line item inquiries as well as order requests. Inmates enter their facility number then their pin numbers, just as if they were at a bank ATM.

The pin number is able to be reset by either the inmate or an authorized facility administrator.

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.

	Date	Type	Description	Amount	Balance
Account Information Credit as of 03/31/17	04/30/2007	CASH DEPOSIT	CURTIS HOLDEN	50.00	50.22
Fee # 7077	04/19/2007	EPR	OD 100043197 CommissPurch-Reg	-4.08	46.22
	04/08/2007	EPR	OD 100042825 CommissPurch-Reg	-49.13	4.90
Trans: JOB SACK	04/03/2007	*MEDICAL *	A-1.07	-3.00	54.03
	04/03/2007	MEDICAL	A-1.07	3.00	57.03
Available Funds: \$1.22	04/02/2007	EPR	OD 100042304 CommissPurch-Reg	-14.29	57.03
	03/23/2007	CASH DEPOSIT	ZENIA MERRILL	70.00	61.32
Debit Balance: \$1.10	02/21/2007	EPR	OD 100040894 CommissPurch-Reg	-27.68	1.32
	01/29/2007	CASH DEPOSIT	INTAKE	29.00	29.00
	01/04/2005	BALFWRD	BALANCE FORWARD	0.00	0.00

Commissary Ordering

The kiosk is designed to allow inmates to enter their orders and adjust them as often as they would like until the cutoff time. This is a huge advantage over other ordering systems, as it supports changes and additions and promotes increased sales.





Once the cutoff time is reached, all order requests are processed and all facility rules and restrictions are applied. After all requests are processed, orders are built and dispatched to the distribution center for fulfillment.

Inmates are able to create a “grocery list” with our kiosk system. Inmates are assigned facility approved order forms or menus which are displayed to the inmates as their choices. Each order form or menu is displayed in category sections. Inmates will simply touch the category that will then display the items to be added to the grocery list.



KCN has chosen to display pictures of all the products to the users allowing them to understand fully what items they are requesting. This provides an additional advantage for those who may have issues with literacy and/or language.

This module will apply all of the facility’s commissary restrictions at the time the order is created. Those restrictions include:

- Order for assignment
- Order form spending group limit
- Order form maximum spending limit
- Item category maximum spending limit
- Item maximum time quantity
- Item maximum quantity





- Resident indigence status
- Item indigence status
- Resident age
- Resident available balance

All refunds are done in real time and are linked back to the billing system to allow for a fully automated system.

Message Exchange with Staff

The EDGE Kiosks will allow facility staff to utilize Keefe’s The Edge Exchange (TEX) for reading and responding to inmate requests online.

TEX is a messaging service hosted by KCN that enables paperless communications between inmates and staff. The requests are routed from the EDGE kiosks directly to authorized facility staff for review, approval and/or facility reply.

Assigned	Status	Conversation Topic	Offender	Location	Start Date	First View Date	Last Message By	Last Updated	Flag
	New	B - Medical/Sick Call - B - Medical/Sick...	JOSE LIZ JIMENEZ	D 5W	4/25/2017...		JOSE LIZ JIMEN...	4/25/2017...	N/A
	New	A - Grievances - add - sandra martez	LUIS ABREU	E 4S	4/25/2017...		LUIS ABREU	4/25/2017...	N/A
	New	D - Dental - D - Dental - vijilio quesada	ROMAN BARET...	E 5N	4/25/2017...		ROMAN BARET...	4/25/2017...	N/A
	New	A - Grievances - A - Grievances - i am a...	HECTOR CLASEN	B 3W	4/25/2017...		HECTOR CLASEN	4/25/2017...	N/A
	New	B - Medical/Sick Call - mucha picaso en...	JOSE BENITEZ	E 4S	4/25/2017...		JOSE BENITEZ	4/25/2017...	N/A
	New	B - Medical/Sick Call - B - Medical/Sick...	WILLIAM MCCU...	B 5E	4/25/2017...		WILLIAM MCC...	4/25/2017...	N/A
	New	I - Community Reintegration - I - Comm...	CARL DEGNAN	C 3W	4/25/2017...		CARL DEGNAN	4/25/2017...	N/A
	New	I - Community Reintegration - urgent A...	LAMONT FREDE...	C 1E	4/25/2017...		LAMONT FRED...	4/25/2017...	N/A
	New	B - Medical/Sick Call - B - Medical/Sick...	RAUL REYES	A 3W	4/25/2017...		RAUL REYES	4/25/2017...	N/A
	New	B - Medical/Sick Call - Allergy - Allergy...	DWIGHT SAUN...	E 4S	4/25/2017...		DWIGHT SAUN...	4/25/2017...	N/A
	New	B - Medical/Sick Call - B - Medical/Sick...	RAUL REYES	A 3W	4/25/2017...		RAUL REYES	4/25/2017...	N/A
	New	A - Grievances - A - Grievances - the soc...	KEITH DOLISON	B 1W	4/25/2017...		KEITH DOLISON	4/25/2017...	N/A
	New	B - Medical/Sick Call - B - Medical/Sick...	ZENOBIA WILLI...	B 3E	4/25/2017...		ZENOBIA WILLI...	4/25/2017...	N/A
	New	I - Community Reintegration - talk - i ju...	DON WILLIAMS	C 3E	4/25/2017...		DON WILLIAMS	4/25/2017...	N/A
	New	A - Grievances - A - Grievances - aj	HECTOR CLASEN	B 3W	4/25/2017...		HECTOR CLASEN	4/25/2017...	N/A





Additional Features of the TEX Include:

- 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
- e. Maintain price control comparable to area convenience store prices.

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

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 performed comparison shopping at local convenience stores in Marion County, to verify that our menu pricing is in line with the surrounding community. We will provide receipts on request, due to the page requirements of this response.

- f. All commissary, vending or other items provided to inmates are subject to approval by Marion County Sheriff's Office Management staff.

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

We will not make additions to product offerings without the county's written consent. Your dedicated Account Manager will introduce new products, including holiday and seasonal specials, and provide samples as needed for the County's evaluation and approval.

- g. A pricelist of items on a standard commissary menu (See Exhibit 2; Sample Commissary Item List).

Keefe Response: Our proposed Commissary Menu with pricing is provided at the end of Tab 7. We have a master list of 500 items for jail staff to review and approve prior implementation.





- k. Identification of both an automated and manual system of delivery to the inmate population on all products offered for sale or required to be delivered. Such systems where automated, will use vending machines compatible for use with magnetic strip cards, barcode cards or bracelets and provided at no cost to the County. Further, these machines must have the electronic capability to operate on or replace the currently existing vending system in place at the facility. If other technologically advanced equipment is available, the County would like the information proposed as well.

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

Manual System

Our delivery agents will hand out items ordered via kiosk or bubble sheet.

Automated System

Direct Debit Vending

This unique service, only available to the corrections market through Keefe Commissary Network, will allow inmates to make purchases from vending machines directly and immediately from funds they have in their inmate trust account (in the facility's banking system, either KCN's or a 3rd-party). There is no cost to the county to implement this service and KCN will provide the county with the same commission percentage offered for commissary. We have seen an increase in sales of 50%+ when implementing this program.

The direct debit vending program is very successful due to the availability to purchase immediately, and it captures sales from those inmates who get released before commissary is received once per week.

How it works:

- Inmate presents his/her ID card to the card reader installed in the vending machine (card reader can also be programmed to allow the inmate's ID to be manually entered along with the inmate's PIN)
- Card reader displays the inmate's ID number and instructs the inmate to enter his/her PIN
- KCN system verifies this information, and if accurate, authorizes approval for a purchase to be made
- Once a selection has been made, the KCN system verifies the inmate's account balance (in facility'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





i. A plan to provide commissary items which cannot be vended including a plan for inmates without access to vending machines. Any such plan shall adhere to the following

1) Such items will be made available on a regular scheduled basis, agreed to by both County and Proposer.

Keefe Response: Keefe has read, understands and will adhere. Inmates can order via kiosk, phone system or manually via bubble sheet ordering.

2) Supply the necessary pre-printed commissary order forms, as approved by the County, to accomplish the sale.

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

Keefe will have printed scan forms available to all inmates for order placement. Keefe can provide several different types of menus to help promote a safe and orderly environment within the facilities (i.e. male, female, disciplinary, diabetic, etc.).

Each form has a signature line that must be signed as it indicates acknowledgement and understanding the terms of commissary orders and authorizes that funds be deducted from the inmate's trust fund account to pay for commissary.

After commissary orders have been processed, the orders are uploaded to Keefe's commissary software application. The order information is then retrieved at Keefe's safe and secure off-site warehouse where orders are filled.

3) Verify each inmate's name and State Identification Number (SID number) on the commissary order forms.

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

4) Verify inmate's addition and multiplication with each commissary order. Proposer will compare the individual computed commissary order form against their cash balance in the inmate's automated account.

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

5) Maintain on file all commissary order forms for sales to inmates for products where purchase is not an automated process.

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





- m. Monthly commission payments to the County. The commission percentage will be applied to gross sales prior to any expenses being deducted by the provider.

Keefe Response: We will pay commission on all commissionable items for Commissary. Non-commissionable sales (postage, tax, indigent items/kits, phone and tablet time) are not included. We will pay commission by invoicing the full sales amount less commission.

Reporting Requirements:

- a. Weekly report on sales and commissions.

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

The KeepTrak solution offers comprehensive reporting capabilities in all its modules.

Our online Report Library features 19 Standardized reports with parameters you can save and use again and again:

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

- b. Weekly accounting and documentation of commissary items for each inmate's account

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





- c. Provide the County with a statement of net and gross sales on a weekly basis. Statement of net and gross sales shall list separately total sales from vending machines in inmate areas, total cost of items delivered to the inmate population as mandated items.

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

Keefe Online Commissary application generates a robust number of commissary financial reports after commissary ordering is completed.

Listed below are a few types of reports available for printing. The reports below are typically provided in Excel format.

Workflow Reports include:

- Receipts
- Order Summaries
- Rejected Items
- Delivery Rosters
- Invoices

Analytical Reports include Sales and Refunds by:

- Item
- Category
- Delivery Batch
- Date Range
- Location
- Inmate
- Inmate

Restrictions:

- a. Correctional-experienced and professionally trained personnel that are subject to a criminal history background check by the County.

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

KCN performs a criminal records check and illegal substance use testing on all of its pre-employment candidates. KCN utilizes the following 12-step process for hiring all of its employees:

1. Assess the needs of the Department
2. Contact the Recruiting Department
3. Pre-Screen applicants





4. Prepare for interviews
5. Conduct focus interviews on final candidates
6. Administer Drug Test
7. Request Reference Check
8. Request Background Check
9. Make formal job offer
10. Present employee with copy of Job Description
11. Train
12. Test and assess the need for follow-up training

Keefe’s hiring practices emphasize internal referrals, which also act as a control for screening employment candidates. KCN maintains a drug-free work environment, and any violation of this policy will subject the employee to appropriate discipline, up to and including termination.

KCN’s philosophy regarding on-site employees is to encourage your involvement in the hiring process. Although they are employed by KCN, they will be at your facility at designated times and need to maintain good working relationships with your staff. KCN offers Marion County the opportunity to be a part of the interview process or review any of our qualified candidates, should the need arise for replacement of on-site employees.

- b. Restrict inmate purchases when needed.

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

Manage the widest possible set of order restrictions ranging from items, categories, time based purchasing, multiple spending limits, location-based profiles, indigent purchasing.

Type	Description	Example	Scope
Quantity per order	Any Item may be restricted to any quantity.	Any inmate may be restricted to no more than two 2-pack Tylenols per order	Per inmate, per order
Quantity per time span	In addition to the quantity per order restriction, any item may be restricted to any quantity over any time span in days.	Any inmate may be restricted to no more than four 2-pack Tylenols over a 60-day period	Per inmate, per item, per time span
Orders per time span	Any inmate may be restricted from placing any number of commissary orders over any time span in days.	Any inmate may be restricted to no more than four orders in thirty days	Per inmate, per time span





Disallowed item	Any item may be restricted entirely from a given inmate	Any inmate may have smoked sausage restricted entirely so that none may be ordered	Per inmate, per item
Category Quantity Restriction	Any inmate may be restricted to a given quantity of a collection of related items	Any inmate may be restricted to ordering up to 7 candy items	Per inmate, per category
Category Age Restriction	Any inmate may be completely restricted from ordering a class of items on account of age	Any inmate less than 19 years of age may be restricted entirely from purchasing tobacco products	Per inmate, per category
Spending Limit Restriction	Any inmate may be restricted to a maximum dollar amount to be spent per order	Any inmate may be limited to spending no more than \$50 per order	Per inmate, per order
Spending Limit over timespan	Any inmate may be restricted to a maximum dollar amount to be spent per week or month	Any inmate may be limited to spending no more than \$50 per order and no more than \$150 per month	Per inmate, per category, per timespan
Spending Limit Override	Any inmate may be granted a spending limit override to order a given item	Any inmate may be allowed to spend up to \$40 on a tennis shoes, which amount does not contribute to the spending limit for the rest of the items ordered	Per inmate, per item
Restriction Grid by Housing Location, Gender and / or Age	Entire restriction grids including combinations of any of the above restrictions can be applied automatically during the scan process based upon an inmate's location in the facility, gender or age	For example, an inmate in a female only pod can be automatically assigned to a female restriction profile without user intervention.	Per inmate, per grid
Indigent Items	Indigent purchasing requires both the item and the inmate to be classified as indigent. Commissary indigent inmate classification is determined instantaneously at time of order based on the current balance, indigent item purchasing may be controlled both at time of order and over a timespan	For example, an inmate with a current balance of \$2.25 may be classified as indigent at time of order, but indigent items desired may be restricted to one per order or one every 14-days, etc.	Per Inmate, per grid, per item





- c. The County reserves the right to control all spending and inmate purchases. The County also reserves the right to limit how much product or property an inmate may have or store at any time. (Inmate phone cards are not included in this limit.)

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

2. INMATE VENDING:

The inmate vending system shall be cost effective and self-supporting. The Proposer shall work with the County to ensure a financially sound and well-run operation. The purpose of vending at the jail is to provide inmates access to commissary items in units where items are allowed.

Vending services shall meet the following minimum specifications:

Vending Machines and Items:

- a. Vendor provided machines that dispense food, beverages and non-food items, i.e., over-the-counter medications, socks, hygiene products, etc.

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

As the current provider, we will continue the vending program already in place at Marion County.

- b. "Corrections Package" machines that are completely tamper-proof and provide no security hazards. Machines must be of such quality and constructed in a manner that will prevent any part being broken off and used as weapon or tool.

Keefe Response: The specifications for our vending machines is provided on the following page.





Specifications

Enclosure:

- Rugged, 14-gauge metal
- Lexan glass front on all snack machines, tempered glass with Lexan front on all refrigerated machines
- Front door access allows machine to be placed against the wall
- Slide-out components allows for easy re-stocking
- Four adjustable, leveling feet

Network & System Connectivity:

- Network cabling or wireless access points required in each housing unit
- Integration to the facility's banking system, either KCN's or a third party's (via Live Funds Interface)

Power Requirements:

- Standard 20 amp/110 volt power
- Optional uninterruptible power supply
- Amperage used:
 - Snack Machines, 3.0 amps
 - Snack & Refrigerated Machine, 10.8 amps

Dimensions & Weight:

- Snack Machine**
72"H x 39"W x 35"D
686 lbs.
- Snack & Refrigerated Machine**
72"H x 35"W x 35"D



- c. New machines that meet all the operational and security standards. Machines must be energy efficient, sized to appropriately fit into the Jail and Work Center and must operate quietly.

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





Machines must be equipped with electronic card readers, magnetic strip cards, barcode cards, bracelets or other non-cash method of delivery as required by MCJ.

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

Mag Stripe Readers and Bar Code Readers

Vending supports mag stripe readers and bar code readers. Mag stripe readers only read mag stripe cards. Bar code readers can read either bar-coded cards or bar-coded wristbands.

To complete a vending purchase, the system does not need any special feed from the JMS other than the normal booking integration.

- d. System must allow for tracking of individual inmate purchases and must be compatible with inmate accounting system.

Keefe Response: The JMS prints the bar codes on the wristbands (WITH NO LEADING ZEROS).

When the inmate shows the bar code to the terminal, it converts the bar code into the inmate's ID. The vending terminal looks into Keefe's banking/commissary system, not the JMS.

- e. All commissary, vending, or other items provided to inmates are subject to approval by Jail Security Lieutenant.

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

We will not make additions to product offerings without the county's written consent. Your Account Manager will introduce new products, including holiday and seasonal specials, and provide samples as needed for the County's evaluation and approval.

- f. Machines must be stocked and replenished at least once every 24 hours to avoid stockpiling of items by inmates. Stock should be monitored for sales and changed based on historic high sales and marketing success.

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

- g. Items packaged in a manner to provide for safety and security, i.e., plastic bottles, no aluminum cans, no glass, etc.

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

Security features of our industry leading products include:

- All containers shall be made of non-breakable material and clear where available.
- Combs and hair picks shall be made of non-breakable plastic no longer than six inches.





- All consumable products shall be nonalcoholic (mouthwash, etc.).
- At the time orders are pulled, orders are identified by an employee number (employee names are never used) to maintain correct fulfillment.
- Orders are sealed and delivered to the inmate population unopened. The KCN warehouse is a secured area monitored by video surveillance.

Keefe is the only commissary provider that operates its own packaging facility solely devoted to packaging items specifically for the correctional market. This 100,000 square foot state-of-the-art facility produces over 60 million pouches annually under both Keefe's private label brands, as well as top retail brand names like Maxwell House, Gatorade, Minute Rice, Jolly Rancher, Swiss Miss, Tang and Kool-Aid.

Keefe partners with key retail brands to develop products exclusively for the corrections channel, and its unique security needs. Currently, Keefe offers almost 100 different retail branded items that are made specifically for our market. These include: Frito Lay chips (Doritos, Cheetos, Fritos) Maxwell House coffee, Gatorade, Tang, Kool-Aid and , Crystal Light drink mixes in clear packaging, and Quaker Oatmeal packets in clear pouches, and Cap'n Crunch cereal in resealable/clear bags, among others.

- h. Vending machines may not dispense expired food. All items stocked in a vending machine or otherwise provided through Commissary must be in a closed and factory sealed package that has not been opened or altered.

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

- i. Adequate number of machines in each housing unit to keep up with the demand of the unit. The number of machines per housing unit will be recommended by the vendor and approved by the County. Current vending machine list provided. (See Exhibit 3; Current Vending Machine List).

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

- j. Technologically advanced machines with regular scheduled upgrades as new technology or software becomes available, at no cost to the County.

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

- k. Maintenance and service of vending machines and computer equipment required to operate the machines provided at no cost to the County. Work to be scheduled with Jail Security Lieutenant.

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

- l. Price control comparable to Northwest area convenience store prices.

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





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 performed comparison shopping at local convenience stores in Marion County, to verify that our menu pricing is in line with the surrounding community. We will provide receipts on request, due to the page requirements of this response.

- m. A pricelist of items on a standard commissary menu. Sample list provided. (See Exhibit 2; Sample Commissary Item List).

Keefe Response: Our proposed menu is provided in Tab 7.

- n. Monthly commission payments to the County. The commission percentage will be applied to gross sales prior to any expenses being deducted by the provider.

Keefe Response: We will pay commission on all commissionable items for Commissary. Non-commissionable sales (postage, tax, indigent items/kits, phone and tablet time) are not included. We will pay commission by invoicing the full sales amount less commission.

Reporting Requirements:

- a. Weekly reports on sales and commissions.

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

In addition to 19 standard KeepTrak reports described in the Vending section of this response, the KeepTrak Programs provide three levels of reporting:

- Native workflow reporting within the application
- Keefe Report Viewer reporting with Keefe-supplied custom Crystal Reports
- ODBC access to a variety of reporting products including Microsoft Access and Excel.

The KeepTrak Relational database is accessible by web services, ODBC connections, direct client connections, and export flat file, delimited, XML, or other industry standard formats

Restrictions:

- a. The County must be able to control all spending and restrict inmate purchases. The County must be able to limit how much product or type of product an inmate may purchase or store at any time as necessary for safety and security. (Inmate phone cards are not included in this limit.)

Keefe Response: Keefe has read, understands and will adhere. Our restrictions grid is provided on pages 18 and 19.





Caffeinated beverages are allowed inside the secure perimeters of the jail to inmates. Energy enhancing food or drink items are NOT allowed for inmates.

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

3. INMATE TRUST FUND:

The inmate trust fund shall be an efficient, economical, and integrity-based correctional accounting system that manages the debits and credits of inmate funds deposited into individual accounts. The accounting system shall reduce money handling by jail staff and allow transactions with minimal or no fees for friends and families attempting to place funds on inmate accounts.

Proposer shall provide:

- a. Administration of an accounting system with clear objectives, policies, procedures and annual evaluation of compliance.

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

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

- GAAP Account Classification
- Dual Entry Accounting
- Transaction Audit Controls
- Accounts Payable
- Accounts Receivable

The KeepTrak Software System is a suite of programs ideally suited for managing correctional commissaries.

KeepTrak Inmate Banking

The KeepTrak Inmate Banking system enjoys 20 years of success managing inmate accounts. The system currently manages more than 200,000 inmate accounts at over 350 correctional institutions nationwide. Major features of the KeepTrak Inmate Banking system include:

- **Inmate Accounting** - Providing convenient, flexible entry of all transactions related to the inmate's financial history including deposits, withdrawals, purchases, refunds, debts, holds, payroll, savings, closeouts, transfers and abandoned funds.





- **Cash Management Workflow** - Enforcing and retaining strict audit controls over the movement of cash and equivalents from facility to bank. The workflow automatically completes all required ledger transactions based on authorized checkpoints in the process of moving cash from booking, visit, mail room, release to vault to bank.
- **Bank Reconciliation** - Matching bank transactions to banking statement totals, allowing users to enter bank statement data, clear and void transactions and print reconciliation reports and to link to the bank for positive pay and automated bank reconciliations.
- **Visual General Ledger** - A book of original entry, an accounts payable journal and a report generator that lets users setup a chart of accounts, create transactions and utilize a full range of context-sensitive reports such as trial balance and transaction history.
- **Inmate Property** - Including the ability to inventory inmate property, locate property in a variety of container types, assign property for use while incarcerated, release property and dispose of property
- **Real Time Financial Interfaces** - Including direct debit interfaces to phone calling systems and online vending systems, automated deposit and disbursement capabilities including web, kiosk, phone deposits and MasterCard® logo debit card disbursement.

KeepTrak Commissary

The KeepTrak Commissary program starts its twenty-first year in the industry managing over 500,000 inmate shoppers and receipting more than 1.6 Million orders per month. Major features of the program include:

- **Flexible Order Collection** - Including kiosk, phone, scan, counter sales, cart sales and vending. Restrictions are managed consistently across all methods of order collection
- **Dynamic Restrictions Processing** - Including privilege level, progressive discipline, quantity and frequency of purchase by product, category and spending amount and coordination of inmate spending with Access Securepak family purchase programs.
- **Full Disclosure on Delivery Receipts** - Denied item information is stored in the system and printed on delivery receipts to streamline and add transparency to the delivery process.
- **Integrated Billing** - Linking the sales and refund activities at the facility to the KCN invoice and credit process makes bill paying timely and accurate.
- **Integrated Warehouse Fulfillment** - When used with the KeepTrak Inventory system, commissary orders may be processed directly to the correctional agency fulfillment center for preparation and delivery.

KeepTrak Inventory/Fulfillment Systems

The KeepTrak Inventory/Fulfillment system joined the commissary system in 2005 for use by correctional agencies that manage commissary inventories. The system has been adopted in four





states and a number of individual facilities. It is scheduled for implementation in two additional states. Major features of the program include:

- **Warehouse and Store Level Purchasing and Distribution** - Including hierarchical or flat distribution models and the ability to group inventory locations into management sets for common pricing, product and vendor standards
- **Vendor Profiles** - Including product providers with various product lines or delivery channel methods
- **Inventory Item Setup** - Including vendor purchasing number, UPC, Days on Hand and Safety Level thresholds, as well as sales tax profiles
- **Store Item Setup** - Including pricing, restrictions and gross margin rules
- **Purchasing** - Including Auto-recommendations for restock based on sales history
- **Receiving** - Automatic Update to Quantity on Hand
- **Transfers** - From Warehouse to Warehouse and From Warehouse to Store
- **Cycle Counts**
- **Inventory Adjustments**
- **Fulfillment Options** - Including Pick Ticket routing and Printing, Anonymous Pick, Grocery Till Bar-Code Verification and Automated Out of Stock Credits
- **Cost of Goods Sold and On-Hand reporting and audit trail**
- **GL Posting of Inventory Transactions (when used with KeepTrak Inmate Banking)**

Reporting and Data Accessibility

All KeepTrak Programs provide three levels of reporting including:

- Native workflow reporting within the application
- Keefe Report Viewer reporting provided with Keefe-supplied custom Crystal Reports
- ODBC access to a variety of off-the-shelf reporting products including Access and Excel.

b. A documented plan that identifies processes for the handling of inmate funds that encompasses receipt, collection, spending, disbursement and cash out upon release or transfer. The plan should include the following:

- 1) Electronic cash collection system that requires little to no staff labor

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

Keefe's Lobby Kiosk connects to the Keefe Access Corrections PCI compliant money transmitter network. The kiosk accepts cash or credit deposits or payments to inmate accounts. Family and friends may also place deposits from our web site, from retail outlets such as Dollar General or CVS stores, from the phone using our phone center or through IVR.





Enclosure

- Rugged 14 gauge metal
- Front door opens so kiosk can be placed against the wall
- Four adjustable leveling feet

Processor

- Intel® Celeron N2930 – Quad-Core 1.83GHz

Memory/Storage

- 4GB RAM
- SATA 128 SSD, 2.5", Non-Industrial

Software

- Windows IOT ENT, 2015

Display

- 15" TFT active matrix LED XGA (1280 x 1024)
- Capacitive touch screen

Security

- High security extra tough locking system
- Cash box lock

Power

- Web power switch
- Heavy-duty 6 ft. cord

Hardware Accessories

- Magnetic card reader
- Bill acceptor
- Video Camera
- Thermal printers: 3" receipt printer
- Dual Speakers

Network and Connectivity

- Dual 10/100/1000 Ethernet
- 8 – 2.0 and 1 – 3.0 USB ports
- 2 – Com ports and 3 headers
- Half-size mini PCI-e slo



Booking Kiosk

Booking Kiosk deposits are a special deposit type. This type of deposit includes special hardware linked to the KCN software.

Hardware

Keefe provides a cash-handling device, a booking kiosk that automatically totals the cash deposit at intake. The kiosk attaches to a Keefe computer with a USB cable. The Keefe computer records the





deposit and produces the receipt. The kiosk includes a bill acceptor and a coin acceptor. The unit is locked during regular operation.

At the close of shift, the cash and coin may be removed by unlocking the hinged enclosure. The bill cassette has a capacity of 500 bills. The cassette may be removed by depressing a lever. The loaded cassette may be stored in a safe.

Two unique keysets are provided: one for the enclosure and another for the cassette. The stored cassette may be unlocked when cash is accumulated for deposit to the bank. This enables separate custody controls for intake and financial staff. Coins should be emptied to a separate secure container. The empty coin box may then be re-positioned on the guidepost provided on the base of the unit.

Software

The Keefe software interacts with the booking kiosk to calculate the deposit automatically as cash is accepted into the kiosk. To place a booking kiosk deposit:

1. Look up the inmate's account
2. Choose the Intake Deposit transaction type from the drop down list,
3. Enter a description of the transaction.



The Keefe software knows that the kiosk will be entering the dollar amount, so the Amount field is disabled and the Deposit button appears above the field.

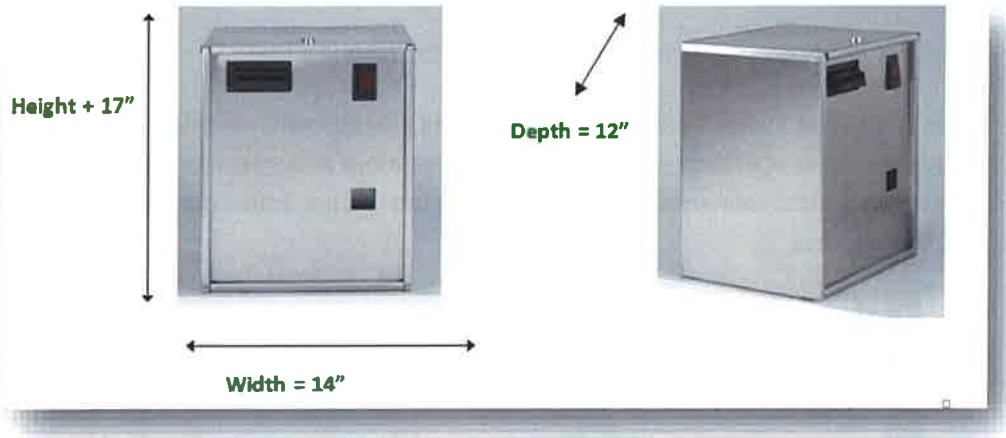
Press the deposit button to activate the kiosk. The software shows the status of the kiosk. The bill and coin acceptor lights flash to indicate kiosk ready status. At this time, either the inmate or the intake officer may load bills and coins. When all cash has been loaded, the intake officer clicks OK. The transaction is posted and the receipt is printed.

End of shift procedures are automatically linked to Keefe's powerful and secure Cash Management Workflow Module.

Booking Kiosk – Peripheral Dimensions and Requirements

- AC Power
- 1 free USB port on the computer
- Device driver update to Win XP service Pack 2

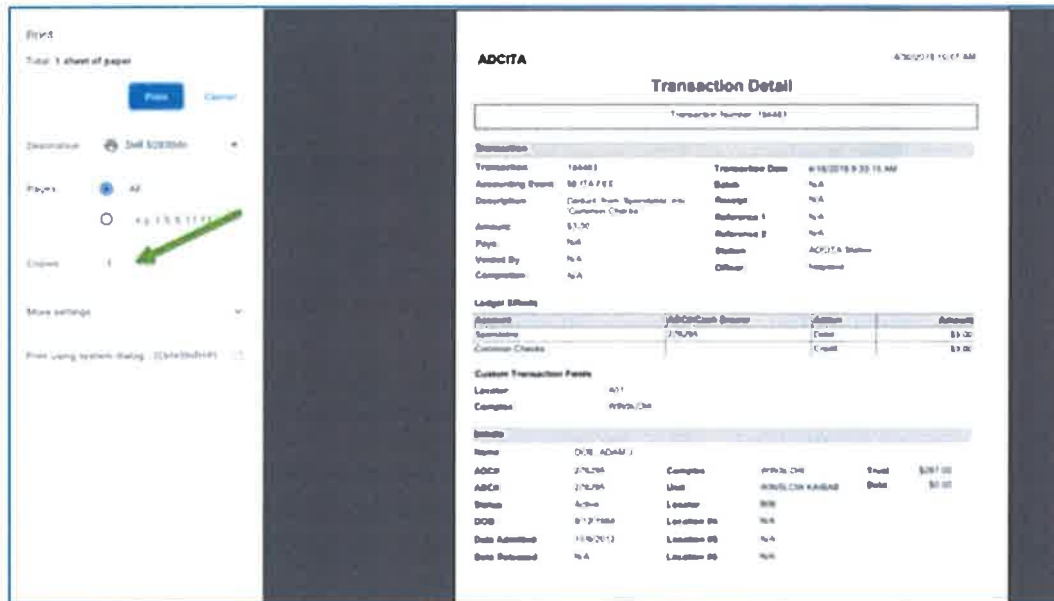




2) Receipt of money in intake with ability to print multiple receipts

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

After the initial receipt is generated following the transaction, users have the option to reprint as many receipts as required.

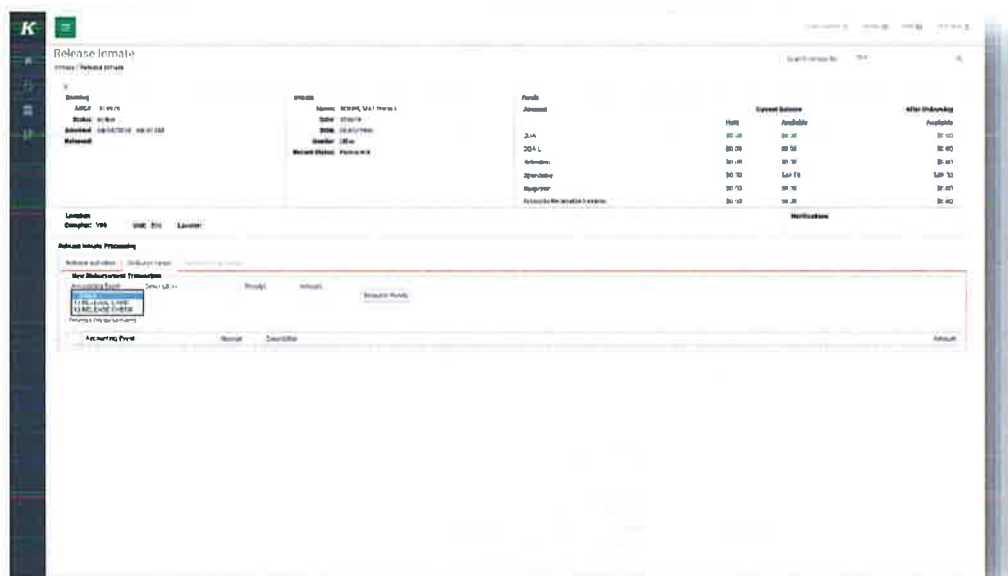




- 3) Ability to issue debit cards and/or checks upon release with inmate’s remaining money

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

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



- 4) Ability to issue checks when inmate transports to other facilities.

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

Keefe’s Inmate Banking application has a Multiple Release feature that allows the user to release a group of inmates, generate one check to the new facility such as a DOC, and generate a report for the intake officer to open new accounts.

- 5) Ability to account for all money on an inmate’s account (i.e. disbursement or use of funds to purchase commissary items, medical services, phone time, etc. and other services or items that may be chargeable to an inmate through the trust account).

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





- 6) An option to release inmate funds without service fees.

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

Keefe's Inmate Banking application provides a **facility-defined** release workflow that includes settlement of debt and issuance of one or more disbursement transactions to close out the account. Disbursement transactions include but are not limited to debit card, check, cash, and DOC transfers. Facilities may opt to choose a release fee or not.

- c. Weekly reports regarding the inmate's trust funds.

Keefe Response: Keefe has read, understands and will adhere. KeepTrak Banking supports this feature.

- d. Financial records for an annual audit and be available immediately upon request by the County.

Keefe Response: Keefe has read, understands and will adhere. KeepTrak Banking supports this feature.

- e. On-site staff coverage seven (7) days a week; twenty-four (24) hour access to inmate accounting and trust fund services.

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

- f. Accounting records accessible by the County at any given time.

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

- g. Maintenance and storage of records for a minimum of five (5) years after the term of the agreement resulting from this RFP.

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

All inmate accounting records are managed in the KCN software related to commissary purchases, including beginning balance, expenditures, remaining balance and ordered item history.

These records will be retained for the life of the commissary agreement, available for review by the facility staff. To the extent of the inmate information loaded to the KCN database via the County-specified interface, the facility will be able to generate the specified reports.

All data that is generated through the KeepTrak software will remain the property of the County and will be provided in the desired format upon termination of the contract.





KCN does not offer a license to use its banking and commissary software beyond the terms of the commissary agreement. KCN does offer support for transition of data to successor inmate banking systems.

- h. Receive and transfer funds for inmate phone use.

Keefe Response: Keefe has read, understands and will adhere. Phone cards are purchased via commissary order.

4. COMMISSARY AND TRUST FUND ADMINISTRATION:

The Proposer shall comply with all statutes, ordinances, and regulations and requirements of federal, state and local governing bodies applicable to the management and operation of the awarded commissary and trust fund accounting service contract. This includes obtaining and paying for all applicable licenses required to perform proposed services.

The Proposer shall comply with the following personnel and supervision guidelines:

- a. **Selection and Hiring:** All personnel being considered for hire by the Proposer shall complete the County Authorization for Records and Fingerprint Check. This requirement includes all equipment repair and maintenance personnel retained by the Proposer. The processing shall take no more than five to eight business days.

All inmate accounting records are managed in the KCN software related to commissary purchases, including beginning balance, expenditures, remaining balance and ordered item history.

These records will be retained for the life of the commissary agreement, available for review by the facility staff. To the extent of the inmate information loaded to the KCN database via the County-specified interface, the facility will be able to generate the specified reports.

All data that is generated through the KeepTrak software will remain the property of the County and will be provided in the desired format upon termination of the contract.

KCN does not offer a license to use its banking and commissary software beyond the terms of the commissary agreement. KCN does offer support for transition of data to successor inmate banking systems.

The County reserves the right to pull Proposer management, third-party repair and staff security clearances without notice for any reason at any time. The Proposer must notify the County immediately in the event a contractor employee is arrested or the contractor learns an employee is under criminal investigation. The Proposer shall also require any employee to notify them immediately when the employee is taking prescription medication that may adversely affect their job performance or safety.

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





The County requires that it be notified prior to the transfer/removal of any general and site manager and to interview/approve any replacement. The County reserves the right to reject any manager candidates without cause.

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

On-Site Staff

KCN's philosophy regarding on-site employees is to encourage your involvement in the hiring process. Although they are employed by KCN, they will be at your facility at designated times and need to maintain good working relationships with your staff. KCN offers Marion County the opportunity to be a part of the interview process or review any of our qualified candidates, should the need arise for replacement of onsite employees.

As in all of our facilities, KCN will provide management, including supervision, training, and staffing to serve the County. KCN will ensure that all commissary operations are provided in a safe, secure, efficient manner, and in compliance with all of your rules, regulations, directives, and policies.

KCN's employees, supplies, equipment, and vehicles are subject to security clearances by the facility. Any of KCN's employees, equipment, or vehicles that fail the facility's clearance process will be precluded from entering the facility.

KCN performs a criminal records check and illegal substance use testing on all of its pre-employment candidates. At your request, KCN will provide the procedures used and documentation compiled as a result of these checks.

The Proposer shall maintain staffing levels to include the equivalent of, one (1) full-time Account Manager and any additional staff necessary to meet the commissary needs of the jail.

KCN Keefe Response: Keefe has read, understands and will adhere. Details are provided in the Staffing Plan.

The Proposer shall staff its operations with the optimum number (no fewer than proposed) of employees at all times for the efficient operation of the facility. The respective Jail Operations Lieutenant must approve any subsequent reductions in the total number of hours proposed in writing.

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

- b. **Training:** Proposer's management and staff personnel will not be trained at any Marion County facility for work at non-Marion County sites without the express written permission of the respective Jail Operations Lieutenant.

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





- c. **Compliance with Rules and Regulations:** The Proposer and its employees assigned to any County area will be expected to comply with all County rules of conduct and dress concerning normal day-to-day operations. The Proposer is required to brief each of its managers and staff employees no less than annually on general and site specific security regulations and recommended best practices. Furthermore, the Proposer is to notify each of its employees no less than annually in writing that failure to follow the specified procedures will result in their security clearance being immediately revoked.

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

- d. The Proposer shall comply with the following Jail and Transition Center facility guidelines:
 - a. **Ingress/Egress:** The Proposer's employees must enter MCSO buildings via the designated building entrance(s) and be signed in and out of the buildings.
 - b. **Identification Badges:** All Proposer employees will wear the County supplied identification badge (with picture) face up in a visible manner from the point at which they enter the building and at all times while in the building until the point at which they leave the building. In addition, the County reserves the right to deny access to employees who fail to wear/bring their identification badge. Proposer will seize and return all County-supplied employee identification.
 - c. **Locked Doors:** The Proposer and its employees will be responsible for keeping all internal doors in assigned work areas closed and locked. The Proposer and its employees must adhere to all security restrictions imposed by the County.
 - d. **Employee/Inmate or Detainee Relationships:** The Proposer must ascertain and immediately notify the respective Jail Operations Lieutenant and facility commander verbally and in writing if any employee is related to or has or initiates an ongoing personal relationship with any person confined or previously confined as an inmate or detainee in any Sheriff's Office operated facilities. It is the Proposer's responsibility to require its employees to immediately alert the Proposer whenever a person who is a relative or personal acquaintance of that employee is admitted to any of the above noted facilities.
 - e. **Equipment Maintenance Vendors:** Maintenance vendors will be required to enter the building through the proper security channels. There will be no exceptions.
 - f. **Emergency Authority:** In an emergency situation, the County's Sheriff's Office command staff takes supervisory precedent over the Proposer's management and staff.
 - g. **Personal Items:** No tobacco products, prescription medications, personal laptops, cameras, video recorders, personal cell phones or any other personal items that could affect the security of Jail are permitted inside the confines of the Jail or Transition Center.
 - h. **Communication:** Proposer's employees will be required to carry and use County supplied radios or the Proposer's phone (compatible with Jail staff phones) at all times while inside facility. The Proposer is responsible to furnish on-site manager with a phone that is compatible for immediate communication with Jail supervisors.





The County will provide to the awarded Proposer a secure office including a desk, chair, filing cabinets. The Proposer will be responsible for their own computer, software, and internet connection.

Keefe Response: Keefe has read, understands and will adhere to items a-h in Section d.

The Proposer shall provide the County with their Quality Assurance Program identifying their quality control methods and standards to identify and prevent deficiencies in the inmate Commissary and Trust Fund program. The Proposer shall provide quarterly reports showing the outcome of the Quality Assurance Program.

Keefe Response: Keefe has read, understands and will adhere. Our support Service Level Agreement is provided on the following pages.





TRINITY SERVICES
GROUP



To: Keefe Group Customers
From: Support Services Management Team
Re: Support Services Incident Handling - Service Level Agreement

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

All incidents logged will be categorized using the following levels:

Level 1 – Urgent

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

Level 2 – Escalated

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

Level 3 – Standard

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





Priority Assignment: In the event you are not satisfied with the assigned priority level or have not received a response to your inquiry within the anticipated response timeframes, please send an email to Support Services escalation at escalations@keefegroup.com to let us know the urgency of the issue. The Support Services Management Team will escalate the ticket as required. An updated response will be sent to notify you that we have acknowledged and addressed the change request. If further clarification is needed, a representative from the Management Team will call the requestor.

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

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

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

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

Tier 1 Support –

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

Tier 2 Support -

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

Senior Management -

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

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Keefe Commissary Network • Keefe Group • Trinity Services Group





County shall provide a mutually agreed upon number of inmate workers for commissary service duties. These inmate workers will be supervised by the contractor

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

The County reserves the right to audit any aspect of its Commissary / Trust Fund program, as performed by the awarded Proposer. The awarded Proposer will keep accurate and complete records throughout the term of the contract and provide for access of records for at least five (5) years following the termination of the contract.

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

All inmate accounting records are managed in the KCN software related to commissary purchases, including beginning balance, expenditures, remaining balance and ordered item history.

These records will be retained for the life of the commissary agreement, available for review by the facility staff. To the extent of the inmate information loaded to the KCN database via the County-specified interface, the facility will be able to generate the specified reports.

All data that is generated through the KeepTrak software will remain the property of the County and will be provided in the desired format upon termination of the contract.

KCN does not offer a license to use its banking and commissary software beyond the terms of the commissary agreement. KCN does offer support for transition of data to successor inmate banking systems.

During the term of the contract, the County shall have the option to increase or decrease the amount of inmates and living units at the Jail and Transition Center to be serviced or the amount of service to be performed under the contract. The contract rate for increase or decrease shall be adjusted upon mutual agreement of the parties.

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

In the event that the parties cannot agree upon a rate for said increase or decrease in service, the contract may be terminated by either party upon thirty (30) days written notice.

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

Commission shall be paid to the County on a monthly basis. The commission percentage to be paid to the County will be computed on gross sales prior to any expenses being deducted by the Proposer.

Keefe Response: We will pay commission on all commissionable items for Commissary. Non-commissionable sales (postage, tax, indigent items/kits, phone and tablet time) are not included. We will pay commission by invoicing the full sales amount less commission.






5. COMMISSARY AND TRUST FUND TRANSITION

As part of planning, the Proposer shall provide an implementation plan that includes the implementation strategy, timeline, roles and responsibilities, staffing, change management, communication, risk management, and the strategy for transitioning from existing inmate commissary and trust fund services provider to the new inmate commissary and trust fund services program. The Proposer will closely consult with the Jail for all aspects of implementation.

A system cutover plan shall provide for continuous operation of current inmate commissary and trust fund services until transition has occurred between the current commissary and trust fund service provider and Proposer's commissary and trust fund program has been accepted by the Jail. The project schedule shall be provided in common negotiated format (like a specific version of Microsoft Project) for work plan baseline, charting, depicting the start and stop dates for all tasks, with major project events and milestones from contract execution to final program acceptance. Each schedule shall include tasks, constraints (predecessors/successors), assigned resources, task duration, task responsibilities, and milestones. The schedule shall identify the Critical Path and estimate of the project completion date, based upon the tentative project commencement date.

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





WORK PLAN & SCHEDULE

Keefe Response: As the current vendor, we will continue the current commissary operation without the disruptions or delays associated with a new startup. Equipment will be upgraded on a schedule that minimally impacts Marion County's staff.

Orders will be filled the same day we receive them, out of our 125,000 s.f. warehouse in Reno, NV. This expansive warehouse ensures proper inventory, product selection including health-oriented and ethnically diverse products; and added security. KCN inventories over \$5 million of product at a given time, so we rarely experience out of stock issues which lead to time consuming credits. KCN will fill and ship orders the same day we receive them.

Orders are sealed and delivered to the facility unopened in clear, perforated plastic bags. KCN packs these bags into boxes, and labels each box according to housing location for final delivery to the inmates. KCN's warehouse is a secured area monitored by video surveillance.

Keefe prides itself on responsive customer service, completely customizable programs with an emphasis on security, a professional and experienced staff, 100% secure distribution centers and a large enough inventory to ensure availability.

Vending

Vending machines are checked and filled Monday-Saturday.





STAFFING PLAN

Our current on-site commissary staff at Marion County includes:

- 1 Operations Manager
- 1 Operations Supervisor
- 2 Delivery Agents (commissary and vending)

We will hire an additional employee to staff the razor exchange program and POS storefront.

Our on-site commissary manager is the primary contact with facility staff, along with your dedicated Account Manager.





COST PROPOSAL / COST CONTROL

- a. **Cost Proposal.** The Cost Proposal shall include: (a) the cost for providing Commissary and Trust Fund services as per the scope of work, (b) itemized list and costs for all commissary/vending items proposer intends to provide, (c) commissary and vending commission rates, (d) all rates and fees associated with each service the proposer intends to provide
- (a) Our offer includes all necessary commissary equipment, software, supplies, support, warranties and training with regard to Commissary and Banking software; and Vending. There is no cost to the County.
- (b) We plan to invest over just over \$120,000 in new hardware and infrastructure improvements. Additionally we plan to install our own network to better service the facility. Here is what we are providing:
- 15 - Edge Kiosk with touchscreens (New Upgraded)
 - 1 - Inducomp - Booking Kiosk - no PC Bundle (New Upgraded)
 - 4 – Workstations and necessary hardware (New Upgraded)
 - 5 - Microsoft Office Home and Business 2019 - License
 - 5 - AntiVirus Software
 - 2 - Afaria License
 - 12 - AMS Sensit 39 Ambient Snack Vending Machine (New Upgraded) and all necessary upgraded hardware.
 - 4 custom made Vending Cages for the machines at the Transition Center
 - 1 Point of Sale system with all necessary hardware and software
- (c) We will pay **23%** on all commissionable sales for Commissary Sales. Non-commissionable sales (postage, tax, indigent items/kits, phone and tablet time) are not included. We will pay commission by invoicing the full sales amount less commission.
- (d) There are no fees payable by the County. Keefe will provide software and training free of charge. Keefe will also provide 24 hour, 7 day a week, 365 day a year in-house support of our technology.
- b. **Cost Control.** Provide information on how you will control project costs to ensure all work is completed within the negotiated budget for the project. Include the name and title of the individual responsible for cost control.

 **Keefe Response:** No costs will be incurred by Marion County.





Proposed Commissary Menu

Marion County

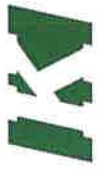
Item	Description	Price
Hot Snacks		
2664	Velveeta Mac & Cheese 3 oz	\$ 2.00
2667	Velveeta Rice Spicy Cheese 2 oz	\$ 1.50
2669	Vel Refried Beans Cheesy 4 oz	\$ 2.00
6004	Maruchan Ramen TX Beef 3 oz	\$ 0.80
6007	Maruchan Ramen Cjn Chick 3 oz	\$ 0.80
6026	Maruchan Ramen Chili 3 oz	\$ 0.80
6046	Maruchan Ramen Chick 3 oz	\$ 0.80
6048	Maruchan Ramen Beef 3 oz	\$ 0.80
6052	Maruchan Ramen Spicy Veg 3 oz	\$ 0.80
6147	Pulled Chick Buffalo 5 oz	\$ 4.75
6195	Prem Chick Breast Diced 4.5 oz	\$ 3.75
6527	Inst Oat Maple Br Sugar 1.51 oz	\$ 0.60
6673	Thai Palace Noodles Chili 3.7 oz	\$ 1.40
6001	Maruchan Ramen Shrimp 3 oz	\$ 0.80
6014	Maruchan Ramen Rst Beef 3 oz	\$ 0.80
2668	Vel Refried Beans Cheesy 4 oz	\$ 2.35

Cold Snacks		
2615	BC Summer Sausage 1.625 oz	\$ 1.85
3581	BC Summer Sausage Spicy 1.625 oz	\$ 1.85
6600	CA Tortillas Flour 8 oz 6 ct 8 In	\$ 1.55
6826	FC Chunklight Tuna 4.23 oz	\$ 3.65
6190	FC Fish Steaks Gr Chilis 3.53 oz	\$ 3.40
6191	FC Salmon Flakes 3.53 oz	\$ 4.45

Item	Description	Price
Chips		
2737	Fritos Chili Cheese 2 oz	\$ 1.25
3115	Cheez-It Crackers 1.5 oz	\$ 0.90
5156	Shabang Snack Mix 6 oz	\$ 2.95
6079	Shabang Potato Chips .5 oz	\$ 1.00
6102	ML Potato Chips St Jalap 1.5 oz	\$ 1.00
6125	ML Potato Chips Hot BBQ 1.5 oz	\$ 1.00
6127	CA Pork Rinds Hot & Spicy 2 oz	\$ 1.85
6134	ML Popcorn Caramel 3.53 oz	\$ 1.45
6153	ML Potato Chip Buff Blue 1.5 oz	\$ 1.00
6154	Doritos Nacho Cheese 1.75 oz	\$ 1.25
6159	Cheetos Flamin Hot 1.75 oz	\$ 1.25
6167	Cheetos Crunchy 2 oz	\$ 1.25
6208	King Student Mix 3.75 oz	\$ 1.85
6212	King Snack Mix Cajun 3.5 oz	\$ 1.85
6213	King Snack Mix Healthy 3.25 oz	\$ 1.85
6217	King Snack Mix Tropical 4 oz	\$ 1.85
6606	ML Pnuts Roast/Salted 1.75 oz	\$ 0.70
6805	Whole Shabang Peanuts 1.75 oz	\$ 0.75
6214	Sunflower Krnls Roasted 3.25 oz	\$ 1.45
6220	Corn Nuts Chile 1.4 oz	\$ 1.45
6103	CA Tortilla Chips Habner 1.5 oz	\$ 1.25

Beverages		
2014	Drink Mix Fr Vanilla Capp .81 oz	\$ 0.50
2015	Keefe Fr Dr Coffee Colomb 3 oz	\$ 5.50
2070	Keefe Hot Cocoa SS .8 oz	\$ 0.50
2077	Crystal Light Stick SF Rasp Ice	\$ 2.40
2120	Cool-Off Mix Lemonade	\$ 0.35

Item	Description	Price
Candy		
4000	M&M Plain Choc 1.69 oz	\$ 1.95
4001	M&M Peanut 1.74 oz	\$ 1.95
4005	Butterfinger 1.9 oz	\$ 1.95
4010	Snickers 1.86 oz	\$ 1.95
4013	Milky Way 1.84 oz	\$ 1.95
4019	Atkinson Chick-O-Stick .7 oz	\$ 0.50
4024	Sour Gummi Watermelon 3 oz	\$ 1.75
4032	3 Musketeers Bar 1.92 oz	\$ 1.95
4035	Reeses Pnut Butter Cups 1.5 oz	\$ 1.95
4040	Skittles Original 2.17 oz	\$ 1.95
4056	Peanut Butter Squeeze 2 oz	\$ 0.89
4100	Butterscotch Discs 4.25 oz	\$ 1.25
4120	Root Beer Barrels 4.25 oz	\$ 1.40
4135	Jolly Rancher Assorted 3.7 oz	\$ 1.85
4146	Atomic Fireball 3 oz	\$ 1.30
4151	Now & Later Original 3.25 oz	\$ 1.85
4155	SF Wild Fruit 1.75 oz	\$ 1.50
4166	Neon Nightcrawlers 4 oz	\$ 1.60
4168	Lemonheads Redrific 4 oz	\$ 1.60
4110	Lemon Drops 4.25 oz	\$ 1.85
4156	Vanilla Caramels 3 oz	\$ 1.85



Proposed Commissary Menu

Marion County

Item	Description	Price
Cookies & Pastry		
2725	Pop Tarts Br Sugar Cinn 2 pk	\$ 1.30
2726	Duchess Cinnamon Roll 4 oz	\$ 1.50
2758	Granola Bar Cr Pnut Butter	\$ 0.95
3030	MS Cookies Vanilla Creme 6 oz	\$ 1.45
3031	MS Cookies Or/Pinapp 6 oz	\$ 1.45
3035	MS Cookies Choc Chip 6 oz	\$ 1.45
3045	MS Cookies Duplex Cremes 6 oz	\$ 1.60
3193	Pop Tarts Strawberry 2 pk	\$ 1.30
3205	Moon Pie Choc Dbl Deck 2.75 oz	\$ 1.20
3230	MS Peanut Butter Wafer 2 pk	\$ 0.80
3236	MS Cake Swiss Roll 12 oz	\$ 0.80
3261	MS Honey Bun Mega 4.75 oz	\$ 1.50
3270	MS Cupcakes Choc Creme 4 oz	\$ 1.85
4314	Pop Tarts Blueberry 2 pk	\$ 1.30
4430	Cheese Danish Blueberry 4.25 oz	\$ 1.50
4431	Cheese Danish Strberry 4.25 oz	\$ 1.50
6540	Strawberry Bar Low Fat 1.3 oz	\$ 0.65
6816	Rice Krispy Treat M&M 2.1 oz	\$ 1.85

Condiments		
2081	Sugar 1 Srv	\$ 0.03
2082	Creamer Non-Dairy .105 oz	\$ 0.10
2217	Sweet Mate Sweetener 3.5 oz	\$ 0.10
6399	Pnut Butter/Jelly Combo 2.12 oz	\$ 0.70
6428	CA Cheese Cheddar 2 oz	\$ 0.75
6429	CA Cheese Jalapeno 2 oz	\$ 0.75
6501	Pickle Mild Dill 9.6 oz	\$ 1.30
4418	Squeezum Ketchup 9 G 12 ea	\$ 0.25

Item	Description	Price
Stationery & Misc		
9673	Marion Kit Legal Kit	\$ 2.51
9688	Marion Kit Post Card w/Stamp	\$ 1.11
0490	Soap Dish Hinged	\$ 0.80
1001	Postage Stamped Env Large	\$ 1.29
1015	Env No Clasp 9.5 X 12.5	\$ 0.50
1067	Paper Ruled 200 Ct 8 X 10.5	\$ 0.04
1070	Sketch Pad 8.5 X 11 50 Sheet	\$ 3.00
1204	Bend Eazy Pen Washable	\$ 0.90
1233	Bag Grocery Bag 12 X 7 X 17	\$ 0.20
1300	Aviator Playing Cards Poker	\$ 2.90
1305	Aviator Playing Cards Pinochle	\$ 2.90
1399	Bowl w/Lid 24 oz	\$ 1.90
1415	Gen Cup w/Lid 22 oz	\$ 0.90
1430	Washcloth 12 In X 12 In	\$ 0.75
4234	Thermal Mug 22 oz	\$ 4.80
5275	Reading Glasses 1.75 Diopter	\$ 4.00
5276	Reading Glasses 2.0 Diopter	\$ 4.00
5277	Reading Glasses 2.25 Diopter	\$ 4.00
7185	Socks Deluxe Tube Stripe	\$ 2.96

Item	Description	Price
Hygeine		
0001	Crawford Shampoo Balsam 4 oz	\$ 1.80
0002	Crawford Condition Balsam 4 oz	\$ 1.30
0020	Shampoo Dandruff 4 oz	\$ 1.80
0050	Softee Hair Dress Bergamot 5 oz	\$ 3.00
0106	Power Up Antiperspirant 2 oz	\$ 3.90
0147	Power Up Antiperspirant 2.5	\$ 3.60
0192	Hydrocort Cream Max 1% 1 oz	\$ 3.00
0215	Lotion Cocoa Butter 4 oz	\$ 1.30
0251	Athlete Ft Crm 1% Tolnaft .5 oz	\$ 2.80
0267	Ointment Bacitracin 1 oz	\$ 3.50
0273	Lip Balm Regular Flavor .16 oz	\$ 1.80
0400	Irish Spring Soap Original 3.2 oz	\$ 1.65
0424	Next 1 Soap Moistur Bar 5 oz	\$ 1.40
0430	Freshscent Soap Deodorant 1 oz	\$ 0.25
0530	Toothpaste Gel Fresh Mint 4 oz	\$ 2.25
0539	Freshmint Toothpaste .6 oz	\$ 0.50
0554	Toothbrush Antishank	\$ 0.40
0583	Ibuprofen 200 Mg 2 Pk	\$ 0.50
0595	Effergrip Denture Adhsiv2.5 oz	\$ 5.20
0614	Acetamphn NonAspirin 325Mg	\$ 0.50
0642	Rolaids Antacid Regular 3/Pk	\$ 1.75
0671	Cough Drops Cherry 30 ct	\$ 1.90
0800	Comb 5 In	\$ 0.20
0821	Gen Brush Palm	\$ 0.70
0855	J & D Pony Oh	\$ 0.50



Proposed Commissary Menu

Marion County

Item	Description	Price
POS Items		
0397	Next 1 Soap Coco Bttr Bar 5 oz	\$ 1.45
0048	Softee CondCoconut Oil 5 oz	\$ 3.70
0212	Infuzed Lotion CocoLime 15 oz	\$ 3.40
0141	Elementz Shampoo Thick 15 oz	\$ 3.65
0214	Infuzed Lotion Cocoa Shea 15 oz	\$ 3.70
0054	Elementz Gel Firm Hold 15 oz	\$ 3.85
0815	Military Brush No Handle	\$ 2.95
0570	Toothbrush Full Head Med	\$ 2.25
0398	Dial Soap Antibact Bar 4 oz	\$ 2.65
0120	Lady Stick Antiperspirant 1.4 oz	\$ 3.85
0439	Next 1 Soap Deod Hypoaller 3 oz	\$ 1.35
0412	Dial Soap Antibact Bar 3.5 oz	\$ 1.55

Item	Description	Price
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Item	Description	Price
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ADDITIONAL INFORMATION

If the County would like a storefront operation which would receive inventory and sell commissary items to inmates, Keefe will be happy to discuss.





RESUMES

Kathleen Jepson - Commissary Operations Manager, Keefe Group – 3 years

Kathleen Joined Keefe Group in 2016, bringing 15 years of management experience, with 10 years working in and around a correctional environment. Kathleen started as the Commissary Supervisor, and in April of 2017 took the position of Operations Commissary Manager at Marion County Jail.

Keefe's key regional team members introduced below support our commissary warehouse and onsite staff to ensure customer satisfaction.

Terry Schroeder - Group Vice President, Keefe Group – 18 years

Terry joined Keefe Group in 2001, bringing 30 years of sales and management experience to his position. He served as Group Vice President of our Texas Region, and joined the Western Region as Group Vice President in 2012. He oversees Keefe, KCN, Trinity, Securepak, Access Corrections, ATG and ICS sales and operations for the nine state Western Region.

Dennis Dempsey - Regional Vice President, Keefe Group – 16 years

As Regional Sales Vice President, Dennis is responsible for bulk sales. He is also in charge of managing our 125,000 square foot Reno, NV warehouse with over 80 employees. After graduating from C.S.U. Sacramento, Dennis achieved 15 years' experience in sales and regional management before moving to Keefe Group in 2003. Starting as an Account Manager, he was promoted to Regional Sales Manager for our Reno operations in January 2006, then to his current position as Vice President in January 2009.

Angelo Leber – KCN Regional Manager, Keefe Commissary Network – 11 years

Angelo joined Keefe Group as an Account Manager, before becoming Regional Manager for the Western Region. He oversees KCN customers in nine states, working with account managers to coordinate logistics, project management, and menu configurations. Angelo's correctional commissary experience includes operations, security, technology options, and delivery.

David Nicholson Account Manager, Keefe Group – 13 years

David has held various positions within the company, including Operations Manager, and is located in Boise, Idaho. David has experience with corrections, inventory control, management, sales and logistics. He holds a Bachelor's Degree in Finance from Idaho State University. David's currently customer base is located in Idaho and Oregon which consists of County, State and Federal agencies.

Aaron Timberman – Onsite Operations Director, Keefe Commissary Network – 17 years

Aaron has been with Keefe since 2012, beginning with Trinity in 2002. Aaron began his career as Operations Manager and was promoted to Regional Manager for the West in 2015. He currently resides in Folsom, CA, and continues to support customers in five states. Aaron holds several degrees, including a Master's degree in Business.





Carlos Reyes - Operations Manager, *Keefe Commissary Network* – 22 years

Carlos has worked for Keefe since 1997. He has been successful in many roles, including Client Relations, District Manager, Warehouse Manager, Purchasing Manager; and Team Lead for opening the Florida DOC contract. Carlos oversees TKC operations and customer support in five states, working with customers and account managers to insure all operations aspects of the business and projects are complete on satisfactory basis.

Kris Dick - Regional Operations Director, *Keefe Commissary Network* – 15 years

Kris joined the Keefe/KCN team in August 2004. He came to KCN with six years of warehouse management experience from the United States Army. Kris oversees shipping and receiving, KCN order fulfillment, and on-site operations; monitors truck lines and inventory levels, and provides employee training and support.

Manuel Ramirez - Regional KCN Systems Support Manager, *Keefe Group* – 6 years

Manuel joined Keefe Group in April, 2013, with over 10 years' experience in the corrections industry. He has served correctional facilities such as California DOJ, California DOC, and various Sheriff Departments in CA, NV, AZ, and the INS. Manuel was a key contributor in implementing and supporting Live Scan, and has received the Gold Star Recognition award from the Riverside County Sheriff's Department.

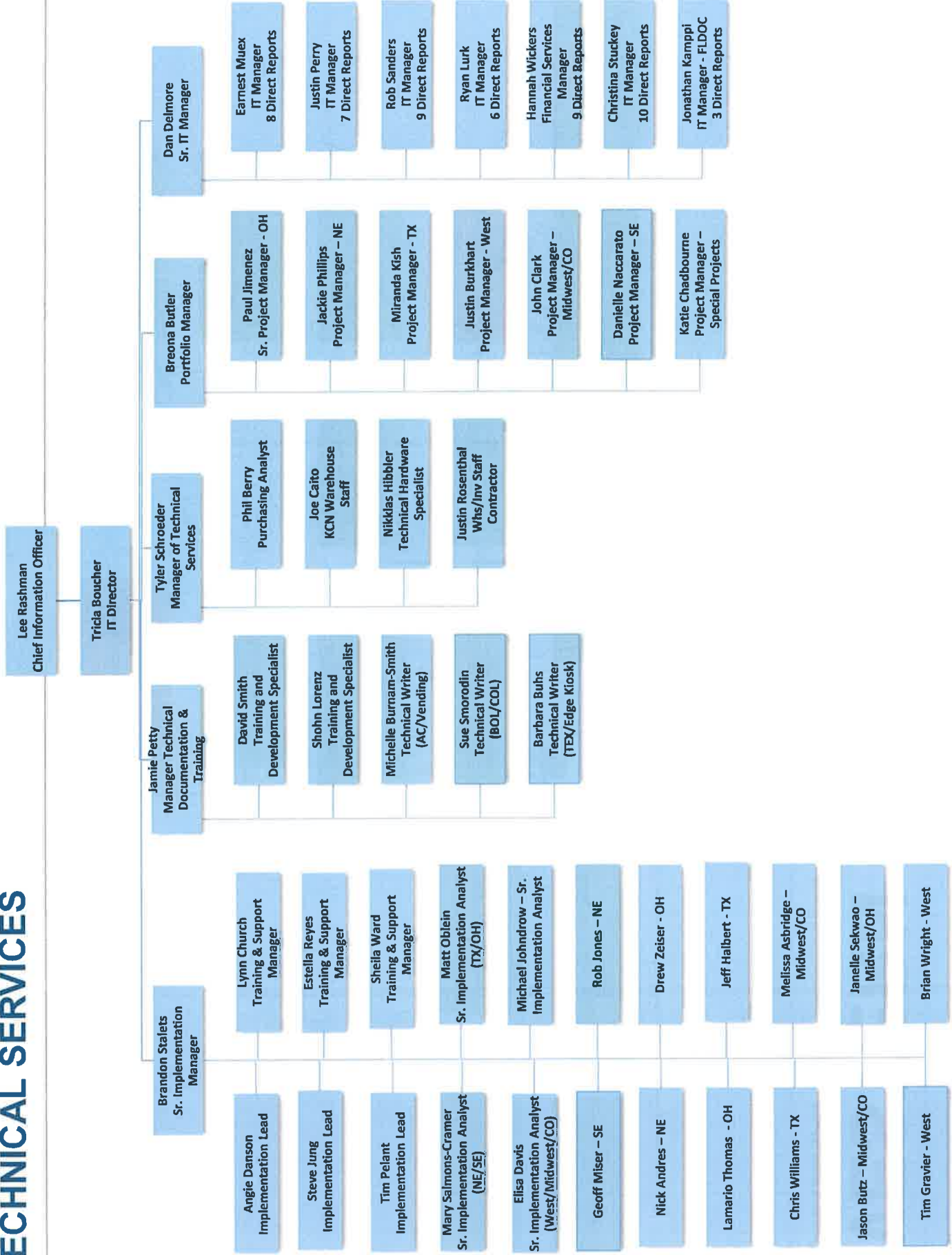
Matthew Coy - Implementation Analyst, *Keefe Commissary Network* – 10 years

Matthew has worked for Keefe since 2009, starting in the Swanson Services division. He oversees TKC implementation of technology for customers in five states, working with customers and account managers to coordinate installations, repair, and maintenance of hardware and software.



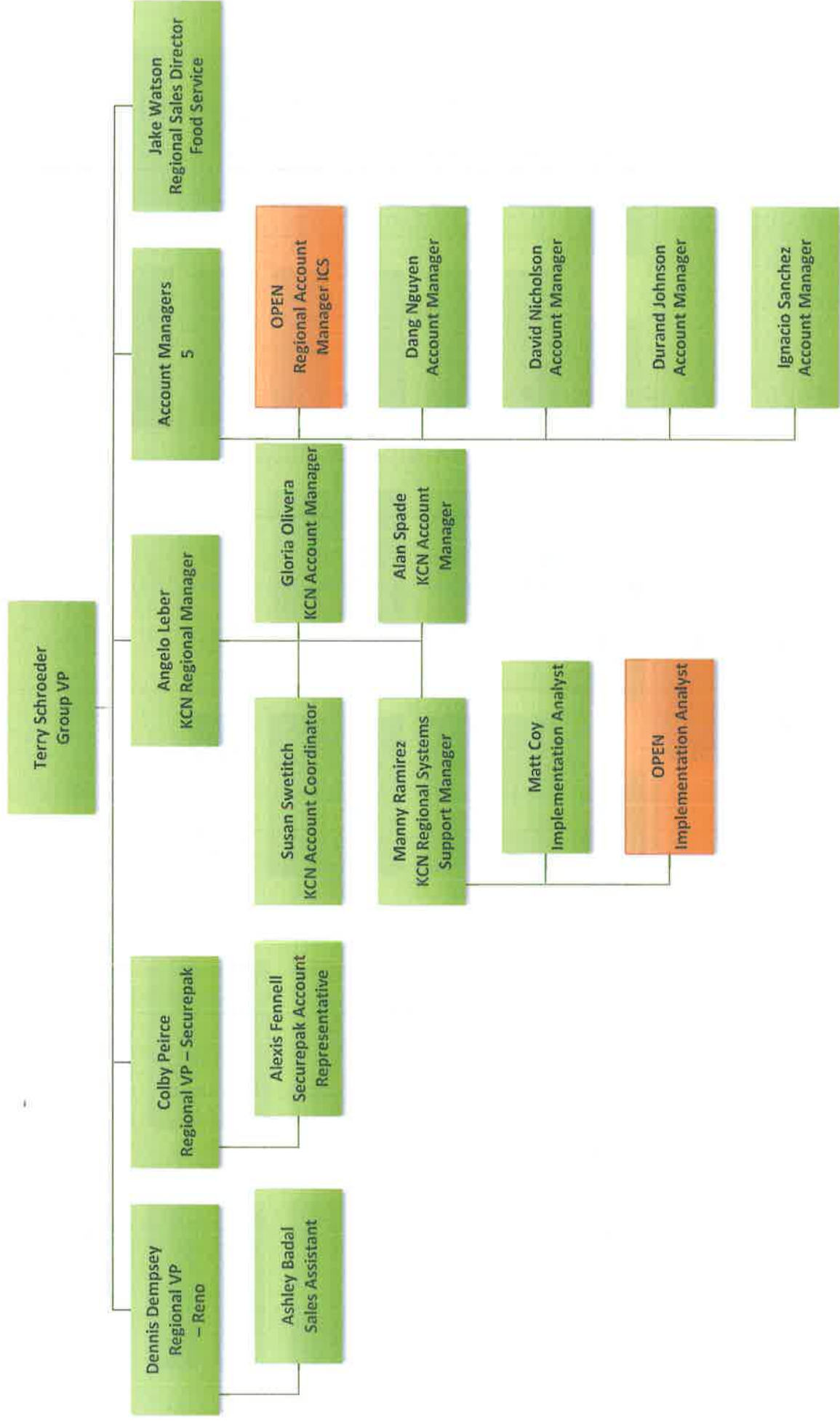


KEEFE GROUP TECHNICAL SERVICES



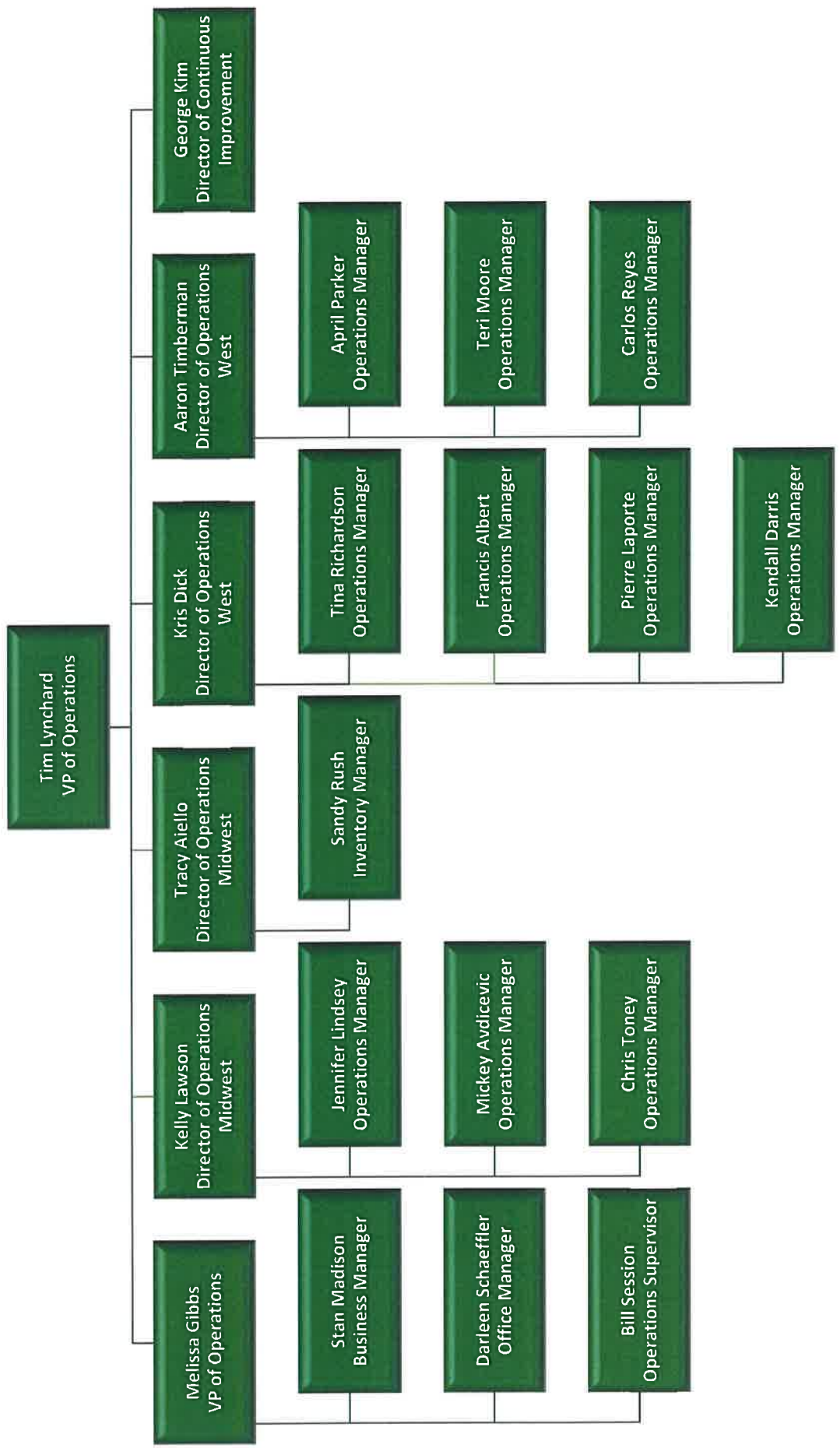
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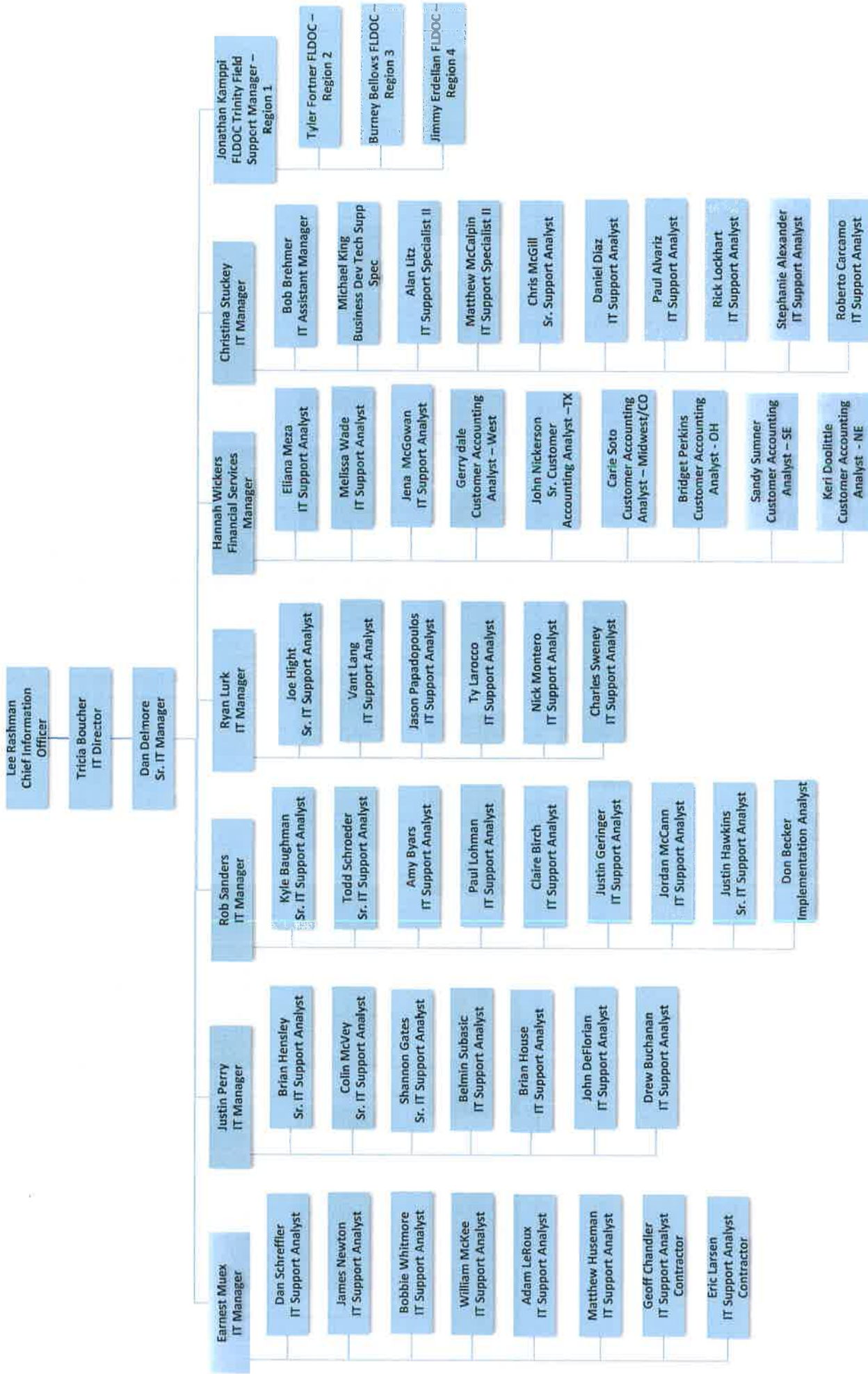


COMMISSARY OPERATIONS - WEST



KEEFE GROUP

TECHNICAL SERVICES



KEEFE GROUP

TECHNICAL SERVICES

