



# Clackamas County Sheriff's Office

ANGELA BRANDENBURG  
Sheriff

March 31, 2022

Board of County Commissioners  
Clackamas County

Members of the Board:

Requesting Approval to enter a contract with Keefe Commissary Network, LLC for Inmate Commissary Services

<b>Purpose/Outcome</b>	This contract provides three services which include: 1) Indigent kits and supplies 2) Pre-paid debit card services 3) Provide commissary goods to Adults in Custody housed at the Clackamas County Jail
<b>Dollar Amount and Fiscal Impact</b>	The maximum contract value is \$300,000.00 based on the following breakdown: 1) Indigent kits and supplies \$100,000 2) Pre-Paid Debit Card Services \$200,000
<b>Funding Source</b>	Funded by the Jail's Inmate Welfare Services Fund. No additional general funds dollars are involved in this agreement
<b>Duration</b>	Effective upon signature by both parties and effective until November 30, 2026. This contract also contains two renewal periods of two years each upon written Approval by both parties
<b>Previous Board Action/Review</b>	The County Board of Commissioners has previously approved agreements for Inmate Commissary Services, which were previously contracted with Keefe Commissary Network
<b>Strategic Plan Alignment</b>	Ensure safe, Healthy, and Secure Communities
<b>Counsel Review</b>	AN 2/22/22
<b>Contact Person</b>	Captain Lee Eby
<b>Contract No.</b>	4786

## BACKGROUND:

The Clackamas County Sheriff's Office (CCSO) has previously contracted with Keefe Commissary Network to provide indigent kits, pre-paid debit cards, and commissary goods to Adults in Custody at the Clackamas County Jail. If an Adult in Custody has a balance remaining in their inmate welfare fund, Keefe will coordinate issuing a debit card for this amount remaining on their account. Keefe will also provide three cashier kiosks utilizing the vendor's proprietary software for inmates residing in the Clackamas County Jail. Keefe provides food and beverages for sale to inmates of Clackamas County Jail.

## PROCUREMENT PROCESS:

This project was advertised in accordance with ORS and LCRB Rules on July 29, 2021, Through RFP 2021-59. Proposals were publicly opened on August 30, 2021. The County received three (3)

Office: 9101 SE Sunnybrook Blvd., Clackamas, OR 97015

Mailing: 2223 Kaen Road, Oregon City, OR 97045

Phone: 503-785-5000 • Fax: 503-785-5190 • [www.clackamas.us/sheriff](http://www.clackamas.us/sheriff)

Proposals in response to the RFP. After review of the Proposals, contracting with Keefe Commissary Network, LLC was determined to be in the best interest of the County based upon the scoring criteria outlined in RFP 2021-59.

**RECOMMENDATION:**

Staff respectfully recommends the Approval of this intergovernmental agreement between Clackamas County and the Oregon Department of Transportation.

Respectfully submitted,

Jenna Morrison  
Chief Deputy



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #4786**

This Goods and Services Contract (this "Contract") is entered into between **Keefe Commissary Network, L.L.C. ("KCN" or "Contractor")**, and Clackamas County, a political subdivisions of the State of Oregon ("County") on behalf of the Clackamas County Sheriff's Office, for the purposes of providing inmate commissary services.

**I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until **November 30, 2026**. This Contract may be renewed for two (2) additional 2-year periods upon written approval of both parties. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**II. SCOPE OF WORK**

Contractor will provide services under this Contract (collectively the "Work"): (1) upon request of County, Contractor will provide indigent kits and supplies ("Supply Kit Work"); (2) Contractor will provide inmate pre-paid debit card services ("Debit Card Work"); (3) Contractor will provide commissary goods to inmates housed at County's jail in the types and at the amounts set forth in "Exhibit C" ("Commissary Work"); (4) Contractor will provide Access Securepak® Inmate Package Program Service ("Access Securepak Work") to inmates housed at County's jail (Contractor shall process and deliver orders placed through its Access Securepak website on the terms and conditions provided therein). The Work is further described in RFP 2021-59 Inmate Commissary Services, issued July 29, 2021, and as amended with Addendum #1, issued August 25, 2021, attached and hereby incorporated by reference as **Exhibit "A,"** and Contractor's response to RFP 2021-59, attached and hereby incorporated by reference as **Exhibit "B."** This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit "A", Exhibit "B," the revised Fee and Item Schedule attached as **Exhibit "C"**, and The Secure Release™ Prepaid Debit Card Release Additional Terms And Conditions, attached as **Exhibit "D."** Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.

The County's Representative for this contract is Barb McCullough, 503-722-6703,

**III. COMPENSATION**

**1. PAYMENT.**

- A. Supply Kit Work.** In consideration for Contractor providing indigent kits and supplies upon request of County, County will pay Contractor, on a time and material basis, for the items as listed in the revised Fee Schedule, Exhibit C. The total compensation for these kits and supplies shall not exceed \$100,000.00 over the life of this Contract.
- B. Commissary Work.** Contractor will not charge County for providing the Commissary Work. Commissary items will be sold to end purchasers, not the County, at the rates identified in Exhibit C. Contractor shall pay County a commission for the sale of commissary items in an amount

equal to 20% of adjusted gross sales of commissary items. "Adjusted gross sales" is defined as gross commissary sales minus the sales of noncommissioned commissary items as listed in Exhibit C. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in applicable law, the commission paid to County shall be reduced accordingly. Additionally, in the event of material cost changes in federal, state, or local taxes including, but not limited to, social security taxes, unemployment taxes or payroll based taxes or an increase in the minimum wage rate or the implementing regulations or the enactment or application of any "living wage", "prevailing wage" or similar laws by any governmental entity; and/or an increase in employee benefits whether as a result of a change in federal, state, or local laws or a federal, state, or local legislative or regulatory mandate or otherwise, it is agreed that the parties shall adjust the commission to reflect said increases. If other material conditions change due to causes beyond Contractor's control, including but not limited to, a change in the scope of services, menu changes requested by Customer, material decreases in inmate population or changes in federal, state or local standards or regulations or any other change in condition beyond Contractor's reasonable control, it is agreed that the parties shall negotiate, in good faith, a potential adjustment to the commission paid to County. If the parties are unable to agree upon an amendment, the parties may agree to terminate this Contract.

Commissary Invoices. Contractor will invoice County on a weekly basis for all commissary items purchased. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. If Contractor fails to present invoices in proper form within ninety (90) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: Lydia Hamann via email [lhamann@clackamas.us](mailto:lhamann@clackamas.us)

- C. Access Securepak. Contractor shall not charge County for the Access Securepak Work. Contractor shall pay County a commission equal to 20% of all final Securepak sales made on behalf of inmates at County's jail, less any sales tax, returns, processing fee, refunds and/or chargebacks resulting from or arising out of the sales. County agrees that Contractor may charge inmates a processing fee for each order which may be amended by Contractor from time to time.
- D. Debit Card Work. For pre-paid debit cards, the County agrees to pay the initial fee of \$3.95 per card issued to an inmate. The total Compensation for the pre-paid cards shall not exceed \$200,000.00 over the life of this Contract. The Debit Card Work shall be subject to the additional terms and conditions set forth in Exhibit D.

Debit Card Work Invoices. Invoices submitted for payment shall be properly documented and shall indicate pertinent County contract and/or purchase order. All charges related to Debit Card Work shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute ("ORS") 293.462. If Contractor fails to present invoices in proper form within ninety (90) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: Lydia Hamann via email [lhamann@clackamas.us](mailto:lhamann@clackamas.us)

**E. TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No

If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.

**F. CONTRACTOR AND COUNTY CONTACTS.**

<b>Contractor</b> <b>Administrator: David Nicholson</b> <b>Phone: 208-345-6552</b> <b>Email: <a href="mailto:dnicholson@keefegroup.com">dnicholson@keefegroup.com</a></b>	<b>County</b> <b>Administrator: Captain Lee Eby</b> <b>Phone: 503-722-6760</b> <b>Email: <a href="mailto:leeby@clackamas.us">leeby@clackamas.us</a></b>
--	--

**IV. CONTRACT PROVISIONS**

- 1. ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Upon 30 days' notice, County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
- 2. AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County's reasonable administrative discretion, to continue to make payments under this Contract.
- 3. CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
- 4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident

Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the negligent conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.
9. **INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental

coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

**10. INSURANCE.** Insurance policies are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the relevant sections of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the relevant sections of above policy.

**C. CYBER LIABILITY:**

The Contractor agrees to furnish the County evidence of Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.

**d.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured for each of the aforementioned required insurance policies. If Contractor's insurance policies do not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Contractor shall use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation. The aforementioned policies shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be

acceptable in lieu of “tail” coverage, provided it’s retroactive date is on or before the effective date of this Contract.

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the County and Contractor Contacts outlined in Section III. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). If notice is sent to Contractor, a copy shall also be sent to: Chief Legal Officer, TKC Holdings, Inc., Chief Legal Officer, 1260 Andes Blvd., St. Louis, MO 63132. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County’s normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

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 by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County’s supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the “Work Product”) is the exclusive property of County. County and Contractor intend that such Work Product be deemed “work made for hire” of which County shall be deemed the author. If for any reason the Work Product is not deemed “work for hire,” Contractor hereby irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.



Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- 14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.
- a. Performance Warranty. Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
  - b. Service Warranty. Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.
- 15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article IV, Sections 1, 6, 8, 11, 13, 14, 15, 16, 18, 21, 22, 23, 27, 32, and 33, and all other terms and conditions which by their context are intended to survive termination of this Contract.
- 16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions 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.
- 17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. However, Contractor and County agree that this contract shall constitute written approval from the County for Contractor to perform the Debit Card Work contemplated, which is performed through Contractor's partnership with a vendor. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 26 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract. By execution of this Contract, County hereby provides written approval that Contractor may subcontract the Debit Card Work, as described in Exhibit B.
- 18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall

inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

- 19. TAX COMPLIANCE CERTIFICATION.** The Contractor shall comply with all federal, state and local laws, regulation, executive orders and ordinances applicable to this Contract. Contractor represents and warrants that it has complied, and will continue to comply throughout the duration of this Contract and any extensions, with all tax laws of this state or any political subdivision of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318. Any violation of this section shall constitute a material breach of this Contract and shall entitle 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 or applicable law.
- 20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.
- 21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

- 22. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- 25. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, pandemic, endemic or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

**29. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.

**30. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

**31. COOPERATIVE CONTRACTING.** Pursuant to ORS 279A.200 to 279A.225, other public agencies may use this Contract resulting from a competitive procurement process unless the Contractor expressly noted in their proposal/quote that the prices and services are available to the County only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with Contractor; the County accepts no responsibility for performance by either the Contractor or such other agency using this Contract. With such condition, the County consents to such use by any other public agency.

**32. CONFIDENTIALITY:**

Contractor acknowledges that it and its employees and agents may, in the course of performing their obligations under this Contract, be exposed to or acquire information that the County desires or is required to maintain as confidential. Any and all information of any form obtained by Contractor or its employees or agents in the performance of this Contract, including but not limited to Personal Information (as "Personal Information" is defined in ORS 646A.602(11)), shall be deemed to be confidential information of the County ("Confidential Information"). Any reports or other documents or items (including software) which result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information.

Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever (other than in the performance of this Contract), and to advise each of its employees and agents of their obligations to keep Confidential Information confidential.

Contractor agrees that, except as directed by the County, Contractor will not at any time during or after the term of this Contract, disclose, directly or indirectly, any Confidential Information to any person, and that upon termination or expiration of this Contract or the County's request, Contractor

will turn over to the County all documents, papers, records and other materials in Contractor's possession which embody Confidential Information. Contractor acknowledges that breach of this Contract, including disclosure of any Confidential Information, or disclosure of other information that, at law or in good conscience or equity, ought to remain confidential, will give rise to irreparable injury to the County that cannot adequately be compensated in damages. Accordingly, the County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of the County and are reasonable in scope and content.

Contractor agrees to comply with all reasonable requests by the County to ensure the confidentiality and nondisclosure of the Confidential Information, including if requested and without limitation: (a) obtaining nondisclosure agreements, in a form approved by the County, from each of Contractor's employees and agents who are performing services, and providing copies of such agreements to the County; and (b) performing criminal background checks on each of Contractor's employees and agents who are performing services, and providing a copy of the results to the County.

Contractor shall report, either orally or in writing, to the County any use or disclosure of Confidential Information not authorized by this Contract or in writing by the County, including any reasonable belief that an unauthorized individual has accessed Confidential Information. Contractor shall make the report to the County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been such unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Confidential Information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by the County.

Notwithstanding any other provision in this Contract, Contractor will be responsible for all damages, fines and corrective action (including credit monitoring services) arising from disclosure of such Confidential Information caused by a breach of its data security or the confidentiality provisions hereunder.

The provisions in this Section shall operate in addition to, and not as limitation of, the confidentiality and similar requirements set forth in the rest of the Contract, as it may otherwise be amended. Contractor's obligations under this Contract shall survive the expiration or termination of the Contract, as amended, and shall be perpetual.

**33. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE,**

**ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

**Keefe Commissary Network, LLC**

Clackamas County

**John Puricelli**  
Digitally signed by John Puricelli  
Date: 2022.03.11 17:09:27 -06'00'

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Chair Date

**John Puricelli, Executive Vic**  
\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary

**553834-92 FLLC / Missouri**  
\_\_\_\_\_  
Oregon Business Registry #

**APPROVED AS TO FORM**  
**Andrew**  
Digitally signed by Andrew Naylor  
Date: 2022.03.14 16:13:49 -07'00'

**Naylor**  
\_\_\_\_\_  
County Counsel Date

**EXHIBIT A**  
**RFP 2021-59 INMATE COMMISSARY SERVICES**



**REQUEST FOR PROPOSALS #2021-59**

**FOR**

**INMATE COMMISSARY SERVICES**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**  
**SONYA FISCHER, Commissioner**  
**PAUL SAVAS, Commissioner**  
**MARK SHULL, Commissioner**  
**MARTHA SCHRADER, Commissioner**

---

**Gary Schmidt**  
**County Administrator**

**Kim Randall**  
**Contract Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** August 30, 2021

**TIME:** 2:00 PM, Pacific Time

**PLACE:** [Procurement@clackamas.us](mailto:Procurement@clackamas.us)



## **SCHEDULE**

Request for Proposals Issued .....	July 29, 2021
Protest of Specifications Deadline .....	August 9, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions .....	August 23, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	August 30, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award .....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date... ..	October 1, 2021

## **TABLE OF CONTENTS**

	Page
Section 1 – Notice of Request for Proposals.....	1
Section 2 – Instructions to Proposers.....	4
Section 3 – Scope of Work .....	8
Section 4 – Evaluation and Selection Criteria.....	11
Section 5 – Proposal Content (Including Proposal Certification).....	12

**SECTION 1  
NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, August 30, 2021** (“Closing”), to provide Inmate Commissary Services. No Proposals will be received or considered after that time.

RFP Documents can be downloaded from the state of Oregon procurement website (“OregonBuys”) at the following address <https://oregonbuys.gov/bsa/view/login/login.xhtml>, Document No. **S-C01010-00000373**.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from OregonBuys. Sealed Proposals are to be emailed to Clackamas County Procurement Services at [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Kim Randall via email at [krandall@clackamas.us](mailto:krandall@clackamas.us)

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, Veteran and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check OregonBuys for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on OregonBuys. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the

protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## **SECTION 3 SCOPE OF WORK**

### **3.1. INTRODUCTION**

Clackamas County is seeking Proposals from vendors to provide Inmate Commissary Services.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2 BACKGROUND**

Clackamas County Sheriff's Office ("CCSO") Correctional Facility ("Jail") is seeking proposals from a qualified vendor to provide inmate commissary and banking services for the Jail. The services include, but are not limited to providing banking services (including a debit card program), kiosk equipment, approved food items, personal hygiene products, and other items for inmates to purchase via onsite and online commissary on a regularly scheduled basis.

The objective of this Request for Proposal (RFP) is for Clackamas County to select a Vendor to:

- To provide the highest level of service to all inmates of the Clackamas County Jail;
- To provide an accurate, economical and efficient means to process inmate orders; and
- To provide a reasonable commission back to the Clackamas County Sheriff's Office.

The Clackamas County Jail currently houses up to 465 inmates, with an approximate average of 120 inmates requesting commissary services per week. Current approximate annual sales are \$131,000 (COVID) and \$160,000 (pre-COVID).

### **3.3. SCOPE OF WORK**

The primary scope of the resulting contract consists of furnishing all materials, labor, administration, management and equipment necessary to operate an efficient Commissary Services and Inmate Banking Services (includes pre-paid debit cards and phone accounts) at the Clackamas County Correctional Facility.

#### **Requirements:**

1. Provide high-quality computerized inventory commissary products in bulk and services to inmates at a price comparable to outside retail sources;
2. Provide all hardware and software for a computerized commissary and inmate accounting system to keep accurate and complete records of all commissary activity and balances of individual inmate accounts at no cost to Clackamas County;
3. Provide three (3) cashier kiosks;
4. Separate General Ledger systems to accommodate separate bank accounts (Inmate Trust Fund and Inmate Commissary Fund);
5. Vendor shall supply a RESTful API or other programmatic interface for insertion of inmate demographics from agency's Jail Management System (JMS);
6. Vendor to ensure any storage of CCSO criminal justice information (CJI) is stored in a CJIS compliant manner deemed appropriate by the Agency and the Oregon State Information Security Officer (ISO);
7. The software system must utilize role-based access control (RBAC) to restrict user permissions as needed. Single Sign On using the Agency's Active Directory as the authentication provider is preferred;

8. Software must be able to differentiate between commissary funds and the bail function as well as provide the person posting bail with a bail receipt;
9. Inmate commissary ordering must be available via the current Global Tel\*Link (“GTL”) phone and tablet system;
10. The system shall terminate session after 5 minutes of inactivity;
11. System must provide numbered receipts for all transactions with a signature line for all deposits or withdrawals from and inmates account;
12. Inventory tracking software system and the ability to run a historical report;
13. Must include an online commissary order system for families to order for inmates;
14. The online commissary order system should provide a detailed delivery time and pickup agreement before customer/inmate is able to place the order;
15. Provide prepaid Debit Card Services for fully released inmates;
16. Ability for CCSO Staff to transfer monies between inmate commissary and phone accounts; and
17. Maintain an open and collaborative relationship with the staff at the Clackamas County Sheriff’s Office and Correctional Facility.

**Vendor Responsibilities:**

1. The commissary delivery schedule must be mutually agreed upon by the vendor and the Jail. Delivery schedule is subject to change at any time as deemed to be in best interest of the Clackamas County Sheriff’s Office. All deliveries MUST be made at the specified time and location given by the County;
2. Each Commissary order shall be verified and sealed in clear plastic bags with receipts included;
3. The Vendor’s system must allow a Jail Staff to open an inmate account by using a temporary file created by our jail management system. The inmate identification number and appropriate information entered at the time of booking will be included in this file;
4. Minimum functionality and types of transactions to occur on the inmate accounting system:
  - a. Post a deposit of funds to the inmate’s account;
  - b. Provide for “returns” for orders delivered to inmate who are being released or otherwise unavailable to receive orders;
  - c. Process credits for commissary goods or other transactions;
  - d. Provide numbered receipts for all transactions with a signature line for all deposits or withdrawals from an inmate’s account; and
  - e. Provide a Pre-paid Debit Card for fully released inmates account balances.
5. The Vendor’s system must provide the following financial information on screen and/or in report form:
  - a. History of an individual account;
  - b. Demographics of an account; and
  - c. Detail transaction journal with unique identifier for every transaction.
5. The Vendor will provide and install the computer hardware necessary to operate the commissary and inmate accounting system. The Vendor shall describe the minimum standards and specifications for computer hardware and software that will be installed at no cost to Clackamas County and all documentation for said system shall be provided within thirty (30) days of the contract award. In the event the resulting contract is terminated or not renewed, all equipment, hardware and software, and any licenses pertaining to such equipment shall remain the property of the provider;
6. The Vendor shall be responsible for the initial setup of the proposed system;
7. Provide for a twenty-four (24) hour, seven (7) days a week emergency hotline for reporting software and hardware problems to ensure maximum utilization and minimal down time;
8. Provide immediate repair/replacement of equipment that is inoperative. Vendor shall provide a preventative maintenance schedule and estimate the amount of non-scheduled maintenance downtime for each component of the proposed system. Vendor shall supply a policy for expediting the repair of equipment including a preventative maintenance plan;
9. The Vendor will submit a narrative description of the standard operating procedures for normal system administration tasks specific to the provider’s software and hardware. This description should include



and identify any specialized technical skills that will be required by Clackamas County personnel and recommend guidelines for file backup;

10. Vendor will submit detailed operating procedures in the event of a system outage;
11. The Contractor will assume all costs for telephone service, faxing, copying, and other office expenses associated with the Commissary operations;
12. Awarded Contractor Staff will attend a training program relating to the rules and procedures of the Clackamas County Correction Facility prior to the beginning of the service;
13. The Vendor agrees to provide any additional commissary services (commissary menu) not identified herein, as mutually agreed upon at prices mutually agreed to form for said services;
14. Access and Records: The Vendor shall keep full and accurate records of sales and order records in connection with the services provided herein. If requested, a copy of said record shall be supplied to the Director or designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours; and
15. Facility inspections shall be made by the County when deemed necessary, with advanced notice to the Vendor.

**3.4. Term of Contract:**

The term of the contract shall be from the effective date and for a period of five (5) years, with the option for two (2) additional two (2) year renewals thereafter subject to the mutual agreement of the parties.

**3.5. Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample **Goods & Services Contract** for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

Goods & Services Contract (unless checked, item does not apply)

The following insurance requirements will be applicable.

- Professional Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for damages caused by error, omission or negligent acts.
- Commercial General Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence, with an annual aggregate limit of \$2,000,000 for Bodily Injury and Property Damage.
- Automobile Liability: combined single limit, or the equivalent, of not less than \$500,000 per occurrence for Bodily Injury and Property Damage.
- Required – Abuse & Molestation endorsement with limits not less than \$1,000,000 per occurrence if not included in the Commercial General Liability policy.
- Cyber Liability: combined single limit, or the equivalent, of not less than \$1,000,000 per occurrence for network security (including data breach), privacy, interruption of business, media liability, and errors and omissions.
  
- Confidentiality Clause
  
- Criminal Background Check Requirements

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

Category	Points available:
Project Approach	25
Description of Services	25
Return Process	10
Pricing and Revenue Options	15
Staff Security Measures	15
Hardware and Software	<u>10</u>
<b>Available points</b>	<b>100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

**SECTION 5  
PROPOSAL CONTENTS**

**5.1. Vendors must observe submission instructions and be advised as follows:**

**5.1.1.** Complete Proposals must be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal.

Clackamas County  
Procurement and Contract Services  
2051 Kaen Road, 4<sup>th</sup> Floor  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

**5.1.4.** Proposal may not exceed a total of **100 pages** (single-sided), inclusive of all exhibits, attachments or other information.

**Provide the following information in the order in which it appears below:**

**5.2 Project Approach (25 points max):** Contractor shall clearly demonstrate a thorough understanding of the project: Detail the plans for meeting the county’s timelines, phasing in of software system, and installing the cashier kiosks, and demonstrate the ability to customize the services to meet the county’s needs.

Provide a milestone for training CCSO staff to use your system. What documentation would you provide for transition of services?

Provide an implementation plan with specific milestones from the date of execution of the contract to meet the County’s anticipated timeline to be fully installed and functional within 30 days of Contract execution. This plan shall identify responsibilities for the Vendor and Clackamas County as well as shared responsibility.

**5.3. Description of Services (25 points max):**

- Procedures for ordering products;
- Procedures for packaging (see through containers only), please provide sample packaging or photo of sample packaging that includes any labeling;
- Procedures for distribution of orders;
- Order fill rate;
- Procedures to ensure that contraband does not enter the jail;
- Delivery staff trained on how to deal with disruptive inmates; and
- Flexibility to fit into County Jail schedule. Is it possible to receive an order delivery date on placement of order? (Including holiday and weekend exceptions).

**5.4. Return Process (10 points max):**

- Describe refund program for inmates due to returned commissary items, either as undeliverable due to inmate release or other valid reason; and
- Describe refund program (and associated time-line) for non-deliverable items but charged for items.

**5.5. Pricing and Revenue Options (15 points max):**

- Provide a list of all commissary items and the associated prices.
- Provide the cost and contents for an “Inmate Hygiene Kit”:
  - Current sample kit contains: (1) gel toothpaste with fluoride .6 oz; (1) 30 tuff 4” toothbrush; (1) 4.5” flex pen, no metal (water based washable ink); (8) sheets of 6X9 lined paper; and (2) #10 pre-stamped envelopes. Please provide photos and a description of the contents.
- Describe any commission that the Clackamas County would receive for sales and what type of sales (vending verses on-line).
- Describe and outline fees associated with a Prepaid Debit Card to be used for ATM withdrawals and/or pin-based and signature purchases after activation.

**5.6. Staff Security Measures (15 points max):**

- Describe policies and procedures for Vendor’s employee pre-employment drug screening and random screenings thereafter.
- Describe Vendor’s employee background investigation process that would be working under the resulting contract.

**5.7. Hardware and Software (10 points max):**

- Provide a detail summary of all equipment proposer is presenting for this project.
- Describe how Vendor will provide all necessary hardware, software, interfaces, integrations, training, support, supplies and maintenance during the length of the anticipated Contract.
- Please answer these questions:
  - Can the inmate reset his/her own password
  - Can banking errors for cash drawers be fixed remotely? Please describe.
  - Is Positive-Pay (or similar system) available in the banking system?
  - Describe reports that are available to be reviewed by CCSO staff.
  - Does the family or friends of inmates have the ability to order care packages online for inmates and if so, delivery time?
  - Will the system have the capability for friends and family to make online deposits into the commissary and trust accounts, or on to the prepaid debit card?
  - Does the Vendors system have or is compatible with a Prepaid Debit Card program that coordinates inmate trust fund release services for correctional facilities via a proprietary program or a third party’s provision of prepaid debit cards?

**5.8. References (no points awarded):**

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

**5.9. Completed Proposal Certification (see next page)**

**PROPOSAL CERTIFICATION**  
**RFP #2021-59**

Submitted by: \_\_\_\_\_  
**(Must be entity's full legal name, and State of Formation)**

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Oregon Business Registry Number: \_\_\_\_\_ OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: \_\_\_\_\_



**Department of Finance**

Elizabeth Comfort  
Finance Director

**Procurement & Contracting Services**

Public Services Building  
2051 Kaen Road, Oregon City, OR 97045

REQUEST FOR PROPOSALS #2021-59  
INMATE COMMISSARY SERVICES  
ADDENDUM NUMBER 1  
August 25, 2021

On July 29, 2021, Clackamas County (“County”) published Request for Proposals #2021-59 (“RFP”) for Inmate Commissary Services. The County has found that it is in its best interest to amend the RFP through the issuance of this Addendum #1. Except as expressly amended below, all other terms and conditions of the original RFP and subsequent Addenda shall remain unchanged.

1. The **Request for Proposals Closing Date** is hereby changed from August 30, 2021 at 2:00 pm PDT to **September 8, 2021 at 2:00 pm PDT.**

---

End of Addendum #1

**EXHIBIT B  
CONTRACTORS PROPOSAL**



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

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

REQUEST FOR PROPOSAL:  
Clackamas County

Request for Proposals #2021-59  
Inmate Commissary Services

BID OPENING DATE:  
**September 8, 2021**  
BID OPENING TIME:  
**2:00 PM**



**Clackamas County Procurement and Contract Services**  
Kim Randall  
2051 Kaen Road, 4<sup>th</sup> Floor  
Oregon City, OR 97045





September 8, 2021

Clackamas County Procurement and Contract Services  
Kim Randall  
2051 Kaen Road, 4<sup>th</sup> Floor  
Oregon City, OR 97045

Dear Ms. Randall,

Keefe Group would like to thank Clackamas County for the opportunity to submit a response to your RFP for Inmate Commissary Services. Keefe has read the solicitation and meets or exceeds all requirements and accepts all contract terms and conditions.

KCN is solely dedicated to Commissary Services and all aspects of enhancing financial return to Clackamas 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 seven 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 continuing our partnership with Clackamas County.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Terry Schroeder', is written over a faint, light-colored grid background.

Terry Schroeder  
Group Vice President

**PROPOSAL CERTIFICATION**  
**RFP #2021-59**

Submitted by: Keefe Commissary Network, LLC - State of Missouri  
**(Must be entity's full legal name, and State of Formation)**

Each Proposer must read, complete and submit a copy of this Proposal Certification with their Proposal. Failure to do so may result in rejection of the Proposal. By signature on this Proposal Certification, the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury, the undersigned will comply with the following:

**SECTION I. OREGON TAX LAWS:** As required in ORS 279B.110(2)(e), the undersigned hereby certifies that, to the best of the undersigned's knowledge, the Proposer is not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means the tax laws of the state or a political subdivision of the state, including ORS 305.620 and ORS chapters 316, 317 and 318. If a contract is executed, this information will be reported to the Internal Revenue Service. Information not matching IRS records could subject Proposer to 24% backup withholding.

**SECTION II. NON-DISCRIMINATION:** That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

**SECTION III. CONFLICT OF INTEREST:** The undersigned hereby certifies that no elected official, officer, agent or employee of Clackamas County is personally interested, directly or indirectly, in any resulting contract from this RFP, or the compensation to be paid under such contract, and that no representation, statements (oral or in writing), of the County, its elected officials, officers, agents, or employees had induced Proposer to submit this Proposal. In addition, the undersigned hereby certifies that this proposal is made without connection with any person, firm, or corporation submitting a proposal for the same material, and is in all respects fair and without collusion or fraud.

**SECTION IV. COMPLIANCE WITH SOLICITATION:** The undersigned further agrees and certifies that they:

1. Have read, understand and agree to be bound by and comply with all requirements, instructions, specifications, terms and conditions of the RFP (including any attachments); and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the RFP and Proposal; and
4. Will use recyclable products to the maximum extend economically feasible in the performance of the contract work set forth in this RFP.

Name: Terry Schroeder

Date: September 8, 2021

Signature:  \_\_\_\_\_

Title: Group Vice President

Email: tschroeder@keefegroup.com

Telephone: 800-411-0454

Oregon Business Registry Number: 136459(-5)

OR CCB # (if applicable): \_\_\_\_\_

Business Designation (check one):

Corporation  Partnership  Sole Proprietorship  Non-Profit  Limited Liability Company

Resident Quoter, as defined in ORS 279A.120

Non-Resident Quote. Resident State: Washington



## EXECUTIVE SUMMARY

Keefe Commissary Network (KCN) would like to thank the Clackamas County Jail for allowing us to provide commissary services at the jail. This past year has been challenging to our way of life and forever impacted our daily lives. Keefe has been committed to providing our services and products as safely as possible to our partners and customers. Our business has seen its share of challenges in the past 12 months, which include significant increases in the costs of doing business. This unprecedented time has made Keefe better and stronger at providing customer service and bringing value to our partners and customers by reinvesting in our employees and core business. Additionally, Keefe has increased our investment in inventory and invested in Covid-19 protocols which include cleaning and safety initiatives.

Based on the RFP scope, we have prepared two offers to the County. Both offers are negotiable and both reflect our continued commitment to the County and providing exceptional service to the jail.

### Commissary Services Overview

- **Option 1** – Maintain existing commissary commission of **37%**. Hold menu prices until annual increase. This is applicable for both Commissary and SecurePak menu pricing. Commission will be paid on all commissionable sales for the proposed commissary menu included with this offer. Non-commissionable sales (i.e. postage, tax, phone time, tablet time) are not included.
- **Option 2** – Reduce commission to **31%**. With this reduction, we will apply the amount saved to reduce pricing on the commissary menu. This is applicable to both Commissary and Securepak menu pricing. Commission will be paid on all commissionable sales for the proposed commissary menu included with this offer. Non-commissionable sales (i.e. postage, tax, phone time, tablet time) are not included.
- Securepak/Web Ordering – Continue providing web ordering through the SecurePak program.
- Keefe will upgrade the three existing booking kiosks at the facility.
- The Commissary application will be moved from a server-based platform to a cloud-based platform. Additionally, the commissary application will be updated to the current online commissary software.
- The Banking software will also be upgraded to our latest Online banking platform. (This program has previously been demonstrated for the County).
- Commissary will continue to be ordered on the phone provider's tablets (GTL). Backup ordering will be through bubble sheet/scanning and phone system ordering.
- We understand the issue of not having the appropriate labor at the facility. Keefe will continue to offer excellent service by offering two part-time delivery staff for the commissary operation, in conjunction with a dedicated Account Manager and regional Operations Manager.



- Keefe is committed to ensuring a timely and efficient upgrade of our services. Keefe will work with the County to ensure the project upgrade works within the scope of the county's expectations.
- The menu we currently have at the jail is a small fraction of what we can offer. Keefe has access to over 500 menu items. We can work with County to expand the menu to help provide a broader selection of items to the resident population.

**KCN will provide all equipment, software, supplies, technical support, warranties and training for all Commissary and Banking Services.**

- KCN provides the **leading technology in the industry for Inmate Trust and Commissary Ordering**. KCN will provide software and training necessary, free of charge. KCN also provides 24 hour, 7 day a week, 365 day a year *in-house* support of our technology.
- KCN has more than **1,500,000 square feet throughout our 16 distribution and service centers containing over \$75 million in product** that limits shortages and out of stock items, and allow the County to enhance their current menu, providing for a wider and more diverse product selection which will directly increase commissions to the facility.

Our company mission statement of **'Serving our Customers with Integrity and Innovation'** resonates with everything we do. The best measure of our success in this endeavor is to evaluate our retention rates. Simply put, customers who partner with KCN, stay with KCN. Our focus on trust, accountability and responsibility leads to these remarkable results for the long term.

KCN accounted for all aspects of the commissary operation based on our long-standing partnership and unique knowledge of Clackamas County's jail operations. Our offer provides a robust range of responsible solutions to the County with a dedicated team of experienced onsite staff.

KCN is dedicated to providing Commissary Services with a focus on enhancing a financial return to Clackamas County Jail, provide excellent service to the inmate population in a safe and efficient manner. As always, KCN will remain flexible to the needs of the County and will discuss any and all additional services should the County wish to adopt any of our optional services outlined in this response. We are happy to address any concerns or negotiate any aspect of our proposal, should the need arise.

**We look forward to continuing our partnership at the Clackamas County Jail!**



---

## TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
<b>Cover Letter</b>	
<b>Signed Proposal Certification</b>	
<b>Executive Summary</b>	
<b>Company Qualifications</b>	<b>1</b>
Commissary Experience	
Corrections Safe Products	
Distribution	
Inventory Management	
Hiring Practices	
<b>Scope of Work</b>	<b>6</b>
Keefe Cloud Banking	
Keefe Cloud Commissary	
Release Pay	
Securepak	
<b>Requirements</b>	<b>15</b>
<b>Vendor Responsibilities</b>	<b>32</b>
<b>Additional Required Information</b>	<b>54</b>
<b>References</b>	<b>83</b>
<b>Additional /Optional Services</b>	
Commissary Cart Operation	<b>84</b>
<b>Attachment 1: Proposed Commissary Menu</b>	



## COMPANY QUALIFICATIONS

**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 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 540,000** inmates weekly and **13** 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, convenient ways to place orders—online, by phone or with pre-printed order forms. Access Securepak has over 700 individual active programs spanning the entire country and is the inmate package provider to 24 statewide DOCs.

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



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

### Commissary Experience

Keefe's experience in commissary operations dates back to 1975. For over 45 years we have been providing commissary services and innovative solutions exclusively to the correctional market.

Keefe was formed to meet the demands of the correctional environment with input from experienced corrections professionals. At Keefe, we design, write and support all our own software. Our concept is to create a system that is flexible and easy to use, yet sophisticated enough to manage any correctional environment. Over the years, we have continued to develop solutions designed specifically for the correctional environment.

Today, Keefe/KCN has over 1,600 employees and services 14 statewide DOC commissary contracts – more than all of its other competitors combined. Keefe's experience working with large Departments of Corrections allows it to offer unsurpassed customer service while providing greater efficiencies and returns to its customers.

### Corrections Safe Products

Keefe is both the leading supplier of name brand products and the manufacturer of private label goods in the industry. Keefe has pioneered many products designed specifically for the correctional industry. Keefe Group offers innovative product solutions for correctional facilities' unique requirements, including clear packaging for most food, personal care and electronic items.

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

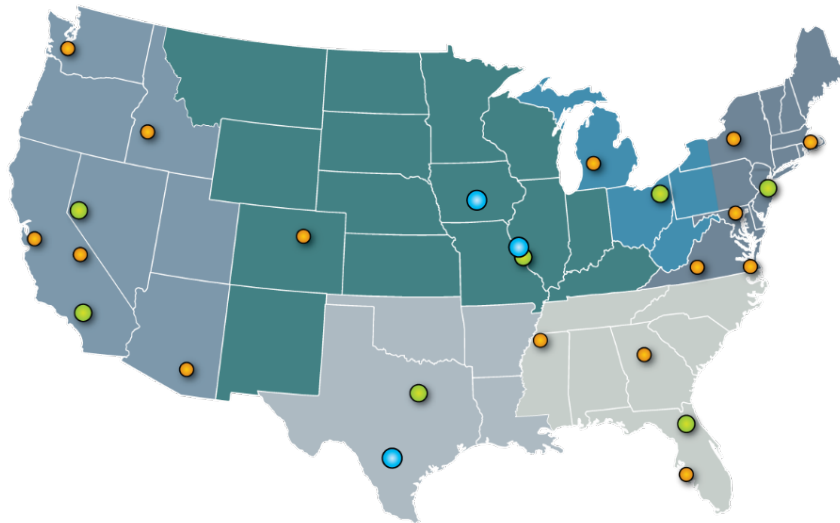


specifically for our market; these include: Frito Lay chips (Doritos, Cheetos, Fritos) Maxwell House coffee; Gatorade, Tang, Kool-Aid and Crystal Light drink mixes in clear packaging; Quaker Oatmeal packets in clear pouches; and Cap ‘n Crunch cereal in resealable/clear bags, among others.

All items are individually wrapped and dated for individual consumption. Each item is designed and/or selected with quality, security and safety in mind. Our products go beyond industry standards and in many cases have higher nutritional values or more active ingredients (hygiene items) than name brands.

### Distribution

To provide the best service, Keefe has twenty-two (22) warehouse locations totaling over 1.6 million square feet, shipping over 20 million pounds of inventory per month and carrying **over \$90 million in inventory** daily. Our products are not sold in any other market. KCN manufactures and distributes commissary and canteen items specifically designed for the correctional industry.



**Distribution Centers:**

- Cleveland, Ohio
- Dallas, Texas
- Edison, New Jersey
- Fontana, California
- Jacksonville, Florida
- Olive Branch, Mississippi
- Reno, Nevada
- St. Louis, Missouri

**Regional Service Centers:**

- Atlanta, Georgia
- Baltimore, Maryland
- Chesapeake, Virginia
- Denver, Colorado
- Grand Rapids, Michigan
- Sarasota, Florida
- Seattle, Washington
- Syracuse, New York
- Tucson, Arizona
- Walpole, Massachusetts

**Transfer Locations:**

- Boise, Idaho
- Rancho Cordova, California
- Roanoke, Virginia
- Santa Clara, California





## Inventory Management

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.

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

## **Warehouse Management System (WMS)**

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

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

## Hiring Practices

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

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

Keefe'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.

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



- Step 1: Assess the needs of the Department
- Step 2: Contact the Recruiting Department
- Step 3: Pre-Screen applicants
- Step 4: Prepare for interviews
- Step 5: Conduct focus interviews on final candidates
- Step 6: Administer Drug Test
- Step 7: Request Reference Check
- Step 8: Request Background Check
- Step 9: Make formal job offer
- Step 10: Present employee with copy of Job Description
- Step 11: Train
- Step 12: Test and assess the need for follow-up training

All new employees receive a review on their 30- and 90-day anniversaries, and annually thereafter.

Upon separation, the facility will receive both a verbal and written notification. Any ID cards or other property will be collected at time of termination.



## SCOPE OF WORK

The primary scope of the resulting contract consists of furnishing all materials, labor, administration, management and equipment necessary to operate an efficient Commissary Services and Inmate Banking Services (includes pre-paid debit cards and phone accounts) at the Clackamas County Correctional Facility.

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

KCN will provide all equipment, software, supplies, technical support, warranties and training for all Commissary and Banking Services.

Proposed Clackamas Solutions		
Cloud Applications	Access Corrections Services	Extra Value Option Edge Kiosk/Tablet
<b>Inmate Banking</b> <b>Inmate Commissary</b> <b>Tablet Order Entry</b>	Release Pay Access SecurePak	Online Account Statements Online Shopping Cart Online Bulletin Board Online Requests / Grievances Pin Management

Keefe is currently Clackamas County’s banking and commissary applications provider and proposes to maintain and update service continuity through its Keefe Cloud solutions, the industry’s newest state of the art system for commissary and banking functions described below. This includes furnishing all materials, software and hardware, labor, and administration management.

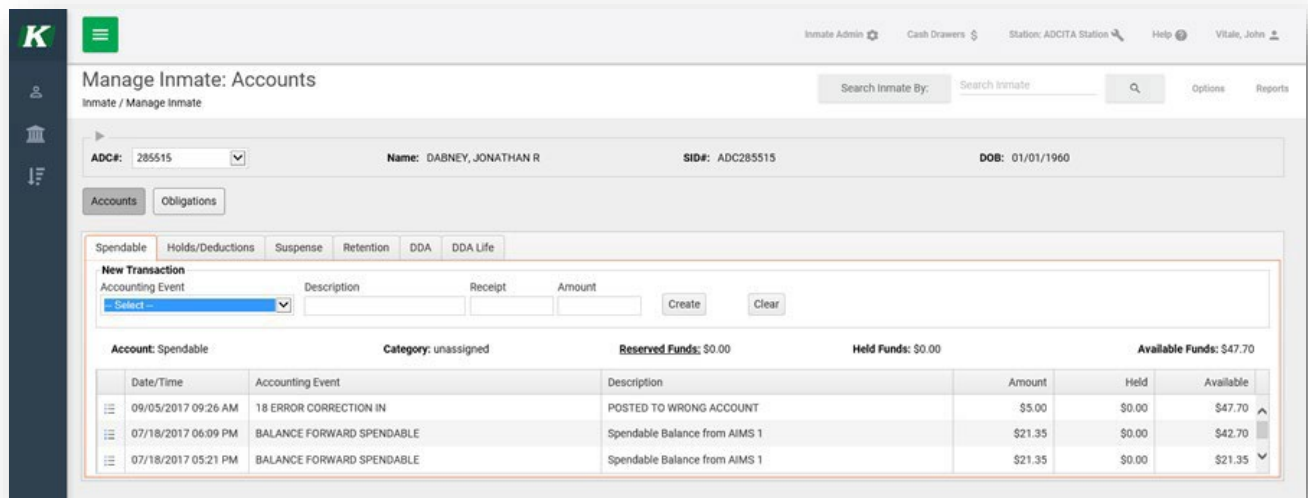
Keefe is excited to present Clackamas County with its newest software. Launched in 2015, Keefe Cloud applications will allow Clackamas users to open a web browser, log in to a secure web site, and complete all inmate banking transactions online. This means Keefe Cloud Banking is now available anywhere they work, with a new streamlined look and feel, and with improved features and functions

Additionally, the Keefe Cloud-based platforms integrate with an Inmate Data Repository. The Inmate Data Repository integration will allow Clackamas County’s custody system to post inmate information to the repository for use by the Keefe tablet commissary ordering technology being proposed.



## KEEFE CLOUD BANKING AND COMMISSARY

Keefe Cloud Banking features newly designed workflows that improve Cloud Banking's ease of operation, power, and flexibility. Keefe developers release updates to the Keefe Cloud platform on a bi-weekly basis, demonstrating Keefe's pledge to continual improvement based on customer feedback. Current functionality includes:



1. Access from your Chrome or Edge browser
2. Heightened Security for your Log-In
3. Easy search for inmate accounts
4. Separate sub-accounts per inmate - user-definable, customizable
5. Easy Access to Useful Features from the Inmate Management page
6. Full lineup of user defined transaction types
7. Dynamic Online Audit Trail for all transactions
8. Account Locks
9. Notes
10. Expanded Inmate Classification Capability
11. Release Workflow
12. Inmate Property Inventory
13. Customizable Reports
14. Rapid Entry in Preview Mode
15. Bank Reconciliation
16. Real Time General Ledger
17. Accounts Payable
18. Advanced Bank Transaction Search
19. Financial Statement Reporting
20. Online Deposit Reporting



21. Advanced population-based purchasing restrictions
22. Multiple Modes for Commissary Purchases
  - Kiosk/tablet
  - Phone
  - Scantron
  - Walkup (concession)
  - Mobile Cart
  - Vending
  - Direct manual entry
  - Trinity Take-Out (hot meals kitchen service)
  - SecurePak – family purchases
23. Smart purchasing from multiple inmate sub-accounts
  - Designate priority sub-accounts such as store credits, gift accounts, to be used for commissary purchases in addition to the primary spending account
24. Review and Dispatch Commissary Orders
  - Design Automatic Commissary Order Restrictions and Privileges
25. Create Itemized Commissary Refunds
26. Auto-Credit for out of stock
  - System-generated credits based on fulfillment outcomes at Keefe warehouse
27. Indigent Assessment and Indigent Sales
28. Automatic financial assessment over time, balance, transaction activity
29. Separate catalog, billing structure
30. Financial accounting for indigent accounts payable payment to vendor / accounts receivable reimbursement from County (welfare, other)
31. Bill-Pay Auto-Reconcile
32. Select delivery batches to auto-reconcile with inmate receipts
33. Auto-create reconciled Accounts Payable payment batch(es) for disbursement
34. Option to create split disbursement for Keefe / Tax / Commission
35. Report Sales by Delivery Batch, Category, and Inmate Receipt details
36. In-Line and drill down (retrospective) reporting with advanced filters
  - Immediate export to Adobe, Excel
37. Grievance Process – Judgment / Appeal Case Numbers and Case History
  - Request / Grievance - Initiate by Category
  - Request/Grievance - Officer Initiate
  - Request/Grievance – Previewer – Previewer can resolve or dispatch (release) to specialist group
38. Data Conversion
  - Personal Information – IDs, Names, Locations
  - Closing Balances from spending and savings accounts
  - Unpaid Debts
  - Uncleared Checks
  - Inmate Account Statements in Adobe Format



39. Interfaces with Partner Systems

- Inmate Information – JMS/OMS
- Web Services – Real Time
- File Exchange – Scheduled
- Phone Services

40. Phone Time Purchases and Refunds - Web Services – Real Time

41. Phone Time Purchased via Commissary – Scheduled by Staff User

42. Refunds at Release – Web Services – Real Time

## Cloud Commissary

Cloud Commissary is Keefe’s next generation of commissary ordering. The application is designed to make the experience of ordering commissary goods an effortless and integrated process as a centrally hosted, multi-tenant web application accessed over the internet.

Each facility hosted in Cloud Commissary has its own database. Each facility may also have its own customized workflows, accounts, reports, and resident lists, completely independent of and secured from all other hosted facilities.

### **ORDERING METHODS**

Clackamas County has the option to use any of the following methods to enter orders in Cloud Commissary:

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

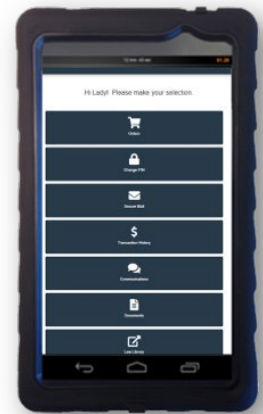
### **ONLINE ORDER ENTRY**

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

### **TABLET ORDER ENTRY**

Keefe currently processes Clackamas County’s commissary ordering via GTL Tablets and proposes to maintain continuity with this solution.

Clackamas County may also opt to use Keefe's own Inmate Tablet, a secure, wireless device specifically designed for correctional facilities. With its tablet technology, Keefe is able to offer Clackamas County a well-designed, modern technological device that advances both correctional operations and inmate well-being.





#### Enhanced Features & Benefits:

- Commissary Ordering
- Messaging and Photo Sharing
- Continuing Education and GED
- Music, Entertainment, Games, News
- Library of eBooks
- Law Library, PREA
- Investigative Suite
- Security and Control
- Ability to Gather Real-Time Data

This deployment comes at NO COST to Clackamas County.

#### Features Description

The following features will be available for the inmate tablet solution at no cost:

- **Commissary Ordering:** The tablets support the ability for inmates to place commissary orders electronically through the tablet, without involving correctional staff and time. This solution is compatible with Keefe's commissary ordering system.
- **Digital Grievances:** The tablet will provide a complete digital inmate grievance and inmate request system, available to users of the inmate tablets. This system will allow the creation, publishing, and management of digital forms and allows submissions to be routed directly to specific individuals. The system will also support follow-up communication with the staff member who receives the submission.
- **Routing of Requests:** Clackamas staff will control the routing of submitted digital requests and grievances to key staff.
- **Photo Sharing:** To reduce physical photographs being introduced into the facility, Keefe will provide a photo sharing solution that allows approved contacts to share digital photos with inmates. The photos will be manually reviewed for nudity and offensive behavior before it may be seen by the inmate. Inmates may not take photos or share photos with their approved contacts.
- **Secure Messaging:** To reduce mailroom volume, a messaging solution that allows inmates and approved contacts to exchange electronic typed messages will be provided. This solution will trigger alarms based on watchwords, allow text searches across messages, and permit facility staff to conduct speedy reviews of messages.
  - **Religious Content:** By default, the tablets will provide content to help meet the needs of inmates of diverse religious beliefs.
  - **Educational Content:** The tablet solution will have the capability of displaying current and/or future educational content.
  - **Entertainment:** Inmate tablets will provide entertainment options for inmates, including sports scores, music, non-violent games, and other inmate appropriate entertainment.



- Content Blocking: The Client will be able to block specific content offerings either temporarily or permanently if the Client anticipates that the content will provide problems for their facility.
- Inmate Self Improvement: The tablets provide content options for inmate self-improvement, including personal finance, employment, national news, and learning options.
- **Casemaker Law Library**  
Casemaker is the company that originated the concept of providing comprehensive legal research as a member benefit through state/county bar associations. The company was created about 16 years ago by the Ohio State Bar Association for its own members in recognition of the reality that attorneys, especially those in small firms and solo practices, need a reliable and affordable alternative for online legal research.

The Casemaker consortium now numbers 23 state bars and the Bar of the City of New York and provides its service to almost 300,000 attorneys every month. Most of those attorneys rely on Casemaker as their principal source of legal research.

Access to the Casemaker service will be available to members through the SDCBA website; members will log in to the 'members only' section of the bar website and after a one-time-only registration to set up a password, will simply click on the Casemaker logo and will be connected to the Casemaker home screen.

## Release Pay (Currently in Place at Clackamas County)

In the last decade, correctional facilities have experienced a tremendous increase in costs associated with handling Inmate Trust Funds. In an effort to streamline and reduce costs associated with this obligation many facilities have replaced cash and checks with our debit card program. Debit cards are a cost-effective alternative to issuing traditional checks. All hardware needed to provide this service will be provided by Keefe at no cost.

### Benefits of releasing inmates with a debit card include:

- Reduces exposure to fraud and lost checks
- Eliminates uncashed checks
- Easy to use. Simplifies Bank Account Reconciliation
- Eliminates checks and cash handling



The Keefe debit release card is provided through our partnership with Rapid Financial Solutions. Our debit card carries the MasterCard logo and can be used worldwide. The card will be immediately activated at the time the funds are loaded on to the card and a PIN code will be provided to the cardholder. There are no extra steps required to activate the card. This provides the cardholder with immediate access to their funds.





Our debit card is also part of a national surcharge free network – Money Pass. This means that the cardholder can get cash via an ATM without paying additional surcharge fees, when using a participating MoneyPass ATM at such convenient locations as Credit Unions, National Banks, 7-Eleven ATMS, and Wal-Mart store ATMs.

The facility can load the card with as little as \$0.01 or as much as \$9,700.00. There is no fee to load the card. All funds are on deposit at an FDIC insured bank. Every inmate qualifies for this program and can be issued a debit card regardless of immigration status.

#### **Release Pay Debit Card Benefits**

- Eliminate Checks/Cash
- Immediate Funds Availability
- Reduces Lost Checks/Fraud
- Eliminates Check Cashier Fees
- Simplifies Bank Account Reconciliation
- Security of PIN Protected Card
- Worldwide Access to ATM's
- Real Time Transactions Account Info Available Online
- Mobile App
- Robust API for system to system integration
- Re-Loadable Card
- Allows for Direct Deposit to a US Bank Account

#### **Debit Card Mobile App**

Cardholders have the ability to easily track and see all account information easily from our mobile app.

#### **Release Pay Provides Options: How?**

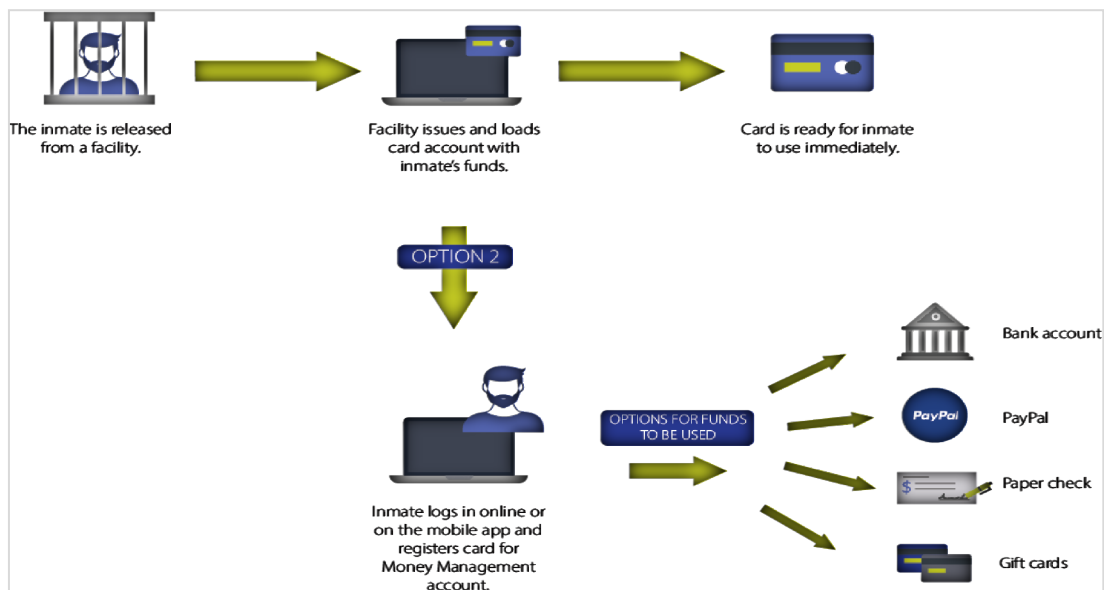
Once the facility loads the inmate's money to the card/account, the inmate has many FREE options to receive their money.

- Use cash advance to remove the entire balance at no charge by visiting any MasterCard principal financial institution bank.
- Get cash back when making a debit transaction at point of sale
- Move the money to a bank account
- Transfer the money to PayPal
- Buy gift cards
- Request a paper check

Each individual released is also eligible to upgrade to a personalized reloadable debit card, which includes having their name imprinted on the card and the availability of being reloadable, at no cost.

- No credit checks
- Mobile App for complete banking experience
- Reloadable from direct deposit from employer
- Reloadable at Money Gram/ Western Union or from thousands of retail locations
- MasterCard branded debit card that is accepted worldwide everywhere that accepts Mastercard.
- See [www.mintcheetah.com](http://www.mintcheetah.com) for full program details.

While the inmate is deciding how best to receive their money there are NO fees incurring on the card for the first 100 days. If the inmate has not validated (used) the card or received their funds through one of the options mentioned above within the 100 days, the card/account will be assessed an inactivity fee. If the inmate realizes that these fees have occurred, they can call customer support and request a refund. Please see the program fee document for further details.



### Access SecurePak - Online Ordering by Family and Friends (Currently in place at Clackamas County)

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

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

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

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

You can visit our main website [www.accesscatalog.com](http://www.accesscatalog.com) to see all programs that are active at any given time. Just choose a state, and then choose the program within that state. This website will provide access to all active programs accepting orders from family members and friends. You will see which programs are designated as DOC programs and which programs are classified as a county jail.

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

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

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





## REQUIREMENTS

1. Provide high-quality computerized inventory commissary products in bulk and services to inmates at a price comparable to outside retail sources;

**Keefe Response:** Keefe has read, understands and will adhere. Keefe is currently Clackamas County's service provider and proposes to maintain continuity of its commissary item pricing, inventory and bulk product services.

2. Provide all hardware and software for a computerized commissary and inmate accounting system to keep accurate and complete records of all commissary activity and balances of individual inmate accounts at no cost to Clackamas County;

**Keefe Response:** Keefe has read, understands and will adhere. As Clackamas County's current commissary services provider, Keefe will continue to provide all hardware and software to keep accurate and complete Clackamas County records.

3. Provide three (3) cashier kiosks;

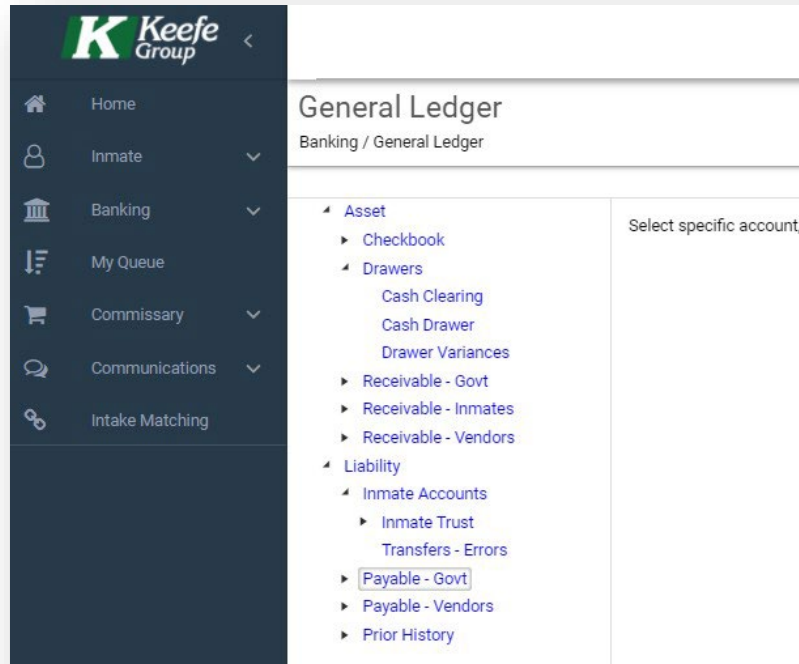
**Keefe Response:** Keefe has read, understands and will adhere. Keefe will provide Clackamas County with the desired number of Booking Kiosks. See 3.3 response Scope of Services for a description of Keefe's Booking Kiosk.

4. Separate General Ledger systems to accommodate separate bank accounts (Inmate Trust Fund and Inmate Commissary Fund);

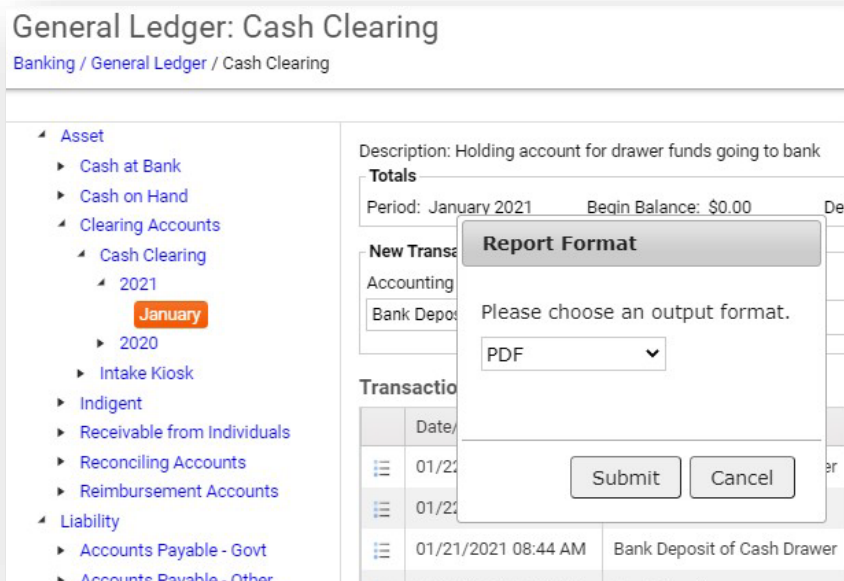
**Keefe Response:** Keefe has read, understands and will adhere. Keefe Cloud Banking's Real Time General Ledger enforces dual entry GAAP accounting types and behavior. A complete audit trail of all Clackamas County transactions will continue to be permanently stored in the system.

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

### Real Time General Ledger Classified Balance Sheet Navigation



### Quick Reporting and Audit





Classified Balance Sheet Navigation

CO30001T		1/25/2021 09:12 PM
<b>Classified Balance Sheet</b>		
Period Ending: 12/31/2020		
<b>Asset</b>		<b>\$49,771.86</b>
<b>Cash at Bank</b>		<b>\$49,705.49</b>
Bank		49,705.49
<b>Cash on Hand</b>		<b>\$134.36</b>
Cash Drawers		134.36
Secure Deposits		0.00
<b>Clearing Accounts</b>		<b>\$0.00</b>
Cash Clearing		0.00
Intake Kiosk		0.00
<b>Indigent</b>		<b>\$0.00</b>
Indigent Commissary Contra		0.00
Indigent Reimbursement		0.00
<b>Receivable from Individuals</b>		<b>\$0.00</b>
Receivable Aggregate		594,194.66
Receivable Contra		(594,194.66)
<b>Reconciling Accounts</b>		<b>(\$67.99)</b>
Bank Adjustment		32.01
Cash Drawer Variances		(100.00)
Deposit Errors		0.00
<b>Reimbursement Accounts</b>		<b>\$0.00</b>
Debit Card Reimbursements		0.00
Payroll Funds		0.00
<b>Liability</b>		<b>\$49,771.86</b>
<b>Accounts for Inmates</b>		<b>\$12,442.01</b>
Trust		12,442.01
<b>Accounts Payable - Govt</b>		<b>\$7,516.74</b>
Abandoned Funds		0.00
Bad Check Fee Debt Collected		0.00
Bond Fee Collected		1,374.82
Booking Funds Collected		5,792.25
Dental Funds Collected		98.85
DNA Funds Collected		9.02
Expired Check Funds		0.00
Eyeglass Debt Collected		0.00




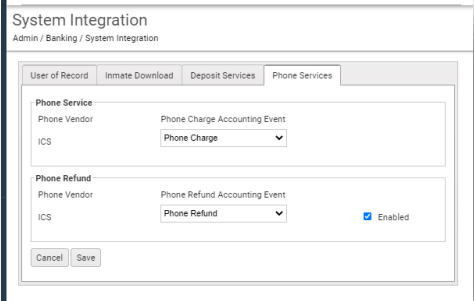


- 5. Vendor shall supply a RESTful API or other programmatic interface for insertion of inmate demographics from agency's Jail Management System (JMS);

**Keefe Response:** Keefe has read, understands and will adhere. As Clackamas County's current software applications provider, Keefe will continue to maintain its JMS interface.

With this integration, Keefe Cloud-based platforms integrate with an Inmate Data Repository that allows a robust API for system to system integration. Clackamas County's custody system will continue to post inmate information to the repository for use by each proposed Keefe application and technology.

### Interfaces with Partner Systems

<h4 style="text-align: center;">Inmate Information – JMS/OMS</h4> 	<h4 style="text-align: center;">Web Services – Real Time</h4> 
<h4 style="text-align: center;">File Exchange – Scheduled</h4> 	<h4 style="text-align: center;">Refunds at Release – Web Services – Real Time</h4> 



6. Vendor to ensure any storage of CCSO criminal justice information (CJI) is stored in a CJIS compliant manner deemed appropriate by the Agency and the Oregon State Information Security Officer (ISO);

**Keefe Response:** Keefe has read, understands and will adhere. As Clackamas County's current commissary services provider, Keefe will ensure that Database storage and backup continue to process according to County specifications.

Typically, full backups are performed weekly. Incremental backups can occur either daily or every 15 minutes (log). The County may opt to set databases in a simple recovery model, so they do not get incremental backups.

Keefe's server complex is virtualized, allowing for both snapshot backups and for master backups stored off-site. The disaster/back-up/recovery protocol is managed by Keefe Production Engineers at the Keefe data center. Keefe maintains a primary data center, TierPoint, co-located at a tier 3 facility in St. Louis, Missouri. Keefe's fail-over backup site is also a Tier 3 data center, TierPoint, located in Omaha, Nebraska.

With its snapshot method, a backup copy is used to create the entire architectural instance/copy of an application, disk or system to restore the system or disk of a particular device at a specific time. The master backup is a scheduled backup of all the county's data, banking and commissary. Backups are scheduled to protect against data loss and ensure data availability.

7. The software system must utilize role-based access control (RBAC) to restrict user permissions as needed. Single Sign On using the Agency's Active Directory as the authentication provider is preferred;

**Keefe Response:** Keefe has read, understands and will adhere. The upgraded Keefe Cloud Banking software system will continue to allow Clackamas County staff to create user and group authorization profiles protected by password security both at the feature level and at the individual accounting transaction level. Keefe uses the OKTA security gateway supporting SAML 2 and OpenIdConnect for its single user sign-on.

County-created profiles are linked to accounting and workflow specifications to establish roles tailored to Clackamas County operations. The logon display will still be presented at various points to validate the User ID and password.

In the system, the County will be able to design and enforce virtually infinite levels of security at the group, individual, and workstation levels, as well as define a full chart of accounts, create customized accounting transactions, setup recoverable percentages, configure receipt and check printing formats, and define the most comprehensive set of commissary order entry restrictions available in the industry.





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

8. Software must be able to differentiate between commissary funds and the bail function as well as provide the person posting bail with a bail receipt;

**Keefe Response:** Keefe has read, understands and will adhere. All transactions entered into the Keefe Cloud Banking and Commissary system will continue to generate receipts featuring transaction type (commissary, bail, money order, etc.), description, amount, receipt number, authorizing User Id, workstation number, and time stamp (to the millisecond). This data is permanently recorded on each financial transaction to enable audit-ability and accountability at the record level.

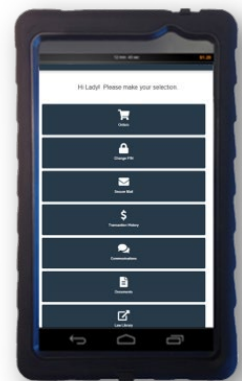
9. Inmate commissary ordering must be available via the current Global Tel\*Link (“GTL”) phone and tablet system;

**Keefe Response:** Keefe has read, understands and will adhere. Keefe currently processes Clackamas County’s commissary orders through GTL Tablets and proposes to maintain continuity with this solution.

Clackamas County may also opt to use Keefe's own Inmate Tablet, a secure, wireless device specifically designed for correctional facilities and at no cost to Clackamas County.

With its tablet technology, Keefe is able to offer Clackamas County a well-designed, modern technological device that advances both correctional operations and inmate well-being with these enhanced features and benefits:

- Commissary Ordering
- Messaging and Photo Sharing
- Continuing Education and GED
- Music, Entertainment, Games, News
- Library of eBooks
- Law Library, PREA
- Investigative Suite
- Security and Control
- Ability to Gather Real-Time Data



10. The system shall terminate session after 5 minutes of inactivity;

**Keefe Response:** Keefe has read, understands and will adhere. Each Keefe Cloud application has automatic user inactivity timeouts, such that one window may timeout the user login if not used for

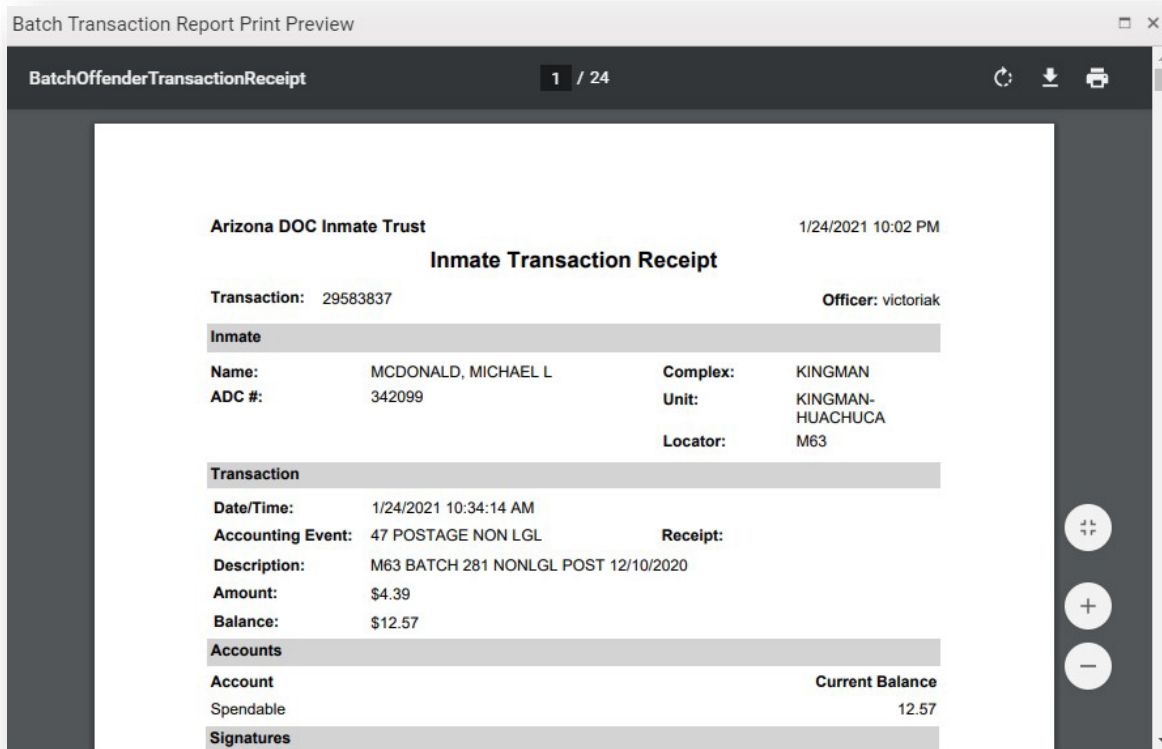


a period specified by Clackamas County. Users must log back into the application after inactivity timeouts.

- 11. System must provide numbered receipts for all transactions with a signature line for all deposits or withdrawals from and inmates account;

**Keefe Response:** Keefe has read, understands and will adhere. Each transaction generated in the Keefe Cloud Banking and Commissary applications produces a receipt that can be printed and signed by the inmate.

Receipts can be reprinted and will continue to include, date, time, accounting event, description, amount, balance, and the officer completing the transaction and can be configured to station specific defaults. Clackamas County users can also set the desired number of receipts to be printed. Receipts are customizable by Keefe staff to match a variety of formats including laser paper and thermal paper printers.





12. Inventory tracking software system and the ability to run a historical report;

**Keefe Response:** Keefe has read, understands and will adhere. Keefe Cloud Commissary features reporting and tracking of all commissary transactions, including purchases, batch, category, and inmate receipt details.

Report Sales by Delivery Batch, Category, and Inmate Receipt details

Agency: CO30001T  
Catalog: All  
Tag Sales

Tag Name	Item Description	Purchase Line Amt	Purchase Tax Amt	Refund Line Amt	Refund Tax Amt	Sum of Line Amt	Sum of Tax Amt
2021 Q1		\$15,981.24	\$726.63	\$-76.42	\$-33.00	\$15,884.82	\$721.93
BEVERAGES		\$15,981.24	\$726.63	\$-76.42	\$-33.00	\$15,884.82	\$721.93
	2008 TC COFFEE (1-STICK) @ \$0.98	\$3,327.10	\$131.13	\$-24.87	\$-9.00	\$3,302.29	\$132.14
	2011 KP DECADICUPK WZPIS OZ @ \$0.12	\$31.84	\$1.54			\$30.64	\$1.54
	2014 INST CAPPUCCINO FR VANL @ \$0.73	\$191.99	\$7.77			\$191.99	\$7.77
	2016 100% COLOMBIAN PREZIDE DRIED COFFEE @ \$5.44	\$2,289.92	\$88.92	\$-44.44	\$-20.20	\$2,292.48	\$89.28
	2022 10PK FRUIT PUNCH 50 NS @ \$2.20	\$121.27	\$4.44	\$-18.13	\$-0.73	\$109.54	\$4.11
	2028 80V WF TEA BAGS 48 COUNT @ \$0.49	\$142.74	\$5.73			\$142.74	\$5.73
	2087 NESTLE RICH SS HOT COCOA @ \$0.82	\$188.84	\$8.57			\$188.84	\$8.57
	2079 SUGARTWIN 2 WASPARTAKE @ \$0.54	\$354.98	\$14.08			\$354.98	\$14.08
	2082 S.S. CREAMER @ \$0.11	\$72.10	\$2.80			\$72.10	\$2.80
CANDY		\$772.10	\$81.10			\$772.10	\$81.10
	4001 MBM PEANUT @ \$1.47	\$116.13	\$8.22			\$116.13	\$8.22
	4006 BUTTERFLY CUPK CANDY BAR_1_9 @ \$1.47	\$38.22	\$3.02			\$38.22	\$3.02
	4010 SNACKERS BAR @ \$1.47	\$148.93	\$11.93			\$148.93	\$11.93
	4013 MILKY WAY CANDY BAR @ \$1.47	\$142.99	\$11.31			\$142.99	\$11.31
	4019 CHOCO STICK @ \$0.55	\$128.24	\$10.26			\$128.24	\$10.26
	4038 REESE'S PBUTTER CUP @ \$1.47	\$83.79	\$6.63			\$83.79	\$6.63

Order # 4960  
Commissary / Refunds / Refund Entry  
Order Status: Shipped Order Date: 12/08/2020

Order # (Use CPR # from Pick Slip): 4960  
Item #: [ ]  
Quantity: [ ] Booking ID: 888956  
Inmate Number: 888956  
Name: DAMEON SANTISTEVAN  
DOB: 10/8/1998

Item #	Description	Invoice Qty	Invoice Amount	Refund Qty	Refund Amount	Refund Reason
4013	MILKY WAY CANDY BAR	1	\$1.47	0	\$0.00	
4010	SNICKERS BAR	2	\$2.94	0	\$0.00	
6159	CHEETOS FLMN HOT 1.75-OZ	5	\$5.70	0	\$0.00	
3270	ZC CHOC CREME CUPCAKE	1	\$1.85	0	\$0.00	
3236	(EA) ZC SWISS ROLLS	2	\$1.68	1	\$0.84	Short
6079	WHOLE SHABANG 1.5 OZ	3	\$3.42	0	\$0.00	
6026	CHILI RAMEN	7	\$6.65	0	\$0.00	

Invoice Total: \$24.83 Refund Tax: \$0.03 Refund Total: \$0.87  
Next Refund Done



**Report**  
Commissary / Reports / Report

Year: 2021, Quarter: NULL, Month: Jan, Batch Type: All, Batch Number: NULL, Catalog: All

Agency: CO30001T  
Catalog: All  
**Batch Sales**

		Sum of Line Amt	Sum of Tax Amt
2021		\$15,884.82	\$721.83
Q1		\$15,884.82	\$721.83
Jan		\$15,884.82	\$721.83
Purchase		\$5,435.45	\$244.08
115790-VALDEZ, JOSE order:5743		\$40.20	\$1.83
0585 2.5OZ EFFERGRIP @ \$5.35		\$5.55	\$0.42
1015 MANILLA ENVELOPE @ \$0.37		\$0.37	\$0.03
2015 100% COLOMBIAN FREEZE DRIED COFFEE @ \$6.44		\$12.88	\$0.52
6052 HOT & SPICY VEG RAMEN @ \$0.95		\$13.30	\$0.53
6127 PORK RINDS_HOT & SPICY @ \$1.91		\$3.82	\$0.15
6268 HOT SAUCE 12PK @ \$1.40		\$2.80	\$0.11
6500 PICKLE (HOT) @ \$1.68		\$1.68	\$0.07
11966-DUFFY, BRYAN order:5638		\$27.80	\$1.46
1305 PINOCHLE CARDS @ \$2.28		\$2.28	\$0.18
1540 TUBE SOCK (ONE SIZE FITS @ \$2.72		\$2.72	\$0.22
2079 SUGARTWIN 2 WASPARTAME @ \$5.54		\$5.54	\$0.22
2615 BC REG SUMMER SAUSAGE @ \$1.55		\$3.10	\$0.12
2737 CHILI CHEESE FRITOS 2OZ @ \$1.14		\$1.14	\$0.05
3139 (SLEEVE) SALTINE CRACKERS @ \$1.12		\$1.12	\$0.04
4019 CHICK O STICK @ \$0.56		\$3.92	\$0.31
6013 CAJUN CHICKEN RAMEN @ \$0.95		\$2.85	\$0.11
6026 CHILI RAMEN @ \$0.95		\$2.85	\$0.11
6105 BBD POTATO CHIPS @ \$1.14		\$1.14	\$0.05
6126 SOUR CREAM ONION 1.5 OZ @ \$1.14		\$1.14	\$0.05
125497-WILLIAMS, RICHARD order:5640		\$6.44	\$0.26

**Report**  
Commissary / Reports / Report

Start Date: 10/1/2020, End Date: 1/30/2021, BookingId: 137683

Agency: MT34485J  
**Order Details**  
From 10/1/2020 To 1/30/2021  
Booking ID: 137683

Order Number	Shipped Date	Inmate ID	Inmate Name	Order Total	Sales Tax	Item Alias	Description	Item Price	Requested	Approved	Shipped	Quantity Charged	Amount Charged	Denied	Reason
3658	12/31/2020	137083	KIRA FERNANDEZ	\$43.34	\$0.00	3230	(EA) ZC FB WAFERS	\$0.85	2	2	2	2	\$1.38	0	
							1200 AAA 4PK ION3 BATTERIES	\$1.30	1	1	1	1	\$1.30	0	
							8700 SV REFRIED BEANS	\$2.12	1	1	1	1	\$2.12	0	
							0002 4OZ CONDITIONER	\$1.04	2	2	2	2	\$2.08	0	
							0415 SS PEANUT BUTTER	\$0.40	2	2	2	2	\$0.80	0	
							2015 100% COLOMBIAN FREEZE DRIED COFFEE	\$3.56	2	2	2	2	\$7.12	0	
							3357 CINNAMON SQUARES	\$4.40	1	1	1	1	\$4.40	0	
							0362 DANDRUFF SHAMPALMIND SHEA	\$3.00	1	1	1	1	\$3.00	0	
							8401 (BX) GRANOLA BARS VARIETY	\$3.00	1	1	1	1	\$3.00	0	

13. Must include an online commissary order system for families to order for inmates;

**Keefe Response:** Keefe has read, understands and will adhere. Keefe 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 Clackamas County's needs, and it gives its customers several easy and convenient ways to place orders—online, by phone or with pre-printed order forms.

Keefe has been accepting family members and friends' orders since 1997 when it conducted its first package program for the North Carolina Department of Corrections. Since then Keefe has grown its package program business into the country's largest provider of package programs when measured by number of formal programs (over 700 programs managed each year for various states and counties) and number of orders taken/packages shipped (over 1.5 million annually).

Keefe is the current package program provider to 21 State Department of Corrections with Keefe being the exclusive provider for 15 of those programs.

We provide programs to approximately 750,000 inmates on an annual basis. Keefe provides programs that currently include food, clothing, hygiene, shoes, electronics, music, hobby craft, religious and other various categories of items. These programs all operate with various rules and regulations established by the Department of Corrections or counties respectively.

The County can visit Keefe's main website [www.accesscatalog.com](http://www.accesscatalog.com) to see all programs that are active at any given time. Just choose a state, and then choose the program within that state. This website will provide access to all active programs accepting orders from family members and friends. Programs designated as DOC programs and programs classified as county jail are included.





14. The online commissary order system should provide a detailed delivery time and pickup agreement before customer/inmate is able to place the order;

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

Online orders are delivered with regular commissary orders, on Fridays. The message below is provided on the Securepak website’s FAQ.

**When will my order deliver?**  
Orders are delivered to the facility on Fridays. Allow 7-10 working days for orders to arrive at the facility.

**How do I check the status of my order and/or track its progress?**  
We will email a confirmation number to you within two business days of receiving your order.

- Visit [accesscatalog.com](http://accesscatalog.com) and enter the confirmation number or inmate number. You can also live chat with a customer service representative during regular business hours—Monday-Friday, 5:30 a.m.–9 p.m. PST and Saturdays, 8 a.m.– 2 p.m. PST.
- Call 1-800-546-6283 any time day or night to access our automated system. Customer service representatives are available during regular business hours.
- Email [customerservice@securepak.net](mailto:customerservice@securepak.net)

15. Provide prepaid Debit Card Services for fully released inmates;

**Keefe Response:** Keefe has read, understands and will adhere. Clackamas County will have the option to embed Release Pay debit card processing in its release workflow to ensure immediate loading of Access Corrections debit cards through Keefe’s secure online service.

Debit cards are a cost-effective alternative to issuing traditional checks. All hardware needed to provide this service will be provided by Keefe at no cost to Clackamas County.

Benefits of releasing inmates with a Release Pay debit card include:

- Reduces exposure to fraud and lost checks
- Eliminates uncashed checks
- Easy to use. Simplifies Bank Account Reconciliation
- Eliminates checks and cash handling

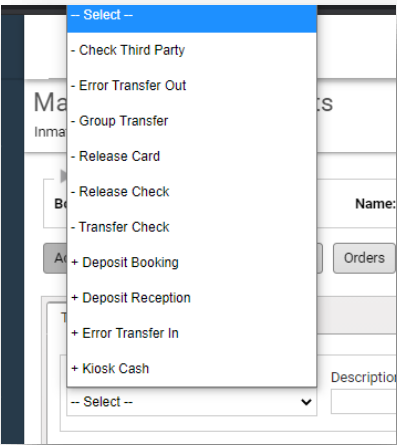
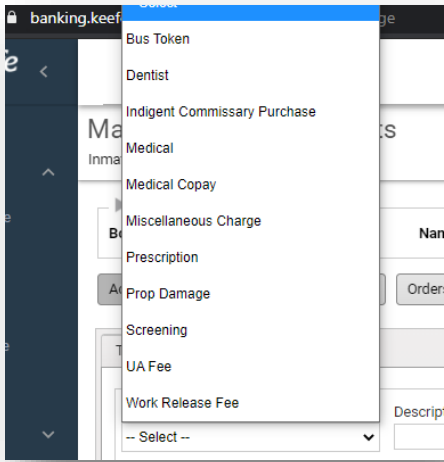




16. Ability for CCSO Staff to transfer monies between inmate commissary and phone accounts; and

**Keefe Response:** Keefe has read, understands and will adhere. As Clackamas County’s current commissary services provider, Keefe will continue to provide the ability for users to transfer monies between inmate commissary and phone accounts within its Cloud Banking application.

The Keefe Cloud Inmate Banking solution features a full lineup of user-defined transaction types. Processing transactions is role-based, limiting the given user or partner system to funds transactions types approved for the specific workflow or function by Clackamas County.

Deposits and Withdrawals	Collectible Debts, Automatic Prioritized Debt Collection Rules
	

Selected Rules			
	Priority	Name	Description
	1	Screening Fee Priority	100% From Deposit for Screening Fee
	2	Bus Token Recovery	100% from Deposit Bus Token
	3	Work Release	100% Recovery Work Release
	4	UA Recovery	100% for UA Recovery
	5	Prescriptions Recovery	60% Recovery for Prescriptions
	6	Med Copay Recovery	100% Recovery for Med Copay
	7	Medical Recovery	60% Recovery for Medical
	8	Dentist Recovery	60% Recovery for Dentist
	9	Prop Damage Recovery	60% Prop Damage Recovery
	10	Indigent Recovery	100% Recovery for Indigent



### Transfers, Abandoned Funds, Individual and Group Checks

**Edit Batch** Search Patient By:  Search Patient

Banking / Transaction Batches / Edit Batch

**Batch:** Party Funds Transfers 20201227 **Status:** Open

**New Transaction**

Patient ID:  Accounting Event: -- Select -- Description:  Amount:

Lock  Lock  Lock

**Transactions**

	<input type="checkbox"/>	Patient ID	Name	Accounting Event	Description	Amount	Status
	<input type="checkbox"/>	100660472	AHUMADA, JOHNNY A	Transfer - Jewish Fund	Donation Transfer - Jewis...	60.00	Committed
	<input type="checkbox"/>	100716001	BARBOSA, ANTHONY J	Transfer - Jewish Fund	Donation Transfer - Jewis...	55.00	Committed
	<input type="checkbox"/>	100706762	MILLS, KRISTON NULL	Transfer - Islamic Fund	Donation Transfer - Islami...	50.00	Committed

17. Maintain an open and collaborative relationship with the staff at the Clackamas County Sheriff’s Office and Correctional Facility.

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

In addition to our two dedicated part time delivery staff, Keefe’s management team will also continue to provide support.

**David Nicholson** will continue to serve as the County’s dedicated Account Manager. As the direct point of contact for any of Clackamas County’s day-to-day needs, David will work with designated county staff and coordinate with other Keefe employees to resolve any concerns raised by the County. David can be available for on-site meetings at any time or with scheduled frequency, such as monthly or quarterly, to review all aspects of the commissary operation and present new services and items that might positively impact the commissary operation for Clackamas County.

**Kathleen Jepson** has served as the Clackamas County’s Commissary Operations Manager for five years, and is Keefe’s daily face-to-face contact and presence at County facilities. Kathleen oversees on site operations, commissary delivery, and training of the delivery agents. She is available to answer any of the facility’s operational questions or concerns as they arise, and can be on site to assist as needed.

**Carlos Reyes**, Western Region Operations Manager, assists Kathleen and the onsite team with all operational aspects of the business.





David, Carlos, and Kathleen are directly supported by our regional management team, below.

Western Region Management Team

Terry Schroeder – Group Vice President

**Keefe Group**

Group Vice President December 2012 – present  
Regional Vice President June 2004 – December 2012  
Business Development Manager February 2001 – June 2004

**Sinclair Broadcasting** - June 1996 – February 2001

General Sales Manager

**CBS Broadcasting** - September 1982 – June 1996

Local Sales Manager, Account Manager KMOX Radio, KMOX-TV, KMOV-TV

**Education**

University of Missouri

---

Angelo Leber – KCN Regional Manager

**Keefe Group**

KCN Regional Manager - May 2012 thru Present  
Account Manager - November 2007 thru May 2012

**Image Microsystems** - October 2005 to November 2007

Major Account Manger

**Avanti Corporation** - January 2000 to September 2005

Account Manger

**Enterprise Rent a Car** - August 1995 to October 1999

Branch Manager  
Management Trainee

**Education**

Kaplan University  
San Jose State University  
De Anza College



Colby Pierce - Regional Vice President Access Securepak

**Keefe Group**

Regional Vice President Access Securepak – Present  
Regional Sales Manager - September 2000 – September 2003  
Account Manager – September 1998 – August 2000  
Systems Technician – May 1997 – August 1998

**Education**

Austin Peay University

---

Kris Dick - Director of Warehouse Operations

**Keefe Group**

Director of Warehouse Operations 2017 – present  
Regional Operations Manager February 2009 – December 2016  
Warehouse Manager August 2004 – January 2009

**United States Army**

Logistics Warehouse Manager – June 2001 – July 2004  
Logistical Specialist July 1998 – June 2001

---

**David Nicholson – Account Manager**

**Keefe Group**

- Account Manager - Nov 2018 - present
- Operations Manager - April 2010 - Nov 2018
- Assistant Manager - April 2008 - April 2010

**Wells Fargo Bank**

- Banker - March 2006 - April 2008

**Education**

- Idaho State University - Bachelor of Business Administration in Finance



Aaron Timberman - Director of Onsite Operations

**Keefe Group** - June 2017 to present  
Director of Onsite Operations

**Trinity Services Group**  
Operations Manager, June 2012 to June 2013  
Client relations Manager, June 2013 to June 2015  
Regional Manager, June 2015 to June 2017

**FedEx** - September 2005 to June 2012  
Dock Operations Manager

**United States Air Force** - April 1991 to September 2005  
Flight Line Expediter

**Education**  
University of Arizona  
Embry Riddle

---

Carlos Reyes - District Operation Manager

**Keefe Group**  
District Operation Manager West Region (Sacramento CA) 2018 to current.

**Trinity Services Group**  
Warehouse District Manager - 2015 -2018  
District General Manager - 2013 - 2015  
Operation Support Manager - 2011 – 2012

**Canteen Corrections**  
Operations Manager - 2008 – 2011  
Purchase / Production Manager - 2001 – 2008  
Production Supervisor - 1999 – 2001  
Warehouse Manager - 1997 – 1999



Justin Burkhardt - Technical Project Manager

**Keefe Group** - March 2017 to Present  
Technical Project Manager

**Serco** - April 2016 to March 2017  
GC2

**MB Technology Solutions**- March 2015 to February 2016  
Information Technology Service Manager

**Computer World Services**- July 2013 to February 2015  
SDDC Systems Response Center Team Lead

**Ashley Furniture**- September 2011 to June 2013  
Customer Care Associate

**Education**  
Harbor College

---

Manuel Ramirez - Regional Implementation Analysts Manager

**Keefe Group**  
Regional Implementation Analysts Manager, January 2019 - Present  
Regional Systems Support Manager, July 2016 – January 2019  
Systems Project Coordinator, June 2013 – July 2016

**Assa Abloy**  
Western Region Implementations Manager, February 2009 –December 2012

**L1ID Systems**  
Western Region Project Manager, January 2004 – December 2008  
Western Region Field Engineer, February 1997 – December 2003

**Panasonic Corporation POS Division**  
North and Latin America Product Specialist, September 1988 – February 1997  
North America Field Engineer, June 1986 – September 1988



## VENDOR RESPONSIBILITIES

1. The commissary delivery schedule must be mutually agreed upon by the vendor and the Jail. Delivery schedule is subject to change at any time as deemed to be in best interest of the Clackamas County Sheriff's Office. All deliveries MUST be made at the specified time and location given by the County;

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

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

We will continue the current schedule of processing orders on Wednesdays and delivering them to the facility on Fridays. Deliveries will arrive at the facility between 7:30-8:00 a.m. Keefe's delivery team will receive and sort orders by housing location, and begin delivery to inmates at approximately 9:00 am. If a different schedule is preferred, we will work with the facility to make any changes needed.

2. Each Commissary order shall be verified and sealed in clear plastic bags with receipts included;

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

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






The receipt will contain the following information; a sample is shown below:

1. Inmate name
2. Inmate location
3. County Identification Number
4. Starting balance
5. Itemized list of goods and quantity sold
6. Price for each item
7. Total of order including tax
8. Ending balance
9. Receipt number
10. Explanation of any items not sent with the order
11. Designated space for inmate signature

Page 1 of 1 05/01/2018 12:20 PM

KEEFE COMMISSARY NETWORK  
P.O BOX 17490, St Louis, MO 63178-7490  
300 for COMMISSARY TEST ACCOUNT

Name: RESIDENT2 Bal Before Order: 172.99  
 ID: SECOND DOB: Bal After Order: 55.79  
 Acct #: 56013 Order #: 9620517  
 CPR #: 822210 Order Date: 05/01/2018  
 Block: BL-001 Tier: T003 Cell: 333

  
 9620517-822210

Bay-Seq	Qty	UOM Description	Alias I	Price
KA3				
	6 EA	SZ 11 4-E REEBOK QUICKC	7765 S	0.00
	4 EA	BALL CAP/MESH -ORANGE	8228	4.44
10-1255	3 EA	CHILI RAMEN	6026	29.97
22-2175	9 EA	FLOUR TORTILLAS	6600	20.97
25-2393*	2 EA	ROOT BEER 20OZ	2490	11.00
PROPERTY ITEMS -TO BE DELIVERED FROM PROPERTY OFFICE				
25-2380*	3 EA	PROPERTY ITEM	2396	3.00
OTHER				
	6 EA	GV FRUIT ROLLS CEREAL Subbed with Item-7765	4210 N	19.98
ISSUE CREDIT				
	5 PAD	SKETCH PAD 8.5 X 11 WHI	1070 C	22.20
Total Pick Qty 24		SubTotal:		111.56
Total Weight 21.22 Lbs		Tax:		5.64
		Total:		117.20

I have checked and received this order with any and all credits/shortages as indicated herein.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Witnessed By: \_\_\_\_\_ Date: \_\_\_\_\_

*Customer specific messaging goes right here!*



### Grievances

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

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

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

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

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



3. The Vendor's system must allow a Jail Staff to open an inmate account by using a temporary file created by our jail management system. The inmate identification number and appropriate information entered at the time of booking will be included in this file;

**Keefe Response:** Keefe has read, understands and will adhere. The Keefe Cloud Inmate Banking solution allows authorized users and authorized partner services to open an inmate account using an identification number, add funds to the account. Adding funds is role-based, limiting the given user or partner system to funds transactions types approved for the specific workflow or function by Clackamas County.

All transactions entered into the system will continue to display transaction type (commissary, bail, money order, etc.), description, amount, receipt number, authorizing User Id, workstation number, and time stamp (to the millisecond). This data is permanently recorded on each financial transaction to enable audit-ability and accountability at the record level.

Keefe Cloud Banking stores inmate identifiers including name and identification number--both unique identification and event related booking numbers. The application relates multiple bookings to a single unique identification number. Upon re-incarceration, Cloud Banking will automatically collect debts and/or transfer stale funds from prior bookings when related by the unique identification number. When reviewing inmate accounts, users can review each booking instance and its related financial history by choosing the booking from a drop-down menu.

4. Minimum functionality and types of transactions to occur on the inmate accounting system:
  - a. Post a deposit of funds to the inmate's account;

**Keefe Response:** Keefe has read, understands and will adhere. The Keefe Cloud Inmate Banking solution allows authorized users and authorized partner services to open an inmate account using an identification number and add funds to the account. Adding funds is role-based, limiting the given user or partner system to funds transactions types approved for the specific workflow or function by Clackamas County.

- b. Provide for "returns" for orders delivered to inmate who are being released or otherwise unavailable to receive orders;

**Keefe Response:** Keefe has read, understands and will adhere. Keefe currently processes Clackamas County's commissary ordering via GTL Tablets and proposes to maintain continuity with this solution, including the return process for inmates being released or unavailable to receive commissary orders.





- c. Process credits for commissary goods or other transactions;

**Keefe Response:** Keefe has read, understands and will adhere. Keefe currently processes Clackamas County’s commissary ordering via GTL Tablets and proposes to maintain continuity with this solution, including the refund process.

The screenshot shows the 'Refunds' page in the Keefe Group system. At the top right, it displays 'Order # 4960' and 'Order Status: Shipped' with 'Order Date: 12/08/2020'. Below this is a form for 'Refund Entry' with fields for Order # (4960), Item #, Quantity, Booking ID (888956), Inmate Number (888956), Name (DAMEON SANTISTEVAN), and DOB (10/8/1998). There are dropdown menus for 'Partial Refu' and 'Refund Reasc'. A table lists items for refund:

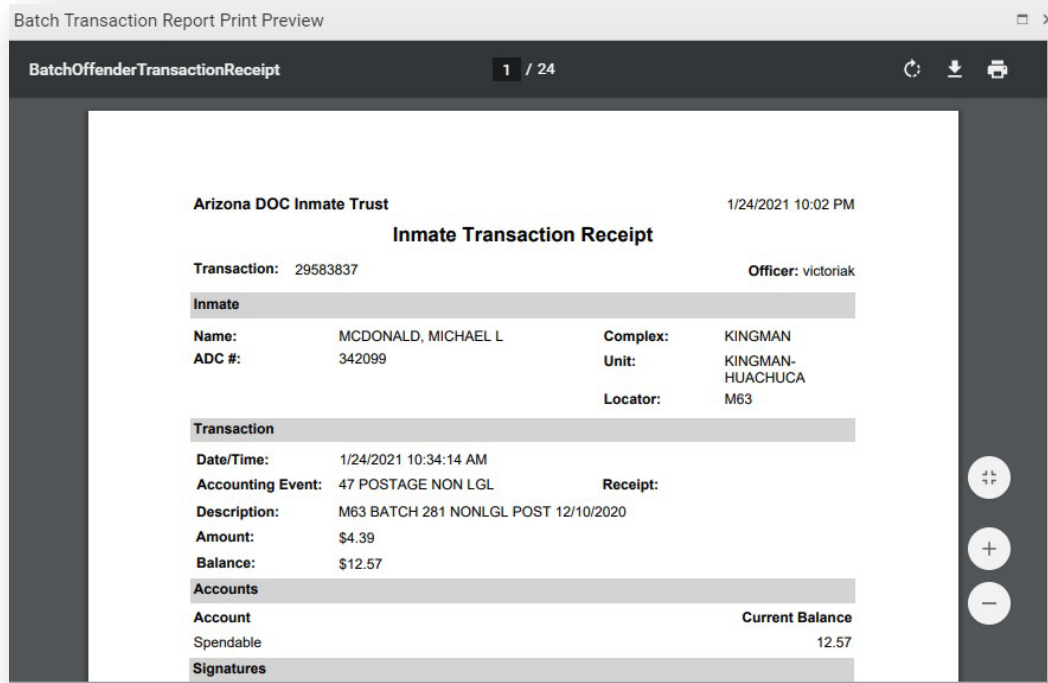
Item #	Description	Invoice Qty	Invoice Amount	Refund Qty	Refund Amount	Refund Reason
4013	MILKY WAY CANDY BAR	1	\$1.47	0	\$0.00	
4010	SNICKERS BAR	2	\$2.94	0	\$0.00	
6159	CHEETOS FLMN HOT 1.75-OZ	5	\$5.70	0	\$0.00	
3270	ZC CHOC CREME CUPCAKE	1	\$1.85	0	\$0.00	
3236	(EA) ZC SWISS ROLLS	2	\$1.68	1	\$0.84	Short
6079	WHOLE SHABANG 1.5 OZ	3	\$3.42	0	\$0.00	
6026	CHILI RAMEN	7	\$6.65	0	\$0.00	

At the bottom right, it shows 'Invoice Total: \$24.83', 'Refund Tax: \$0.03', and 'Refund Total: \$0.87'. There are 'Next Refund' and 'Done' buttons.

- d. Provide numbered receipts for all transactions with a signature line for all deposits or withdrawals from an inmate's account; and

**Keefe Response:** Keefe has read, understands and will adhere. Each transaction generated in the Keefe Cloud Banking and Commissary applications produces a receipt that can be printed and signed by the inmate.

Receipts can be reprinted and will continue to include, date, time, accounting event, description, amount, balance, and the officer completing the transaction and can be configured to station specific defaults. Clackamas County users can also set the desired number of receipts to be printed. Receipts are customizable by Keefe staff to match a variety of formats including laser paper and thermal paper printers.



e. Provide a Pre-paid Debit Card for fully released inmates account balances.

**Keefe Response:** Keefe has read, understands and will adhere. Clackamas County will have the option to embed Release Pay debit card processing in its release workflow to ensure immediate loading of Access Corrections debit cards through Keefe’s secure online service.

Debit cards are a cost-effective alternative to issuing traditional checks. All hardware needed to provide this service will be provided by Keefe at no cost to Clackamas County.

Benefits of releasing inmates with a Release Pay debit card include:

- Reduces exposure to fraud and lost checks
- Eliminates uncashed checks
- Easy to use. Simplifies Bank Account Reconciliation
- Eliminates checks and cash handling





- 5. The Vendor’s system must provide the following financial information on screen and/or in report form:
  - a. History of an individual account;
  - b. Demographics of an account; and

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

Keefe Cloud Banking features review and generation of two standard reports from the inmate’s account page, the **Inmate Summary Account Report** and the **Inmate Consolidated Statement** report. Additionally, the Notes: Open Text entry feature allows users to document additional information about an inmate account.

### Inmate Summary Report

Demo
1/24/2021 10:02 PM

## Release Inmate Summary Report

Officer: jvitale@Demo

**Inmate**

Name	ICN	Person ID	Status	Date Admitted	Date Released
STEFAN, EDWARD MATASSA	000423189	000423189	Inactive	6/29/2018 10:00 AM	1/24/2021 10:02 PM

**Trust Accounts**

Available	\$0.00
Bonding	\$0.00
Phone	\$0.00
PreTrial	\$0.00

**Debt Accounts**

Amounts Due	\$0.00
-------------	--------

**Summary of Closing Activities and Transactions**

Accounting Event	Description	Amount	Balance	Date/Time
Released	Released		\$0.00	1/24/2021 10:02 PM
Debit Card	Release Card -L5 - 59985	\$34.62	\$0.00	1/24/2021 10:02 PM
Cash at Release	Bus Money	\$20.00	\$34.62	1/24/2021 10:02 PM
Release Debt Recovery	No debt found	\$0.00	\$54.62	1/24/2021 10:01 PM
Phone Release	\$0.00 have been transferred	\$0.00	\$54.62	1/24/2021 10:01 PM
Initializing Release	Starting Available Balance:		\$54.62	1/24/2021 10:01 PM

**Notes**

Open text entry for documenting additional information about an inmate account

### Modify Inmate

Inmate / Modify Inmate

---

**Funds (This Booking)**

Available	\$102.81
Bonding	\$1,250.00
Phone	\$0.00
PreTrial	\$0.00
Amounts Due	\$7,398.00

---

**Notes**

12/15/2020 - Placed in Trustee Unit  
12/20/2020 - Assigned to Chaplain  
01/24/2021 - Work Assignment changed to Kitchen

c. Detail transaction journal with unique identifier for every transaction.

**Keefe Response:** Keefe has read, understands and will adhere. Keefe Cloud Banking stores inmate identifiers including name and identification number--both unique identification and event related booking numbers. The application relates multiple bookings to a single unique identification number.

Upon re-incarceration, Cloud Banking will automatically collect debts and/or transfer stale funds from prior bookings when related by the unique identification number. When reviewing inmate accounts, Clackamas County users can review each booking instance and its related financial history by choosing the booking from a drop-down menu.



5. The Vendor will provide and install the computer hardware necessary to operate the commissary and inmate accounting system. The Vendor shall describe the minimum standards and specifications for computer hardware and software that will be installed at no cost to Clackamas County and all documentation for said system shall be provided within thirty (30) days of the contract award. In the event the resulting contract is terminated or not renewed, all equipment, hardware and software, and any licenses pertaining to such equipment shall remain the property of the provider;

**Keefe Response:** Keefe has read, understands and will adhere. As part of the agreement, Keefe will provide and install all hardware and software at no charge to Clackamas County. All cabling, switches, routers, fiber connectors, ISP services are included in Keefe's solution, and Keefe will provide, install, maintain, and replace its network infrastructure elements as required.

Keefe's proposed cloud-based applications rely solely on an internet connection with a desktop computer. Its Project Services Team will ensure that the hardware and software it provides will meet or exceed industry standard bandwidth specifications of 20 plus MBPS for faster network speeds. No servers are required on site, and no additional software is required on users' computers. Users access Cloud applications at <https://keefe.cloud>. Browser options available to Clackamas County users include:

- IE10 or IE11
- Chrome
- Edge

Keefe's hosted Banking and Commissary systems operate using the Windows OS, computer operating system developed by Microsoft Corporation to run personal computers.

As part of the agreement, Keefe will grant Clackamas County a royalty free license to provide its software to ALL authorized users and with no limitations in the provision of the County's banking and commissary services. Any and all upgrades of hardware and software as well as additional training to facility staff will be provided by Keefe at no cost to the County for the life of the Agreement.

### **Training**

For initial and ongoing training, Keefe will provide Clackamas County users with online, print, or video documentation, customized to the County's configuration. Typically, the online guide and handbook are the basis of user training.

Keefe anticipates that there will be a number of different Clackamas County user roles such as intake, accounting clerk, mailroom, financial manager, release, etc. Each role will have a specific set of functions within the system. Each role will have a unique set of guidelines within the desired training media. Handbooks and videos may be separately distributed for end-user reference. Training will be centered on Cloud Banking, Commissary, and Intake Kiosk applications.



- Keefe’s Implementation Team members will engage Clackamas County’s user team leaders in a collaborative approach to defining scenarios for user acceptance. A scenario for commissary may be to process 10 representative tablet, Intake (Booking) kiosk, ITS or scan orders and evaluate restriction processing across 3 allowed lists.’
  - Training session times will be determined by Clackamas County requirements.
  - A scenario for Cloud Banking may be to process payroll for 100 inmate accounts and evaluate withdrawals, obligation deductions, and resulting available balances.’
  - From these scenarios Keefe Project Coordinators create a test system for validation of user requirements. Clackamas County user team leaders will then validate test scenarios and recommend changes of configuration and/or software features. This is an iterative process. Once completed the test system becomes the end user training system.
6. The Vendor shall be responsible for the initial setup of the proposed system;

**Keefe Response:** Keefe has read, understands and will adhere. As Clackamas County's current vendor, Keefe is familiar with the logistics of the facility and has the proven capability to service it. With the upgrade to Cloud applications, Keefe will ensure an orderly smooth transition that maintains Clackamas County’s current efficient and effective commissary operation.

David Nicholson will continue to act as the County's primary contact. He will work with our dedicated Corporate Services Project Management team members to upgrade the software, organize training, and facilitate meetings with Clackamas staff to discuss the health of the contract and formulate strategies to further improve the operation.

7. Provide for a twenty-four (24) hour, seven (7) days a week emergency hotline for reporting software and hardware problems to ensure maximum utilization and minimal down time;

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

Our standard **Service Level Agreement** with contact information is provided on the following pages.



**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:

- Sending/Ordering/Processing Commissary
- Deposit Services – anything preventing deposit transactions from being applied onto the resident financial account
- Lobby Kiosks – hardware issues preventing family/friends from depositing funds onto the resident financial account
- Inmate phone time availability
- Direct Link Trust – anything preventing resident outbound calls
- Inmate Booking
- Inmate Release
- Facility server/hardware offline, database failure
- Creation of new resident accounts and/or updating existing resident accounts via manual entry or an integration.

**Level 2 – Escalated**

Any issue not immediately compromising or preventing facility from performing daily job functions related to commissary and/or inmate banking. Escalated issues are second level priority, behind active urgent cases. The assigned Analyst will be responsible for replying to the customer within two hours of receiving the case and will work through the escalated issue with the customer until resolution. Escalated issues could include:

- Billing issues related to commissary sales/refunds
- Non-critical resident account related issues
- Bank reconciliation/check/deposit issues not immediately affecting business

**Level 3 – Standard**

Any longer term issue that does not immediately compromise daily job functions. Standard issues are third level priority, behind both active urgent and escalated cases, and may have potential resolution of 5 days or longer. The assigned Analyst will be responsible for replying to the customer within four hours of receiving the case and will work with the customer through resolution.

The Analyst is also responsible for keeping the customer updated on progress as needed. Standard issues include:

- Bank reconciliations and/or general journal reconciliations not immediately affecting daily functions
- Report creations/modifications



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

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

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

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

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

**Tier 1 Support** – All incoming incidents for Keefe and Trinity phones and email submissions

Earnest Muex ([earnest.muex@keefegroup.com](mailto:earnest.muex@keefegroup.com)) – IT Manager for the Tier 1 support team

#### **Tier 2 Support**

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

#### **Senior Management**

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





8. Provide immediate repair/replacement of equipment that is inoperative. Vendor shall provide a preventative maintenance schedule and estimate the amount of non-scheduled maintenance downtime for each component of the proposed system. Vendor shall supply a policy for expediting the repair of equipment including a preventative maintenance plan;

**Keefe Response:** Keefe has read, understands and will adhere. Keefe is responsible for all hardware, software and required maintenance/support fees and utilizes its Infrastructure Team to manage and maintain this aspect of its services. Specifically, the Infrastructure Team:

- Monitors and supports all hardware/equipment supplied by Keefe (including servers, workstations, booking kiosks, pod kiosks, cart operations, various scanners, printers)
- Monitors and supports maintenance items (such as data backups, anti-virus software/updates, Windows system updates)
- Provides mission critical server troubleshooting and recovery services
- Supports networking/communication across Keefe technology implementations

#### **Preventive Maintenance**

Keefe virtualizes all commissary servers, and Keefe's Data Center operations staff will maintain them including operating system, application software and security updates.

Keefe traditionally patches servers on a monthly basis without specific customer notification or downtime. Any maintenance action requiring downtime is scheduled 72 hours in advance and will be communicated to Clackamas County. These are typically scheduled during times of minimal customer impact, such as midnight on weekends. For any unscheduled downtime, Keefe publishes outage notifications immediately that include expected recovery time-frames and exact impact on services.

Keefe provides Checkpoint virus scan software for the Keefe client systems deployed at customer sites. The software is configured for daily system scan, email scan, download scan and internet filter. Daily updates are configured and require an internet connection to the Checkpoint virus data file update service.

Additionally, all data network connections between kiosks, servers and central services are https/SSL encrypted. Keefe firewalls located at its central services site filter inbound and outbound traffic. Local facility firewalls should be configured for DNS entries located at the Keefe central services site to allow outbound port 443 access for deposit information exchange.

Keefe Central Services staff are responsible for monitoring, logging, and alerting for security-related issues occurring within the Keefe network. External and internal security scans are conducted on a weekly basis at the Keefe central services site, and security findings are also addressed weekly. Keefe will provide alternative virus scan solutions if specified by Clackamas County.



9. The Vendor will submit a narrative description of the standard operating procedures for normal system administration tasks specific to the provider's software and hardware. This description should include and identify any specialized technical skills that will be required by Clackamas County personnel and recommend guidelines for file backup;

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

### **Keefe Cloud Banking Standard Operating Procedures (SOP)**

#### **1. Introduction**

The Keefe Cloud Banking System's Standard Operating Procedures (SOP) is the documented procedures for routine work for all Keefe devices, systems and applications. This SOP should be used by facility staff as part of the Keefe Cloud Online Banking solution.

#### **2. Purpose and Scope**

The purpose of this document is to describe facility user procedures related to inmate banking and commissary functions. This document encompasses all activities facility users perform in handling routine and administrative software functions within their facility.

#### **3. Software System Overview**

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

The application is comprised of a suite of programs that include inmate banking and commissary. The programs may be used together to form a complete integrated solution or may be integrated with other technologies.

#### **4. System Applications**

- Inmate
  - Accounting
  - Change Pin
  - Close
  - Create
  - Modify
  - Property
  - Reports
  
- Banking
  - Transaction Batches
  - Cash Drawers
  - General Ledger
  - Accounts Payable



- Checks
- Bank Reconciliation
- Search Transactions
- Reports

- Commissary

- Orders
- Refunds
- Catalogs
- Batches
- Reports

- Communications

- Conversations
- Grievances
- Reports – Conversations
- Reports -Documents

## 5. Interrelated Applications

- Online Vending
  
- Access Corrections Money Services
  - Agency Manager
  - Web deposits/payments
  - Public Transaction Kiosks
  - Intake Transaction Kiosks
  - Debit cards
  - Reports
  - Data Detective
  - Intake Matching
  
- Inmate Kiosk/Tablet
  - Online Account Statements
  - Online Shopping Cart
  - Online Bulletin Board
  - Online Requests/Grievances
  - Pin Management

## 6. Responsibilities

Facility responsibilities are delineated by user, group and workstation authorization profiles protected by password security both at the feature level and at the individual accounting transaction level. County-created profiles are linked to accounting and workflow specifications to establish roles tailored to facility operations.



**7. System Administration Roles**

Users of the Keefe Cloud software applications should possess intermediate to advanced level computer, data entry, and accounting skills. The applications will be managed by:

- Staff primarily responsible for intake and release, including initial deposits, initial charges, cash and check withdrawals at closeout and cash drawer balancing.
- Staff responsible for commissary order entry, restrictions management, refunds.
- Staff responsible for fiscal management, including reconciling cash drawers, bank deposits, General Journal entries, and fiscal reporting including the Inmate Control Account, Bank Reconciliation, Collected Recoverable distributions, payments to vendors, welfare fund, city and/or county service groups.
- Staff responsible for inmate communications, grievances, medical requests, etc.
- Staff responsible for administrative tasks

System Users	
Accountant 1	Accounting Clerk 1
Accounting Supervisor	Administrative Assistant
Administrator	Captain
Case Manager	Commissary Services
Corporal	Dentist
Financial Manager	Doctor
Intake Officer	IA Lead
JMS Service	IT Manager,
Mailroom Clerks	Junior Officer
Phone Services Coordinator	Lieutenant
Sergeant	Nurse
Trust Officer	Release Officers
Secretary Admin	

System Groups	
Name	Description
Access Corrections	Access Corrections
Accounting	Accounting Staff
Agency Manager	Agency Manager Access
Auditor	Auditor Group
Booking	Booking Officers
Commissary	Commissary Group



Communication	Communication
Emergency	Emergency Responders
Financial Administrator	Financial Administrator User Group
Grievance - Initiator	Initiate Grievance
Grievance 1	Grievance Reviewers Level 1
Grievance 2	Grievance Reviewers Level 2
Grp - Immediate Notification	Grp - Immediate Notification
Intake and Release	Intake and Release Staff
Intake Matching	Intake Kiosk Matching
License Payments	License Payments
Medical	Medical staff
Online Deposits	Online Deposits Service Privileges
Phone Vendor	Phone Vendor
Pod Officer	Pod Officer
Programs	Programs Staff
Read Only	Read Only Roles
Religious	Religious Reviewer
Reports	Report Distribution Service Privileges
Security Administrator	Administrator for Users and Group Roles
TEX-Previewer	
TTO Manage	
Work Release	Work Release

- Workstations
  - Intake and Release
  - Access Corrections Service
  - Commissary Station
  - JMS Station

**8. System Administration Tasks**

- Performing inmate intake and release
- Performing initial deposits, initial charges,
- Inputting cash and check withdrawals at closeout
- Balancing cash drawers.
- Managing commissary order entries
- Managing order restrictions
- Performing commissary item/order refunds.
- Managing fiscal accounts
- Reconciling cash drawers
- Performing bank deposits
- Managing/inputting general journal transactions,
- Generating fiscal reports
- Reconciling bank accounts



- Quick identification of cleared items
  - Bank-to-Book Auto-Calculated Bank Rec Summary
  - Convenient Reconciling Entries
- Collecting recoverable distributions,
- Paying vendors
- Managing welfare fund, City and/or County service groups
- Accessing system from Chrome or Edge Browser
- Using Single Sign-on from work accounts
- Searching for Inmate Accounts by Last Name, ID, Active, Inactive
- Processing paginated search results displaying balances and DOB
- Tracking spending money separately from debts, bonding, and other accounts such as savings, payroll, or pre-paid phone
- Accessing Useful Features from the Inmate Management page
  - Court Obligations Management
  - Schedules - Review Automated Transaction Events
  - Commissary Order History
- Processing User Defined Transaction Types
  - Deposits, Withdrawals
  - Collectible Debts, Automatic prioritized debt collection rules
  - Transfers, Abandoned Funds, Individual and Group Checks
  - Cash Drawer Workflow
  - Bank Reconciling Items
  - User Defined Transaction Tags for collecting additional information about the transaction.
- Managing Online Audit Trail for All Transactions
  - Transaction history review - Hot links to associated accounts and transactions
  - Printable audit trail report for any transaction
- Processing and managing account locks
  - User defined financial restrictions with expiration date and supervisor override
- Processing Notes
  - Open text entry for documenting additional information about an inmate account
- Tracking Expanded Inmate Classifications
  - User defined fields for tracking security classifications, dietary constraints, exemptions, custody type
- Performing Release Workflow transactions
  - Automated Pre-defined account settlement rules
  - Choice of disbursements Cash, Check, Debit Card, Bond-Out, Group Transfer, or Split Disbursement (when using two or more of these in combination).
- Performing Inmate Property Inventory transactions
  - Describe and record inmate property at intake
  - Review, audit, release inmate property
- Generating Customizable Reports
  - Receipts, Releases
  - Balances
  - Deposit and Withdrawal Review
  - Outstanding Debts Receivable



- Indigence Review
- Ad Hoc Exports
- Report on Inmate Status, Location, Balances, Obligations, and Transactions.  
Choose from more than 50 columns, and more than 20 row filters. See results in Excel®
- Performing Rapid Entry in Preview Mode
  - Transaction Batches – rapid lookup, transaction grouping, links to accounts payable
  - Group receipt printing, Group transaction reporting
- Performing Real Time General Ledger entries
  - Classified Balance Sheet Navigation
  - Quick reporting and audit
- Performing Accounts Payable transactions
  - Organize payments to vendors and government agencies
  - Disburse accruals by fiscal period
  - Produce detailed disbursement advice
- Performing Advanced Bank Transaction Search
  - Use multiple search criteria to find bank entries of interest
  - Easy reporting on search results
- Generating Financial Statement Reporting
  - Classified Balance Sheet
  - Trial Balance
  - Selective GL Account Time-Period Activity
  - Debt Collection Results
  - Ad Hoc Exports
  - Online Deposit Reporting
  - Bank Transfers
  - Depositor Information
  - Link Analysis – Relationships between depositors and recipients
- Setting up Advanced Population-Based Purchasing Restrictions
  - Define inmate populations based on location, gender, classification, diet, privilege level, sanction, etc.
  - Define categories (tags) to group items in restriction bundles
  - Set restrictions for shopping privileges (frequency, spending limit)
  - Set restrictions per product or product category (tag) (qty, timespan)
- Processing Multiple Modes for Commissary Purchases
  - Kiosk/tablet
  - Phone
  - Scantron
  - Walkup (concession)
  - Mobile Cart
  - Vending
    - Real time direct debit from inmate account when item vends
    - Cloud based vending audit/refill/planogram service
  - Direct manual entry
  - Trinity Take-Out (hot meals kitchen service)
  - SecurePak – Online Family/Friends Packages



- Processing Smart Purchasing from Multiple Inmate Sub-accounts
  - Designate priority sub-accounts such as store credits, gift accounts, to be used for commissary purchases in addition to the primary spending account
- Reviewing and Dispatching Commissary Orders
  - Design Automatic Commissary Order Restrictions and Privileges
  - Create Itemized Commissary Refunds
- Processing Auto-Credit for Out of Stock
  - System-generated credits based on fulfillment outcomes at Keefe warehouse
- Performing Indigent Assessment and Indigent Sales
  - Automatic financial assessment over time, balance, transaction activity
  - Separate catalog, billing structure
  - Financial accounting for indigent accounts payable payment to vendor/accounts receivable reimbursement from County (welfare, other)
  
- Performing Bill-Pay Auto-Reconcile
  - Select delivery batches to auto-reconcile with inmate receipts
  - Auto-create reconciled Accounts Payable payment batch(es) for disbursement
  - Option to create split disbursement for Keefe/Tax/Commission
- Generating Report Sales by Delivery Batch, Category, and Inmate Receipt details
  - In-Line and drill down (retrospective) reporting with advanced filters
  - Immediate export to Adobe, Excel
- Managing Grievance Process – Judgment / Appeal Case Numbers and Case History
  - Request / Grievance - Initiate by Category
  - Request/Grievance - Officer Initiate
  - Request/Grievance – Previewer – Previewer can resolve or dispatch (release) to specialist group
- Performing Data Conversion (With Keefe IT staff)
  - Personal Information – IDs, Names, Locations
  - Closing Balances from spending and savings accounts
  - Unpaid Debts
  - Uncleared Checks
  - Inmate Account Statements in Adobe Format
- Managing Interfaces with Partner Systems (With Keefe IT Staff)
  - Inmate Information – JMS/OMS
  - Web Services – Real Time
  - File Exchange – Scheduled
  - Phone Services
  - Phone Time Purchases and Refunds - Web Services – Real Time
  - Phone Time Purchased via Commissary – Scheduled by Staff User
  - Refunds at Release – Web Services – Real Time

## 9. Keefe Data Backup

The disaster/back-up/recovery protocol is solely managed by Keefe Production Engineers at the Keefe data center. Keefe’s server complex is virtualized, allowing for both snapshot





backups and for master backups stored off-site. Keefe maintains a primary data center, TierPoint, co-located at a tier 3 facility in St. Louis, Missouri. Keefe's fail-over backup site is also a Tier 3 data center, TierPoint, located in Omaha, Nebraska.

With its snapshot method, a backup copy is used to create the entire architectural instance/copy of an application, disk or system to restore the system or disk of a particular device at a specific time. The master backup is a scheduled backup of all the county's data, banking and commissary. Backups are scheduled to protect against data loss and ensure data availability.

#### 10. Security and Compliance

Keefe strives for the highest level of integrity in its Cloud services. Keefe maintains a documented mandatory security policy among its employees and adheres to PCI, SOC 2, CJIS, NIST 800, ADA, and HIPAA guidelines. End User Security includes Role Based Access Controls, Single Sign-on from facility work account, detailed audit trail on all transactions, and data encryption.

10. Vendor will submit detailed operating procedures in the event of a system outage;

**Keefe Response:** Keefe has read, understands and will adhere. Keefe Group Cloud services are hosted at redundant data centers managed by Keefe Production Engineers, including cabling, switches, routers, fiber connectors, ISP services and outage notifications.

Keefe manages the cloud delivery system using Goverlan technology. Uptime for the cloud platform is 24 x 7 with scheduled maintenance in a four hour window on a monthly basis.

Multiple outages directly traceable to a Keefe failure of services are handled in the following manner:

1. Keefe Production Engineers will send the facility an email communication when system maintenance and upgrades are to occur.
2. Response time is immediate for general unplanned cloud service outages. 24 x 7 monitoring promotes early awareness of a system event, and triggers 24 x 7 data center operations staff to resolve or to escalate the event and to notify Keefe staff and customers or progress toward resolution.
3. Response time is hourly for raised alerts from cash/credit collection devices. Ticketing and resolution of a raised alert from a cash/credit collection device is immediate upon recognition of a raised alert. Resolution timelines are assigned at ticketing based on analysis of the failure. Examples may include immediate remote resolution or dispatch of equipment or technician for repair / replacement.

Keefe Group does not anticipate outage impacts that would significantly impair ongoing operations at County for bonding purposes.



11. The Contractor will assume all costs for telephone service, faxing, copying, and other office expenses associated with the Commissary operations;

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

12. Awarded Contractor Staff will attend a training program relating to the rules and procedures of the Clackamas County Correction Facility prior to the beginning of the service;

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

13. The Vendor agrees to provide any additional commissary services (commissary menu) not identified herein, as mutually agreed upon at prices mutually agreed to form for said services;

***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.

14. Access and Records: The Vendor shall keep full and accurate records of sales and order records in connection with the services provided herein. If requested, a copy of said record shall be supplied to the Director or designee on a monthly basis on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours; and

***Keefe Response:*** Keefe has read, understands and will adhere. All inmate accounting records are managed in the Keefe Cloud 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 and reporting by Clackamas County staff. To the extent of the inmate information loaded to the Keefe database via the County-specified interface, the facility will be able to generate any specified reports.

15. Facility inspections shall be made by the County when deemed necessary, with advanced notice to the Vendor.

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



## Additional Required Information

### **Provide the following information in the order in which it appears below:**

**Project Approach (25 points max):** Contractor shall clearly demonstrate a thorough understanding of the project: Detail the plans for meeting the county's timelines, phasing in of software system, and installing the cashier kiosks, and demonstrate the ability to customize the services to meet the county's needs.

As Clackamas County's inmate banking and commissary provider since 2009, we understand that the County is seeking to continue its current inmate banking and commissary services, and online friends and family ordering programs. Upgrades are needed to vendor-provided equipment, including a PC workstation and booking kiosk equipment.

We also understand that the working relationship with the commissary provider is of primary importance. The County's direct support team includes David Nicholson (dedicated Account Manager), Kathleen Jepson (Onsite Commissary Manager), and Carlos Reyes (Regional Operations Manager), who will continue to provide excellent customer service with the support of our regional management team.

Our commitment to completing the project work according to the County's timelines is described in the responses below. Our regional staff includes a professional project manager and implementation staff to complete the work in a manner and on a schedule that meet the County's requirements.

Provide a milestone for training CCSO staff to use your system. What documentation would you provide for transition of services?

### **Facility User Training**

Training may be on premise and/or remote as specified by the facility. Initial Training would be centered on commissary software training and inmate banking software training. Users will be trained using print and/or online reference guides.

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

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



### Training Sessions

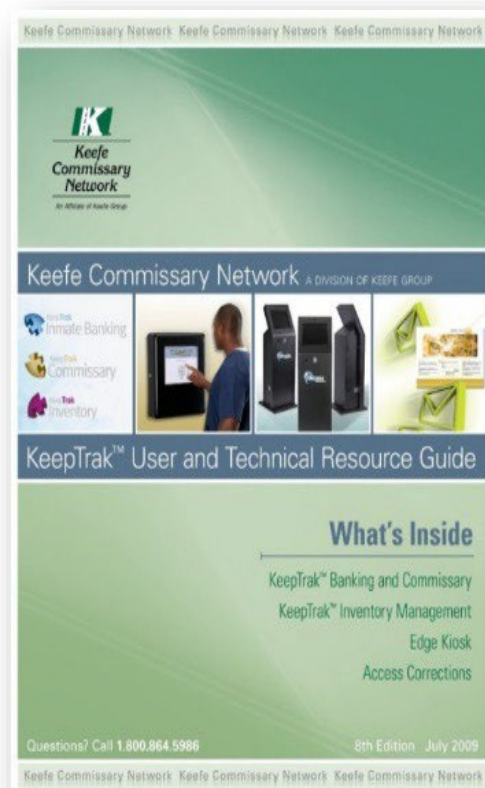
Training sessions will be conducted by user role. Users will acknowledge participation in training classes held on premise at the facility. Additional training options include web-based training with assistance by KCN Project Coordinators, and/or group presentations with open question and answer sessions.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

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

### Technical Training Documents and Guides

KCN Project Coordinators will team with the KCN Technical writers to develop a user online and/or print handbook customized to the configuration established in the test system.

The online guide and handbook are the basis of user training. Keefe anticipates that there will be a number of different user roles such as intake, accounting clerk, mailroom, financial manager, release, etc. Each role will have a specific set of functions within the system. Each role will have a unique set of guidelines within the handbook. The handbook may be separately distributed for end-user reference.





Provide an implementation plan with specific milestones from the date of execution of the contract to meet the County’s anticipated timeline to be fully installed and functional within 30 days of Contract execution. This plan shall identify responsibilities for the Vendor and Clackamas County as well as shared responsibility.

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

The initial contact with the facility will be made by the Project Manager and a Senior Technician. During this call the entirety of the project scope will be discussed. All necessary Facility contacts and their various roles and responsibilities should be given to the Keefe Project Manager at this time.

During this call we will distinguish milestones for the project. Future meetings will also be discussed.

Most of the Project’s building and configuration will be done at Keefe’s corporate office. The remaining configuration will be handled onsite by qualified Keefe Technicians.

Facility training will be done in two phases. We will train the appropriate facility staff before we arrive onsite, and again before the scheduled “Go Live”. Any additional training will be done per Facility request.

After “Go Live” an email will be sent to the appropriate Facility Staff with information regarding how to contact our 24 hour Help Desk and SLA times.

**The sample project plan below will be modified according to Clackamas County’s specific requirements and schedule.**

**Sample Project Plan**

Calendar Day		Milestone	Participants		
Begin	End		Keefe	Clackamas County	Other Providers
1	1	<b>Plan Review &amp; Project Kickoff</b> First implementation meeting. Review/confirm preliminary milestones, determine project participants & roles	X	X	X
2	5	<b>Overview &amp; Configuration Specifications</b> Introduce and demonstrate system features; determine configurable items: chart of accounts, bank info, high level interfaces, authorized users, network configuration, user interface, data migration	X	X	X



Calendar Day		Milestone	Participants		
Begin	End		Keefe	Clackamas County	Other Providers
5	15	<b>Design Specifications</b> Detailed interface, infrastructure, network, financial, and user authorization specs with projected timelines. Present prototype Accounting System with configurable attributes set per county specs	X	X	X
10	24	<b>Provisioning</b> Procure equipment, network and electrical cabling; deliver/ configure equipment and network/infrastructure	X		
16	28	<b>Develop Interface</b> Code, test and complete interfaces	X	X	X
20	24	<b>Data Migration</b> Sample data migration & presentation	X	X	X
20	28	<b>Installation</b> Operational system pending final test	X		X
28	35	<b>System Testing</b> End to end testing of transactions, interfaces, services Fully functional system; confirm 'go-live' date	X	X	X
35	38	<b>Staff Training - End user &amp; administrator</b> Completed training & guides published	X	X	X
38	38	<b>Inmate Training - Tablet or phone ordering use</b> Completed training & guides published	X	X	X
25	38	<b>Public Training</b> Training & marketing materials finalized and distributed	X	X	
39	40	<b>Data Migration - Introduce all services; activate and use all components</b>	X	X	X



**Description of Services (25 points max):**

- Procedures for ordering products;

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

Inmates will place orders via GTL tablets provided by the facility; housing units not permitted tablets will place orders via bubble sheet/scanning. Phone ordering will be used as a backup method. Orders will be processed and delivered weekly.

**Tablet Order Entry**

Keefe currently processes Clackamas County’s commissary ordering via GTL Tablets and proposes to maintain continuity with this solution.

**Scan Form Ordering**

Order forms are scanned using the **KCN Optical Mark Recognition (OMR) scanning interface** that has been uniquely crafted to incorporate the scanning manufacturer’s latest programming specifications directly into our software. This allows KCN system users to work with the scan dialog as an integral and real-time component of our software, insuring integrity and speed, and linking scan form error and reject reporting directly to our Commissary Application.

After all orders are scanned, the KeepTrak Commissary system forwards inmate purchase and refund transaction information back to the OMS/JMS inmate banking system.

Additionally, serial numbers imprinted on the scan forms during processing are stored in our database with every order, and are the link to a rich audit trail that originates with the paper form completed by the inmate, and extends to the final receipt used by warehouse staff to fill the order.

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.).

**Adams County CO**

Name \_\_\_\_\_

Location \_\_\_\_\_

Balance \_\_\_\_\_

1		2		3		4		5		6	
ITEM CODE	QTY	ITEM CODE	QTY	ITEM CODE	QTY	ITEM CODE	QTY	ITEM CODE	QTY	ITEM CODE	QTY
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	
4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	
5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	
6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	
7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	
8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	
9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	
4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	
5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	
6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	
7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	
8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	
9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	
3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3		3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	
4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4		4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	
5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	
6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6		6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	
7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7		7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	
8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8		8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	
9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	
0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	



### Phone Order Entry

The IVR COL order entry system is attachable to facility phone systems. The interface relies on network connections to a facility-based or centralized phone switch. The IVR commissary order entry system requires the KeepTrak Banking module and is seamlessly interfaced with the KeepTrak Banking System.

Phone orders appear in the online Commissary portal once a resident calls in an order request. The Commissary application validates the order based on any restrictions entered in the Commissary system through the Commissary Admin set up process.

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

- Procedures for packaging (see through containers only), please provide sample packaging or photo of sample packaging that includes any labeling;

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

Orders are packaged in clear, ventilated plastic bags and are sealed with security tape. Receipts are placed so as to be visible from inside the sealed bag.







- Procedures for distribution of orders;

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

Orders will be filled out of our secure 100,000 s.f. warehouse in Kent, WA.

We will continue the current schedule of processing orders on Wednesdays and delivering them to the facility on Fridays. Deliveries will arrive at the facility between 7:30-8:00 a.m. Keefe's delivery team will receive and sort orders by housing location, and begin delivery to inmates at approximately 9:00 am. If a different schedule is preferred, we will work with the facility to make any changes needed.

- Order fill rate;

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

Our order fill rate for Clackamas County commissary orders is 99.9%.

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

- Procedures to ensure that contraband does not enter the jail;

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

No other vendor understands the sensitive nature of the corrections industry to the extent of KCN. We provide the following procedures and services in-house, for added assurance of our commitment to security.

#### **Order Fulfillment**

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

#### **Warehouse Security**

KCN provides a 24-hour video surveillance of our warehouses, with a single entrance/exit system. KCN requires uniforms to identify employees, key and tool logs, driver cages to keep non-employees from entering, and security lighting. Our staff each have their own lockers and



are not permitted to carry any personal belongings into the work area. Staff training also includes contraband prevention.

Security measures currently in place at our warehouse facilities include:

- Security cameras in warehouse and office
- Collared KCN uniform polo shirts
- Tool display box for sign in and sign out
- Sign in and out logs for truck keys, vending keys, tools
- Alarm system installed
- High cost items in a security cage
- Lockable file system for confidential papers
- Single point of entry for personnel and visitors
- Driver's cage installed and used
- Door alarms on all exit doors in the warehouse
- Locks on all roll-up doors.
- All exit doors in warehouse (except driver's doors) are kept locked at all times
- Entire warehouse is alarmed; only personnel with keys have the password

#### **Warehouse Employee Training**

KCN's training policies and procedures include each employee receiving a 40-hour Training Certification that covers the following topics:

- Order pulling
  - **Correctional environment training**
  - **Inmate manipulation awareness**
  - Inventory re-stocking
  - Shipping of Completed Orders
  - Product Receiving
  - Safety, Security, and Sanitation
  - Equipment Use, including Forklift and Fire Extinguisher Certification
- Delivery staff trained on how to deal with disruptive inmates; and

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

**KCN On-Site Employee Training** covers the following topics:

- Security Passes
- Chain of Command
- DOC Policy on Sexual Harassment
- Drugs and Alcohol
- Internal Company Operations
- **General Security and Safety**
- **Fraternization**
- **Grievances**
- Key and Tool Control



- Sanitation
  - **Contraband**
  - Emergency Procedures
  - Commissary Delivery Operations
  - Report Writing
  - Hands-on Training
- Flexibility to fit into County Jail schedule. Is it possible to receive an order delivery date on placement of order? (Including holiday and weekend exceptions).

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

Orders are made by tablet or online receive a confirmation of when the delivery will be made. Scan form and Tablet orders are processed on Wednesdays for delivery on Fridays.

### **Return Process (10 points max):**

- Describe refund program for inmates due to returned commissary items, either as undeliverable due to inmate release or other valid reason; and
- Describe refund program (and associated time-line) for non-deliverable items but charged for items.

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

Keefe places a two-ply receipt inside the clear plastic bag where it is visible to delivery staff and inmates. Once the bag is inventoried by the inmate and delivery agent, the receipt is signed by the inmate to indicate accuracy and acceptance of the order. Should a discrepancy arise, it will be handled at that time. Credits due for returned and non-deliverable items will be noted on the receipt and handled within 24 hours following delivery.

### **Pricing and Revenue Options (15 points max):**

- Provide a list of all commissary items and the associated prices.

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

Our proposed Commissary Menu is provided in Attachment 1. We have provided two options, below:

- **Option 1** – Maintain existing commissary commission of **37%**. Hold menu prices until annual increase. This is applicable for both Commissary and SecurePak menu pricing. Commission will

be paid on all commissionable sales for the proposed commissary menu included with this offer. Non-commissionable sales (i.e. postage, tax, phone time, tablet time) are not included.

- **Option 2** – Reduce commission to **31%**. With this reduction, we will apply the amount saved to reduce pricing on the commissary menu. This is applicable to both Commissary and Securepak menu pricing. Commission will be paid on all commissionable sales for the proposed commissary menu included with this offer. Non-commissionable sales (i.e. postage, tax, phone time, tablet time) are not included.
- Provide the cost and contents for an “Inmate Hygiene Kit”:
  - Current sample kit contains: (1) gel toothpaste with fluoride .6 oz; (1) 30 tuff 4” toothbrush; (1) 4.5” flex pen, no metal (water based washable ink); (8) sheets of 6X9 lined paper; and (2) #10 pre-stamped envelopes. Please provide photos and a description of the contents.

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

The current cost of our Inmate Hygiene Kit (Indigent Kit), pictured below, is \$2.24 and includes all items listed above: 1) gel toothpaste with fluoride .6 oz; (1) 30 tuff 4” toothbrush; (1) 4.5” flex pen, no metal (water based washable ink); (8) sheets of 6x9 lined paper; and (2) #10 pre-stamped envelopes.





- Describe any commission that the Clackamas County would receive for sales and what type of sales (vending verses on-line).

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

Keefe has prepared two offers for the county. Commissions will be paid on all commissionable sales. Non-Commissionable sales (i.e. postage, tax, phone time, tablet time) are not included.

- **Option 1** – Maintain existing commissary commission of **37%**. This commission rate applies to both commissary and Securepak. Keefe will also hold menu prices until our annual increase.
- **Option 2** – Reduction in commission to **31%**. With this reduction we will apply the amount saved to reduce the pricing on the commissary menu. The commission reduction will apply to both the commissary and Securepak menu.
- Describe and outline fees associated with a Prepaid Debit Card to be used for ATM withdrawals and/or pin-based and signature purchases after activation.

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

Currently, Clackamas County and Access Corrections/Keefe have an agreement for Prepaid Debit Cards and Release Fees through March 31, 2022. Upon award of a new contract through this RFP, Keefe will work with Clackamas County on an updated fee agreement going forward.

Below are the proposed fees for the new contract and slight changes to the cardholder fees associated with the program.

### Inmate Release Card Program Fees Cardholder Fees Associated with the Inmate Release Program

	<b>Charge</b>
<b>Card Activation Fee</b>	FREE
<b>Support Calls Fee</b>	FREE
<b>PIN Change Fee</b>	FREE
<b>Point of Sale (POS) Transactions (PIN &amp; Signature)</b>	FREE
<b>Cash Back Option with POS purchase</b>	FREE
<b>POS Declines</b>	FREE
<b>Card to Bank ACH Transfer****</b>	FREE
<b>Cash Out at any Principal MasterCard Member Institution</b>	FREE
<b>Monthly Maintenance Fee*</b>	<b>\$3.95</b>
<b>ATM Account Inquiry Fee</b>	\$1.50
<b>Inactivity Fee**</b>	<b>\$3.95</b>
<b>Domestic ATM Fees***</b>	\$2.95



<b>ATM Decline for Non-Sufficient Funds Fee</b>	<b>\$2.95</b>
<b>International ATM Fees***</b>	<b>\$3.95</b>
<b>ATM Decline International Fee</b>	<b>\$3.95</b>
<b>Replacement of lost or stolen card</b>	<b>\$0.00</b>
<b>Account Closure Fee/Request for Balance by Check</b>	<b>FREE</b>

\*After 15 days of the card being validated (used for a transaction) the card starts incurring a monthly maintenance fee to cover the cost of the FDIC insured account.

Once the card has been validated the inactivity fees no longer apply. Both fees will never be charged together.

\*\*If after 100 days the card has not been validated (used for a transaction) the card will be charged an inactivity fee of \$3.95 per month.

Until the card has been validated (used for a transaction).

\*\*\*Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit <http://www.moneypass.com/>.

\*\*\*\*Returned or rejected ACH transfers for invalid banking information are subject to a \$9.95 returned processing fee.

\*\*\*\*\*Cardholder fees are subject to change. Thirty (30) day prior written notice of a change in fees will be given. The changes will be posted on the

Card website at [www.releasepay.com](http://www.releasepay.com). You will be deemed to have proper notice thirty days (30) after the amendments are posted.



**Staff Security Measures (15 points max):**

- Describe policies and procedures for Vendor's employee pre-employment drug screening and random screenings thereafter.

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

Please see the following for information on Keefe's drug screening/testing policy.

**Drug and Alcohol Testing**

The Company will pay the costs of all drug and/or alcohol tests required of employees and applicants. The Company will test job applicants and employees for illegal drugs and/or alcohol as described below.

Tests will obtain the presence of one or all of the following substances:

1. Amphetamines
2. Cocaine
3. Marijuana
4. Opiates
5. Phencyclidine (PCP)

The Company retains the right to require the following tests:

- Pre-Employment - As a condition of employment with the Company, the successful completion of a drug test is required prior to the commencement of Employment as defined by state or local law. A candidate for employment with the Company who refuses to submit to a uniform drug test will be denied employment.
- Reasonable Suspicion - Employees are subject to testing and/or investigation, based on documented observations of apparent workplace use, possession or impairment.
- Random - The Company reserves the right to implement a random drug testing policy without issuing a new policy. Random drug testing may be contractually required and implemented at individual facilities without implementing random drug testing at all facilities.
- Post-Rehabilitation Testing - When an employee has been sent to a drug or alcohol treatment program at the request of the Company as a condition of continued employment, the Company will require the taking and passing by the employee of follow-up drug tests during a probationary period within the two-year period after the employee's return to work.



### Test Procedures

Drug and alcohol tests are conducted under circumstances designed to ensure the accuracy and integrity of the testing process.

- Consent - No sample will be collected or test conducted on any sample, without the consent of the person being tested. However, a refusal to submit to a test when asked will be considered a voluntary resignation from employment with the Company.
- Collection and Chain-of-Custody - Persons being tested will be asked to provide a test sample in the presence of a trained collector. Procedures for the collection of specimens will allow for reasonable individual privacy. The collection site person and the person being tested will follow chain-of-custody procedures for specimens at all times. Urine, saliva (oral fluids), hair, or blood tests may be used for drug testing, as appropriate. Urine specimens will be tested for temperature, and may be subject to other validation procedures as appropriate. If a urine specimen is recorded as not being between 90 and 100 degrees, the Company will treat the individual as refusing to test. If a urine drug test is reported as negative, but dilute, the Company will require another test to be taken to properly designate the results as positive or negative.
- Tests – Testing will seek only information about the presence of drugs and alcohol in an individual’s specimen.
- Notification and Medical Review - Any individual who tests positive for drugs will be contacted by a Medical Review Officer (MRO) and offered an opportunity to explain, in confidence, any legitimate medical reasons he or she may have, that would explain the positive drug test (such as, for example, evidence that the individual holds a prescription for the substance detected). The MRO may also review suspected altered, substituted, and positive dilute specimens and make decisions about their validity. If the individual provides an explanation acceptable to the MRO that the positive drug test result is due to medical factors other than involvement with illegal drugs, the MRO will order the positive test result to be disregarded and will report the test as negative. Otherwise, the MRO will verify and report the test as positive.
- Disclosure of Results – Upon request, individuals will be provided with a copy of their own non-negative test results. The MRO will not reveal an individual’s lawful use of prescribed medications to the Company. If, however, the MRO has reason to believe that the individual’s use of a prescribed medication may pose a safety risk to anyone in the workplace, he or she may recommend the Company conduct a Fitness-For-Duty examination of the employee.
- Independent Confirmation - Any individual who tests positive for drugs may ask the MRO to have his or her urine sample sent to an independent certified laboratory for a second confirmatory test, at the individual’s expense, and provided that the request is made within seven business days of the date the MRO informed the individual of the positive test result. The Company may suspend, transfer, or take other appropriate employment action against





the employee pending the results of any such re-test. If the re-test fails to confirm as positive, the individual will be reimbursed for the cost of the re-test and the prior test results will be regarded as negative.

- Alcohol Test Methods – Breath and/or blood tests ordinarily will be used to detect the presence of alcohol. An alcohol test will be considered positive if it shows the presence of .02 percent or more alcohol in a person’s system. All initial positive alcohol tests will be confirmed by a second test. Confirmatory alcohol tests utilize a second sample and are typically performed and confirmed on the spot.

#### Consequences

Employees who violate this policy will be subject to Corrective Action, up to and including separation of employment. Applicants who refuse to cooperate in a drug test or who do not successfully pass a drug test will not be hired as allowed by state or local law.

Attempts to alter, substitute, dilute, tamper with, or otherwise obstruct the testing process, as well as a failure to arrive at a designated collection or testing site within a reasonable time (as decided by the Company) after being asked to submit to a test will be treated as refusals-to-test.

#### Confidentiality

- Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the MRO will be kept confidential and shared within the Company and its agents on a need-to-know basis. Records relating to drug and alcohol tests and employee medical information will be maintained in secure files separate from employees’ HR files.
- Test results will not be released outside the Company without the written consent of the tested individual, except when necessary to defend an administrative proceeding or court claim brought by or on the individual’s behalf, or as otherwise required by law. The Company is required to disclose test results if requested for a commercial motor vehicle driver seeking other employment. Upon request from a client, the Company may be required to disclose if an employee has a positive test result. In those cases, no additional details of the test results will be provided to the client.

#### Inspections

The Company reserves the right to inspect for drugs, alcohol or other contraband, all portions of its premises and work areas, including personal items brought on site. All employees may be asked by the Company or a Client to cooperate in inspections of their work areas, property and their person that might conceal a drug, alcohol or other contraband. Employees who possess such contraband or refuse to cooperate in such inspections are subject to Corrective Action.



Employee Assistance

The Company will assist and support employees who voluntarily seek help for substance and/or alcohol abuse concerns before becoming subject to an investigation and/or Corrective Action under this or other policies. Employees who seek treatment may also be eligible for a leave of absence in accordance with the Company's leave policies. Once a drug and/or alcohol test has been scheduled, the employee will have forfeited the right to be granted a leave of absence for treatment and may be subject to separation of employment for testing positive for drugs and/or alcohol.

Employees who go on leave for a substance or alcohol abuse issues may be required to document that they are successfully following prescribed treatment and to take and pass follow-up drug and/or alcohol tests as a condition of return to work.

- Describe Vendor's employee background investigation process that would be working under the resulting contract.

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

Please see our background investigation policy on the following pages.



2.10 Background Checks	
Effective Date: 1/1/2019	Revised: January 2021

**Policy:**

It is TKC Holdings, Inc. (TKC) policy, as part of the hiring procedures, to conduct background checks on individuals for all positions within the Company. All information gathered will be treated as sensitive information and viewed only by those people directly involved in the hiring process. Any information obtained from the background check may be used in the hiring decision, in accordance with local, state and federal laws.

The employee position with the Company will direct whether the background check will be facilitated through TKC Holdings or the Commissary and/or Food Service client.

**Scope:**

The Background Check Policy applies to all individuals applying for employment with the Company or being considered for temporary employment through staffing agencies (to the extent the Company requests that a background check be performed on its behalf).

**Definitions:**

- 1) **Background Check** - The act of reviewing both confidential and public information to investigate a person's history.
- 2) **Social Security** - Validates an applicant's social security number, date of birth and former addresses.
- 3) **Past Employment Verification** - Confirms applicant's employment with the provided companies, including dates of employment, position held and additional information available pertaining to salary/wages, performance rating, reason for departure and eligibility for rehire.
- 4) **Education Verification** - Confirms the applicant's claimed educational institution, including the years attended and the degree/diploma received.
- 5) **Criminal History** - Checks for any crimes committed in violation of federal, state or county law.
- 6) **Motor Vehicle Records** - Provides a report on an individual's driving history in the state requested.
- 7) **Credit History** - Provides information on how an individual has repaid loans, credit card bills and other debts in the past.

**Standard:**

All employment offers are contingent upon the satisfactory completion of a background check whether conducted by the Company or the Company's clients. Internal and external applicants must complete and sign a background check authorization form to initiate the process.

- a) Background checks may include, but are not limited to:

---

TKC, at its option and with the exception of Employment-At-Will, may change, delete, suspend or discontinue parts of this policy in its entirety, at any time without prior notice. Any such action shall apply to existing as well as to future employees.



- Social security verification
  - Past employment verification
  - Criminal records
  - Motor vehicle records
  - Credit history records
  - Office of Foreign Assets Control (OFAC) reports
- b) All information gathered will be treated as sensitive information and viewed only by those people directly involved in the hiring process. Any information obtained from the background check can and may be used in the hiring decision, to the extent permitted by applicable law.
- c) If information obtained in the background check process conducted by the Company is used as a basis to preliminarily deny an employment opportunity, an employee has the right, under the Fair Credit Reporting Act (FCRA), to receive a copy of the background check and will be provided a reasonable amount of time to dispute the background findings if he/she feels the information is not correct.
- d) If an employee works in a client's facility he or she may be required to go through additional levels of clearance. The elements that make up a background investigation will vary depending on the level of clearance that is deemed necessary for a position.
- e) Certain clients require an extensive credit check be performed and satisfactory credit scores may be required for the position desired. Unsatisfactory credit scores on the credit check may disqualify an employee for certain positions, but would not disqualify an employee for open positions at a facility that does not require the credit check.
- f) Prior to a promotion or transfer to a new position, an employee may be required to pass a criminal background check. If the criminal background check is unacceptable, the employee may be prohibited from transferring and his or her employment status may also be subject to separation.
- g) Annual Motor Vehicle Record (MVR) checks will be required for positions within the Company that are required to drive a personal, company or rented vehicle on behalf of the Company. Those positions require an annual MVR check be performed and a satisfactory record may be required to maintain that position. Unsatisfactory motor vehicle records may disqualify an employee for certain positions, but would not disqualify an employee for open positions that do not require a satisfactory motor vehicle record. Please reference the TKC Motor Vehicle Policy for details on satisfactory record.

**Required Documentation:**

Background Check Authorization Form

---

TKC, at its option and with the exception of Employment-At-Will, may change, delete, suspend or discontinue parts of this policy in its entirety, at any time without prior notice. Any such action shall apply to existing as well as to future employees.



**Hardware and Software (10 points max):**

- Provide a detail summary of all equipment proposer is presenting for this project.

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

We will provide new equipment as upgrades to existing equipment as follows:

- **Booking Kiosks:** Keefe will upgrade the existing booking kiosks with the latest hardware. There are a total of three at the facility: two (2) in the booking area and one (1) in the lobby. Keefe will provide the following hardware for this upgrade:

**Three (3) - Inducomp Booking Kiosks** with all necessary network cabling and connections.

- Keefe will provide four new PCs to replace the existing equipment. The PCs will also include all necessary hardware and network cabling:

**One (1) – Workstation PC:** SHI - Dell OP 5050 MT, Intel i7-7700 3.6 GHz, 16 GB RAM, 1 TB HD, NIC, Windows 10 Pro (w/ KB, Mouse, UPS, warranty) with 19” Dell monitor

**Three (3) - Booking Kiosk PC:** SHI - Dell OP 3080 Micro, Intel G6400T 3.4 GHz, 8 GB RAM, 256SS HD, Windows 10, w/monitor and stand.

- Describe how Vendor will provide all necessary hardware, software, interfaces, integrations, training, support, supplies and maintenance during the length of the anticipated Contract.

***Keefe Response:*** Keefe understands and will adhere.

Keefe will provide and install all hardware and software at no charge to Clackamas County. All cabling, switches, routers, fiber connectors, ISP services are included in Keefe’s solution, and Keefe will provide, install, maintain, and replace its network infrastructure elements as required.

Keefe’s proposed cloud-based applications rely solely on an internet connection with a desktop computer. Its Project Services Team will ensure that the hardware and software it provides will meet or exceed industry standard bandwidth specifications of 20 plus MBPS for faster network speeds. No servers are required on site, and no additional software is required on users' computers. Users access Cloud applications at <https://keefe.cloud>. Browser options available to Clackamas County users include:

- IE10 or IE11
- Chrome
- Edge

Keefe's hosted Banking and Commissary systems operate using the Windows OS, computer operating system developed by Microsoft Corporation to run personal computers.



As part of the agreement, Keefe will grant Clackamas County a royalty free license to provide its software to ALL authorized users and with no limitations in the provision of the County's banking and commissary services. Any and all upgrades of hardware and software as well as additional training to facility staff will be provided by Keefe at no cost to the County for the life of the Agreement.

### **Customer Services Support**

Keefe Commissary Network staffs a centralized Technical Services support center including Help Desk, Configuration, Installation, Training, Systems Integration, and Software Development Services.

A staff of systems technicians acts as primary support for helps calls from around the country, and as on-site project managers and trainers in support of regionalized staff. The entire staff is located at the Keefe Group corporate office located in St. Louis, Missouri, 800.864.5986.

Keefe support teams include the following disciplines:

#### **Implementation Team**

- Engage customer for initial implementation and upgrades
- Create Training System for data migration and configuration
- Modify Training Environment as per sheriff department requirements
- Initialize integrations with partners
- Supervise infrastructure upgrades as needed
- Train staff on new system
- Document system settings
- Initialize monitoring and support settings

#### **Intake Team**

- Receive incoming customer requests via phone and email
- Provide first call resolution as applicable
- Create associated service tickets and assign to IT Support Analyst(s) within appropriate technical team
- Monitor receipt of customer backups
- Conduct customer survey feedback

#### **Inmate Enablement Team**

- Resolve customer requests associated with online deposit, payment, release, email, and media services.
- Manage all software updates, integrations, and hardware applicable to these services.

#### **Commissary and Integration Team**

- Support onsite commissary software technical operations
- Support and trouble-shoot software integrations between Keefe and partner systems



- Assist with commissary invoicing/JMS reconciliation
- Trouble-shoot edge kiosk services

**Infrastructure Team**

- Monitor and support all hardware/equipment supplied by Keefe (including servers, workstations, booking kiosks, pod kiosks, cart operations, various scanners, printers)
- Monitor and support maintenance items (such as data backups, anti-virus software/updates, Windows system updates),
- Provide mission critical server troubleshooting and recovery services
- Support networking/communication across Keefe technology implementations

**Accounting Analyst Team**

- Conduct financial transition planning by working closely with the client’s financial representatives during transitions to Keefe accounting systems
- Incorporate financial transition results into implementation analyst project plans for transition activities
- Conduct an initial accounting audit of all new technology/services that affect the customer’s inmate accounting system
- Conduct annual client financial reviews
- Trouble-shoot financial service events escalated from the other service teams

• **Please answer these questions:**

- Can the inmate reset his/her own password

**Keefe Response:** Keefe has read, understands and will adhere. This is a security function set by the tablet provider.

- Can banking errors for cash drawers be fixed remotely? Please describe.

**Keefe Response:** Keefe has read, understands and will adhere. Authorization rights to process transactions in the system are solely intended for authorized Clackamas County users. Keefe technicians do not have authorization to process, modify or permanently remove transactions.

To assist with transaction errors for cash drawers, the County will have 24/7 access to Keefe’s Accounting Analyst staff who can assist with the following:

- Trouble-shoot financial service events escalated from other service teams
- Conduct annual Clackamas County financial reviews
- Conduct financial transition planning by working closely with Clackamas County’s financial representatives during transitions to Keefe accounting systems



- Incorporate financial transition results into implementation analyst project plans for transition activities
- Conduct an initial accounting audit of all new technology/services that affect Clackamas County’s inmate accounting system

Keefe Cloud Banking is an intuitive application that easily allows Clackamas County users to fix transaction errors. Transaction errors can be voided by selecting Void from the context menu for the transaction. A Void Description dialog box opens allowing the user to void the transaction and also add a description.

All voided transactions and associated accounts and transactions are automatically generated in the system in accordance with GAAP principals. An audit trail of the specific transaction and links to associated accounts and transactions are viewable at any time in the system's transaction detail report.

There is no “undo-void” feature in Cloud Banking (Bank Reconciliation). Users must reenter/resubmit voided items. If the original check/transaction was posted and the user voids it, the transaction essentially is omitted until the user reenters the check or transaction, called a reconciling entry.

- Is Positive-Pay (or similar system) available in the banking system?

**II:▼Keefe Response:** Keefe has read, understands and will adhere. The Keefe Cloud Banking application features Positive Pay to assist its customers in deterring check fraud. Clackamas County will be able to manually configure its bank accounts for Positive Pay exports from the application’s Banking Administration module. Automatic Positive Pay exports can be set up by Keefe’s IT Services. Once Positive Pay is setup, the County can easily export its financial files.

- Describe reports that are available to be reviewed by CCSO staff.

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

Keefe Cloud offers comprehensive reporting capabilities in all its applications. There are approximately 19 standardized reports with parameters Clackamas County will be able to save and generate as needed.

1. Bank Reconciliation Details
2. Cash Drawer Count
3. Cash Drawer Details
4. Classified Balance Sheet
5. General Ledger Account Activity Summary
6. Inmate Account Statement
7. Inmate Account Summary





8. Inmate Balance List
9. Inmate Transaction Receipt
10. Bank Reconciliation Summary
11. Trial Balance Report
12. General Ledger Month Detail
13. Inmate Charged, Paid, Due
14. Inmate Deposit and Withdrawal Summary
15. Debt Charges and Payments per Inmate
16. Debt Charged, Paid, Due
17. Visitor Visitation Receipt
18. Inmate Consolidated Statement
19. Inmate Indigency Review

### **Indigence Reporting**

Keefe Cloud's reporting also allows the user to set parameters for determining indigence. Clackamas County can set a default number of days and a maximum balance in the workflow administration for Inmate accounts. This report, Inmate Indigence Review, uses these defaults to produce an indigent list. Staff may also specify whether only the primary trust account is reviewed, or additional reserved accounts may be included in the review.

### **Batch Detail Reporting**

Keefe Cloud Banking also includes a detailed report of inmate transactions related within a single batch.

### **Exporting Reports**

Keefe Cloud applications allow for reports to be rendered in PDF and Excel formats. Keefe provides a number of standardized reports with formatting, grouping, sub-totaling and special columnar and summary elements. Exported reports can disable page headers and footers. There are two methods for disabling these:

1. The Keefe Implementation Team will replace a standardized report with a custom version removing the unwanted formatting – output in Excel or PDF
2. Clackamas County may create an ad hoc selection of columns and rows and save the export definition for ongoing use – output exclusively to Excel.

**Note:** The County will need a PDF convertor to convert PDF files to Microsoft.



- Does the family or friends of inmates have the ability to order care packages online for inmates and if so, delivery time?

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

Keefe's Access SecurePak allows family members and friends to send packages to inmates while eliminating contraband and greatly reducing package processing time. SecurePak can customize a program to fit Clackamas County's needs that will give its customers several easy and convenient ways to place orders—online, by phone or with pre-printed order forms.

Keefe provides programs that currently include: food, clothing, hygiene, shoes, electronics, music, hobby craft, religious and other various categories of items. These programs will operate with various rules and regulations established by Clackamas County.

Securepak orders are delivered weekly to the facility along with regular commissary orders. The message below is provided on the Securepak website.

**When will my order deliver?**

Orders are delivered to the facility on Fridays. Allow 7-10 working days for orders to arrive at the facility.

**How do I check the status of my order and/or track its progress?**

We will email a confirmation number to you within two business days of receiving your order.

- Visit [accesscatalog.com](http://accesscatalog.com) and enter the confirmation number or inmate number. You can also live chat with a customer service representative during regular business hours—Monday-Friday, 5:30 a.m.–9 p.m. PST and Saturdays, 8 a.m.–2 p.m. PST.
- Call 1-800-546-6283 any time day or night to access our automated system. Customer service representatives are available during regular business hours.
- Email [customerservice@securepak.net](mailto:customerservice@securepak.net)

- Will the system have the capability for friends and family to make online deposits into the commissary and trust accounts, or on to the prepaid debit card?

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

Keefe offers convenient deposit services through its Access Corrections program. Family services deposits include depositing funds through Keefe's secure Access Corrections website: [www.accesscorrections.com](http://www.accesscorrections.com). Access Corrections is well experienced in handling trust fund deposits and payments. Access Corrections currently processes millions of transactions per year, nationwide, including 700 County agencies and sixteen (16) State Department of Corrections.

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



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

Keefe's Access Corrections solution offers deposits and payments to be made using credit or debit cards as well as cash. These deposits and payments can be made via mobile app, web, kiosk, phone, lockbox, or walk-in retailer. All that is required to set up a deposit account is an email address and a personal password. Once the family or friend has completed this process, they can log onto the secure website.

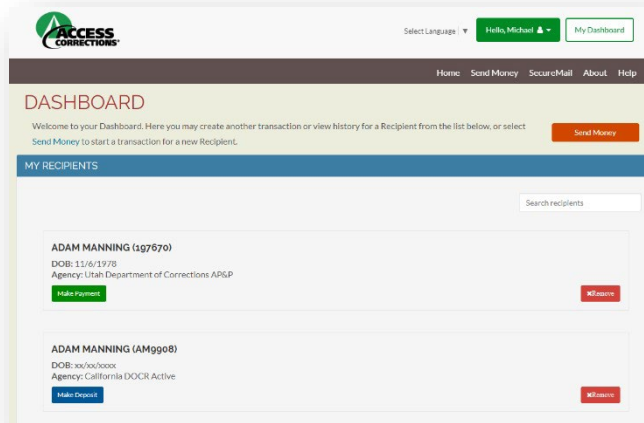
### **DEPOSIT & PAYMENT TRANSACTION METHODS**

#### **accesscorrections.com**

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

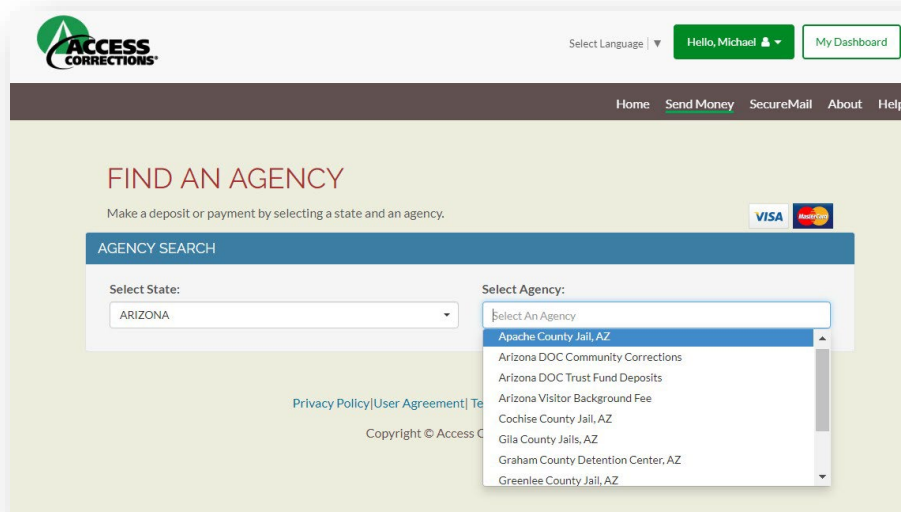
## Adding a Recipient to my Dashboard

### My Dashboard



### Access Corrections App

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



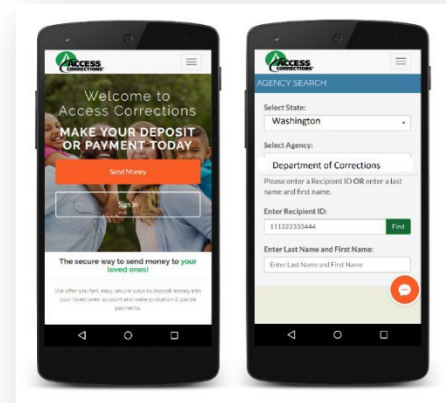
### Phone

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

Keefe also offers a 24/7 Toll Free IVR system that allows friends and family the ability to make a deposit or payment without having to talk with a Customer Services Representative.

Users have the following functions available to them:

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



The flow of deposit information will then be available to Clackamas County staff in a variety of manners: User will be able to view, bank transfers, depositor information, and a Link Analysis that displays the relationships between depositors and recipients.

## DEPOSITS/PAYMENTS

PHONE

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

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



### Bank Transfers

REPORTS / BANK TRANSFERS / TRANSFER DETAILS

#### Bank Transfer Details

Batch: 1682463

Date Time ↓	Receipt #	Type	Source	Recipient Id	Recipient Name	Location	DOB	Purpose	Depositor Name
01/24/2021 22:43:58 CST	53677377	Credit	Web	922585	TERESA MARIE ABEYTA	C-1-27-1	6/23/1997	TRUST	Anderson Kevin John David
01/24/2021 22:43:08 CST	54258678	Credit	Web	914011	PAUL CARMEN VALENZUELA	F-2-13-2	2/25/1997	TRUST	Gonzalez Marisol
01/24/2021 22:22:47 CST	55330159	Credit	Web	701975	TONY JOE VENSOR	F-2-33-1	4/16/1979	TRUST	Turley Kaliann LaNae
01/24/2021 21:48:01 CST	50380113	Credit	Web	923942	GUADALUPE JOSEPH HUERTA	B-3-11-1	12/28/1982	TRUST	Huerta Carmela
01/24/2021 21:33:23 CST	56322585	Credit	Web	906158	KIRBY JUDITH HANSEN	C-2-12-1	8/28/1993	TRUST	hansen julie lynn
01/24/2021 21:03:11 CST	57197650	Credit	Web	872817	GILBERT GREGORY ENCINAS	D-2-11-2	6/12/1962	TRUST	Ramirez ernesto
01/24/2021 20:58:30 CST	54701814	Credit	Web	730130	DAVID SCOTT RIMMER	B-3-12-1	1/14/1969	TRUST	Rimmer William David
01/24/2021 20:44:04 CST	53003457	Credit	Web	862110	PEIRCE ELLIOTT LANGEWISCH	B-4-42-2	9/27/1998	TRUST	Langewisch Andy A
01/24/2021 20:22:14 CST	55214900	Credit	Web	907386	DAVID A MEDINA-HERNANDEZ	F-2-15-1	9/10/1998	TRUST	Morales Maria
01/24/2021 20:12:25 CST	55881043	Credit	Web	885280	BENITO BAUTISTA	A-2-37-1	5/13/1994	TRUST	Bautista Blanca E

### Depositor Information

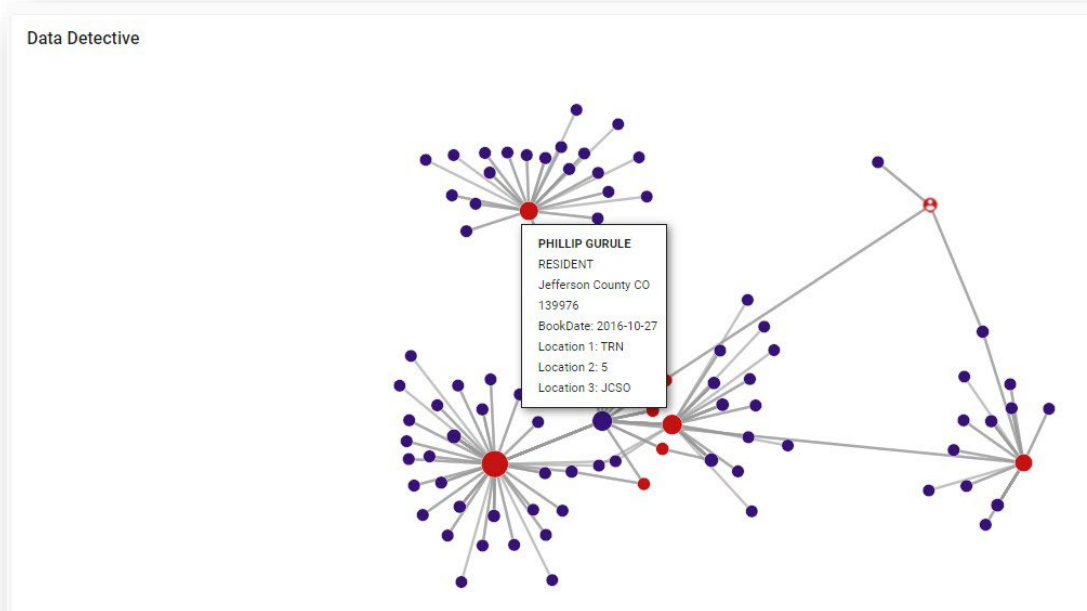
#### Depositor Activity - Anderson Kevin John David

Anderson Kevin John David, Address: 6560 W 84th Cir Apt 131 Unit 131 Arvada, CO 80003

Enter Name  
Anderson Kevin John David

Date Time ↓	Receipt #	Photo	Type	Source	Recipient Id	Recipient Name
01/24/2021 22:43:58 CST	53677377		Credit	Web	922585	TERESA MA
01/18/2021 02:13:43 CST	52366509		Credit	Web	922585	TERESA MA

### Link Analysis



- Does the Vendors system have or is compatible with a Prepaid Debit Card program that coordinates inmate trust fund release services for correctional facilities via a proprietary program or a third party's provision of prepaid debit cards?

**Keefe Response:** Keefe has read, understands and will adhere. Clackamas County will have the option to embed Release Pay debit card processing in its release workflow to ensure immediate loading of Access Corrections debit cards through Keefe's secure online service.

Debit cards are a cost-effective alternative to issuing traditional checks. All hardware needed to provide this service will be provided by Keefe at no cost to Clackamas County.

Benefits of releasing inmates with a Release Pay debit card include:

- Reduces exposure to fraud and lost checks
- Eliminates uncashed checks
- Easy to use. Simplifies Bank Account Reconciliation
- Eliminates checks and cash handling





**References (no points awarded):**

Provide at least three (3) references from clients your firm has served similar to the County in the past three (3) years, including one client that has newly engaged the firm in the past thirty-six (36) months and one (1) long-term client. Provide the name, address, email, and phone number of the references. Please note the required three references may not be from County staff, but additional references may be supplied. Points awarded for this criteria are based on both the providing of references as well as information gleaned from the provided contacts. Evaluation Committee members may contact references at their sole discretion.

**Columbia County Jail – customer since April 2020**

901 Port Ave.  
St Helens, OR 97051  
Captain James MacFarland  
James.Macfarlane@columbiacountyor.gov  
(503) 366-4638  
Commissary and Food Service

**Washington County Jail – customer since 2013**

215 SW Adams Avenue  
Hillsboro, OR 97123  
Angie Passmore  
Angie\_Passmore@co.washington.or.us  
(503) 846-8736  
Commissary, Trust and Food Service

**Lane County Jail – customer since 2008**

125 E. 8th Avenue  
Eugene, OR 97401  
Commander Clint Riley  
clint.riley@lanecountyor.gov  
(541) 682-2242  
Commissary and Trust Services

**Douglas County Jail – customer since 2007**

1036 SE Douglas Avenue  
Roseburg, Oregon 97470  
Lt. Mike Root  
mlroot@co.douglas.or.us  
(541) 440-4450  
Commissary and Trust Services





## ADDITIONAL / OPTIONAL SERVICES

### Commissary Cart Operation

Keefe is the largest provider of commissary cart-based services nationwide.

Keefe is the only provider who possesses the resources and experience in large scale cart-operations to provide the service level required to deliver a seamless transition with outstanding customer service. In our experience, customers who utilize the commissary cart operation, have seen drastic increases in inmate satisfaction leading to decreased levels of grievance handling. Simply put, the only way to eliminate credits and commissary grievances is to give the customer what they ordered. With this system, the opportunity for out of stocks, damages and pulling errors is completely removed.

In addition, the cart operation will allow for multiple commissary opportunities per week, leading to increased sales/commissions. While we will continue to introduce new products to encourage increased spending, we have found that the best way to increase revenue/profits (especially in large inmate population facilities) is to increase the frequency of ordering. In Keefe's experience, simply allowing a second day of commissary ordering facility wide can increase sales 10-20%.

#### **Cart Configuration and Operation**

Each of the carts provided by Keefe will be equipped with a Dell laptop computer, a scanning wand, and a receipt printer. All equipment and maintenance is covered by Keefe and provided at no cost to the county. Two additional carts are stored in our warehouse for emergency backup if needed at any time.



The delivery agents use scanning wands to scan the wrist band of each inmate. Scanning an inmate's bar code brings up the account balance and order restrictions of the individual purchasing inmate. The delivery agents scan each item purchased by the inmate with the same scanning wand. Every time the delivery agent closes out of that inmates purchase screen, that inmate's account is adjusted at that time. The real-time order processing and charging of an inmate's account is the only way to execute sales from a cart based operation, eliminating lost revenue and handling all credits and account adjustments. Inmates are provided a receipt of all transactions and an updated balance of his/her account when each sales transaction is completed.

**EXHIBIT C**  
**REVISED FEE SCHEDULE**

REVISED FEE SCHEDULE  
11/4/2021

				Current Proposal	Revised 20% Commission
Alias	Item	Order Qty	Item Desc	Unit Price	11% decrease
0001	20024	EA	20024 - CRAWFORD_SHAMPOO_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR BOTTLE	\$ 2.54	\$2.26
0002	20025	EA	20025 - CRAWFORD_CONDITIONER_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR	\$ 1.70	\$1.51
0020	20032	EA	20032 - CRAWFORD_SHAMPOO_DANDRUFF RINSE_4 OZ_72/CS_CLEAR BOTTLE	\$ 1.70	\$1.51
0051	22950	EA	22950 - SOFTEE_CONDITIONER_BERGAMOT_5 OZ_12/CS_CLEAR JAR_GREEN	\$ 3.18	\$2.83
0106	80008495	EA	80008495 - POWER UP_ANTIPERSPIRANT DEODORANT_BLOOM_2.5	\$ 3.71	\$3.30
0107	80008519	EA	80008519 - POWER UP_DEODORANT_DRIVE_2.5 OZ_24/CS_CLEAR	\$ 3.71	\$3.30
0215	20033	EA	20033 - CRAWFORD_LOTION_COCOA BUTTER_4 OZ_72/CS_CLEAR BOTTLE	\$ 1.80	\$1.60
0251	24126	EA	24126 - CAREALL_ATHLETE FT CREAM_1% TOLNAFTATE_5 OZ_24EA/BX, 72/CS	\$ 3.71	\$3.30
0273	80008056	EA	80008056 - GOOD SENSE_LIP BALM_TROPICAL SPF 45_15 OZ_48/CS	\$ 2.12	\$1.89
0337	21846	EA	21846 - AMERCARE_SHAVE CREAM_BRUSHLESS_6 OZ_720/CS_TUBE	\$ 0.74	\$0.66
0400	21487	EA	21487 - IRISH SPRING_SOAP_ORIGINAL SCENT_3.2 OZ_3EA/PK, 72EA/CS	\$ 1.48	\$1.32
0424	22097	EA	22097 - NEXT_1_SOAP_MOISTURIZING BAR_5 OZ_80/CS_CLEAR PLASTIC_WHITE	\$ 0.85	\$0.75
0518	80002775	EA	80002775 - COLGATE_TOOTHPASTE_REGULAR FLAVOR ANTICAVITY_1 OZ_24/CS	\$ 1.64	\$1.46
0544	21288	EA	21288 - LOOPS_FLOSS LOOPS_MINT_144/CS_30 PK	\$ 3.18	\$2.83
0562	32183	EA	32183 - GEN_TOOTHBRUSH_SHORT HANDLE_4 IN_1440/CS_WHITE	\$ 0.37	\$0.33
0583	80003392	EA	80003392 - MOORE MEDICAL_IBUPROFEN_200 MG_200/CS_2 PK	\$ 0.69	\$0.61
0590	24125	BX	24125 - FRESHMINT_DENTURE TABLET_40/BX 24BX/CS_40 CT	\$ 4.24	\$3.77
0642	80008520	EA	80008520 - ROLAIDS_ANTACID_EXTRA STENGTH MINT_3EA/PK, 36EA/SLEEVE,	\$ 1.64	\$1.46
0671	20545	EA	20545 - GOODSENSE_COUGH DROPS_CHERRY_24/CS_RESEALABLE BAG 30 CT	\$ 1.70	\$1.51
0742	21932	EA	21932 - RENU_CONTACT SOLUTION_MULTIPURPOSE_4 OZ_6/BX 4BX/CS_BOTTLE	\$ 9.55	\$8.50
0800	80000112	EA	80000112 - NEW WORLD IMPORTS_COMB_5 IN_2160/CS_BLACK	\$ 0.21	\$0.19
0825	20284	EA	20284 - CARDINAL_AFRO PIK_NYLON_12/CS	\$ 0.80	\$0.71
0844	2429	EA	2429 - GEN_FILE FOLDER_LEGAL_1/EA	\$ 0.37	\$0.33
0855	20358	EA	20358 - J & D_PONY OH_TERRY CLOTH_144/CS_BULK_BLACK	\$ 0.16	\$0.14
1001	983	EA	983 - POSTAGE_STAMPED ENV_LARGE_500/CS	\$ 0.83	\$0.74
1015	20243	EA	20243 - UNISOURCE_ENV_NO CLASP_9.5 X 12.5_500/CS_BOX_BROWN	\$ 0.27	\$0.24
1052	24232	EA	24232 - BOB BARKER_PEN_WASHABLE INK_100/CS_BLUE	\$ 1.17	\$1.04
1060	80008663	PAD	80008663 - BOARDROOM_PAPER_50 CT PAD_8.5 X 11_72PD/CS_WHITE	\$ 1.85	\$1.65
1103	29015	EA	29015 - GALLANT_BIRTHDAY CARD_PAPER_6/CS	\$ 1.48	\$1.32
1121	80000104	KIT	80000104 - GALLANT_SEASONAL GREETING CARD_1/EA	\$ 1.48	\$1.32
1300	20211	EA	20211 - AVIATOR_PLAYING CARDS_POKER_12/CS	\$ 2.92	\$2.59
1305	20215	EA	20215 - AVIATOR_PLAYING CARDS_PINOCHLE_12/CS	\$ 2.92	\$2.60
1415	80006145	EA	80006145 - GEN_CUP W/LID_22 OZ_240/CS_WHITE	\$ 0.80	\$0.71
1430	20544	EA	20544 - GEN_WASHCLOTH_12 IN X 12 IN_12EA/DZ_WHITE	\$ 1.70	\$1.51
1540	50888010	EA	5088801001 - SOFT TOUCH SOCKS_TUBE #350_EA_WHITE	\$ 1.85	\$1.65
2011	7024	EA	7024 - KEEFE_FREEZE DRIED COFFEE_DECAF COLOMBIAN_3 OZ_24/CS_POUCH CLEAR RESEALABLE	\$ 5.95	\$5.30
2070	114	EA	114 - KEEFE_HOT COCOA_SS_8 OZ_300/CS_1 SRV PK	\$ 0.58	\$0.52
2082	237	EA	237 - KEEFE_CREAMER_NON-DAIRY_105 OZ_1000/CS_PKT	\$ 0.11	\$0.09
2099	6566	EA	6566 - PARAMOUNT_DRY MILK_INST NON FAT_10 OZ_12/CS_POUCH CLEAR	\$ 5.25	\$4.67
2110	961442	EA	961442 - COOL-OFF_DRINK MIX_FRUIT PUNCH_1000/CS_BULK	\$ 0.60	\$0.53
2115	961443	EA	961443 - COOL-OFF_DRINK MIX_BLACK CHERRY_1000/CS_BULK	\$ 0.60	\$0.53
2437	6616	EA	6616 - RALSTON_INST OATMEAL_REGULAR_98 OZ_12/BX 12BX/CS_BOX	\$ 0.40	\$0.36
2438	80006414	EA	80006414 - QUAKER_OATMEAL_MAPLE BROWN SUGAR_1.51 OZ_150/CS	\$ 0.65	\$0.58
2584	80005516	EA	80005516 - FRESH CATCH_TUNA_W/JALAPENOS IN WATER_3.53 OZ_24/CS	\$ 3.40	\$3.03
2615	80001715	EA	80001715 - BRUSHY CREEK_SUMMER SAUSAGE_REGULAR_1.625 OZ_100/CS	\$ 1.75	\$1.56
2616	80008893	EA	80008893 - TRAILS BEST_BEEF STICK_BEEF & CHEESE_1 OZ_100/CS	\$ 1.85	\$1.65
2664	4935	EA	4935 - VELVEETA_MACARONI & CHEESE_ORIGINAL_3 OZ_40/CS_POUCH CLEAR	\$ 1.64	\$1.46
2667	4938	EA	4938 - VELVEETA_RICE_SPICY CHEESE_2 OZ_50/CS_POUCH CLEAR WINDOW	\$ 1.01	\$0.90
2669	4940	EA	4940 - VELVEETA_REFRIED BEANS_SPICY CHEESY_4 OZ_24/CS_POUCH CLEAR	\$ 1.89	\$1.68
2725	10742	EA	10742 - KELLOGGS_TOASTER PASTRIES_BROWN SUGAR CINNAMON_3.38 OZ_12BX/CSM 72EA/CS_2PK	\$ 1.48	\$1.32
2737	10446	EA	10446 - FRITOS_CORN CHIPS_CHILI CHEESE_2 OZ_64/CS_BAG CLEAR WINDOW	\$ 1.35	\$1.20
2758	80000990	EA	80000990 - SCHULZE & BURCH_GRANOLA BAR_CRUNCHY PEANUT	\$ 1.06	\$0.94
2759	80000991	EA	80000991 - SCHULZE & BURCH_GRANOLA BAR_CRUNCHY OAT & HONEY_85/CS	\$ 1.06	\$0.94
3020	80003305	EA	80003305 - OREO_COOKIES_2.4 OZ_120/CS	\$ 0.95	\$0.85
3030	10057	EA	10057 - MARKET SQUARE_COOKIES_VANILLA CREMES_6 OZ_24/CS_PLASTIC BAG	\$ 1.59	\$1.42
3031	10056	EA	10056 - TEMP-UNAV-C-MARKET SQUARE_COOKIES_ORANGE PINEAPPLE CREMES_6	\$ 1.59	\$1.42
3035	6072	EA	6072 - MARKET SQUARE_COOKIES_CHOC CHIP_6 OZ_46/CS_CLEAR PLASTIC BAG	\$ 1.89	\$1.68
3040	6071	EA	6071 - MARKET SQUARE_COOKIES_ICED OATMEAL_6 OZ_46/CS_CLEAR PLASTIC	\$ 1.90	\$1.69
3045	10058	EA	10058 - MARKET SQUARE_COOKIES_DUPLX CREMES_6 OZ_24/CS_PLASTIC BAG	\$ 1.59	\$1.42

REVISED FEE SCHEDULE

11/4/2021

				Current Proposal	Revised 20% Commission
Alias	Item	Order Qty	Item Desc	Unit Price	11% decrease
3115	9590	EA	9590 - CHEEZ-IT_CRACKERS 1.5 OZ_60/CS_	\$ 1.70	\$1.51
3193	10547	EA	10547 - KELLOGGS_TOASTER PASTRIES_STRAWBERRY_3.38 OZ_6/BX 72EA/CS_2 PK	\$ 1.48	\$1.32
3219	80007343	EA	80007343 - AUSTIN_SANDWICH CRACKERS_CHEESE ON CHEESE_8/BX, 12BX/CS_PLASTIC WRAPPED W/BOX	\$ 0.80	\$0.71
3222	80007342	EA	80007342 - AUSTIN_SANDWICH CRACKERS_TOASTED PB_8/BX, 12BX/CS_PLASTIC	\$ 0.80	\$0.71
3230	6052	EA	6052 - MARKET SQUARE_Peanut BUTTER WAFER_2PK_12 OZ_6/BX 24BX/CS_PAPER	\$ 0.95	\$0.85
3231	6053	EA	6053 - MARKET SQUARE_SNACK CAKE_OATMEAL & CREME_16 OZ_12/BX	\$ 0.70	\$0.62
3236	6055	EA	6055 - MARKET SQUARE_CAKE_SWISS ROLL_12 OZ_6/BX 24BX/CS_PAPER BOX	\$ 0.80	\$0.71
3245	6051	EA	6051 - MARKET SQUARE_DONUT_STICKS_10 OZ_6/BX 16BX/CS_PAPER BOX	\$ 0.80	\$0.71
3261	6044	EA	6044 - MARKET SQUARE_HONEY BUN_MEGA_4.75 OZ_36/CS_CLEAR PLASTIC	\$ 1.89	\$1.68
3270	6060	EA	6060 - MARKET SQUARE_CUPCAKES_CHOC CREME_4 OZ_36/CS_PLASTIC	\$ 1.75	\$1.56
3581	80001716	EA	80001716 - BRUSHY CREEK_SUMMER SAUSAGE_HOT & SPICY_1.625 OZ_100/CS	\$ 1.65	\$1.47
4001	80006630	EA	80006630 - MARS_M&M_CHOC PEANUT_1.74 OZ_48EA/BX, 8BX/CS_NO UPC	\$ 2.07	\$1.84
4005	80007157	EA	80007157 - BUTTERFINGER_CANDY BAR_1.9 OZ_36EA/BX, 288/CS	\$ 2.07	\$1.84
4010	80006632	EA	80006632 - MARS_SNICKERS_CHOC PEANUT_1.86 OZ_48EA/BX, 8BX/CS_NO UPC	\$ 2.07	\$1.84
4019	1477	EA	1477 - ATKINSON_CANDY_CHICK-O-STICK_.7 OZ_200/CS_WRAPPED CLEAR	\$ 0.69	\$0.61
4035	1949	EA	1949 - DISC-SEE 80008622-REESES_CANDY BAR_Peanut BUTTER CUPS_1.5 OZ_36/BX 9BX/CS_WRAPPED	\$ 2.07	\$1.84
4040	984	EA	984 - SKITTLES_CANDY_ORIGINAL_2.17 OZ_36/BX 10BX/CS_WRAPPED	\$ 2.07	\$1.84
4115	40611	EA	40611 - CORNER STORE_CANDY_RED LICORICE BITES_4 OZ_48/CS_PRINTED BAG	\$ 1.64	\$1.46
4120	80008109	EA	80008109 - CORNER STORE_CANDY_ROOT BEER BARRELS_4.25 OZ_48/CS_BAG	\$ 1.35	\$1.20
4135	40601	EA	40601 - TEMP-UNAV-C_CANDY_ASSORTED_3.7 OZ_48/CS_PLASTIC WRAPPED	\$ 2.45	\$2.18
4145	80008041	EA	80008041 - CORNER STORE_CANDY_STARLIGHT MINTS_3.75 OZ_48/CS_BAG	\$ 1.64	\$1.46
4155	40615	EA	40615 - CORNER STORE_CANDY_SF WILD FRUIT_1.75 OZ_60/CS_PRINTED BAG	\$ 1.54	\$1.37
4314	10741	EA	10741 - KELLOGGS_POP TARTS_BLUEBERRY_3.38 OZ_12BX/CS 72EA/CS_2 PK	\$ 1.48	\$1.32
4387	7016	EA	7016 - ROCKY ROAD_CANDY BAR_1.65 OZ_288/CS_PLASTIC OVERWRAP	\$ 1.86	\$1.65
4520	80002945	EA	80002945 - BRUSHY CREEK_CHICKEN VIENNA SAUSAGE_HOT_5 OZ_24/CS_POUCH	\$ 2.12	\$1.89
5274	80008030	EA	8000803099 - SHARKEYES_READING GLASSES_POLYCARBONATE LENSE_1.50 DIOPTER_DEMI/TORTOISE	\$ 3.95	\$3.52
5276	80008050	EA	8000805099 - SHARKEYES_READING GLASSES_POLYCARBONATE LENSE_2.0 DIOPTER_DEMI/TORTOISE	\$ 3.95	\$3.52
5277	80008060	EA	8000806099 - SHARKEYES_READING GLASSES_POLYCARBONATE LENSE_2.25 DIOPTER_DEMI/TORTOISE	\$ 3.95	\$3.52
6011	505	EA	505 - MARUCHAN_RAMEN_HOT & SPICY VEGETABLE_3 OZ_24/CS_PILLOW PK	\$ 1.01	\$0.90
6026	10	EA	10 - MARUCHAN_RAMEN_CHILI_3 OZ_24/CS_PILLOW PK CLEAR WINDOW	\$ 1.01	\$0.90
6046	8	EA	8 - MARUCHAN_RAMEN_CHICKEN_3 OZ_24/CS_PILLOW PK CLEAR WINDOW	\$ 1.01	\$0.90
6048	9	EA	9 - MARUCHAN_RAMEN_BEEF_3 OZ_24/CS_PILLOW PK CLEAR WINDOW	\$ 1.01	\$0.90
6050	5880	EA	5880 - KEEFE KITCHENS_RICE_INST WHITE_8 OZ_24/CS_POUCH CLEAR RESEALABLE	\$ 2.12	\$1.89
6100	6022	EA	6022 - MOON LODGE_POTATO CHIPS_REGULAR_1.5 OZ_72/CS_BAG FOIL	\$ 1.25	\$1.11
6102	7637	EA	7637 - MOON LODGE_POTATO CHIPS_STUFFED JALAPENO_1.5 OZ_72/CS_BAG FOIL	\$ 1.25	\$1.11
6103	7666	EA	7666 - TEMP DISC-CACTUS ANNIES_TORTILLA CHIPS_SCORCHIN HABANERO_1.5 OZ_72/CS_BAG CLEAR WINDOW	\$ 1.25	\$1.11
6105	6023	EA	6023 - MOON LODGE_POTATO CHIPS_BBQ_1.5 OZ_72/CS_BAG FOIL	\$ 1.25	\$1.11
6114	6743	EA	6743 - ANDY CAPPS_HOT FRIES_ORIGINAL_0.85 OZ_72/CS_BAG	\$ 1.25	\$1.11
6116	7994	EA	7994 - CACTUS ANNIES_CHEESE PUFFS_2 OZ_60/CS_BAG CLEAR WINDOW	\$ 1.25	\$1.11
6125	6026	EA	6026 - MOON LODGE_POTATO CHIPS_HOT HOT HOT BBQ_1.5 OZ_72/CS_BAG FOIL	\$ 1.25	\$1.11
6127	80007620	EA	80007620 - CACTUS ANNIE_PORK RINDS_HOT & SPICY_2 OZ_24/CS	\$ 1.98	\$1.76
6134	7758	EA	7758 - MOON LODGE_POPCORN_CARAMEL_3.53 OZ_60/CS_BAG CLEAR WINDOW	\$ 1.75	\$1.56
6153	80000963	EA	80000963 - MOON LODGE_POTATO CHIPS_BUFFALO WING BLUE CHEESE_1.5	\$ 1.17	\$1.04
6154	10513	EA	10513 - DORITOS_TORTILLA CHIPS_NACHO CHEESE_1.75 OZ_64/CS_BAG CLEAR	\$ 1.35	\$1.20
6159	7690	EA	7690 - CHEETOS_CHEESE CRUNCHY_FLAMIN HOT_1.75 OZ_64/CS_BAG CLEAR	\$ 1.35	\$1.20
6167	7689	EA	7689 - CHEETOS_CHEESE CRUNCHY_2 OZ_64/CS_BAG CLEAR WINDOW	\$ 1.35	\$1.20
6212	80003370	EA	80003370 - KING NUT_SNACK MIX_CAJUN_3.5 OZ_48/CS	\$ 1.69	\$1.50
6213	80003371	EA	80003371 - KING NUT_SNACK MIX_HEALTHY_3.25 OZ_48/CS	\$ 1.43	\$1.27
6214	80003356	EA	80003356 - KING NUT_SUNFLOWER KERNELS_ROASTED & SALTED_3.25 OZ_60/CS	\$ 1.29	\$1.15
6400	9366	EA	9366 - QUAKER_GRANOLA BAR_CHOC CHIP_6.72 OZ_8/BX 12BX/CS_	\$ 0.85	\$0.75
6412	4787	EA	4787 - SQUEEZUM_JELLY_GRAPE_1 OZ_200/CS_POUCH CLEAR	\$ 0.45	\$0.40
6428	2586	EA	2586 - TEMP-UNAV-C_CHEESE_CHEDDAR_2 OZ_180/CS_POUCH CLEAR	\$ 0.95	\$0.85
6501	381	EA	381 - VAN HOLTEN_PICKLE_MILD DILL_9.6 OZ_12/CS_POUCH CLEAR	\$ 1.75	\$1.56
6526	6620	EA	6620 - RALSTON_INST OATMEAL_CINNAMON ROLL_1.51 OZ_10/BX 12BX/CS_BOX	\$ 0.60	\$0.53
6600	5070	EA	5070 - CACTUS ANNIES_TORTILLAS_FLOUR_8 OZ 6CT 8 IN_48/CS_BAG CLEAR	\$ 1.95	\$1.74

REVISED FEE SCHEDULE  
11/4/2021

				Current Proposal	Revised 20% Commission
Alias	Item	Order Qty	Item Desc	Unit Price	11% decrease
6673	3092	EA	3092 - THAI PALACE_NOODLES_CHILI_3.7 OZ_24/CS_WRAPPED CLEAR	\$ 1.38	\$1.23
6826	4317	EA	4317 - FRESH CATCH_CHUNKLIGHT TUNA_IN WATER_4.23 OZ_48/CS_POUCH	\$ 3.35	\$2.98
7880	52938130	EA	5293813001 - SHOE CORP_DECK SHOE_CANVAS SLIP ON_SZ	\$ 17.76	\$15.81
8471	52938110	EA	5293811001 - SHOE CORP_DECK SHOE_CANVAS SLIP ON_SZ	\$ 17.76	\$15.81
8476	52938080	EA	5293808001 - SHOE CORP_DECK SHOE_CANVAS SLIP ON_SZ	\$ 17.76	\$15.81
8545	52938090	EA	5293809001 - SHOE CORP_DECK SHOE_CANVAS SLIP ON_SZ	\$ 17.76	\$15.81
8546	52938100	EA	5293810001 - SHOE CORP_DECK SHOE_CANVAS SLIP ON_SZ	\$ 17.76	\$15.81
8548	52938120	EA	5293812001 - SHOE CORP_DECK SHOE_CANVAS SLIP ON_SZ	\$ 17.76	\$15.81

**EXHIBIT D**  
**RELEASE PAY PREPAID DEBIT CARD RELEASE**  
**ADDITIONAL TERMS AND CONDITIONS**

1. **Services.** Contractor shall provide technical support and coordination for the following Release Pay inmate trust fund release services (“Release Services”) for processing inmate trust fund balances to County inmates at time of release from the County:

*Prepaid Debit Cards* (“Cards”): described as, a debit card which may be used for ATM withdraws and/or pin-based and signature purchases after inmate activation. The Cards will be issued by and the funds will be held by Cache Valley Bank in Logan, Utah. All transactions are processed by Contractor through its subcontractors, Rapid Financial Solutions.

\*Additional Release Services may be made available to the County throughout the term of this Agreement and shall become part of this Agreement with the County’s acceptance. No Release Services shall be implemented without County’s written approval. Another card brand, issuing bank or program manager may be substituted during the term of this agreement at KCN’s discretion and shall not constitute an “Additional Release Service.” The County will be notified in writing of any such change.

2. **Maintenance of Designated Account.** County agrees to maintain an account at the following bank(“Designated Account”) from which funds will be withdrawn by Contractor and sent to Cache Valley Bank, which issues the Cards:

**Bank Name:** U.S. Bank

**Bank Address:** Portland Main Complex 555 SW Oak St. Portland OR 97204 PD-OR-P7GB

**Routing Number:** 123000220

**Account Number:** 153695235926 (Trust Account for In-Mates)

**Bank Contact Name and Title:** Nancy Wilson, Deputy Treasurer or Brian Nava, Treasurer

**Bank Contact Phone Number:** 503-742-59905.

3. **Authorization to Withdraw Funds from Designated Account.** Except for the initial fee of \$3.95 per Card that County will pay Contractor directly, County hereby authorizes Contractor to withdraw funds from the Designated Account without signature or notice to effect all deductions and other transactions due Contractor provided for in this Contract. Contractor shall notify County if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Contractor. County shall promptly pay such amount to Contractor. In the event Contractor withdraws funds in excess of what Contractor is owed under this Contract, Contractor shall initiate an electronic funds transfer to return such funds by no later than the next business day following receipt of written notice of the excess withdrawal.

This authorization is to remain in full force and effect until Contractor has received written notification from County of its termination in such time and in such manner as to afford Contractor and the Bank named above reasonable opportunity to act on it. County shall give

Contractor no less than three banking business days' notice if the Designated Account is to be changed so as to allow enough time for Contractor to make the necessary system modifications.

The authorization granted by County to Contractor to withdraw funds from the Designated Account is limited solely to funds deposited by, or on behalf of, an inmate at the Clackamas County jail. Contractor may not withdraw funds from the Designated Account to pay any other fee or cost that County has agreed to pay directly including, but not limited to, the \$3.95 initial fee per Card. Contractor shall separately invoice County for the \$3.95 initial fee per Card pursuant to Section 8 below and any other fees or costs the County has agreed to pay.

In the event any additional fees, costs, overdraft fees, or similar liabilities ("Overdraft Fees") are charged to County by the institution holding the Designated Account as a result of Contractor debiting the Designated Account to pay for a fee which County has agreed to pay directly under this Section 5, including the \$3.95 initial fee per Card, Contractor shall be solely responsible for paying the Overdraft Fees. County shall provide Contractor an invoice for any Overdraft Fees incurred, and Contractor shall pay the Overdraft Fees within ten (10) business days from the date County provides the invoice.

**4. Responsibilities of the County. All responsibilities of the County are outlined below:**

**a. Security Requirements for the Storage of Prepaid Cards**

The security requirements in this document are based on policies and guidelines developed by payment networks and industry best practices. These requirements must be implemented at all locations that store and distribute instant-issue card products.

**b. Card Ordering**

Card orders will be shipped to the designated locations by Contractor, through its subcontractors Rapid Financial or its assignees by bonded and approved carrier. Card orders must be signed for upon arrival. All cards must be placed at the time of receipt into inventory in a secured storage area. An employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

**c. Card Inventory**

Physical security of the cards in inventory must be maintained at all times. Cards must be stored in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks.

An inventory log must account for the number of cards received, cards used, cards spoiled (cards that cannot be used due to damage, tampering or expiration) and remaining cards that should balance to the number of cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Contractor as soon as detected.

**d. Card Destruction**

Contractor may request return of unused cards in inventory for destruction for any of the reasons listed below.

1. Cards are compromised or tampered with;
2. Card stock expired;
3. Cards are damaged or defective;

4. Program is terminated.

Cards to be returned should be securely packaged. A copy of the “Certificate of Destruction of Defective or Damaged Cards” below should be included in the shipment. A second copy of the Certificate of Destruction of Defective or Damaged Cards should be transmitted.

Certificate of Destruction of Defective or Damaged Cards

I \_\_\_\_\_ certify that the cards listed below were either damaged or defective. I further certify that the cards below were destroyed using a cross cut shredder that created pieces no larger than ¼ “ by ½” in size.

Destruction Date (mm/dd/yyyy)	Card Number	Expiration	Name (first, last)	Signature




Alternatively, the location may destroy any defective or damaged card and certify its destruction by maintaining a detailed inventory log, and destroying the cards using a cross cut shredder that creates pieces no larger than ¼ “ by ½” in size. A certified report of destruction outlined below must be submitted to Contractor on a monthly cycle even if no cards were destroyed in that period.

**Contractor reserves the right to modify “Security Requirements for the Storage of Prepaid Cards” of this Contract. Contractor shall notify the County of any such change in writing. If, upon review, County does not agree to the modified Security Requirements for the Storage of Prepaid Cards, County may terminate this Contract.**

**5. Fees and Charges. “Coordination Fees” are in accordance with the fee structure as follows: .**

	<b>Charge</b>
<b>Card Activation Fee</b>	FREE
<b>Support Calls Fee</b>	FREE
<b>PIN Change Fee</b>	FREE
<b>Point of Sale (POS) Transactions (PIN &amp; Signature)</b>	FREE
<b>Cash Back Option with POS purchase</b>	FREE
<b>POS Declines</b>	FREE
<b>Card to Bank ACH Transfer****</b>	FREE
<b>Cash Out at any Principal MasterCard Member Institution</b>	FREE
<b>Weekly Maintenance Fee</b>	FREE
<b>ATM Account Inquiry Fee</b>	\$0.99
<b>Inactivity Fee**</b>	\$2.95
<b>Domestic ATM Fees***</b>	FREE
<b>ATM Decline for Non-Sufficient Funds Fee</b>	\$0.99
<b>International ATM Fees***</b>	FREE

<b>ATM Decline International Fee</b>	\$0.99
<b>Replacement of lost or stolen card</b>	\$2.99
<b>Account Closure Fee/Request for Balance by Check</b>	FREE

\*\* Fee begins 365 calendar days after the card is issued and then every 30 days thereafter, even if the card is not validated. This fee will only incur if there is a balance on the card.

\*\*\* Fees may also be imposed by the local ATM provider in addition to card fees. For a listing of surcharge-free ATM's, visit <http://www.moneypass.com/>.

\*\*\*\* Returned or rejected ACH transfers for invalid banking information are subject to a \$9.95 returned processing fee.

\*\*\*\*\* Cardholder fees are subject to change. Thirty (30) day prior written notice of a change in fees will be given. Contractor shall give County thirty (30) days' written notice of any change in fees. County may either agree, in writing, to the change in fees, or elect to terminate this Contract.

Customer Service / Servicio Al

Clients: Toll Free from U.S.A.

– (888) 609-0008

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

6. All fees shall be assessed to the card holder/inmate. County shall not be responsible for any fees except for the \$3.95 initial Card fee, in an amount not to exceed \$200,000.00.

7. Taxes. Each party shall be responsible for calculating, collecting and remitting their own Federal, state and/or local taxes, associated with the release services.

\*Taxes should not be levied on the issuance of a Card unless County's laws dictate such.

8. Equipment. Upon expiration or termination of this Contract, County agrees that all equipment and materials remain the property of Contractor and upon expiration or termination of this Contract Contractor agrees to promptly remove all equipment and materials from the above-mentioned County. County shall be responsible for any unusual wear and tear, lost or stolen equipment as well as any lost, stolen or improperly funded Cards during the term of this Contract as per "Exhibit A" of this Contract.

9. Exclusivity. County acknowledges that based on this Contract, Contractor has the sole and exclusive right and authority to provide the services contemplated by this Contract for all inmate accounts under the County's control and County shall not, throughout the term of the Contract, engage the services of any other company to provide such services.

10. Issued Cards are subject to the cardholder agreement found below.