

AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter, the “City”), and **KEEFE COMMISSARY NETWORK, L.L.C.**, a Missouri Limited Liability Company with a principal place of business address of 10880 Linpage Place, Saint Louis, MO 63132 (hereinafter, the “Contractor”). For purposes of this Agreement, the City and the Contractor are collectively referred to as the “Parties.”

The Parties agree as follows:

1. DEFINITIONS: The capitalized terms used in this Agreement and any and all exhibits hereto, will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:

A. “City” means and refers to the City and County of Denver or a person authorized to act on its behalf.

B. “Contractor” means and refers to the Contractor, its agents, employees, officers, and anyone acting on its behalf.

C. “Subcontractor” means an entity, other than the Contractor, that furnished or furnishes to the City or the Contractor services or supplies (other than standard office supplies, office space or printing services) pursuant to this Agreement.

2. TERM: The Agreement will commence on July 1, 2023, and will expire on July 1, 2027 (the “Term”). Subject to the Director’s (as defined in Paragraph 3, below) prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

3. COORDINATION AND LIAISON: The Contractor will fully coordinate all Services under the Agreement with the Director of the Denver Department of Public Safety (the “Director” or “Agency”), and/or the Director’s designee.

4. SERVICES TO BE PROVIDED:

A. At the direction of the Director, the Contractor shall diligently undertake, perform, and complete all of the services, achieve all of the performance measures, and produce all the deliverables set forth on **Exhibit A**, the Contractor’s **Scope of Work** (the “Services”), to the City’s satisfaction.

B. The Contractor is ready, willing, and able to provide the Services required by this Agreement.

C. The Contractor shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

D. The Contractor shall not establish practices that create disincentives to providing Services to individuals with barriers to employment who may require longer-term Services, such as intensive employment, training, and education services.

5. COMPENSATION AND METHOD OF PAYMENT:

A. **Fee:** The City shall pay, and the Contractor shall accept as the sole compensation for Services rendered, performance measures achieved, and costs incurred under the Agreement, the amount of **EIGHT MILLION SIX HUNDRED NINE THOUSAND FOUR HUNDRED THIRTEEN DOLLARS AND ZERO CENTS (\$8,609,413.00)** Amounts billed may not exceed the foregoing amount.

B. **Reimbursable Expenses:** There are no reimbursable expenses allowed under this Agreement. All expenses to be incurred by the Contractor under this Agreement are expressed in Section 5.A. above and for the services and pricing as described in **Exhibit C**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to, any charges or expenses related to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and/or out-of-pocket expenses.

C. **Invoices:** The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

E. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **EIGHT MILLION SIX HUNDRED NINE THOUSAND FOUR HUNDRED THIRTEEN DOLLARS AND ZERO CENTS (\$8,609,413.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any Services, performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the Maximum Contract Amount. The Contractor acknowledges that the City is not obligated to execute an amendment or renewal to this Agreement for any further phase of work other than the work described herein for the initial

period, and that any work performed by Contractor beyond that specifically authorized is performed at Contractor's risk and without authorization under this Agreement. The Contractor understands and agrees that any and all payment obligations of the City under this Agreement, including any extensions or renewals thereof, whether direct or contingent, shall extend only to funds approved and appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of this Agreement, and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(3) The Parties agree the pricing will remain fixed for the first two years of this Agreement, provided however, Contractor may conduct annual market pricing surveys of items on the commissary menu, all such surveys shall be done only in comparison to Denver metropolitan area convenience store retail pricing. In the event the Contractor proposes price adjustments as a result of a market survey, all such price adjustments shall be subject to prior approval by the Director.

F. Recovery of incorrect payments: The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including but not limited to applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law. If as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, such audit or program review identifies any irregularities or deficiencies in the Contractor or its officers, agents, or employees' performance of the Contractor's obligations under this Agreement, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the required corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents, and employees, from and against all disallowed costs.

G. Return of unexpended funds: In the event the City determines that the Contractor possesses an unexpended balance of funds from any advance payments made to the Contractor, then all such unexpended advanced funds will be returned to the City within ten (10) days written notice to the Contractor. The City's acceptance of any such amounts shall not constitute a waiver of any claim that the City may otherwise have arising out of this Agreement.

H. No duplication of funds for same Services: The monies provided for and received under this Agreement are the only and sole funds received by the Contractor from or through the City and County of Denver for payment of the Services provided under this Agreement. In the event the Contractor shall receive any other monies from or through the City or any other party in order to provide the Services, then the compensation received hereunder may be reduced by such amount or amounts at the sole option of the City. The Contractor shall report promptly, in writing to the Director, all amounts received upon receipt.

6. PERFORMANCE MONITORING/INSPECTION: The Contractor shall permit the Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.

7. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. **Without limiting the foregoing, the Parties specifically acknowledge that: 1) the Consultant is not entitled to unemployment insurance benefits (unless unemployment compensation coverage is provided by the Consultant or some other entity besides the City); 2) the Consultant is not entitled to workers' compensation benefits from the City; and 3) the Consultant is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.**

8. ENFORCEMENT REMEDIES/TERMINATION OF AGREEMENT: The City has the following rights of enforcement and termination:

A. Enforcement Remedies. If the Contractor materially fails to comply with the terms of this Agreement, the terms of any other agreement between the City and the Contractor, or any federal statute, rule, regulation, or terms and conditions of a Federal award, and fails to cure such noncompliance within ten (10) days (or such longer period as the City may allow in its sole discretion) after receipt from the City of a notice specifying the noncompliance, the City may take one or more of the following enforcement actions at its election:

(1) Withhold any or all payments to the Contractor, in whole or in part, until the necessary Services, deliverables, or corrections in performance are satisfactorily completed during the authorized period to cure default;

(2) Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those Services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City;

(3) Disallow or deny all or part of the cost of the activity or action not in compliance.

(4) Suspend or terminate this Agreement, or any portion or portions thereof, effective immediately or (or such longer period as the City may allow) upon written notice to Contractor;

(5) Deny in whole or in part any application or proposal from Contractor for funding for a subsequent year regardless of source of funds;

(6) Reduce any application or proposal from Contractor for refunding for a subsequent year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

(7) Refuse to award Contractor, in whole or in part, any and all additional funds for expanded or additional services under the Program;

(8) Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor; or

(9) Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Contractor shall cooperate with the City in the transfer of the Services as reasonably designated by the City.

(10) Take other remedies that may be legally available.

B. Termination for cause. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director.

C. Termination due to criminal offenses. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

D. Termination for convenience. The City has the right to terminate the Agreement without cause upon thirty (30) days prior written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform Services under this Agreement beyond the time when such Services become unsatisfactory to the Director.

E. Termination for delinquent loans, contract obligations, and taxes. Further, the City may also suspend or terminate this Agreement, in whole or in part, if Contractor becomes delinquent on any obligation to the City inclusive of any loan, contractual, and tax obligation as due, or with any rule, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City funding, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is non-compliant with any applicable rules, laws, regulations, or Agreement terms, the City may withhold up to one hundred (100) percent of said Agreement funds until such time as the Contractor is found to be in compliance by the City or is otherwise adjudicated to be in compliance, or to exercise the City's rights under any security interest arising hereunder.

F. Termination due to Impossibility: Notwithstanding anything contained herein to the contrary, the City and the Contractor may terminate this Agreement upon a joint determination of the impossibility of the Contractor to perform its obligations hereunder in conformance with any continuing and effective public health orders issued by the State of

Colorado or the City (collectively and as may be adopted, amended, revised, or supplemented, “Public Health Orders”). Notwithstanding the foregoing, such right of termination shall only be exercised after the Contractor has, to the reasonable satisfaction of the City, exhausted all other alternative methods of performance to comply with such Public Health Orders while performing all obligations hereunder. Such alternative methods of performance shall include, without limitation: 1) temporarily suspending performance of applicable portions or all of the Services with no monetary penalties imposed by the City due to such suspension; 2) engaging in approved social distancing requirements as described in the Public Health Orders; and/or 3) performing all or a portion of the Services remotely or electronically where feasible. All determinations of impossibility shall be reasonably determined jointly by the City and the Contractor upon consultation in good faith and, if so determined, shall also specify an effective date of termination of this Agreement to occur no later than twenty (20) days from the date of such determination. Nothing contained herein shall be construed as prohibiting or limiting the right of the City to otherwise terminate this Agreement in conformance with the terms and conditions of this Agreement. If this Agreement is terminated in accordance with this clause, the City shall be liable only for payment under the provisions of this Agreement for Services satisfactorily rendered by the Contractor before the effective date of termination.

G. Payment upon termination. Upon termination of the Agreement, upon any ground, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation that has not been disallowed by the City for Services duly requested and satisfactorily performed or deliverables satisfactorily provided as described in the Agreement.

H. Return of materials and equipment. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor’s possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

9. REQUIRED BACKGROUND CHECKS: The Contractor shall cooperate and comply with the Agency’s then-in-effect background check policy or policies for programs and services provided to youth under the age of eighteen (18) years.

10. EXAMINATION OF RECORDS/AUDIT REQUIREMENTS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No

examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. § 20-276.

11. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

12. INSURANCE:

A. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B ("Certificate of Insurance")**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds:** For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

E. **Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. **Workers' Compensation/Employer's Liability Insurance:** For Contractor's officers and employees, Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

H. **Business Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **Professional Liability (Errors & Omissions):** Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

J. **Cyber Liability:** Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

13. DEFENSE AND INDEMNIFICATION:

A. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. The Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

14. TAXES, LATE CHARGES, AND PERMITS: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

15. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized

assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

Services subcontracted under this Agreement shall be specified by written agreement and shall be subject to each applicable provision of this Agreement and any and all applicable Federal and State Laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor shall submit proposed subcontract agreements to the Director for the Director's review and approval. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost.

16. INUREMENT: The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

17. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

19. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

20. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §§ 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement or other relationship, in conflict with those of the City. During the Term, the Contractor shall disclose promptly any potential conflicts of interest that arise from its activities and relationships with training or other service providers. The City, in its sole discretion, will

determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict. The Contractor will have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

21. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, Attention: Executive Vice President, with a copy to TKC Holdings, Inc., Attention: Chief Legal Officer, 1260 Andes Boulevard, St. Louis, MO 63132, and if to the City at:

Department of Safety
1331 Cherokee Street, Room 302
Denver, Colorado 80204

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

22. DISPUTES: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by the parties discussing the dispute and attempt to negotiate a resolution. If a resolution cannot be negotiated, the by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b)-(f). For the purposes of that procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

23. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

24. NO DISCRIMINATION IN EMPLOYMENT (City Executive Order No. 8): In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship,

immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

25. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

A. In carrying out its obligations under the Agreement, Contractor and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

B. Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Contractor.

C. Contractor will incorporate the foregoing requirements of this Section in all of its subcontracts.

D. Contractor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section.

26. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall perform or cause to be performed all Services in full compliance with all applicable laws, rules, regulations, and codes of the United States, State of Colorado, and with the Charter, ordinances, regulations, policies, and Executive Orders of the City and County of Denver whether or not specifically referenced herein. Any references to specific Federal, State, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of Federal, State, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the Services referenced in this Agreement and all other applicable provisions of Federal, State or local law are deemed to be incorporated herein by reference. Compliance with all such statutes, regulations and other documents is the responsibility of the Contractor. Contractor shall ensure that any and all Subcontractors also comply with applicable laws.

27. STATUTES, REGULATIONS, AND OTHER AUTHORITY: Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.

28. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he, she or they has/have been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

29. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS: The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

30. PROHIBITED TERMS: Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

31. DEBARMENT AND SUSPENSION: The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

32. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties have participated jointly in the negotiation and drafting of this Agreement and the Parties and their

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Keefe Commissary

respective counsel have had the opportunity to review the Agreement. In the event of any ambiguity or question of intent or interpretation regarding the terms of this Agreement, the Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

33. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

34. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

35. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

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Keefe Commissary

36. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

37. AGREEMENT AS COMPLETE INTEGRATION/AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the Parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both Parties and executed in the same manner as this Agreement.

38. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of City Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

39. CONFIDENTIAL INFORMATION, OPEN RECORDS:

A. City Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. Use of Confidential Information: Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing access to Confidential Information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any

way whatsoever, any Confidential Information without prior written authorization from the Director.

C. City Methods: The Contractor agrees that any and all ideas, concepts, know-how, business method, templates, data processing techniques and other innovations and discoveries provided by the City to the Contractor in connection with this Agreement shall be deemed to be the sole intellectual property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to such City Methods, that: (a) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (b) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (c) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

D. Employees and Subcontractors: The requirements of this provision shall be binding on the Contractor's employees, agents, officers and assigns. The Contractor warrants that all of its employees, agents, and officers who designated to provide Services under this Agreement will be advised of this provision. All requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

E. Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. The Contractor acknowledges and understands that Confidential Information may not be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

F. Open Records: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

40. DATA PROTECTION: The Contractor shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder. The Contractor shall maintain security procedures and practices consistent with §§ 24-73-101 et seq., C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Contractor or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.

41. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

42. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

43. FORCE MAJEURE: Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party or its officers, directors, employees, agents, contractors or elected officials and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended or suspended for a period as may be reasonably necessary to compensate for such delay.

44. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

45. ATTACHED EXHIBITS INCORPORATED: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; **Exhibit C**, Pricing; **Exhibit D**, Payment Services; and **Exhibit E**, Release.

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

Contract Control Number: SHERF-202265233-00
Contractor Name: KEEFE COMMISSARY NETWORK LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

SHERF-202265233-00
KEEFE COMMISSARY NETWORK LLC

By:  31EE64A7054E4FB...

Name: John Puricelli
(please print)

Title: Executive Vice President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Scope of Work

BACKGROUND

The Denver Sheriff Department (DSD) has two facilities - the Denver County Jail, and the Van Cise-Simonet Detention Center. Population numbers of each facility constantly fluctuate. As a broad-spectrum number, the total number of inmates within the housing areas designated for commissary on a given day will be between 1,600-1,900 inmates.

Currently, the Denver County Jail (COJL) has an average daily population of 458 with a rated capacity of 830. And the Van Cise-Simonet Detention Center (DDC) has a current average daily population of 1,228 with a rated capacity of 1,500. Not all of these inmates will place an order every week. Currently, orders are placed Monday through Thursday. These orders are picked up by the current vendor at 4:00 a.m. and are delivered between 2:30 p.m. through 4:30 p.m. Monday through Thursday.

For reference - In 2019 the DSD had an average of 96 bookings per day, with an average daily population of 1,886; in 2020 the DSD averaged 61 bookings per day with an average daily population of 1,351; and in 2021 the DSD averaged 57 bookings per day with an average daily population of 1,509.

Both the Trust Accounting System and the Commissary System will need to interface with the City's Jail Management System (JMS). This will be critical in ensuring that up-to-date information is in the vendor's system. The City's current JMS is ATIMs.

Commissary sales for 2021 were approximately \$1.1 million.

The proposed systems must be able to meet the requirements of the current facilities as well as being adaptable to meet future needs should a new correctional facility and JMS be implemented.

The vendor's software must be able to interface with the facilities' JMS and run on the Securus Kiosk and Tablet platform. The vendor is required to identify the anticipated time frame from selection of proposer to full Commissary and Trust banking implementation and any associated expenses or costs to the Sheriff Department. Should the vendor of the Kiosk and Tablet platform change, Keefe will be expected to work with them.

Keefe's is currently meeting these requirements under the current contract and will continue to do so on award of the new contract. As the incumbent commissary provider, Keefe's commissary and trust systems would be operational on day one of the new contract. Keefe would work with the county to devise an implementation plan agreeable to both parties for any new features being proposed in this RFP response.

In addition, as the current vendor, Keefe will continue to interface with the facilities' JMS and run their software on the Securus kiosk platform. All of this will continue **at no cost** to the Sheriff's Department.

SCOPE OF WORK

The Denver Sheriff's Department shall have the ability to transition to Keefe Cloud at no additional costs and at any time during this agreement. Keefe will work with DSD and Denver's Technology Services Department to obtain approval, coordination, implementation, and migration to Keefe Cloud.

The successful vendor(s) under this RFP shall provide a comprehensive system with associated services to accomplish the following:

- a. Vendor will provide a mechanism for ordering inmate personal care, hygiene, food, candy and commissary items to the Sheriff Department inmate Commissary, for a specified period, per specifications called for herein.

Inmates order through Edge Services which operate either on Keefe kiosk equipment or Securus Kiosk equipment. Additional backup order entry methods include Scantron and Phone IVR.

- b. The Sheriff Department requires that vendor be capable of providing items for maintaining inventory seven (7) days a week, three hundred sixty-five (365) days a year. The vendor shall be expected to stock sufficient quantities as may be necessary to meet the needs of all facilities.

Keefe's Regional Service Center that will provide service to the Denver Sheriff Department facilities is in Denver at 12000 E 45th Ave., and supports commissary operations in the states of CO, NM, MT, and WY. This location is 47,400 square feet in size and carries an average daily inventory of roughly \$1.3 Million. This service center has fleet of Keefe-owned/leased trucks for delivering commissary orders to nearby facilities, including those of the Denver Sheriff Department.

Additionally, to provide the best service to its nationwide customer base, Keefe has a total of twenty-two (22) distribution centers totaling over 1.5 million square feet, shipping over 20 million pounds of inventory per month and carrying **over \$75 million in inventory** daily. If the Denver service center is running low on product, a transfer request can be submitted with another of Keefe's 21 distribution centers, to ensure product availability. Our products are not sold in any other market. KCN manufactures and distributes commissary and canteen items specifically designed for the correctional industry.

- c. The Sheriff Department reserves the right to designate the number of Commissary days allocated for the participation by the inmates. The Sheriff Department will notify the vendor prior to instituting a change in the number or selection of days and/or times of the week. The Sheriff Department has final authority in all matters relating to Commissary services within the facilities.

The current schedule for this facility is as follows:

All orders are processed on Thursdays.

Truck usually arrives around 5:30 AM.

- Monday: DDC 2s & 3s
- Tuesday: DDC 4s & 5s
- Wednesday: COJL 21, 22
- Thursday: COJL 24 & 4

Upon award of the new contract, Keefe will work with the County to continue the current schedule or on a mutually agreed upon schedule for deliveries

- d. All networking costs and associated components and programming required for the system to fully function to be determined by the Denver Sheriff Department shall be the responsibility of the awarded vendor and shall be provided with no cost to the Denver Sheriff Department or the City and County of Denver. The Awarded Vendor shall be able to meet all technology related requirements, specifications to be provided by City of Denver Technology Services (TS).
- e. The City is expecting the implementation to be completed by June 30, 2023.

As the incumbent commissary provider, Keefe's commissary and trust systems would be operational on day one of the new contract. Should the County choose to transition to Keefe Cloud, an implementation plan has been provided.

GENERAL REQUIREMENTS

- a. The vendor shall operate under the status of an independent contractor

Keefe Commissary Network, LLC will be the prime contractor for this contract and perform the services required for RFP # 0560A2022.

- b. The vendor shall ensure that its entire staff is trained in accordance with Sheriff Department facility Policy and Procedures and all rules and regulations of the City.

Keefe provides on-site training for all on-site staff as well as, will work with the County on any required training.

- c. All personnel, supplies, equipment, and on-site facilities utilized by the vendor in providing trust or Commissary services for the DSD facilities shall be subject to search and/or inspection by the DSD without notice and at any time.
- d. The vendors and all employees, agents or sub-contractors shall comply with facility security regulations at all times while within the facilities.
- e. While vendor employees are on site, they will wear identifying clothing with vendor's name on it (e.g., polo shirt with vendor logo) and pants. The top will not be low cut and be able to cover the shoulders. All tattoos will be covered. Hats are not allowed. Pants will be worn at the hips or above. Identification badges will be provided by the Sheriff Department.

Keefe has provided a sample of their uniform.

- f. The vendors, and all employees of the vendor, may be subject to a security clearance by the DSD on an annual basis for physical and remote access to systems.
- g. The vendor shall be responsible for immediately reporting all the facts verbally and in writing relating to losses and/or personal injury. The DSD shall designate the authority as to who shall receive these reports.
- h. Vendors staff shall not fraternize with inmates or otherwise engage in activities with inmates that could endanger anyone's life, liberty, property, or disrupt detention operations. In the event that vendor staff

becomes aware of a relative or friend within the facilities; notification must be made to the Sheriff Department representative or designee prior to any deliveries being made.

- i. The DSD reserves the right to restrict access to the facilities or require immediate removal of any person(s) without prior notification.
- j. During lockdown situations, the Sheriff Department may elect to modify or postpone any or all services. Prior notifications of lockdown shall be given to the vendor when possible.
- k. The vendor shall provide any hardware, software, and interfaces to and from ATIMs and the Securus platforms, via secured web services. That will assist the DSD with the ability in providing real time information concerning Commissary functions and assist in the synchronization of the agency's Commissary system to include, but not limited to, individual orders for each commissary order placed, and inclusion of specific debit amount for use by staff in the adjustment of individual inmate accounts maintained within the system. This system shall provide for computerized or electronic ordering capability for Kiosks and new technology, like tablets, not part of the fixed system.

Keefe's current REACHOUT services receives files to a shared folder from ATIMS and processes those files upon receipt into the Legacy Keefe KeepTrak banking application.

The Keefe Cloud banking platform replaces REACHOUT with Inmate Data Services middleware to support both file- based interfaces and web services interfaces. Inmate Data Services (IDS) accepts either SFTP files or SOAP/XML calls to insert/update inmate information into the Keefe Cloud inmate repository. IDS has 20 inmate information fields available to be populated by sheriff's inmate data elements. Keefe implementation staff configure the SQL Server SSIS package that ingests sheriff inmate data and implement in advance of go live for validation by sheriff.

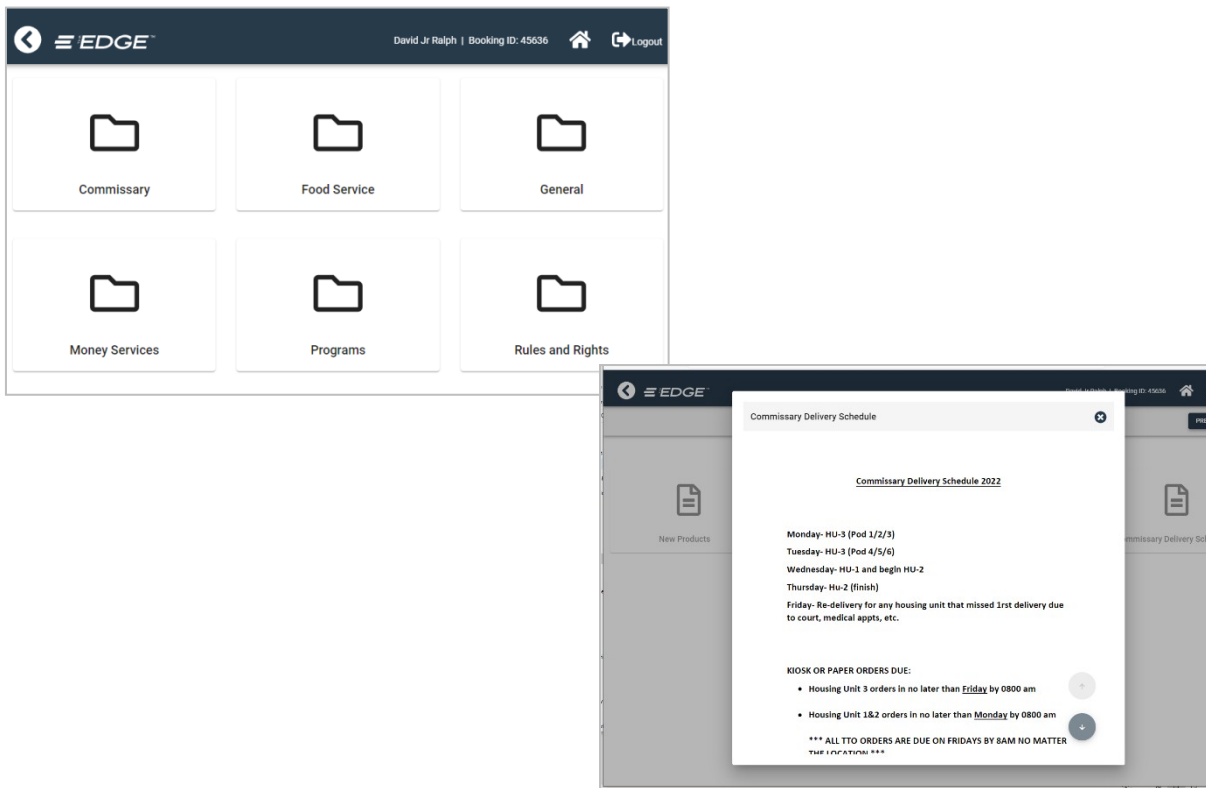
Keefe Cloud has current IDS - ATIMS interfaces at the following customer accounts:

- Santa Barbara County Jail, CA
 - Columbia County Jail, OR
 - San Mateo County Sheriff, CA
- l. Vendor shall provide training to DSD employees to operate and manage the kiosks, Commissary systems and trust accounting systems. Vendor shall provide instructional material for use of kiosks, Commissary system, and trust accounting system for inmates and their family members to use.

Sl. No.	Test Scenario	Steps	Expected Results
1	Lookup an active inmate account by last name	<ol style="list-style-type: none"> 1. Log into keefe.cloud 2. Navigate to the Inmate - Accounting option on the left side navigation pane 3. Type in the first few letters of the inmate's last name in the Search Inmate box, and click the spyglass or press the <Enter> key 4. Either choose from the paginated list or refine the results by adding characters to the last name search 5. view the inmate account 	<ol style="list-style-type: none"> 1. User sees and navigates search results 2. User views inmate account page
2	Lookup an active inmate account by Inmate ID	<ol style="list-style-type: none"> 1. Log into keefe.cloud 2. Navigate to the Inmate - Accounting option on the left side navigation pane 3. Type in the entire Inmate ID - this will be a search for an exact match 4. View the inmate account 	<ol style="list-style-type: none"> 1. User sees and navigates search results 2. User views inmate account page
3	Lookup an inactive inmate account by last name	<ol style="list-style-type: none"> 1. Log into keefe.cloud 2. Navigate to the Inmate - Accounting option on the left side navigation pane 3. click the 'Search Inmate By' option and click to make a checkmark in the inactive box (alternately deselect the Active box to limit the search to inactive only) 4. Type in the first few letters of the inmate's last name in the Search Inmate box, and click the spyglass or press the <Enter> key 5. Either choose from the paginated list or refine the results by adding characters to the last name search 6. view the inmate account 	<ol style="list-style-type: none"> 1. User sees and navigates search results 2. User views inmate account page
4	Lookup an inactive inmate account by Inmate ID	<ol style="list-style-type: none"> 1. Log into keefe.cloud 2. Navigate to the Inmate - Accounting option on the left side navigation pane 3. click the 'Search Inmate By' option and click to make a checkmark in the inactive box (alternately deselect the Active box to limit the search to inactive only) 4. Type in the entire Inmate ID - this will be a search for an exact match 5. View the inmate account 	<ol style="list-style-type: none"> 1. User sees and navigates search results 2. User views inmate account page


Please see the following for sample instructional guides for inmates and their families.

Sample Documents for Inmates at kiosks:



Sample Documents for families and friends from Access Corrections:

View my account, mobile money deposits and payments website now. Log in with your existing account, or for new users, create an account.



Home | Registration | Contact Us | **Help**

Select your Language:

English
Spanish
Vietnamese

ACCESS CORRECTIONS

Access Secure Deposits & Access Secure Mail

FAQ - Frequently Asked Questions

General Access Corrections FAQ's

We have recently updated our website. If you are experiencing issues with our website, please try clearing your cookies and refreshing your browser. For information on how to clear your cookies, please [click here](#). If you are still experiencing issues after clearing cookies, please contact us via our Live Chat.

What is the difference between CyberSuite and Access Corrections?
CyberSuite was primarily focused on Deposit Services. With the addition of inmate email services, CyberSuite has changed its name to Access Corrections to incorporate all technology services. Both Access Secure Deposits and Access Secure Mail are services offered by Access Corrections. All personal profile information stays the same as this is the same company, only a new name.

How can I contact Access Corrections?
You can send an email to Customer Service at customerservice@accesscorrections.com or call toll-free at 1-866-345-1884.

Is my information secure on the Access Corrections website?
Yes. Access Corrections Inmate Deposit Services website is a secure site. We do not share your personal information with any third parties. For security reasons, your credit or debit card information is not stored. Customers are required to provide payment information each time a transaction is processed.

Can I use another person's credit or debit card on my Access Corrections profile?
Yes, with the card holder's permission. The card holder must also accept the Access Corrections Terms and Conditions. The inmate will be notified that the deposit came from your Access Corrections account.

Will my information be accessible to the inmate?
Some facilities may choose to print a receipt for the inmate showing the name of the depositor only, however most facilities do not share this information with the inmate. In most cases, it will be up to the depositor to tell the inmate they have made a deposit to their account. All other information in your profile, including deposit history is confidential.

How do I locate an inmate or facility on the Access Corrections website?
After logging into the system, choose "Add a Recipient". You may search by facility, resident identification number or resident name and date of birth. Once the inmate has been located, choose "Add Selected Recipient".

How do I update my profile?
Login to your Access Corrections profile and choose "Edit Profile" to change your personal information at anytime.

Why do you need my email address?
Your email address serves as your Access Corrections username. We do not share your email address with any third parties.

What happens if I forget my password?
Choose "Forgot My Password" on the main page and follow the instructions to retrieve the information. Your username is your email address used to establish your profile. Your password will be sent to this email address.

Secure Deposit FAQ's

How do I use Access Corrections Deposit Services?
Inmate deposits can be added to a resident's account via internet, telephone or lobby kiosk (if offered) at the facility. To make an inmate deposit via internet, customers must register online and accept the Access Corrections Terms and Conditions. An inmate deposit cannot be completed unless a profile has been established and the Terms and Conditions have been accepted.

Why can't I make a deposit to an active inmate?
Sometimes, active inmates are restricted from certain types of services. This could be due to a request from the facility or it could be because they received deposits

- m. The vendor shall provide a contact person to be the facilities' representative for this account. This person shall be able to resolve account, payment, interface and software issues and provide any other customer service information that could be used for evaluation purposes.

The contact person for Keefe will be:

Teresa Vitale, Account Manager
Phone (cell): 314-303-9245
Email: teresa.vitale@keefegroup.com

- n. The vendor must provide references to other agencies where an interface has been accomplished to ATIMs.

Keefe Cloud has current IDS - ATIMs interfaces at the following customer accounts:

- Santa Barbara County Jail, CA
- Columbia County Jail, OR
- San Mateo County Sheriff, CA

COMPUTER / SYSTEM PLATFORM REQUIREMENTS

See TS Architectural Standards

Keefe has reviewed TS Architectural Standards.

SECTION 1 INMATE TRUST ACCOUNT

REQUIREMENTS SPECIFIC TO INMATE TRUST ACCOUNT

- a. The system will allow for a way to see what inmates and their purchases make up the total of the invoice with the purchases for that invoicing period. (a drill down report per inmate).

Please see the below for a sample from an Order Details Drill Down Report.

Agency: CO30017J
 Order Details
 From 8/8/2022 To 8/9/2022
 Booking ID: All

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
75185	08/08/2022	2022000073 16	ANGEL SANTANA	\$28.41	\$1.18	3530	SPICY JALP SQZ CHEESE	\$4.36	1	1	1	1	\$4.36	0	
						6013	CAJUN CHICKEN RAMEN	\$1.17	4	4	4	4	\$4.68	0	
						3358	FROSTED FLAKES	\$6.42	1	1	1	1	\$6.42	0	
						3231	(EA) OATMEAL & CREME SNACK CAKE	\$0.34	2	2	2	2	\$0.68	0	Out of Stock
						6150	KEEFE 10 OZ NACHO CHIPS	\$2.68	2	2	2	2	\$5.36	0	
						6053	CAJUN SHRIMP RAMEN	\$1.17	2	2	2	2	\$2.34	0	
75186	08/08/2022	2022000043 31	RUBEN CASTANEDA	\$17.45	\$1.23	4150	SOUR FRUIT BALLS 4.25OZ	\$1.54	3	3	3	3	\$4.62	0	
						4115	RED LICORICE BITES	\$1.54	2	2	2	2	\$3.08	0	
						4120	ROOT BEER BARRELS	\$1.42	6	6	6	6	\$8.52	0	
75187	08/08/2022	2022000058 71	TRAVIS SIMS	\$31.12	\$1.47	6013	CAJUN CHICKEN RAMEN	\$1.17	1	1	1	1	\$1.17	0	
						4035	REESES PEANUT BUTTER CUPS	\$1.42	2	2	2	2	\$2.84	0	
						4010	SNICKERS BAR	\$1.42	2	2	2	2	\$2.84	0	
						3107	(BOX)SALTINE CRKR 16OZ	\$3.96	1	1	1	1	\$3.96	0	
						6046	CHICKEN RAMEN	\$1.17	1	1	1	1	\$1.17	0	
						6415	SS PEANUT BUTTER	\$0.63	4	4	4	4	\$2.52	0	
						3274	ICED HONEY BUN	\$1.89	1	1	1	1	\$1.89	0	
						4135	JOLLY RANCHERS ASST. 3.7 OZ	\$1.89	1	1	1	1	\$1.89	0	
						6018	TEXAS BEEF RAMEN SOUP	\$1.17	1	1	1	1	\$1.17	0	
						2283	KEEFE COLOMBIAN BLEND	\$5.10	2	2	2	2	\$10.20	0	
						75188	08/08/2022	2022000074 50	SACELLA BERNHARDT-AMBRIZ	\$37.94	\$1.90	2283	KEEFE COLOMBIAN BLEND	\$5.10	1
6048	BEEF RAMEN	\$1.17	1	0	0							0	\$0.00	1	Insufficient Funds
4135	JOLLY RANCHERS ASST. 3.7 OZ	\$1.89	1	1	1							1	\$1.89	0	
						0855	PONYTAIL HOLDER	\$0.47	1	1	1	\$0.47	0		

1

Please also see the following Delivery Batch History Drill Down for an Invoicing Period:

Report

Commissary / Reports / Report

Year: 2022 NULL Quarter: NULL Month: Jul

Batch Type: All Batch Number: NULL Catalog: All

Agency: CO30017J
Catalog: All
Batch Sales

	Sum of Line Amt	Sum of Tax Amt
2022	\$66,797.74	\$3,025.21
Q3	\$66,797.74	\$3,025.21
Jul	\$66,797.74	\$3,025.21
175953-Purchase	\$14,799.28	\$665.22
201800009264-WEBSTER, JEREMY order:72767	\$93.49	\$5.30
1458 XLRG DLX VELCRO SLIP-ON @ \$4.69	\$4.69	\$0.42
2076 10OZ KF COCOA W/CLRPK ZIP @ \$3.37	\$3.37	\$0.13
2283 KEEFE COLOMBIAN BLEND @ \$5.10	\$5.10	\$0.19
2330 6OZ TR PUNCH KOOLAID CLR @ \$2.13	\$2.13	\$0.08
3248 CINNAMON ROLL 4OZ @ \$1.38	\$1.38	\$0.05
3274 ICED HONEY BUN @ \$1.89	\$9.45	\$0.36
4005 BUTTERFINGER_CANDY BAR_1.9 OZ_288/CS @ \$1.38	\$2.76	\$0.23
4010 SNICKERS BAR @ \$1.42	\$5.68	\$0.49
4013 MILKY WAY CANDY BAR @ \$1.42	\$4.26	\$0.35
4035 REESES PEANUT BUTTER CUPS @ \$1.42	\$1.42	\$0.11
4037 HERSHEY'S W/ ALMONDS @ \$1.42	\$1.42	\$0.11
4482 SZ 8 CANVAS DECK SHOES @ \$17.57	\$17.57	\$1.50
6018 TEXAS BEEF RAMEN SOUP @ \$1.17	\$3.51	\$0.13
6026 CHILI RAMEN @ \$1.17	\$7.02	\$0.26
6048 BEEF RAMEN @ \$1.17	\$4.68	\$0.18
6052 HOT & SPICY VEG RAMEN @ \$1.17	\$7.02	\$0.26
6127 PORK RINDS_HOT & SPICY @ \$2.41	\$2.41	\$0.09
6500 PICKLE (HOT) 9.6 OZ @ \$1.18	\$2.36	\$0.09
6700 SV REFRIED BEANS 8OZ @ \$3.63	\$7.26	\$0.27
201900014608-NGENDANDUMWE, JACQUES order:72674	\$34.13	\$1.43
1061 BOARDROOM PAPER PAD @ \$3.12	\$3.12	\$0.26

b. Commissary orders will be completed on a Securus Kiosk Vendor will provide Commissary lists in living areas that only list the approved items available to inmates and indicate the price of each item. This can be done by vendor providing physical copies or allows DSD to print the lists.

c.

Keefe’s proposed menu can be found in **Pricing**.

d. At the point of an inmate’s release from custody, the inmate shall be issued a Debit card (or check circumstantially) for the remaining balance of their account. The debit cards are the preferred methods for releasing inmates from custody.

Please see the following pages for an overview on Release Pay.

Release Pay Overview

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 ReleasePay®

- 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.

Opt-In Approach Overview

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 Money Pass ATM at such convenient locations as Credit Unions, National Banks, 7-Eleven ATMS, and Wal-Mart store ATMs. This debit card allows inmates with or without a bank account access to their money 24 hours a day at ATM locations and Point-of-Sale locations worldwide.

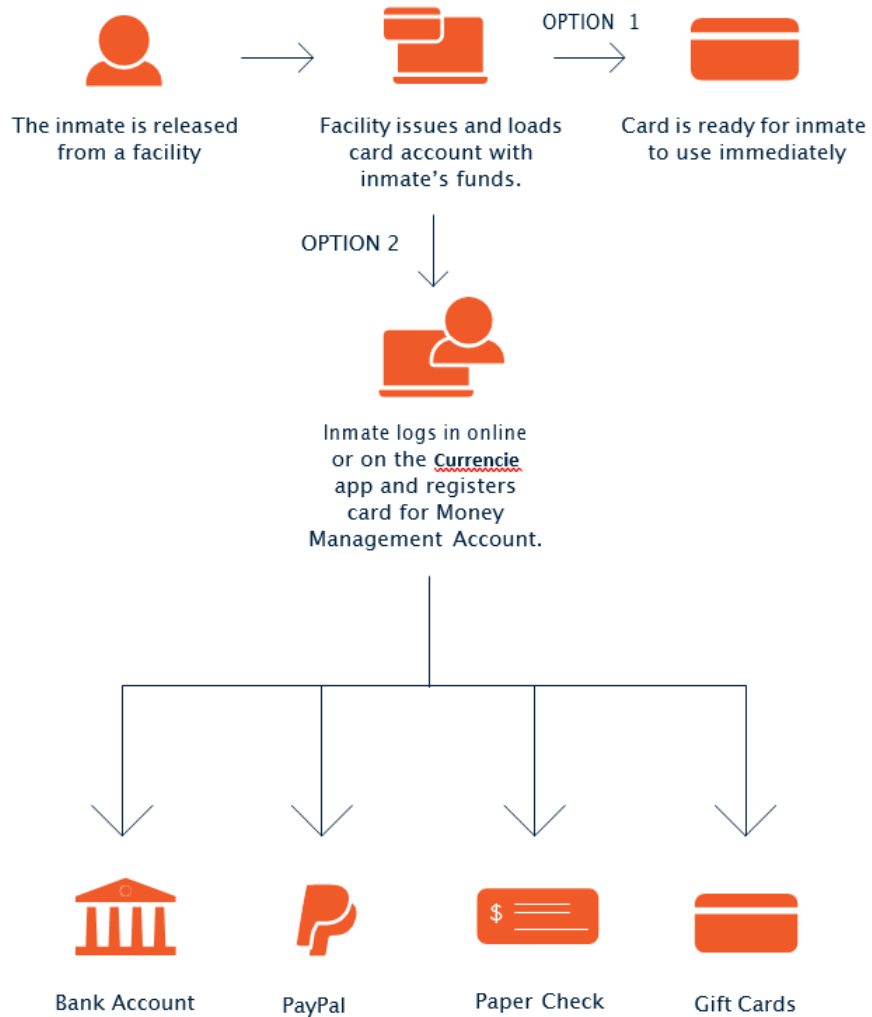
In addition to the Money Pass ATM network, our debit cards also provide the cardholder the ability to remove the total balance of their card for FREE by visiting any financial institution that is a MasterCard principal member and asking for a cash advance for the balance of their card.

Inmates can access their cash for free at Cash Back Point-of-Sale locations anywhere in the world. The facility can load the card with as little as \$0.01 or as much as \$9,700.00. There is no fee to load the card. All funds are on deposit at an FDIC insured bank. Every inmate qualifies for this program and can be issued a debit card regardless of immigration status.

Once the facility loads the inmate's money to the card/account the inmate now has many options to receive their money, including using the card at any MasterCard accepting retailer, receiving cash back after purchase, using an ATM, and visiting a MasterCard sponsored bank all with no fees.

Other options to receive their money include direct deposit to a bank or PayPal account, requesting a check from Rapid Financial Solutions, and purchasing a gift card. All options can be processed through our app, online, or by calling customer service.

There are no fees incurred on the card during the first 100 days of ownership, but 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 incur an inactivity fee. If the inmate realizes that these fees have occurred, they can call customer support and request a refund.



Consumer-Driven Options and Choices



Use your card anywhere MasterCard is accepted for Point of Sale purchases. Swipe your card at checkout and enter your PIN or run as credit.



Use your card to make purchases online. Just enter the card number, expiration date, and security code.



Check your balance and get cash at ATM's. Insert card and follow prompts. *ATM's will charge usage fees.



Go into participating banks to receive cash back off your card.



At a Point of Sale purchase select cash back option to get funds off card FREE of charge.



Transfer money to a bank or PayPal account, or request paper check from ReleasePay.



Change PIN or hear account balance by calling 877-592-1118



Ability to purchase gift cards.



Manage your money and check your account balance through mobile online banking app.



Use your card anywhere you see these logos.

For Customer Service call 1-877-287-2448

Release Pay's Gift Card Program

With ReleasePay's gift card program, inmates have access to over 100 different retailers that participate.



target



Foot Locker



Inmate Release Card Program Fees

Cardholder Fees Associated with the Inmate Release Program

	Charge
Card Activation Fee	FREE
Support Calls Fee	FREE
PIN Change Fee	FREE
Point of Sale (POS) Transactions (PIN & Signature)	FREE
Cash Back Option with POS purchase	FREE
POS Declines	FREE
Card to Bank ACH Transfer****	FREE
Cash Out at any Principal MasterCard Member Institution	FREE
Monthly Maintenance Fee*	\$3.95
ATM Account Inquiry Fee	\$1.50
Inactivity Fee**	\$3.95
Domestic ATM Fees***	\$2.95
ATM Decline for No-nSufficient Funds Fee	\$2.95
International ATM Fees***	\$3.95
ATM Decline International Fee	\$3.95
Replacement of lost or stolen card	\$0.00
Account Closure Fee/Request for Balance by Check	FREE

* 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.

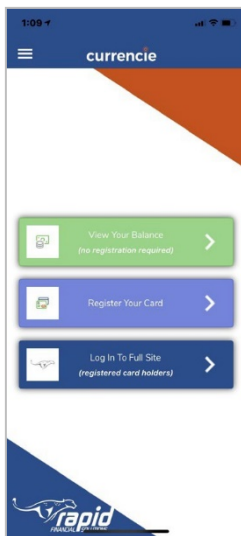
** If after 100 days the card has not been validated (used for a transaction) the card will be charged an inactivity fee of \$3.95 per month. Until the card has been validated (used for a transaction).

***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/> .

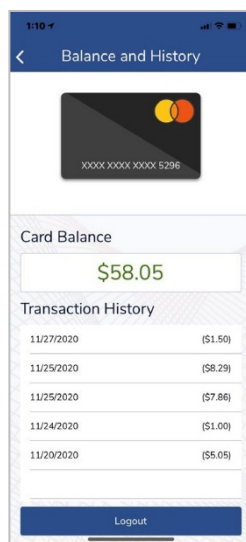
****Returned or rejected ACH transfers for invalid banking information are subject to a \$9.95 returned processing fee.

*****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.accessfreedomcard.com. You will be deemed to have proper notice thirty days (30) after the amendments are posted.

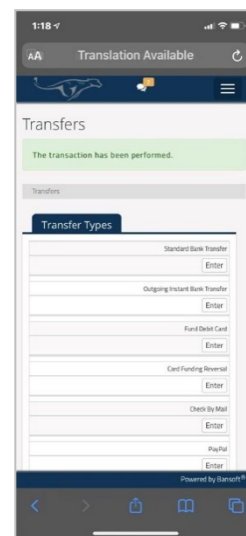
ReleasePay's app, Currencies, is our mobile banking solution allows inmates to manage and monitor their money in real time with features like checking account balances and transferring funds.



Login



Balance



Transfers

ReleasePay's unique card jacket provides security by shielding the card number as well as providing all the instructions for an inmate to successfully gain access to their money in a manner that best suits their lifestyle.

RELEASEPAY
POWERED BY RAPID FINANCIAL SOLUTIONS

with these options to receive your money.

If You Want To Use Your Card:

- Use your card anywhere MasterCard® is accepted.
- Get cash back when you make a debit transaction.
- Download the **currencyc** app to check your balance and transaction history or register for the options below.

Your Card Is Inactive and must be validated. To validate:

- Call 877-287-2448
- Activate online by visiting the website on the back of your card.
- Use the card

If You Do Not Want To Use Your Card:

Register online at the website on the back of your card or through the mobile app to use these options below at no cost.

- Move money to a bank account.
- Send money to PayPal.
- Buy gift cards.
- Request a paper check.

Sample of our card jacket that is provided to the inmate upon release.

Explanation of how an inmate gains access to their money by using the debit card.

Easy to follow instructions on how to activate card.

Other options for the inmate to manage their money if they choose not to use the card.

FEES FOR RELEASEPAY PREPAID CARD

Monthly fee: **\$3.95*** Per purchase: **\$0** ATM withdrawal: **\$2.95** Cash reload: **N/A**

ATM balance inquiry: **\$1.50**
Customer service: **\$0**
Initiation: **\$3.95**

We charge other types of fees. They are:
ATM decline: **\$2.95**
Card replacement: **\$0**

WAYS TO AVOID FEES

Do not use your card goPay at the Pump® at stations. For gas, see the attendant inside and specifying how much you want to spend. Your card may be declined at the pump if you do not have adequate funds, which imposes a decline fee. Know your balance and check your balance online, through the app, or call before using an ATM or making a purchase.

For best success, run your card as credit to avoid potential fees. Use cash advance to remove your entire card balance at no charge by visiting any MasterCard® principal financial institution. You can run your card as debit when you make a transaction and ask for cash back.

Utilize the direct deposit transfer service to send funds from your card to your bank account.

Check your balance online or through customer service before using an ATM to avoid a decline fee.

If your card is rejected at an ATM, never attempt **pull, push, pull, push**. Some ATM providers impose a fee even for declined transactions. The card provider also imposes a fee for declined transactions.

Watch gratuity as some merchants may authorize your card up to 25% more than the transaction to allow for gratuity, which can cause declined transactions and incur a decline fee. Update your temporary PIN before use. Do this by calling 877-287-2448.

To avoid maintenance fees, use your card in a timely manner. See fee table for details.

If you want to split your payment between this card and another form of payment, you must specify to the cashier the amount you would like pay on the card. Be sure you know the balance on your card before you do this kind of transaction.

Information about the fees associated with the ReleasePay card.

Clear ways to avoid fees and how to use your money your way.

Manage Your Money Your Way

Check your balance or change PIN (Personal Identification Number) three different ways:

- Register online at www.ReleasePay.com
- OR-** Download the **currencyc** mobile app
- OR-** Call 877-287-2448

Funds are available immediately once the account has been loaded.

Use your card anywhere MasterCard® is accepted to make purchases.

Or register for more options to use your money such as transfer to a bank, PayPal, gift cards, or a paper check.

Download the **currencyc** App from the App Store or Google Play Store to check your balance and transaction history.

App Store for iOS Google Play Store for Android

NONRESIDENTS WHO BELIEVE THEY HAVE RECEIVED THIS CARD NON-CONSENSUALLY WILL BE CONTACTED TO FULLY REVIEW IF ANY FEES CHARGED TO THE CARD. WE WILL CALL TO CLEAR THEIR FULL BALANCE BY SETTING SACHIN'S PHONE CALLING THE NUMBER ON THE BACK OF THE CARD.

Clear instructions on how to manage your money your way.

ReleasePay's free app, Currencyc, is a great tool for the inmate to manage their money.

Important notice on how a refund can be issued if you received the card non-consensually or incur an inactivity fee.

KIOSK REQUIREMENTS

- e. The vendor shall use the in-place Kiosk system which is provided thru Securus. The vendor shall provide Secured web services interfaces to DSD systems for Inmate Trust purposes.
- f. The number of Kiosks, related Commissary functionality and their locations will be determined by DSD. Kiosk designs must be approved by the Sheriff Department.
- g. The Sheriff Department will potentially require the use of three types of Kiosks (Booking, Housing, Lobby kiosks).

a. Inmate Booking Kiosks:

These kiosks must be capable of receiving U.S. currency from the inmate including bulk coins and bulk bill deposits to be immediately credited to the inmate's account. These kiosks will also have the capability of accepting debit/credit card transactions with photograph capture of the user performing the credit/debit transaction, at the moment of transaction from the inmate to apply funds to the inmate's account. (DSD currently does not have any Booking Kiosks but would like to see solutions on how this would work.)

Intake Kiosks (Deposits from Inmate Possessions – same footprint as Lobby Kiosk with additional bulk cash handling hardware)

Intake Kiosks accept Cash and optionally Credit/Debit deposits from inmate possessions at time of intake and can be directed toward trust or bail. Please see below for a picture and more information on Keefe's Intake Kiosk.

Enclosure

- Rugged 14-gauge metal
- Front door access so kiosk can be placed against the wall
- Cash access separated from computer and display area via different doors & locks
- Slide out components for easy access
- Four adjustable leveling feet

PC\Processor

- Dell 7060 Micro Computer, Intel® Core i5-8500T

Memory/Storage

- 8 GB RAM
- SATA SSD Drive 128 GB HD 2.5"

Network and Connectivity

- 10/100/1000 Ethernet
- Optional 802.11 Wi-Fi
- Multiple USB ports and COM port

Software

- Windows 10

Display

- 15" TFT active matrix LCD XGA (1024 x 768)
- Vandal-proof capacitive touch screen

Security

- High security, extra tough locking system
- Cash box lock

Power

- Optional uninterruptible power supply
- 8-outlet network surge protector
- Heavy-duty 6 ft. cord

Hardware Accessories

- Bulk coin – Up to 20 coins at a time
- Bulk bill acceptor – Up to 1,000 bills
- Video camera
- Dual speakers
- Thermal printers: 3", receipt printer
- Cisco Meraki Z3-HW

Optional Hardware Accessories

- Magnetic stripe credit card reader
- Driver license reader



b. Inmate Housing unit Kiosk access:

The current method that inmates access the Commissary system is via the Securus platform, however, the vendor may be required to install additional housing unit kiosks at Denver Sheriff Department's request.

Prior to utilizing kiosk functionality, the inmate must need to log into the Trust System, and the system must be capable of validating, that an inmate is authorized to access specific functionality i.e., Commissary ordering. The system must validate with the JMS that the inmate has or does not have any restrictions placed on them at the time or ordering. These items and privileges may be tied to specific security, medical alerts, or housing unit restrictions in the JMS.

The Keefe Cloud Edge 2 services and modules review the inmate's eligibility for features and functions of the kiosk at the time the inmate authenticates with Jail ID and PIN.

Upon award of the new contract, Keefe will work with the City/County to address additional equipment needs.

c. Lobby MFK (Multi-Function Kiosk):

This kiosk will be a multipurpose kiosk; they will be used by the general public for adding money to inmate accounts in the form of receiving cash and/or utilizing credit card/debit card for transactions. In addition, the kiosk needs to have the ability to capture photographs of the user performing the credit/debit transaction at the moment of transaction.

Kiosk

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

The kiosk can be used by the general public for adding money to inmate accounts using cash or Mastercard® and Visa® credit / debit cards.

The kiosk captures a photograph of the user performing the transaction at the moment of the transaction. Please see below for more information on the lobby kiosk.



ACCESS SECURE PAYMENTS PROCESSES MANY FINANCIAL OBLIGATIONS!	
Probation & Parole	Court Ordered Payments
Supervision Fees	Child Support
Program Fees	Fees & Fines
Drug Screening	Restitution
Monitoring Fees	

h. All applications that are used on kiosks will be required to communicate via Web Services.

Keefe Lobby and Intake kiosks communicate through the Keefe PCI compliant Card Data Network to Keefe backend money transmitter services.

Keefe Cloud Banking communicates to the money transmitter service through internal web microservices.

Keefe Cloud Edge 2 Services is a secure browser application homed to Keefe's Edge 2 Cloud platform. Edge 2 applications talk to Keefe's hosted backend SQL Server database through internal Keefe micro-services.

- i. The interfaces will be 2-way interfaces to the ATIMs and Securus Kiosks, as well as to the Commissary system for placement of the commissary order.

ATIMs interfaces with Keefe Inmate Data Services (IDS) as illustrated in the Keefe Process Workflow above. Keefe Edge 2 services communicate with Inmate Data Services (IDS) Keefe Edge 2 services are a secure browser application available to Securus and Keefe equipment.

The Edge 2 commissary order entry web pages whether accessed on Securus or Keefe equipment communicate to the Keefe SQL Server backend database via Keefe internal microservices.

- j. The vendor's system shall restrict an inmate's account from being accessed/used if the inmate is not housed in the housing unit that the access is occurring in.

Keefe's Inmate management services map locations to kiosk equipment and disallow mismatch of inmate location and kiosk location. Note that Securus will need to provide its kiosk location information for use in the Keefe access control protocol.

- k. The Trust System will reach out via Web Services to the Commissary system and validate order quantities ordered by the inmate, verify restrictions notated in the JMS, and process the order. If the available quantity of the item that is being ordered is zero, the item shall not be processed for purchase.

Verifying Restrictions

The Keefe Cloud Commissary System reaches out to the Keefe Cloud Banking (Trust) system via web services to validate inmate information and balance. All evaluation of restrictions based on locations, populations, rules are handled by the Commissary system based on inmate information, trust balance, indigence.

Item availability

Unavailable items are published by the Keefe operations staff to the Keefe Commissary application's 'Unavailable Item Rule.' Following scenarios relate to item availability also as illustrated in process workflow above.

Item is set as Unavailable in Commissary Online (Inmate does not get charged for this)

- Before an item is set to Unavailable
 - o Inmate may put the item(s) on their shopping cart
- After an item is set to Unavailable
 - o Inmate does not see the item(s) on the menu
- If previously in Cart
 - o The item is now greyed out and 'Show Limits' reports Unavailable Status
The Item is not set as Unavailable in Commissary Online but is in Fact discovered as Unavailable at Pick Time
- Inmate gets an auto-refund for this

- Inmate sees an auto-credit if item is not marked unavailable but becomes unavailable during warehouse processing (see image below)

Item #	Item	Item Price	Requested	Approved	Total	Denied	Reason	Refund Quantity	Refund Amount	
2016	KF FD COFFEE YELLOW 3OZ	\$3.89	1	1	\$3.89	0				
4135	JOLLY RANCHERS ASST 3.7 OZ	\$1.95	1	1	\$1.95	0				
6150	KEEFE 10 OZ NACHO CHIPS	\$2.89	2	2	\$5.78	0				
2041	FR VAN CAPPUCCINO 8 OZ	\$2.67	1	1	\$2.67	0				
6171	HOT CORN CHIPS	\$3.18	1	1	\$3.18	0				
0002	4OZ CONDITIONER	\$1.13	1	1	\$1.13	0				
6026	CHILI RAMEN	\$0.52	4	4	\$2.08	0				
6510	PICANTE SAUCE - REGULAR	\$2.56	1	1	\$2.56	0				
3530	SPICY JALP 8OZ CHEESE	\$3.40	1	1	\$3.40	0				
3118	WHEAT THINS CRACKERS	\$2.74	1	1	\$2.74	0	Out of Stock	1	\$2.74	
6013	CAJUN CHICKEN RAMEN	\$0.52	3	3	\$1.56	0				
6119	CA ROUND TORTILLA CHIPS	\$2.08	1	1	\$2.08	0				
6415	SS PEANUT BUTTER	\$0.44	1	1	\$0.44	0				
4100	BTERSCOTCH DISCS4.25OZ	\$1.31	1	1	\$1.31	0				
4146	TONGUE TORCHERS	\$1.16	1	1	\$1.16	0				
1015	MANILLA ENVELOPE	\$0.55	2	2	\$1.10	0				
2289	(BX) TEA W/ LEMON DRINK MIX	\$2.35	1	1	\$2.35	0				
2022	10/PK FRUIT PUNCH SS NS	\$1.44	2	2	\$3.28	0				
Sub-Total:						\$42.66	Sales Tax:	\$0.00	Order Total:	\$42.66
Refund Sub-Total:						\$2.74	Refund Sales Tax:	\$0.00	Refund Total:	\$2.74

Date/Time	Accounting Event	Description	Account	Amount
08/18/2022 06:57 AM	Commissary Sale	Commissary Purchase, Order Number: 26700	Trust	\$42.66
08/18/2022 10:48 AM	Commissary Return	Commissary Auto-credit for order: 26700 out of stock items	Trust	\$2.74

- The Trust System must allow for DSD defined special care packages of Commissary items to be built for purchase, for specific events such as holidays, birthdays or any other events DSD deems appropriate. The package items should be purchasable by the inmate's families via the vendors public facing website.

Keefe's E-commerce platform operated under Access Securepak allows for DSD specific kits to be designed and built for specific events such as birthdays, holidays, etc. Access Securepak platform can offer kits and / or individual items for sale to family members and friends for delivery to a specific inmate. All parameters / rules of the program – dollar limits, quantity limits, item selections, item prices, kit prices, ordering frequencies, inmate eligibility, etc. are reviewed with and approved by DSD prior to release on the web platform.

Each program that Access Securepak operates for an Agency is customized to meet that Agency's specific needs.

- The platform provided must be 'expandable' for potential future uses to include items such as:
 - Vendor Supplied Wi-Fi for inmate Tablets
 - Access to inmate educational materials (Programs)
 - Access to approved inmate entertainment (purchased Movies, Games, etc.)
 - Inmate E-Mail
 - Inmate Messages (DSD current system is Kites)
 - Inmate Law Library
 - Inmate Grievance filing (Custody & Medical)
 - Medical appointment requests
 - Direct debit from the inmates' trust account for telecommunication (Video Visitation & Telephone) usage

-
- Inmate Lookup (Self) for court schedule / inmate scheduled events (Visits)

Vendor Supplied Wi-Fi for inmate Tablets

Edge 2 Services are a secure website that navigates Vendor network(s) over Wi-Fi.

Access to inmate educational materials (Programs)

Please check with tablet provider for educational content. Edge 2 Services are compatible at the tablet level, and do not interfere with other tablet content.

Access to approved inmate entertainment (purchased Movies, Games, etc.)

These are typically tablet applications - Edge 2 Services are compatible at the tablet level, and do not interfere with other tablet content.

Inmate E-Mail These are typically phone and media provider applications. Edge 2 Services are compatible at the tablet and kiosk level, and do not interfere with other tablet or kiosk content.

Inmate Messages (DSD current system is Kites).

Keefe Edge 2 Services include a robust grievance / kite system, The Edge Exchange. Edge Exchange may be deployed at the option of the sheriff. Keefe encourages sheriff to take advantage of this strong communication system for kites and grievances.

Inmate Law Library.

Keefe Edge 2 Services includes Law Library services at no additional cost sheriff.

Inmate Grievance filing (Custody & Medical)

Keefe Edge 2 Services include a robust grievance / kite system, The Edge Exchange. Edge Exchange may be deployed at the option of the sheriff. Keefe encourages sheriff to take advantage of this strong communication system for kites and grievances.

Medical appointment requests

Edge 2 Edge Exchange supports request for medical services. Edge Exchange allows medical staff to review requests and reply with appointment text responses, and to export requests into Excel for scheduling.

Direct debit from the inmates' trust account for telecommunication (Video Visitation & Telephone) usage

Keefe Cloud Banking Transaction Services support phone and media vendors who desire to debit inmate accounts in real time for phone and media purchases.

Inmate Lookup (Self) for court schedule / inmate scheduled events

TBD – court website and court schedule lookup subject to specifications from Sheriff for court schedule content – Keefe supports external web site content as a custom development

effort. No estimates provided without firm specifications from sheriff.

n. The vendor shall provide innovative and new Trust and Commissary technology prospects that they feel may benefit the DSD inmate population. E.g., single item sales points, or Wi-Fi for inmate tablets. The vendor will provide 24/7 support with a 2-hour response from the time of notification of kiosk or general system issues, including but not limited to electronics repairs, and general parts replacement and maintenance for all systems provided.

Innovative and new Trust and Commissary technology prospects Keefe Cloud agile development teams deploy changes twice per month. Changes are document in the online 'What's New' knowledgebase. Sheriff may request implementation of any 'What's New' feature as needed.

Please see the following pages for Keefe's Service Level Agreement regarding technical support services.



TRINITY SERVICES
GROUP



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

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

Level 1 – Urgent

- PLEASE NOTE: A phone call to the Support Services department is generally the quickest way to reach someone and explain the severity of the problem you are reporting. Since Urgent tickets generally impact operations of the agency, we prefer a phone call so that we can confirm the severity with you and give you a ticket number immediately. See contact info below for more information.
- Any issue compromising or preventing a facility from performing daily job functions related to commissary and/or inmate banking. Urgent issues are top priority and assigned out accordingly. The assigned Analyst will be responsible for replying to the customer within an hour of receiving the case and will work until the urgent issue has been resolved. Any follow up items stemming from the urgent issue will be handled as standard priority through resolution. Urgent issues include, but are not limited to the following services where the service is unavailable without a workaround:
 - o Sending/Ordering/Processing Commissary orders
 - o Sending/Ordering/Processing Trinity Take Out (TTO) orders
 - o Deposit Services – anything preventing deposit transactions from being applied onto the resident financial account for all inmates at an agency.
 - o Lobby Kiosks – hardware issues preventing family/friends from depositing funds onto the resident financial account
 - o Inmate phone time availability
 - o Direct Link Trust – anything preventing resident outbound calls
 - o Inmate Booking
 - o Inmate Release
 - o Facility server/hardware offline, database failure
 - o Creation of new resident accounts and/or updating existing resident accounts via manual entry or an integration.

Level 2 – Escalated

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

Level 3 – Standard

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

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

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

- 1) KCNHelpdesk@keefegroup.com
 - a. The Support Services email is actively monitored Monday through Friday, 8am – 5pm CST
- 2) 1.800.864.5986
 - a. The toll free phone number is available 24 / 7 / 365
 - b. During business hours, Analysts are available to assist customers Monday through Friday, 6am – 7pm CST.
 - c. On weekends, and outside of above mentioned business hours, on-call Analysts are available to assist customers. Customers will call the toll free number and be asked to leave a voicemail. An on-call Analyst will call the customer back within 30 minutes of them leaving a voicemail.

Escalation Path: If you are unable to reach the Analyst assigned to your case, you are not contacted in the defined timeframes, or feel that you need to escalate the situation, please send an email to the Support Services escalation address escalations@keefegroup.com. A member from the Management Team will be in contact with you as soon as possible. If it's afterhours, the quickest way to escalate would be to call our toll free number 1.800.864.5986 to engage the support team, and if needed ask to speak with a manager.

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

Tier 1 Support -

- Shohn Lorenz (slorenz@keefegroup.com) - IT Manager for the Tier 1 support team
- Tier 1 team handles all incoming incidents for Keefe and Trinity phones and email submissions

Tier 2 Support -

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

Senior Management -

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

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Keefe Commissary Network • Keefe Group • Trinity Services Group

If the vendor's system fails to meet an expected service level "up time" of 99.995% guaranteed in a calendar month, the City shall be entitled to receive a credit of 5% against the proposer's commission on the following billing cycle.

Keefe will work with the City/County to provide optimum uptime, outside of scheduled maintenance and upgrades. Keefe does not agree to provide compensation to the City/County for uptime.

The vendor will provide a means of toll-free dial-up and internet accessibility for customers to place funds on inmate accounts. These transactions must be able to be posted in real-time to existing inmate accounting system.

Please see Keefe's Service Level Statement below

Keefe Cloud Service Level Statement

Overview

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

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

Development and Infrastructure

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

Systems Support

- Remote support is staffed 24x7, including on call staff during nights, weekends and holidays.
- Incidents opened with the 24/7 Help Desk provide the following service level **First Contact**

Timeframes

Standard - 4 Hours
Escalated - 2 hours
Urgent - 1 Hour

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

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

Keefe Cloud Service Level Statement

On-Premise Equipment

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

Intake and Lobby Kiosks

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

Vending machines

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

Edge Kiosks

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

Remuneration

These service levels do not include compensatory remuneration. Our track record and ongoing commitment to integrity acknowledge your needs as foremost in our daily activities and long-term plans.

Kiosks will need to be available in multiple languages for inmates to order items in. Languages include but not limited to Spanish, Chinese, Vietnamese, French, German, Japanese, Korean.

Keefe's kiosks currently have the following supported languages: English, Spanish, and Haitian Creole.

TRUST SYSTEM

The vendor's system must support Cash intake, credit/debit card transactions and inventory control on commissary stores.

Please see Keefe's Process Workflow for intake automation, dash drawer management, and stock-out management

The vendor's system must be comprised of an end-to-end Trust Accounting module.

Please see features of Keefe Cloud compared to current Keefe KeepTrak system deployed at sheriff:

Features	Keefe Cloud	Keefe Legacy
Access From Your Chrome or Edge Browser	Yes	Yes
No Servers at Your Site – Applications Hosted At Https://Keefe.Cloud	Yes	No
No Additional Software Required on Your Computer	Yes	No
Heightened Security for Your Log-In	Yes	No
Single Sign-On from Your Work Account	Yes	No
Sign-On Security for Users and Passwords Enforced By Your County or State	Yes	No
Easy Search for Inmate Accounts	Yes	Yes
Last Name, Id, Active, Inactive	Yes	Yes
Paginated Search Results Displaying Balances And Dob	Yes	Yes
Separate Sub-Accounts Per Inmate User-Definable, Customizable	Yes	No
Track Spending Money Separately from Debts, Bonding, And Other Accounts Such as Savings, Payroll, Or Pre-Paid Phone	Yes	No

Easy Access to Useful Features from The Inmate Management Page	Yes	Yes
Court Obligations Management	Yes	No
Schedules Review Automated Transaction Events	Yes	Yes
Commissary Order History	Yes	No
Full Lineup of User Defined Transaction Types	Yes	Yes
Deposits, Withdrawals	Yes	Yes
Collectible Debts, Automatic Prioritized Debt Collection Rules	Yes	Yes
Transfers, Abandoned Funds, Individual And Group Checks,	Yes	Yes
Cash Drawer Workflow	Yes	Yes
Bank Reconciling Items	Yes	Yes
User Defined Transaction Tags for Collecting Additional Information About the Transaction	Yes	No
Dynamic Online Audit Trail for All Transactions	Yes	Yes
Transaction History Review Hot Links To Associated Accounts and Transactions	Yes	Yes
Printable Audit Trail Report for Any Transaction	Yes	Yes
Account Locks	Yes	Yes
User Defined Financial Restrictions With Expiration Date and Supervisor Override	Yes	Yes
Notes	Yes	Yes
Open Text Entry for Documenting Additional Information About an Inmate Account	Yes	Yes
Expanded Inmate Classification Capability	Yes	Yes
User Defined Fields for Tracking Security Classifications, Dietary Constraints, Exemptions, Custody Type	Yes	Yes
Release Workflow	Yes	Yes
Automated Pre-Defined Account Settlement Rules	Yes	Yes
Choice Of Disbursements Cash, Check, Debit Card, Bond-Out, Group Transfer, Or Split Disbursement (When Using Two Or More of These in Combination).	Yes	Yes
Inmate Property Inventory	Yes	No
Describe And Record Inmate Property at Intake	Yes	Yes
Review, Audit, Release Inmate Property	Yes	Yes
Customizable Reports	Yes	Yes
Receipts, Releases	Yes	Yes
Balances	Yes	Yes

Deposit And Withdrawal Review	Yes	Yes
Outstanding Debts Receivable	Yes	Yes
Indigence Review	Yes	Yes
Ad Hoc Exports	Yes	No
Report On Inmate Status, Location, Balances, Obligations, And Transactions. Choose From More Than Than 50 Columns, And More Than 20 Row Filters in Excel	Yes	No
Rapid Entry in Preview Mode	Yes	Yes
Transaction Batches – Rapid Lookup, Transaction Grouping, Links to Accounts Payable	Yes	No
Group Receipt Printing, Group Transaction Reporting	Yes	Yes
Bank Reconciliation	Yes	Yes
Quick Identification of Cleared Items	Yes	Yes
Bank-To-Book Auto-Calculated Bank Rec Summary	Yes	Yes
Convenient Reconciling Entries	Yes	Yes
Real Time General Ledger	Yes	Yes
Classified Balance Sheet Navigation	Yes	No
Quick Reporting and Audit	Yes	Yes
Accounts Payable	Yes	No
Organize Payments to Vendors & Government Agencies	Yes	No
Disburse Accruals by Fiscal Period	Yes	No
Produce Detailed Disbursement Advice	Yes	No
Advanced Bank Transaction Search	Yes	Yes
Use Multiple Search Criteria to Find Bank Entries Of Interest.	Yes	Yes
Easy Reporting on Search Results	Yes	Yes
Financial Statement Reporting	Yes	Yes
Classified Balance Sheet	Yes	Yes
Trial Balance	Yes	Yes
Selective GI Account Time-Period Activity	Yes	Yes
Debt Collection Results	Yes	Yes
Ad Hoc Exports	Yes	No
Online Deposit Reporting	Yes	Yes
Bank Transfers	Yes	Yes
Depositor Information	Yes	Yes
Link Analysis – See Relationships Between Depositors And Recipients	Yes	Yes
Advanced Population-Based Purchasing Restrictions	Yes	No
Define Inmate Populations Based on Location, Gender, Classification, Diet, Privilege Level, Sanction, etc.	Yes	Yes

Define Categories (Tags) To Group Items In Restriction Bundles	Yes	Yes
Set Restrictions for Shopping Privileges (Frequency, Spending Limit)	Yes	Yes
Set Restrictions Per Product or Product Category (Tag) (Qty, Timespan)	Yes	Yes
Multiple Modes for Commissary Purchases	Yes	Yes
Kiosk/Tablet	Yes	Yes
Phone	Yes	Yes
Scantron	Yes	Yes
Walkup (Concession)	Yes	Yes
Mobile Cart	Yes	Yes
Vending	Yes	Yes
Real Time Direct Debit from Inmate Account When Item Vends	Yes	Yes
Cloud Based Vending Audit/Refill/Planogram Service	Yes	Yes
Direct Manual Entry	Yes	Yes
Trinity Take-Out (Hot Meals Kitchen Service)	Yes	Yes
Securepak – Family Purchases	Yes	Yes
Smart Purchasing from Multiple Inmate Sub-Accounts	Yes	No
Designate Priority Sub-Accounts Such as Store Credits, Gift Accounts, To Be Used for Commissary Purchases In Addition to The Primary Spending Account	Yes	No
Review And Dispatch Commissary Orders	Yes	Yes
Design Automatic Commissary Order Restrictions And Privileges	Yes	Yes
Create Itemized Commissary Refunds	Yes	Yes
Auto-Credit for Out of Stock	Yes	No
System-Generated Credits Based on Fulfillment Outcomes At Keefe Warehouse	Yes	No
Indigent Assessment and Indigent Sales	Yes	Yes
Automatic Financial Assessment Over Time, Balance, Transaction Activity	Yes	Yes
Separate Catalog, Billing Structure	Yes	Yes
Financial Accounting for Indigent Accounts Payable Payment to Vendor / Accounts Receivable Reimbursement from County (Welfare, Other)	Yes	Yes
Bill-Pay Auto-Reconcile	Yes	No
Select Delivery Batches to Auto-Reconcile With Inmate Receipts	Yes	No
Auto-Create Reconciled Accounts Payable Payment Batch(Es) For Disbursement	Yes	No

Option To Create Split Disbursement for Keefe / Tax / Commission	Yes	No
Report Sales by Delivery Batch, Category, And Inmate Receipt Details	Yes	Yes
In-Line and Drill Down (Retrospective) Reporting With Advanced Filters	Yes	No
Immediate Export to Adobe, Excel	Yes	Yes
Grievance Process – Judgment / Appeal Case Numbers and Case History	Yes	No
Request / Grievance Initiate by Category	Yes	No
Request/Grievance Officer Initiate	Yes	No
Request/Grievance – Previewer – Previewer Can Resolve Or Dispatch (Release) To Specialist Group	Yes	No
Data Conversion	Yes	Yes
Personal Information – Ids, Names, Locations	Yes	Yes
Closing Balances from Spending and Savings Accounts	Yes	Yes
Unpaid Debts	Yes	Yes
Uncleared Checks	Yes	Yes
Inmate Account Statements in Adobe Format	Yes	Yes
Interfaces With Partner Systems	Yes	Yes
Inmate Information – JMS/Oms	Yes	Yes
Web Services – Real Time	Yes	Yes
File Exchange – Scheduled	Yes	Yes
Phone Services	Yes	Yes
Phone Time Purchases and Refunds Web Services – Real Time	Yes	Yes
Phone Time Purchased Via Commissary – Scheduled By Staff User	Yes	Yes
Refunds At Release – Web Services – Real Time	Yes	Yes
Inventory Management – Customer Manages Inventory	No – Keefe Owns/ Manages Inventory	Yes
Purchase Orders-Creating A Purchase Order-Receiving A Purchase Order	No	Yes
Transfers-Creating A Transfer-Pulling A Transfer-Receiving A Transfer	No	Yes
Adjust Inventory-Printing Cycle Count Reports-Adjusting Inventory	No	Yes
Pick Areas-Organizing Pick Areas-Adding Vendor Items (For Items Not Preloaded) - Update Retail Price	No	Yes
New Commissary Items-Adding Vendor Items-Adding Warehouse Items-Adding Commissary Items-Adding Kiosk Items	No	Yes

Remove Commissary Items-Deleting Associated Items - Deleting Store Items- Deleting Vendor Items-Hiding Out Of Stock Items	No	Yes
Creating Purchase Orders	No	Yes
Creating Po from Pa	No	Yes
Receiving From Po	No	Yes
Receiving Purchase Orders	No	Yes
Inventory Adjustments	No	Yes
Manual Sales	No	Yes
Point-Of-Sale Orders-Accessing Commissary-Processing an Order With A Hand Scanner-Processing Orders Without A Scanner-Send Orders to Warehouse	No	Yes
Cycle Counts	No	Yes
Year-End Inventory	No	Yes
Commissary Restrictions	No	Yes
Commissary Order Submission	No	Yes
Order Fulfillment	No	Yes
Order Verification	No	Yes
Commissary Refunds	No	Yes
Sales And Usage Reporting	No	Yes
Vending Planogram	No	Yes
Vending Refill Status	No	Yes
Vending Machine Sales	No	Yes

The vendor's system must process inmate purchases in real-time via direct debits and credits to individual inmate trust accounts.

This is a native feature of both Keefe KeepTrak Legacy and Keefe Cloud

The vendor's system must maintain an up-to-date inventory count of individual items to sell from the Commissary system, and not allow for items to be purchased if the Commissary system does not reflect having adequate inventory to support the sale.

Item availability

Unavailable items are published by the Keefe operations staff to the Keefe Commissary application's 'Unavailable Item Rule.' The following scenarios relate to item availability also as illustrated in Keefe's Process Workflow on.

Item is set as Unavailable in Commissary Online (Inmate does not get charged for this)

- Before an item is set to Unavailable
 - o Inmate may put the item(s) on their shopping cart
- After an item is set to Unavailable
 - o Inmate does not see the item(s) on the menu
- If previously in Cart
 - o The item is now greyed out and 'Show Limits' reports Unavailable Status

The Item is not set as Unavailable in Commissary Online but is in Fact discovered as Unavailable at

Pick Time

- Inmate gets an auto-refund for this
 - o Inmate sees an auto-credit if item is not marked unavailable but becomes unavailable during warehouse processing

The vendor's system must allow for items not carried by the Commissary to be added to the Trust system for sale to the inmates at the agencies discretion.

Keefe Cloud supports 'site items' added by Sheriff's department.

The vendor's system must allow for the immediate preparation of financial statements at any time and establish a clear audit trail of both dollars and goods through electronic documentation of every transaction and the immediate preparation of financial statements.

Cloud Banking complies with this requirement.

The vendor's system must be configurable to match current DSD trust and Commissary practices to include the ability to merge a temporary inmate identification number to a permanent number once the identity of the inmate is realized

Keefe Cloud Banking complies with this requirement.

The system must allow for multiple trust and Commissary workstations.

Keefe Cloud Staff Portal complies with this requirement.

During a trust transaction, the system must perform real-time checks to confirm that inmate alerts are checked in the JMS for noted dietary/medical restrictions. And inmate balances and spending limits allow the transaction to proceed. This confirmation must occur on an item-by-item basis.

Keefe Cloud Commissary complies with this requirement.

The vendor's software must be able to track individual transactions and specific sales to a specific inmate and be able to track those inmates on restrictions, preventing non-allowed sales, and be able to validate disallowed items based on the inmates' medical condition, known as alerts in the JMS.

Keefe Cloud Commissary complies with this requirement.

Upon the inmate creating a Commissary order, the system must post to both the Trust and Commissary general ledgers and produce e-receipts for inmates.

Keefe Cloud Commissary complies with this requirement.

The system must process inmate returns as reversals/credits of the original sale postings.

Keefe Cloud Commissary complies with this requirement.

The system must allow for the cancellation of unfilled Commissary orders when inmates are transferred or released and place the returned items value(s) back to the inmate's trust account.

Keefe Cloud Commissary complies with this requirement.

The system must maintain a complete historical record of inmate purchases and returns, available as an inquiry. The DSD will be able to review these records anytime throughout the awarded period and ten (10) year after the award period.

Keefe Cloud Commissary complies with this requirement.

The system must provide integrated accounting applications to support comprehensive reporting and support for audit purposes.

Keefe Cloud Commissary complies with this requirement.

The system must provide full double entry accounting in the Commissary module to maintain a stringent audit trail and allow instant production of financial reports.

Keefe Cloud Commissary complies with this requirement.

The system must allow the Commissary general ledger to be customized to track income and expenses at any level of detail.

Keefe Cloud Commissary complies with this requirement.

The system must track Commissary profit or loss through a retained earnings account.

Keefe Cloud Banking complies with this requirement.

The system must have screens for balancing and reconciling accounts.

Keefe Cloud Banking complies with this requirement.

The system must facilitate the reconciliation of Trust records and the preparation of financial reports as required by City and Trust practices. These include:

- Trial Balance
- Cash Balance Breakdown
- Breakdown of items sold during a time period
-

Keefe Cloud Banking complies with this requirement.

To confirm the accuracy of records, the system must record the reconciliation of a month end Inmate Trust bank balance to a Bank Statement.

Keefe Cloud Banking complies with this requirement.

The system must have a mechanism for officially closing a month through a trust Month End Report. Transactions for that month must be summarized and retained on file electronically.

Keefe Cloud Banking complies with this requirement.

At the end of each fiscal year, the system must allow all Commissary Income statement accounts to be closed out for the start of the next year. The City's fiscal year is January 1 – December 31.

Keefe Cloud Banking complies with this requirement.

The system must keep vendor records to include business name, ordering and billing addresses, account and shipping terms, minimum and maximum purchase amounts, and names of contacts.

Keefe's Oracle Billing System complies with this requirement.

The system must maintain the following information on each stock item: name, category, identifier (bar-code number, etc.), reorder point, selling price, taxes, packing container and quantities on-hand, maximum quantity per sale, minimum age, and indigent status/eligibility (as definable by the agency). As well as be able to identify who purchased the products.

Keefe's Oracle Fulfillment System complies with this requirement.

The system must enforce user-definable maximum-quantity-per-sale and have an agency definable 'time between sales' type restrictions on each item.

Keefe Cloud Commissary complies with this requirement.

The system must be able to generate checks to vendors or accounts for invoices.

Keefe Cloud Banking complies with this requirement.

B.1.b INMATE TRUST ACCOUNTING

- a. Trust/Commissary accounts must be automatically created for inmates upon intake at any of the Denver Sheriff facilities via interface with the existing JMS system. If historical accounts exist, the system needs to be able to merge the new booking instance with the old account once the inmates Identity is confirmed.

Keefe Cloud Inmate Data Services and Banking both comply with this requirement.

- b. The system must be able to keep record and track basic inmate information (per inmate) such as but not limited to, Inmate's Name, date of birth, State Identification Number (SID), Booking Number, (Denver Police Department Number (DPD), or Temporary ID# and housing location that change frequently, and upcoming court dates and scheduled visitation.

Keefe Cloud Inmate Data Services and Banking both comply with this requirement.

- c. The system must include a transaction-based accounting system to facilitate the tracking of all monies received and disbursed for each inmate. The system must maintain a record of all debit and credit transactions.

Keefe Cloud Banking complies with this requirement.

- d. Security must be provided to prohibit personnel from manipulating inmate accounts without proper authorization. System security must allow the City's System Administrator to guarantee that financial information is confidential, with access restricted on a need-to-know basis.

Keefe Cloud Security Management Role Based Access Controls complies with this requirement.

- e. It is intended that payment to the vendor shall be made by the Inmate Welfare Fund after the net 30 terms are met.
- f. There will be no costs to the City for any part of this proposed agreement. All payments for Commissary items will be made by the Trust. The system must have the capability to place an automatic deduction of inmate funds at the time the trust account is created to accommodate a processing fee, deductions must be able to be configured in a prioritized manner by a system administrator. This fee will be retained if the inmate is convicted (whether or not the inmate is in custody) or refunded to the inmate's trust account if the inmate is

not convicted. A complete audit trail of this function is mandatory.

- g. The system must allow reversals of transactions unless a check has been generated, in which case the system must allow voiding checks.

Keefe Cloud Banking complies with this requirement.

- h. Corrections to misapplied funds should be supported. Any corrective action to an account requires appropriate double entries and supervisory intervention.

Keefe Cloud Banking complies with this requirement.

- i. The Trust Accounting module must provide a full double-entry accounting package for administering trust moneys from booking through release.

Keefe Cloud Banking complies with this requirement.

- j. The system must administer all trust moneys, electronically processing receipts and disbursements of funds, wage earnings and commissary purchases.

Keefe Cloud Banking complies with this requirement.

- k. Inmate trust accounts must be divisible into sub-accounts to reflect the different ways in which inmates may accumulate funds or debts.

Keefe Cloud Banking complies with this requirement.

- l. The system must distinguish between current funds (available for spending) or holds (reserved for a specific purpose). The system must allow for money orders/checks to be placed on hold for a defined period of time.

Keefe Cloud Banking complies with this requirement.

- m. Institutional costs such as postage, room and board (work release), inmate processing fees, transportation fees, newspaper subscriptions, etc. must be billable by the system to the trust account.

Keefe Cloud Banking complies with this requirement.

- n. It must be possible to determine the status of any trust account at any time in real time.

Keefe Cloud Banking complies with this requirement.

- o. Electronic documents must be generated and stored against the inmate's record for every transaction.

Keefe Cloud Banking complies with this requirement.

- p. Statements must be available to be printed on an "as needed" basis and distributed to inmates.

Keefe Cloud Banking complies with this requirement.

-
- q. All moneys received each day for deposit into trust accounts must be held in a Funds on Hand general ledger receipt account. The balance of this account must equal the cash receipts for that day. At the end of each day, these moneys must be cleared (transferred) from Funds on Hand to the bank account.

Keefe Cloud Cash Drawer Management and Online Deposits both comply with this requirement.

- r. The system must provide for various methods of disbursement of inmate funds: i.e., Release debit cards (Pin based) functionality and check-generation capability as well as the ability to EFT (Electronic Funds Transfer) to various agencies as they come available.

Keefe Cloud Banking complies with this requirement.

- s. The system must verify the validity and accuracy of account balances on a daily basis to guarantee the integrity of the system. Cash drawer(s) and receipts must be reconciled and cleared to the bank each shift.

Keefe Cloud Banking and Cash Drawer Management both comply with this requirement.

- t. The system must incorporate procedures to reduce the likelihood of error and provide for early detection of errors that do occur.

Keefe Cloud Banking Transaction Batches complies with this requirement.

- u. The system must allow an inmate's funds and balances to easily be accessed electronically between multiple facilities.

Keefe Cloud Banking complies with this requirement.

- v. When the inmate is released, the system must allow the write off of outstanding transactions to the inmate's account to be quickly posted and the account closed if necessary.

Keefe Cloud Banking complies with this requirement.

- w. The system must automatically post all trust accounts to a chart of accounts. Month-end and year- end closing values must be tracked for all accounts.

Keefe Cloud Banking complies with this requirement as well as Keefe Cloud Accounts Payables organized fiscal period accrual processing.

- x. The system must allow adjustments between two trust accounts or between one trust account and one general ledger account, or between general ledger accounts.

Keefe Cloud Banking complies with this requirement.

- y. The system must maintain a log of checks and debit cards issued.

Keefe Cloud Banking complies with this requirement.

-
- z. The system must include pre-defined standard accounting reports.

Keefe Cloud Banking complies with this requirement.

- aa. The system must track month-end and year-end closing values for every general ledger account. At month end and year end, the validity and accuracy of ending account balances must be checked by the preparation and review of financial reports.

Keefe Cloud Banking complies with this requirement.

- bb. The Commissary/Trust Accounting system must have full routines for account reconciliation (reconciling the month end balance of a number of accounts to secondary sources), month end closing, financial reporting for audit (financial statements prepared, and signed off), and year end closing.

Keefe Cloud Banking complies with this requirement.

- cc. The system must provide an audit trail through electronic documentation of every transaction and immediate preparation of financial statements as needed. This documentation should also be able to be generated to a variety of formats such as Excel, or .PDF format, or hard copy print.

Keefe Cloud Banking complies with this requirement.

- dd. The system must provide a range of standard auditing reports including detailed summaries of daily transactions with adjustments, a month end closing routine and report, and a yearend closing routine and report.

Keefe Cloud Banking complies with this requirement.

- ee. The system must perform all transaction postings in real time (at the time the transaction takes place).

Keefe Cloud Banking complies with this requirement.

- ff. The system must allow the correction of posting errors with corresponding entries in the audit trail to maintain an accurate description of system activity.

Keefe Cloud Banking complies with this requirement.

- gg. The system must allow for inmates to be released with an active debit.

Keefe Cloud Banking complies with this requirement.

- hh. Where necessary, the system must allow trust accounts to be accessed after an inmate has been released, to process transactions.

Keefe Cloud Banking complies with this requirement.

- ii. For offenses within the facilities the system must allow fines to be set up as an inmate obligation to be withheld from trust account receipts. Additionally, the system must allow for a reversal if the inmate files an appeal and the appeal is granted.

Keefe Cloud Banking complies with this requirement.

- jj. The system must allow deductions from inmate accounts for restitution, child support and other non-institutional fines.

Keefe Cloud Banking complies with this requirement.

- kk. The system must be capable of charging inmates for medical treatment as determined by the medical staff.

Keefe Cloud Banking complies with this requirement.

- ll. The system must bring from the current vendors system (Keefe Group) all inmates accounts, balances, and transaction histories regardless of active or inactive status.

Keefe Cloud Migration Tool complies with this requirement.

- mm. The system must allow for Batch type transactions to post to the inmate's accounts.

Keefe Cloud Banking Transaction Batches complies with this requirement.

- nn. The system must have a comments field for notes related to the inmates' accounts.

Keefe Cloud Banking complies with this requirement.

- oo. The system must allow the merging and un-merging of inmates Trust accounts by their UID (Unique Identifier(s)), this may include transactions such as merging and unmerging any combination of the following, SID#, Booking instance#, DPD#, or Temporary ID#. DSD is looking to phase out the Temporary ID# during the life the awarded contract.

Keefe Cloud Banking complies with this requirement.

- pp. The system must allow for the voiding of any transaction including but not limited to, Debits, credits, and purchases.

Keefe Cloud Banking complies with this requirement.

B.1.c ACCOUNTING SYSTEM RELATED INFORMATION

- a. Accounts. There will be one account per inmate.

Keefe Cloud Banking complies with this requirement.

- b. Transactions. There are currently 4 types of transactions:

- Deposits,
- Release,
- Money Release Transactions and
- Debt Recovery

Debt Recovery includes but is not limited to medical fees, newspaper subscriptions, lost identification cards, miscellaneous deductions (e.g., damaged jail property), Board

Bill (Work Release fee), Urinalysis fees, postage etc.

Keefe Cloud Banking complies with this requirement.

- c. Staff Usage. The estimated amount of concurrent system users includes 15 booking and releasing officers and 3 accounting staff. Since the Sheriff Department utilizes rotating Staff assignments, the system must allow for an unlimited amount of separate account log-ons.

Keefe Cloud Security complies with this requirement.

- d. The vendor should describe how their system handles the reconciliation process, using industry standard practices.
- Daily and Monthly Transactions. The City maintain an average inmate population of 1630, and currently there are approximately:
 - 800 intakes per month
 - 100 money orders added to accounts per month
 - 700 releases of money per month
 - 20 newspaper subscriptions per month
 - several hundred medical transactions per month
 - 30 Urine Analysis per day.

Keefe has supplied commissary and trust fund accounting to Denver County Sheriff's Department since 2006. Keefe relates its 16-year history of handling inmate population and transaction levels as follows:

Service began in October 2006 with:

Data Migration	Migration of over 53,000 active and inactive accounts, including over 495,000 transaction history records (including unpaid debts) from the prior Canteen system
Interface to Sheriff JMS	REACHOUT capture service deployed to automatically scan for, read, and apply Sheriff JMS roster and/or deposit files – currently supporting ATIMS data exchange
Scantron and Kiosk Order Automation	100,000 Scantron orders processed from 2006 through 2013. 516,000 kiosk orders processed from 2006 to date
Cash Drawer Management	Complete Cash audit trail with graduated levels of authority. Over 75,000 cash drawer sessions completed by Sheriff to date
Check-Writing	Over 250,000 withdrawal checks and thousands of checks to govt and vendors to date
Bank Reconciliation and Positive Pay	Support for initial bank and conversion to US Bank with over 200 completed Bank Reconciliations online and viewable to date. Positive Pay issue files communicated to US Bank on a daily basis
Debt Charges including processing fees and automated debt collection	Over 840,000 debt charge transactions totaling more than \$18 Million including processing fees, medical, BBP, and Urinalysis. Automatic collection to date of over \$9 Million of debt assessed by sheriff
JPAY online deposit services	Deposit automation for over 82,000 deposits for more than \$4.6 Million to inmate accounts from 2006 through 2010

During the sixteen years of service, Keefe and Sheriff have partnered in a number of enhancements:

Jun-10	Replacement of JPAY online deposit services with Keefe Access Corrections online deposit services. Over 385,000 online deposits posted for over \$24 Million to inmate accounts from June 2010 to date
May-13	Addition of Ace Cash Express walkup services for public deposits to Inmate accounts at convenience stores
Oct-13	Introduction of Securepak family package service
Dec-21	Edge Services on Securus Kiosks
Jun-22	Secure Release Debit Card Service

- e. Positive Pay. The vendor’s system must have an automated method for transmitting files electronically on a regular basis that can be as frequent as once per half hour to a positive pay system at a designated bank. U.S. Bank is currently utilized.

Keefe Cloud Banking complies with this requirement.

- f. Inmate Requests. Inmates can request account information. Requests are made on an individual basis and are handled by the Accounting Section. The Accounting section should then be able to produce requested account reports. This should also be available to the inmate on their self-profile via the web interface on the kiosk.

Keefe Cloud Banking complies with this requirement.

Keefe Edge 2 Services – Transaction History also complies with this requirement.

- g. Reports. The vendor’s system shall have the ability to easily allow for importation of report data into any common format, i.e., Microsoft Excel, Microsoft Word. The vendor must match at a minimum the current report types that the DSD uses.

Keefe Cloud Banking complies with this requirement. (Excel, PDF)

Keefe Cloud Commissary complies with this requirement. (Excel, PDF, Word)

SECTION 2 - COMMISSARY

B.1.d REQUIREMENTS SPECIFIC TO COMMISSARY

- a. The vendor will supply Commissary order platform that will work on a Securus Kiosk.

Keefe Edge 2 Services comply with this requirement.

- b. Commissary orders will be placed on Monday through Thursday, or as required by the Denver Sheriff Department, with individually packaged orders delivered the next day. The schedule is subject to change as the Denver Sheriff Department facilities change.

As the current commissary provider, Keefe delivers and hands out packages on Monday, Tuesday (City), Wednesday (City and County) Thursday (County).

- c. The vendor shall supply the DSD with 100 ADA Compliant menus or the ability to print the menus from the system. The DSD shall approve the type of laminate and color of menu prior to printing. The menus should have a disclaimer that prices are subject to change. These forms will

be used in case the system is not operational for inmates to place their orders.

- d. The vendor and a representative from the DSD will meet and agree upon the items that will be carried on the commissary menu. After initial agreement, no items may be offered without express written permission by the DSD appointed representative, who at any time, may regulate commissary items for the agency.

B.1.e COMMISSARY PRODUCT & ORDERING

- a. The vendor shall be responsible for checking expiration dates on items. Items expiring within two weeks of delivery or already expired items shall not be sold. Additionally, items needing refrigeration after opening shall not be sold.
- b. Vendor shall be required to notify DSD of any manufacturer's recalls regarding items ordered. The Vendor shall contact DSD by phone within two hours of notification by the manufacturer and shall follow-up in writing within twenty-four (24) hours.

For all Class I cases as identified below. All other cases will be handled as noted in the document below.

Exhibit B
Withdrawal/Recall Procedures

If the withdrawal or recall is deemed a Health Hazard, this information will be sent to a Keefe Group Officer within four hours.

- i. Plant key personnel contact information
- ii. Quantity of the product produced, date of production and all lot codes involved
- iii. Distribution Centers that are impacted
- iv. All quality assurance and production records pertaining to the affected item
- v. Disposition of affected product

In the event of a product withdrawal or recall directed by the FDA and/or USDA, the following information will be needed from the supplier within 12 hours:
FDA/USDA- For products produced in FDA and/or USDA facilities, the supplier will notify the customer (Keefe) of any mandated recall as directed by either agency. The notification should be communicated from the supplier in a written document containing the following information.

Press Release(s) from supplier

- i. **Establishment** – The name and address of the firm with points of contact for recall information as appropriate (e.g., Compliance/Recall Coordinator, Recall Management, Media Inquiries, Consumer Inquiries, website) and phone or fax number(s);
- ii. **Product Recalled** – Exact and complete description of the specific product(s) recalled;
- iii. **Production Dates/ID Codes** – Specific identifying codes or marks on the packages; specific dates of production including plant codes, sell-by dates, expiration dates;
- iv. **Quantity Recalled** – The product quantity recalled (required for USDA regulated products);
- v. **Recall Classification** –the USDA and/or FDA will assess the public health concern or hazard presented by a product in question, being recalled, or considered for recall.
- vi. **Root Cause** – Origination of issue from supplier discovery process to determine causal factors.
- vii. **Corrective action plan** – Complete plan of recovery for issue at hand and preventative measures the identified the issue or will be put in place to prevent additional occurrences.

Class I – A situation in which there is a strong likelihood that the use of, or exposure to, a volatile product will cause serious adverse health consequences or death.

Class II – A situation in which use of, or exposure to, a volatile product may cause temporary or medically reversible adverse health consequences or where the probability of serious adverse health consequences is remote.

Class III- A situation in which use of or exposure to a volatile product is not likely to cause adverse health consequences (e.g., technically misbranded).

- i. **Recall Notification Level** – Wholesale, retail, consumer (required for USDA regulated products);

- c. The vendor shall be responsible for establishing the price of Commissary items, subject to approval by the Sheriff Department. Commissary pricing shall be comparable with the Denver metropolitan area convenience store retail pricing. Price adjustments shall not occur without

discussion and approval from the Denver Sheriff Department.

- d. The vendor shall provide "indigent commissary packages". These currently include:
- 2 Pair of Socks,
 - 2 Pair of undergarments,
 - 12 sheets of paper,
 - 4 stamped envelopes.

The agency may change, add or remove some of the items on the indigent list as it sees the need to do so for the needs of the agency, and the inmates.

Keefe is currently providing the kits mentioned above to Denver County.

- e. It is the intention of the DSD to have no minimum order quantities apply to an inmate's order. Orders are placed weekly per DSD schedules.
- f. The vendor shall keep the DSD informed of any new products as they become available. Items available for purchase shall be of sufficient variety to include regional, ethnic and gender-based considerations and shall also include hygiene products, stationery materials, snacks, food items, games and personal care items.
- g. The vendor shall maintain a sufficient inventory in order to limit product shortages. Out of stock items shall not be offered for sale.

Keefe's system will manage out of stocks. Sales will/can happen on items that go out of stock in picking, but inmates will be auto-credited through the system.

- h. Commissary orders will be placed by a designated day, processed by the vendor and delivered by the vendor on a designated day set by the DSD. An authorized vendor representative will assist the DSD representative in delivery of the orders to the inmates and assist with any errors needing correction. Any changes and/or delays to the delivery schedule made by the vendor needs to be approved and provided in writing at least 48 hours beforehand to the DSD.

Keefe's Regional Service Center that will provide service to the Denver Sheriff Department facilities is in Denver at 12000 E 45th Ave. This location is 47,400 square feet in size and carries an average daily inventory of roughly \$1.3 Million.

Additionally, to provide the best service to its nationwide customer base, Keefe has a total of twenty-two (22) distribution centers totaling over 1.5 million square feet, shipping over 20 million pounds of inventory per month and carrying **over \$75 million in inventory** daily. If the Denver service center is running low on product, a transfer request can be submitted with another of Keefe's 21 distribution centers, to ensure product availability. Our products are not sold in any other market. KCN manufactures and distributes commissary and canteen items specifically designed for the correctional industry.

- i. Orders will be filled by vendor.
- j. Orders shall be packaged individually in clear tamper-proof packages that allow for inspection of the contents without breaking the package open. Inmate's name and number shall be clearly

identified on a two-part form.

- k. Vendor shall promptly correct all deficiencies, defects, and/or damages in the Commissary products delivered to the facilities. All corrections shall be made within twenty-four (24) hours after deficiencies, defects, and/or damages are verbally reported to vendor.
- l. Food items shall be wrapped/packaged and dated for individual consumption.
- m. All containers shall be made of non-breakable materials that are non-metallic (including lids) and not made of or contain glass.
- n. Offered products shall not contain alcohol, tobacco or sugar.

Keefe will work with Denver County to remove any unacceptable or unapproved items from the proposed menu.

- o. The vendor system must support inventory control on Commissary stores.

Keefe's Oracle fulfillment system is available to Keefe employees and includes customer profiles, item profiles, pricing, tax rate, and commission rate information. The Keefe Oracle platform updates the Keefe Cloud Commissary system on behalf of Sheriff with the latest item and price information per contract agreement. The Keefe Oracle platform is a Keefe managed service that manages packing information, quantities on hand, reorder points, and inventory costs without involvement by Sheriff. The Keefe Cloud Commissary Rules Engine configured by Sheriff manages quantity restrictions age restrictions, indigent status/eligibility, purchaser identity.

- p. The vendor system must be comprised of, or fully integrated with the selected Trust Accounting system .

Keefe Cloud Banking complies with this requirement.

Keefe Cloud Commissary also complies with this requirement.

- q. The vendor system must validate item quantity and process inmate purchases sent from the Trust/Accounting system in real-time.

Keefe Cloud Banking complies with this requirement.

Keefe Cloud Commissary also complies with this requirement.

- r. The vendor system must maintain an accurate on hand item count of all offered items. Should an item quantity reach zero, that item shall not be allowed to be purchased through the Trust system, prior to the transaction being completed.

Keefe Cloud Commissary complies with this requirement.

- s. The vendor system must allow for the immediate preparation of financial statements at any time and establish a clear audit trail of both dollars and goods through electronic documentation of every transaction and the immediate preparation of financial statements.

Keefe Cloud Banking complies with this requirement.

- t. The system must allow for any number of Commissary workstations.

Keefe Cloud Security Management complies with this requirement.

- u. The system must maintain the following information on each stock item:
- name,
 - category,
 - identifier (bar-code number, etc.),
 - reorder point,
 - selling price,
 - taxes,
 - packing container and quantities,
 - maximum quantity per sale/per item,
 - minimum age, and
 - indigent eligibility.

As well as keep track of the purchaser of the product via the integration with the Trust provider on a general ledger of purchases per inmate.

Keefe's Oracle fulfillment system is available to Keefe employees and includes customer profiles, item profiles, pricing, tax rate, and commission rate information. The Keefe Oracle platform updates the Keefe Cloud Commissary system on behalf of Sheriff with the latest item and price information per contract agreement. The Keefe Oracle platform is a Keefe managed service that manages packing information, quantities on hand, reorder points, and inventory costs without involvement by Sheriff. The Keefe Cloud Commissary Rules Engine configured by Sheriff manages quantity restrictions age restrictions, indigent status/eligibility, purchaser identity.

- v. The system must be able to generate checks to inmates or accounts for invoices.

Keefe Cloud Banking complies with this requirement.

- w. The System must allow for agency defined special packages of items to be built for purchase, for specific events such as holidays, birthdays or any other events the agency deems appropriate. These packages are intended to be purchased by the inmate's families, to be sent to the inmate via the trust systems public facing website.

Keefe's E-commerce platform operated under Access Securepak allows for DSD specific kits to be designed and built for specific events such as birthdays, holidays, etc. Access Securepak

platform can offer kits and / or individual items for sale to family members and friends for delivery to a specific inmate. All parameters / rules of the program – dollar limits, quantity limits, item selections, item prices, kit prices, ordering frequencies, inmate eligibility, etc. are reviewed with and approved by DSD prior to release on the web platform.

Each program that Access Securepak operates for an Agency is customized to meet that Agency's specific needs.

- x. Prior to Commissary purchases being distributed to the inmate(s), the purchases being delivered must pass a quality assurance check ensuring that the entire order is present.

Keefe has read, understands, and will adhere.

Keefe's warehouse software will generate the order pick list, which also serves as the invoice to be signed by the inmate upon receipt of his/her commissary order. Orders are assembled using zone-picking methods, designed to maximize efficiency and order accuracy, as well as reduced product damage by enabling the packing of heavier items on the bottom. One person is assigned to a zone, which allows them to get to know all the items in their zone and increase their accuracy. Plus, the Order Pick List/Invoice display the ordered items in the same sequence as the zones— promoting efficiency and accuracy.

Additionally, Keefe's delivery staff confirms the accuracy of the order at the time the order is being delivered, notating on the pick list/invoice any shortages/damages prior to the inmate signing the document. A sample order receipt has been provided.

- y. The system must keep proposer records to include business name, ordering and billing addresses, account and shipping terms, minimum and maximum purchase amounts, and names of contacts.

Keefe's Oracle Fulfillment System complies with this requirement.

B.2 F.O.B. POINT:

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado.

B.3 BACKGROUND CHECKS AND DISQUALIFICATION

Because of the nature of the scope and requirements herein for the City, Contractor, at its expense, must conduct, or have previously conducted a background check for each of its employees, as well as for the employees of its subcontractors, who will provide services to the City. Background checks are to be conducted through an independent background check third-party and must include the following:

- Social Security Number Trace;
- Federal Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Colorado Criminal Records (includes wants, warrants, arrests, convictions, and incarcerations);
- Criminal Records from other States if the employee disclosed, or the background check identifies, that the employee lived in another state in the last seven years (includes wants, warrants, arrests, convictions, and incarcerations); and
- National Sexual Offender Registry Search.

The background check shall include all convictions for the last seven years and may include additional convictions beyond seven years when permitted and/or required by law.

Because of the sensitive nature of the work proposed within this solicitation, the City shall automatically disqualify from employment under this contract persons with felony convictions. Alternatively, the City may require that a fidelity bond, or such other assurance in such amount as deemed appropriate, be provided to the City as a condition precedent to grant permission where an employee's prior conviction would otherwise preclude their participation under the contract.

All Contractor employees are required to self-disclose to the Contractor any criminal charges and convictions and nolo contendere pleas (not contest pleas) that occur while providing services to the City within three business days of the conviction, charge, or plea. Contractor is required to inform the City of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while an employee is on assignment with the City. Contractor must inform the City within one business day of the Contractor having knowledge of the charge, conviction, or plea. The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

Contracts for work at the following locations require NCIC background checks:

- Police Academy
- Denver Animal Shelter
- Traffic Operations
- DPD Police Precincts
- DPD Crime Lab
- Medical Examiner

Other City locations may also require a NCIC background check. These background checks will be administered by the City and will be at no cost to the Contractor. Contractor employees will be required to provide their social security numbers to the City. Contractors will be provided entrance cards for each facility. Contractors are not allowed to share cards to provide services. The background check(s) must be conducted successfully prior to initial access and/or involvement by employees. Employees who separate from the Contractor's employment must undergo another background check prior to renewed access and/or involvement in providing services to the City. The City also has the ability to audit the Contractor's background check process, to ensure compliance with City standards, at any time.

Failure by the Contractor to comply with the terms of this Section may result in the termination of its contract with the City.

All work to be completed under this contract will require that each person working on-site at a Denver Police Facility, City Attorney, Denver 911, Denver DA, and all other secure facilities within the City and County of

Denver that has CJIS information, including all sub-contractors, to have completed CJIS Security Awareness Training. The [CJIS Security Policy](#) written and maintained by the Federal Bureau of Investigation is the standard by which all criminal justice agencies nationwide must protect the sensitive data they possess and share with authorized entities.

The policy outlines requirements such as personnel security, training, encryption, physical security, media protection, access control, construction, and more.

The CBI CJIS Vendor Management Program is designed to help vendors and criminal justice agencies achieve and maintain compliance more easily by providing an easier fingerprinting/vetting process, assisting with the required training, sharing audit findings, and offering resources for questions about CJIS security.

There are two options for completing this process prior to starting any work:

CJIS Request – Through City and County of Denver

City's process, which is free, takes longer to complete due to staffing limitations. Inquiries may be made at the following email: NCICBackgroundandCJISRequests@denvergov.org.

The City's process requires:

1. Each person fills out the CJIS Training Request Form and return it to their city representative. The representative will then drop it in the "Contractor CJIS ID Process" Team and log it on the CJIS Contractor Spreadsheet.
2. The ASAs will then contact the contractor to schedule their fingerprint appointment and go downtown to the Police Administration Building - 1331 Cherokee St. to be fingerprinted.
3. Once fingerprinting is complete the ASAs will email the CJIS application NCICBackgroundandCJISRequests@denvergov.org, the background will be completed and the individual will receive an email directing them to complete an online CJIS training that takes about 10-15 minutes.
4. At the end of the course they'll need to print and send the completion certificate to NCICBackgroundandCJISRequests@denvergov.org.

Please note: This is the secondary option and may be utilized if two (2) or less employees require CJIS Training. Please note that the CJIS Training is good for a period of two (2) years and can be renewed before the expiration date.

Keefe will adhere to the Background Check requirements herein and has also included a copy of their company Background Check Policy below



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.

B.4 EMERGENCY PURCHASES:

The City and County of Denver reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately by the vendor.

Keefe has read, understands, and will adhere with the requirement for Emergency Purchases.

B.5 PREVAILING WAGES

(Will only apply to work being performed onsite – installation of equipment, repair/maintenance of equipment.)

Any Contract in the amount of two thousand dollars (\$2,000.00) or more arising out of this proposal shall be subject to the following provisions concerning prevailing wages.

Wages can be found here: <https://www.denverauditor.org/denverlabor/>

- a. The minimum wages to be paid for every class of labor, mechanics and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages.
- b. The Vendor or his/her subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of proposal opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. Section 49-171 et seq., or on the date of the written Purchase Order for contracts let by informal procedure under D.R.M.C. Section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the vendor or subcontractor and such laborers, mechanics and workers.
- c. The vendor and subcontractors to pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment except that the vendor and subcontractor shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- d. The vendor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- e. If the vendor or any subcontractor shall fail to pay such wages as are required by the contract, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the contract have been paid.
- f. The vendor shall furnish to the Auditor each week during which work is in progress under the contract, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors.
- g. The copy of the payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
- h. If any laborer, worker or mechanic employed by the vendor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

The Vendor and every subcontractor under this contract shall:

- a. Pay every worker, mechanic and laborer employed under this purchase order or contractual agreement not less than the scale of wages as determined by the Career Service Board under subsection (c) of

Section 20-76 of the Revised Municipal Code.

- b. Pay all workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications.
- c. Post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the vendor and all subcontractors working under the vendor.
- d. Furnish the Auditor each week during which work is in progress under the purchase order or contractual agreement, a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the vendor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of each such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll. The payroll record shall be accompanied by a sworn statement of the vendor that the copy is a true and correct copy of the payroll records of all mechanics, laborers, or other workers working under the contract either for the vendor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the vendor or by any subcontractor have been paid the prevailing wages as set forth in the contract specifications.

If the vendor or any subcontractor shall fail to pay such wages as are required by the purchase order or contractual agreement, the Auditor shall not approve any warrant or demand for payment to the vendor until the vendor furnishes the Auditor evidence satisfactory to the Auditor that such wages so required by the purchase order or contractual agreement have been paid.

If any laborers, worker or mechanic employed by the vendor or any subcontractor under the purchase order or contractual agreement has been or is being paid a rate of wages less than the rate of wages required by the purchase order or contractual agreement to be paid as aforesaid, the City may, by written notice to the vendor, suspend or terminate the vendor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages and, in the event of termination, may prosecute the work to completion by contract or otherwise, and the vendor and any sureties shall be liable to the City for any excess costs occasioned the City thereby.

Information as to forms and other requirements concerning prevailing wages may be obtained from the City Auditor's office, Prevailing Wage Section, 201 West Colfax, Denver, CO 80202, telephone 720-913-5009

Keefe has read, understands, and will adhere with the requirement for Prevailing Waged.

B.6 MINIMUM WAGE ORDINANCE

(Will only apply to work being performed onsite – delivery of orders)

The services being requested in this solicitation may involve services that are covered pursuant to Division 3.75 of Article IV of Chapter 20 of the Denver Revised Municipal Code (“D.R.M.C.”), which is designed to address the issue of wage equity and cost of living affordability in the City & County of Denver. Vendor agrees that any contract with the City shall include a requirement that Vendor will comply with the provisions of D.R.M.C. §§20-82 through 20-84, including, but not limited to, paying all covered workers no less than the City Minimum Wage for all covered services rendered in connection with the Contract. Additionally, Vendor agrees that the contract

shall require compliance with all current and future federal and state laws and City ordinances.

Wages can be found here: <https://www.denverauditor.org/denverlabor/>

https://denverauditor.org/wp-content/uploads/2019/06/MinWage_overview_flier_2019.pdf

Keefe has read, understands, and will adhere with the requirement for the Minimum Wage Ordinance.

B.7 RECEIPTING REQUIREMENTS:

B.7.a PURPOSE

The purpose of these requirements is to provide direction to City departments and potential vendors concerning payment receipting and cash management practices in order to maintain compliance with the City's Charter, Revised Municipal Code and Department of Finance requirements. These requirements are used for, but not limited to, development of Request for Proposals, implementation or modification of systems involving receipt or deposit of payments, and development or modification of City cash handling practices.

B.7.b AUTHORITY

- City Charter Article II – Mayor and Executive Departments, Part 5 – Finance, §2.53 and §2.54
- Revised Municipal Code – Chapter 20 – Finance, Article III – Disposition of Funds, Division 2 – Handling of Receipts and Procedures for Making Refunds, Section 36 and 38

Any implementation or process involving payment, receipt, cash handling or banking of City funds (as defined by Denver Revised Municipal Code 20-36) shall be approved by and coordinated directly with the City's Cash Management Section within the Department of Finance's Cash and Capital Funding Division. The Department of Finance has the authority to establish what forms of payment the City accepts and what mechanisms and accounts are used to process and deposit payments.

B.7.c REQUIREMENTS

1. Funds shall be deposited daily by either electronic or physical delivery into a City-owned bank account. Any third-party service handling funds for transport to the bank shall be bonded; the City's preferred method for physical bank delivery is via armored courier.
2. Systems, payment architecture and procedures implemented shall be currently certified Payment Card Industry Data Security Standard (PCI DSS) compliant, be reviewed and approved by the Cash Management Section and City's Data Security Team and/or identified as out of scope by the City's Data Security Team prior to selection or implementation.
3. Systems, payment architecture and procedures shall comply with the National Automated Clearing House Association (NACHA) and applicable rules and regulations surrounding Fedwires when processing electronic funds transfers. ACH and/or Wire payment mechanisms shall be reviewed and approved by the Cash Management Section prior to implementation.
4. Any additional payment, receipt, cash handling or banking products or services such as lockbox, online services, point-of-sale or other receipting or transfer mechanisms shall operate using the City's currently contracted providers as overseen by the Cash Management Section. If a business need cannot be met with currently contracted providers, the proposed solution and processing structure shall be reviewed and approved by the Cash Management Section.

5. If a third-party is involved in the payment, receipting, cash handling or banking process, the initiating City department or designee shall coordinate the structure, process and implementation with the Cash Management Section and the third-party. All payment, receipting, cash handling or banking structures and processes shall be reviewed and approved by the Cash Management Section prior to selection and implementation. The City's Department of Finance has final approval of all payment, receipting, cash handling or banking structures and processes.

Keefe has read, understands, and will adhere with the city's requirements for payment receipting and cash management practices.

B.8 VENDOR PERFORMANCE MANAGEMENT:

The City may administer a performance management program as part this proposal and resulting contract. The purpose of this program is to create a method for documenting and advising the City of exceptional performance or any problems related to the purchased goods and services.

Propose as part of your response specific performance measures that may be used to develop a vendor performance management report card. Also provide any other data, criterion or methods that would be effective in measuring vendor performance over the life of this contract.

Awarded vendors are required to furnish a performance report to the analyst on an annual and semi-annual basis, no later than the anniversary date of the applicable Master Purchase Order or City Contract, providing at a minimum the following information:

FOR SERVICES

- Total dollar value of purchases per Inmate
- Total number of transactions per housing units, floors/buildings, and/or facilities
- Total number of transactions per Inmate
- Number of orders missing items
- Number of orders with backstock issues
- Quantity of items order for items

Contractor may also be required to provide additional specific reporting/data as required.

Keefe will provide the requested reports. In addition to the metrics provided above, Keefe can provide the following data points:

Customer Perfect Order – This metric measures the percentage of Inmate Orders that were shipped with each item ordered and with accurate quantities.

Inventory Availability – This metric measures the percentage of orders or lines that did not have an “out of stock” item at the time of order placement.

Warehouse Execution – This metric measures the percentage of orders or lines that were shipped without error by reviewing the orders that had credits posted against them.

Software Uptime – This metric measures the percentage of time the KCN software is online and fully functional.

If there are any other metrics the County wishes to include, Keefe is open to discussion.

- b. Provide a response as to Vendor's understanding of what the City is seeking from an awarded Vendor and why the City should choose Vendor, and what sets Vendor apart from the market. Be detailed.

Keefe Group has worked with the City of Denver County, CO since 2006. Keefe understands the needs and requirements of Denver County. Similar to Denver County, Keefe Group over the years has expanded and improved its processes and services. Keefe is excited to offer its most advanced software platform while still

bility that Denver County expects from a vendor. With a local, Denver area warehouse and dedicated delivery staff, Keefe Group has a proven record of on-time deliveries and the flexibility to meet the scheduling needs of the Denver County correctional facilities. Our local presence allows for same day conflict resolution. Keefe's cloud-based software platform is industry leading and has been developed with much input from existing customers. Not only does this system allow for better, more accurate inventory monitoring and order fulfillment, it also provides an updated user experience for inmates and staff, all while continuing to offer enhanced security and an extensive amount of customization opportunities. Keefe Group has also included in this response, information regarding our industry first Direct Debit Vending technology, which has a proven track record of not only increasing revenue for the County but also helping with inmate behavior and overall satisfaction.

In addition:

- Keefe writes, develops and supports its own software
- Keefe works closely with manufacturers and developers in the creation of our hardware
- Unlike any other vendor, Keefe Group packages over 60 million units spanning 75 different product lines in our 100,800 square-foot packaging plant
- Keefe has twenty-two (22) warehouse locations totaling nearly 1.7 million square feet, shipping over 20 million pounds of inventory per month and carrying over \$90 million in inventory daily.

No other vendor has the proven track record for innovation with a commitment to customer service similar to Keefe's. Keefe truly grows along with its customer base's

changing needs. Keefe Group's background in servicing the correctional industry, intuitive technology platforms, along with our keen understanding of Denver County's needs and expectations truly sets us apart from other vendors in the market.

c. Provide any value-added goods or services that City might be interested in. Be detailed.

Keefe has read, understands, and will adhere.

Expenditures:

For this agreement, The City will pay the cost of goods sold to Keefe for items presented in Exhibit C (Pricing), commission from these items will be reimbursed back to the City based on the agreed upon commission rate.

Addendum



TRINITY SERVICES
GROUP



To: Keefe Group Customers

From: Support Services Management Team

Re: **Support Services Incident Handling - Service Level Agreement**

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

Level 1 – Urgent

- PLEASE NOTE: A phone call to the Support Services department is generally the quickest way to reach someone and explain the severity of the problem you are reporting. Since Urgent tickets generally impact operations of the agency, we prefer a phone call so that we can confirm the severity with you and give you a ticket number immediately. See contact info below for more information.
- Any issue compromising or preventing a facility from performing daily job functions related to commissary and/or inmate banking. Urgent issues are top priority and assigned out accordingly. The assigned Analyst will be responsible for replying to the customer within an hour of receiving the case and will work until the urgent issue has been resolved. Any follow up items stemming from the urgent issue will be handled as standard priority through resolution. Urgent issues include, but are not limited to the following services where the service is unavailable without a workaround:
 - o Sending/Ordering/Processing Commissary orders
 - o Sending/Ordering/Processing Trinity Take Out (TTO) orders
 - o Deposit Services – anything preventing deposit transactions from being applied onto the resident financial account for all inmates at an agency.
 - o Lobby Kiosks – hardware issues preventing family/friends from depositing funds onto the resident financial account
 - o Inmate phone time availability
 - o Direct Link Trust – anything preventing resident outbound calls
 - o Inmate Booking
 - o Inmate Release
 - o Facility server/hardware offline, database failure
 - o Creation of new resident accounts and/or updating existing resident accounts via manual entry or an integration.

Level 2 – Escalated

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

Level 3 – Standard

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

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

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

- 1) KCNHelpdesk@keefegroup.com
 - a. The Support Services email is actively monitored Monday through Friday, 8am – 5pm CST
- 2) 1.800.864.5986
 - a. The toll free phone number is available 24 / 7 / 365
 - b. During business hours, Analysts are available to assist customers Monday through Friday, 6am – 7pm CST.
 - c. On weekends, and outside of above mentioned business hours, on-call Analysts are available to assist customers. Customers will call the toll free number and be asked to leave a voicemail. An on-call Analyst will call the customer back within 30 minutes of them leaving a voicemail.

Escalation Path: If you are unable to reach the Analyst assigned to your case, you are not contacted in the defined timeframes, or feel that you need to escalate the situation, please send an email to the Support Services escalation address escalations@keefegroup.com. A member from the Management Team will be in contact with you as soon as possible. If it's afterhours, the quickest way to escalate would be to call our toll free number 1.800.864.5986 to engage the support team, and if needed ask to speak with a manager.

For your reference, the following is a list of the Support

Services Managers: Tier 1 Support -

- Shohn Lorenz (slorenz@keefegroup.com) - IT Manager for the Tier 1 support team
 - Tier 1 team handles all incoming incidents for Keefe and Trinity phones and email submissions

Tier 2 Support -

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

Senior Management -

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



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/25/2022

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

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

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Keefe Commissary Network, LLC 10880 Linpage Place St Louis MO 63132 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: AIG Specialty Insurance Company		26883
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570096196072 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Cyber Liability			014196471 Claims Made 10/08/96 SIR applies per policy terms & conditions	07/15/2022	07/15/2023	Limit \$5,000,000 SIR \$1,000,000

570096196072

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Department of Safety 1331 Cherokee St., Room 302 Denver CO 80204 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Keefe Commissary Network, LLC	
POLICY NUMBER See Certificate Number: 570096196072			
CARRIER See Certificate Number: 570096196072	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
A	E&O-MPL-Primary			014196471 Claims Made 10/08/96 SIR applies per policy terms & conditions	07/15/2022	07/15/2023	Limit	\$5,000,000
							SIR	\$1,000,000



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/02/2022

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PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Keefe Commissary Network, LLC 10880 Linpage Place St Louis MO 63132 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER B: Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Mutual Fire Ins Co	23035	INSURER B: Liberty Insurance Corporation	42404	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 570096655454 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EB2651291759062 SIR applies per policy terms & conditions	12/01/2022	12/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-651-291759-072	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA765D291759042 Workers Comp (AOS) SIR applies per policy terms & conditions	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

570096655454

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of City and County of Denver, its elected and appointed officials, employees and volunteers in accordance with the policy provisions of the General Liability, Automobile Liability and Workers' Compensation policies.

CERTIFICATE HOLDER City and County of Denver Department of Safety 1331 Cherokee St., Room 302 Denver CO 80204 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-family: cursive;"> Aon Risk Services Central, Inc. </div>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Keefe Commissary Network, LLC	
POLICY NUMBER See Certificate Number: 570096655454			
CARRIER See Certificate Number: 570096655454	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		wc7651291759112 Workers Comp (WI) SIR applies per policy terms & conditions	12/01/2022	12/01/2023		



EXHIBIT C - PRICING

SECTION C: COMMISSION

C.1 PRICING INFORMATION:

This section shall include a description of the proposed costs and prices. All pricing information shall be limited solely to this section of your proposal. This section should address all requirements set forth in Section B as well as any other items pertinent to your proposal pricing. The requirements have been developed to allow the City to uniformly evaluate prices submitted for the work. Accordingly, you should follow these instructions carefully and provide all data requested in the formats specified herein and in any referenced attachments.

Any omissions in this proposal shall be identified by each Vendor and incorporated into their proposal. The City will not increase the contract or any purchase order (either dollar amount or time) for items not included in the submitted proposal documents. The City reserves the right to purchase part or the entire proposal.

Keefe Response: Keefe has read, understands and will adhere. The pricing information stated herein takes into consideration all the requirements set forth in Section B of the RFP, as well as other items pertinent to Keefe's proposed pricing. There will be no cost incurred by the City and County of Denver.

C.2 PRICING INSTRUCTIONS:

Pricing shall be in the format contained of this Proposal. Do not include cost or price figures anywhere except in the cost and pricing section.

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

C.3 COMMISSION INFORMATION:

Based on this RFP and all requirements, terms and conditions contained therein the proposer is offering a Commission to the City and Trust of 35.2% of Net Receipts. For the purposes of this RFP, receipt of proposals and award of a contract, Net Receipts is defined as Gross Receipts less applicable taxes less the cost of items sold at cost (currently pop tokens and postage stamps). The City and Trust reserve the right, subsequent to execution of a contract with the winning proposer, to suggest, from time to time, based on the needs of the facilities and subject to contractor agreement, that other items may also be sold at cost and also be deducted from Gross Receipts to determine Net Receipts, without requiring a formal amendment of the contract. Commission will include the costs the contract. Some of the items it will cover are vendor's employees pay, overhead cost, implantation of new software, integrations, licensing, all cost associated with packaging and delivery of commissary bags, maintenance of systems, all hardware systems, debit cards and/or check paper. This is not an inclusive list.



The City reserves the right to review all receipts.

Keefe Response: Keefe has read, understands and will adhere. If awarded the contract, Keefe would work with the City and County of Denver, if requested, to adjust the proposed combination of commission/pricing to develop the optimum balance for the City and County of Denver and its inmate population.

Commission = 35.2%

A proposed menu with pricing for each of these options has been included, beginning on the following page.

Proposed Menu & Pricing

Prices shown do NOT include sales tax



Item #	Item Description	Product Size	Option 2 Price
1	SHAMPOO	4 OZ	\$1.37
2	CONDITIONER	4 OZ	\$1.37
20	DANDRUFF SHAMPOO	4 OZ	\$2.23
35	3-IN-1 SHAMPOO	16.5 OZ	\$6.05
40	HAIR FOOD W/VITAMIN E	5 OZ	\$3.29
45	AFRICAN CROWN HAIRDRESS	5 OZ	\$2.43
48	COCNUT OIL HAIR&SCLP COND	5 OZ	\$3.94
50	HAIRDRESS	5 OZ	\$2.43
52	AFRICAN PRIDE MAGICAL GRO	5.3 OZ	\$7.02
55	PRO GLO GEL POMADE	4 OZ	\$3.61
56	MURRAY'S POMADE	4 OZ	\$4.60
102	P-UP ANTIPERSPIRANT/DEODORANT FORCE	2.5 OZ	\$3.29
106	ANTIPERSPIRANT/DEODORANT, WOMENS	2.5 OZ	\$3.29
74	MENNEN SPEED STICK DEOD ACTIVE FRESH MENS	1.8 OZ	\$3.94
116	SUAVE A/P DEODORANT	1.2 OZ	\$3.94
186	ANTIBIOTIC CREAM	1 OZ	\$4.40
201	BABY POWDER	15 OZ	\$4.27
210	SKIN CARE LOTION	4 OZ	\$1.37
212	COCONUT LIME ALOE LOTION	15 OZ	\$2.96
214	COCOA & SHEA COND LOTION	15 OZ	\$2.96
221	PETROLEUM JELLY	3.75 OZ	\$1.97
235	SUAVE SKIN THERAPY LOTION	10 OZ	\$3.61
193	ANTI-FUNGL CREAM	.5 OZ	\$2.36
273	LIP BALM	.15 OZ	\$2.18
287	MELATONIN	60 CT	\$8.99
320	REG MAGIC CREAM SHAVE	6 OZ	\$4.47
141	THICKENING SHAMP ALOE/GNS	15 OZ	\$3.03
357	DAILY SHAMPOO W/ECLP MINT	15 OZ	\$3.61
261	HYDRATING COND ALMD/SHEA	15 OZ	\$3.03
361	ELEMENTZ 3-N-1 BODY WASH COCO LIME	15 OZ	\$3.29
264	DANDRUFF SHAMP ALMND/SHEA	15 OZ	\$4.27
54	ELEMENTZ_GEL_FIRM HOLD	15 OZ	\$3.02
371	CETAFEN (GENERIC TYLENOL)	2 PK	\$0.32
397	NEXT1 COCOA BTTR SOAP	5 OZ	\$1.50
400	IRISH SPRING SOAP	3.2 OZ	\$1.84
409	IVORY SOAP BAR	4 OZ	\$1.77
Item #	Item Description	Product Size	Option 2 Price
424	MOISTURIZING SOAP	5 OZ	\$1.31
426	SPORT BAR SOAP	5 OZ	\$1.65



455	ASPRIN	2 PK	\$0.19
491	SOAP DISH 2PC	EACH	\$1.44
500	COOL WAVE_MOUTHWASH_ALCOHOL FREE	8 OZ	\$2.36
445	COLG TP CLEAR ANTI-CVTY	4.2 OZ	\$3.75
519	COLGATE TOOTHPASTE	2.5 OZ	\$2.36
447	COOL WAVE FLOURIDE TP	4 OZ	\$2.97
542	DENTAL FLOSSER/GUM STIM	35 CT PACK	\$1.97
572	COLD, COUGH, FLU	2 PK	\$0.46
580	TOOTHBRUSH HOLDER	EACH	\$0.67
590	DENTURE TABLET	40 CT	\$4.65
590	DENTURE TABLET	40 CT	\$4.65
595	2.5OZ EFFERGRIP	2.5 OZ	\$5.91
640	EXTRA STRENGTH ANTACID	1 ROLL	\$3.29
669	SALINE NASAL SPRAY	1.5 OZ	\$3.19
674	HALLS CHERRY COUGH DROPS	9 CT Roll	\$1.22
681	SUNDANCE MULTIVITAMIN W/ IRON	60 CT	\$4.33
685	VITAMIN C 500 MG	3 PK	\$3.94
691	ARTIFICIAL TEARS	.5 OZ	\$3.29
699	MULTIVITAMIN_ENDURANCE	60 CT	\$8.73
697	CONTACT LENS CASE	EACH	\$1.50
710	TAMPONS	20 CT	\$6.56
720	FOOT POWDER	3 OZ	\$3.29
754	EMERY BOARD	EACH	\$1.89
800	5 INCH COMB	EACH	\$0.66
815	HW MILITARY BRUSH_NO HANDLE	EACH	\$3.48
825	SMALL AFRO PIK	EACH	\$1.64
834	BLACK PONTAILERS	250 CT	\$1.64
840	SHOWER CAP	EACH	\$0.33
889	CONTACT SOLUTION_MULTIPURPOSE	2 OZ	\$4.27
910	BLACK MEGA PROTEIN MASCARA	.21 OZ	\$4.84
991	EYESHADOW - SWEET AS CANDY	EACH	\$4.98
1010	#10 WHITE ENVELOPE	EACH	\$0.09
1015	MANILLA ENVELOPE, 9.5 X 12.5	EACH	\$0.66
1049	1 EACH 1ST CLASS STAMP	EACH	\$0.60
1060	BOARDROOM_PAPER_WHITE, 8.5 X 11 50 SHEET	EACH	\$2.62
1061	BOARDROOM PAPER PAD, 50 CT PAD	EACH	\$2.69
1070	SKETCH PAD 8.5 X 11 WHITE, 8.5 X 11 50 SHEET	EACH	\$1.31
Item #	Item Description	Product Size	Option 2 Price
1080	ROSE ART COLORED PENCILS, 3.5 IN	EACH	\$2.89
1085	BEVELED ERASER	EACH	\$0.39
1087	SPANISH ENGLISH DICTIONAR	EACH	\$2.62



1103	BIRTHDAY CARD	EACH	\$2.43
1106	FRIENDSHIP LOVE CARD_PAPER	EACH	\$2.43
1121	SEASONAL GREETING CARD W/O STAMP	EACH	\$2.43
1193	AMERICAN HRTG DICTIONARY	EACH	\$10.50
1256	FOAM EAR PLUG	EACH	\$0.52
1303	BICYCLE US PLAYING CARD	EACH	\$3.28
1305	PINOCHLE CARDS	EACH	\$2.76
1308	WORD SEARCH BOOK	EACH	\$2.95
1399	GEN_BOWL W/ID_24 OZ	24 OZ	\$1.43
1402	BEIGE WASHCLOTH 13X13	EACH	\$1.31
1450	SM. SHOWER SHOE	PAIR	\$2.43
1451	MED. SHOWER SHOE	PAIR	\$2.43
1452	LG. SHOWER SHOE	PAIR	\$2.43
1472	ULTRA SURF	2 OZ	\$0.83
1504	SMALL T-SHIRT	EACH	\$4.98
1505	MED T-SHIRT	EACH	\$4.98
1506	LG T-SHIRT	EACH	\$4.98
1507	XLG T-SHIRT	EACH	\$5.24
1508	XXLG T-SHIRT	EACH	\$8.47
1509	3X LARGE T-SHIRT	EACH	\$8.98
1529	SM BOXER SHORTS WHITE	EACH	\$3.75
1530	MED BOXER SHORTS WHITE	EACH	\$3.75
1531	LG BOXER SHORTS WHITE	EACH	\$3.75
1532	XLG BOXER SHORTS WHITE	EACH	\$3.99
1533	2XLG BOXER SHORTS WHT	EACH	\$4.98
1534	3XLG BOXER SHORTS WHT	EACH	\$6.23
1540	TUBE SOCK (ONE SIZE FITS	EACH	\$2.01
1552	LRG THERMAL TOP	EACH	\$10.50
1553	XL THERMAL TOP	EACH	\$10.50
1554	2XL THERMAL TOP	EACH	\$13.12
1555	3XL THERMAL TOP	EACH	\$13.12
1562	LRG THERMAL BOTTOMS	EACH	\$10.50
1563	XLRG THERMAL BOTTOMS	EACH	\$10.50
1564	MEN THERMAL BOTTOM 2XLRG	EACH	\$13.12
1565	MEN 3XL THERMAL BOTTOM	EACH	\$13.12
1582	MED. SWEATSHIRT GRAY	EACH	\$19.03
Item #	Item Description	Product Size	Option 2 Price
1583	LRG. SWEATSHIRT GRAY	EACH	\$19.05
1584	XLRG SWEATSHIRT GRAY	EACH	\$20.36
1585	2X SWEATSHIRT GRAY	EACH	\$20.36
1586	3X SWEATSHIRT GRAY	EACH	\$26.31



1625	SPORTS BRA SMALL	EACH	\$7.48
1626	SPORTS BRA MEDIUM	EACH	\$7.48
1627	SPORTS BRA LARGE	EACH	\$7.48
1628	SPORTS BRA XLARGE	EACH	\$7.27
1650	SZ 6 WOMENS PANTIES	EACH	\$2.29
1651	SZ 8 WOMENS PANTIES	EACH	\$2.29
1652	SZ 10 WOMENS PANTIES	EACH	\$3.02
1653	SZ 11 WOMENS PANTIES	EACH	\$3.00
1705	INSOLE DOUBLE FOAM CUT TO SIZE MENS	EACH	\$4.00
1751	SZ 7 RAWLINGS MARC II VELCRO SHOE	PAIR	\$59.07
1753	SZ 8 RAWLINGS MARC II VELCRO SHOE	PAIR	\$59.07
1759	SZ 11 MENS RAWLINGS MARC II VELCRO SHOE	PAIR	\$59.07
1761	SZ 13 RAWLINGS MARC II VELCRO SHOE	PAIR	\$59.07
1853	SZ 9 MENS RAWLINGS MARC II VELCRO SHOE	PAIR	\$59.07
1854	SZ 10 MENS RAWLINGS MARC II VELCRO SHOE	PAIR	\$59.07
1654	SZ 12 RAWLINGS MARC II VELCRO SHOE	PAIR	\$59.07
2005	TC COFFEE (1-STICK)	1.5 G	\$0.26
2011	KF DECAF(CLRPK W/ZIP)	3 OZ	\$4.59
2014	INST.CAPPUCCINO FR.VANILLA	.81 OZ	\$0.99
2015	100% COLOMBIAN FREEZE DRIED COFFEE	3 OZ	\$5.13
2017	MAXWELL HOUSE CLEAR	4 OZ	\$5.91
2021	CREAMER CLEARPACK	8 OZ	\$3.80
2022	FRUIT PUNCH SS NS	10/PK	\$1.97
2028	KF TEA BAGS	48 CT	\$2.75
2041	FRENCH VANILLA CAPPUCCINO	8 OZ	\$3.21
2067	NESTLE RICH SS HOT COCOA	.71 OZ	\$0.46
2071	HOT COCOA CLR	10 OZ	\$2.62
2082	S.S. CREAMER	.105 OZ	\$0.05
2080	SUGAR TWIN PACKET	100 CT	\$4.28
2216	PINK SUGAR SUBSTITUTE	3.5 OZ	\$2.75
2283	KEEFE COLOMBIAN BLEND	3 OZ	\$4.79
2188	TEA W/ LEMON DRINK MIX	.47 OZ	\$2.82
2334	KOOL AID - CLR CHERRY	6 OZ	\$2.23
2099	POWDERED MILK	10 OZ	\$3.94
2615	BC REG SUMMER SAUSAGE	1.625 OZ	\$1.09
Item #	Item Description	Product Size	Option 2 Price
2664	MACARONI & CHEESE	3 OZ	\$1.97
2669	SPICY CHEESY REFRID BEANS	4 OZ	\$2.29
3004	MARKET SQUARE PB CREME COOKIES	6 OZ	\$1.31
3007	ZC DUPLEX CREMES	14 OZ	\$4.40
3010	GRANDMAS COOKIES CHOCOLATE CHIP	2.5 OZ	\$0.85



3020	OREO COOKIES	2.4 OZ	\$0.85
3030	MARKET SQUARE VNILLA CRM COOKIES	6 OZ	\$1.31
3050	MARKET SQUARE CHOC CHIP COOKIES	16 OZ	\$4.40
3114	SNACK CRACKERS	13.7 OZ	\$3.96
3115	CHEEZ ITS CRACKERS	1.5 OZ	\$0.77
3245	WHEAT THINS CRACKERS	8.5 OZ	\$3.30
3139	SALTINE CRACKERS	4 OZ	\$1.53
3198	2/PK STRWBRY TSTR PASTRY	3.67 OZ	\$0.98
3026	CHOC DBL DECKER MOON PIE	2.75 OZ	\$0.92
3219	CHEESE ON CHEESE SANDWICH CRACKERS	1.38 OZ	\$0.83
3222	TOASTED PEANUT BUTTER CRACKERS	1.38 OZ	\$0.83
3230	MARKET SQUARE PEANUT BUTTER WAFER	2 OZ	\$0.66
3231	OATMEAL & CREME SNACK CAKE	1.3 OZ	\$0.33
3236	MARKET SQUARE CAKE SWISS ROLL	2 OZ	\$0.73
3245	MARKET SQUARE DONUT STICKS	1.67 OZ	\$0.66
2726	CINNAMON ROLL	4 OZ	\$1.56
3075	BRN SUGAR TSTR PSTRY 2/PK	11 OZ	\$6.37
3076	BLUBRY TSTR PASTRY 2/PK	11 OZ	\$6.37
3270	MARKET SQUARE CHOC CREME CUPCAKE	4 OZ	\$1.44
3274	ICED HONEY BUN	4.75 OZ	\$1.97
3343	GVC HONEY TOASTED OATS	20 OZ	\$6.21
3357	CINNAMON SQUARES	20 OZ	\$6.21
3358	FROSTED FLAKES	20 OZ	\$6.21
3530	SPICY JALP SQUEEZE CHEESE	16 OZ	\$4.08
3546	HOT SUMMER SAUSAGE	5 OZ	\$2.56
3547	SUMMER SAUSAGE	5 OZ	\$2.56
3619	GOLF PENCIL W/ARHD ERASER	EACH	\$0.27
4001	M&M PEANUT	1.74 OZ	\$1.58
4005	BUTTERFINGER_CANDY BAR	1.9 OZ	\$1.58
4010	SNICKERS BAR	1.86 OZ	\$1.58
4013	MILKY WAY CANDY BAR	1.84 OZ	\$1.58
4019	CHICK O STICK	1.6 OZ	\$0.39
4020	PAYDAY	1.85 OZ	\$1.58
4035	REESES P/BUTTER CUP	1.5 OZ	\$1.46
Item #	Item Description	Product Size	Option 2 Price
4037	HERSHEY'S W/ ALMONDS	1.4 OZ	\$1.46
4100	BUTTERSCOTCH DISCS	4.25 OZ	\$1.58
4115	RED LICORICE BITES	4 OZ	\$1.05
4120	ROOT BEER BARRELS	4.25 OZ	\$1.53
4135	JOLLY RANCHERS ASST.	3.7 OZ	\$2.30
4146	TONGUE TORCHERS	3 OZ	\$0.98



4150	SOUR FRUIT BALLS	4.25 OZ	\$1.06
4155	SUGAR FREE WILD FRUIT	1.75 OZ	\$1.06
4176	MADE WITH KRAFT SHARP CHEDDAR CHEESE	16 OZ	\$4.08
4242	CG LIQUID MAKE-UP BEIGE	1 OZ	\$11.81
4243	CG LIQUID MAKE-UP IVORY	1 OZ	\$11.81
4315	TOOTSIE POPS	.64 OZ	\$0.27
4569	TWO CENTS STAMP	EACH	\$0.02
901	LIGHT BERRY FROST LIPSTICK	.13 OZ	\$3.41
6007	CAJUN CHICKEN RAMEN	3 OZ	\$1.06
6004	TEXAS BEEF RAMEN	3 OZ	\$1.06
6005	CHILI RAMEN	3 OZ	\$1.06
6000	CHICKEN RAMEN	3 OZ	\$1.06
6002	BEEF RAMEN	3 OZ	\$1.06
6050	KK INSTANT RICE	8 OZ	\$2.44
6011	HOT & SPICY VEG RAMEN	3 OZ	\$1.06
6003	CAJUN SHRIMP	3 OZ	\$1.06
6080	WHOLE SHABANG	6 OZ	\$3.48
6108	MOON LODGE PRETZELS	11 OZ	\$2.50
6119	CA ROUND TORTILLA CHIPS	12 OZ	\$2.50
6127	PORK RINDS_HOT & SPICY	2 OZ	\$2.10
6134	ML CARAMEL POPCORN	3.53 OZ	\$1.12
6150	KEEFE NACHO CHIPS	10 OZ	\$3.82
6166	CA BBQ CORN CHIPS	12 OZ	\$3.61
6171	HOT CORN CHIPS	12 OZ	\$3.61
6172	BC CHILI NO BEANS	11.25 OZ	\$3.76
6174	BC HOT CHILI W/ BEANS	11.25 OZ	\$3.76
6176	BC BEEF STEW	11.25 OZ	\$4.08
6178	FC MACKERAL	3.53 OZ	\$2.60
6179	FC SARDINES IN OIL	3.53 OZ	\$2.02
6183	SMOKED CLAMS IN OIL	3.53 OZ	\$2.61
6190	FC FISHSTKS/GREEN CHILIS	3.53 OZ	\$3.21
6191	FC SALMON FLAKES	3.53 OZ	\$2.56
6195	PREMIUM CHICKEN BREAST	4.5 OZ	\$6.68
Item #	Item Description	Product Size	Option 2 Price
6208	STUDENT SNACK MIX	3.75 OZ	\$1.84
6213	HEALTHY SNACK MIX	3.25 OZ	\$1.84
6241	MIXED NUTS_W/PEANUTS	10 OZ	\$4.60
6296	ORIG FLAVOR BEEF JERKY	.9 OZ	\$2.17
6348	CA HOT CHEESE CRUNCHY	9.5 OZ	\$3.55
6415	SS PEANUT BUTTER	1.12 OZ	\$0.52
6429	JALAP CHEESE SQUEEZE	2 OZ	\$0.70



6500	PICKLE (HOT)	9.6 OZ	\$1.59
6501	PICKLE (MILD)	9.6 OZ	\$1.59
4506	PICANTE SAUCE	11 OZ	\$2.96
6512	LA HOT SAUCE	6 OZ	\$1.52
6520	APPLE-CINN OATMEAL	1.23 OZ	\$0.67
2438	MAPLE BROWN SUGAR OATMEAL	1.51 OZ	\$0.66
3257	NUTRIGRAIN STRAWBERRY BAR	1.3 OZ	\$1.09
6600	FLOUR TORTILLAS	8 OZ 6CT 8 IN	\$1.85
6385	PEANUTS ROASTED & SALTED	1.75 OZ	\$0.99
6607	HOT PEANUTS	1.75 OZ	\$0.99
6610	GV PLAIN BAGEL	4 OZ	\$1.13
6700	SV REFRIED BEANS	8 OZ	\$2.96
6711	HOT CHILI REFRI BEAN&RICE	4.4 OZ	\$2.96
6721	FISH STEAKS IN HOT SAUCE	3.53 OZ	\$2.91
6757	HORMEL SPAM SINGLE	2.5 OZ	\$1.97
6826	FRESH CATCH TUNA	4.23 OZ	\$4.01
N/A	DENVER CITY JAIL KIT SNACK KIT	KIT	\$12.51
N/A	DENVER CITY JAIL KIT SNACK PACK KIT	KIT	\$12.51

Noncommissioned Items

- Stamped envelopes
- Postage stamps
- Indigent Kits
- Admission Kits
- Weekender Packs
- On-site, special commissary item sales sold by Customer
- Refunded items

Exhibit D Payment Services

- 1. Services.** Keefe will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Keefe or such other methods ("**Transactions**") for crediting account balances held by Customer on behalf of the recipients of funds (the "**Services**"). Keefe provides the Services in its capacity as a licensed money services business. Keefe represents and warrants to Customer that Keefe is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
- 2. Authorization.** Customer authorizes Keefe to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to Customer for the benefit of designated recipients.
- 3. Responsibilities of Keefe.**

 - a. Keefe will receive payments from the public, directed to recipients by way of the Services.
 - b. Keefe will transfer payment files to Customer on a daily basis. Keefe will deliver payments to Customer by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("**EFT**") to Customer's designated bank account; provided, however, Keefe, in its sole discretion, reserves the right to delay its acceptance of any transaction that Keefe determines to be suspicious and warrants further investigation. Customer acknowledges and agrees that Keefe may reject, terminate or cancel any proposed transaction should Keefe determine the transaction is being made for an improper or illegal purpose.
 - c. Keefe will provide Customer with daily payment information by way of the Keefe Customer interface.
 - d. Keefe will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Keefe's failure to timely transmit any payment to Customer.
 - e. Keefe will provide sufficient promotional material to be posted by Customer.
 - f. Keefe, upon receipt of written notice from Customer, shall place limitations on transactions. The limitations will be implemented by Keefe as soon as is reasonably practicable.
 - g. Keefe may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.
- 4. Responsibilities of Customer.**

 - a. Customer will provide Keefe with the required bank account information for transmission of an EFT. Customer agrees to notify Keefe, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
 - b. Customer will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Keefe, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to

customers by Keefe and any incorrect payments. At Keefe's sole option and in lieu of the foregoing, Keefe may offset any such overpayments from future payment amounts transmitted by Keefe to Customer and notify Customer of any such offset.

- c. Upon implementation of the Services, Customer agrees that it will not accept payments designated for recipient accounts. Customer will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
 - d. Customer will promptly report receipt of each payment to the designated account or recipient in accordance with the Customer's policy.
 - e. Customer agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit D and/or its negligence in the performance of its duties hereunder.
 - f. Keefe will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Customer's location.
 - g. Customer agrees that Keefe may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.
- 5. Rates.** The Services shall be provided at no cost to Customer. Keefe shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Customer acknowledges may be amended by Keefe in its sole discretion from time to time.
- 6. Exclusivity.** Keefe has the exclusive right to provide the Services for the Customer and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Keefe.
- 7. Termination.** The Services may be immediately terminated by either Party, in its sole discretion, in the event a Party has not cured a breach of the terms or conditions contained in this Exhibit D within thirty (30) days of written notice of such purported breach from the non-terminating Party. Termination of the Services does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.
- 8. Refunds/Chargebacks.**
- a. The Parties acknowledge that once Keefe accepts a transaction submitted to the applicable payment network or otherwise for processing, Keefe cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Keefe are non-refundable to the individual by Keefe. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
 - b. In the case of chargebacks or returned funds, Keefe will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Keefe's sole discretion. Upon written request from Keefe, Customer agrees to provide requested information needed to pursue the chargeback.
 - c. If an individual requests a refund, Keefe will not be responsible for making those funds available if they have been already settled to a designated account by Keefe or are beyond Keefe's control.
 - d. If Customer and sender of funds issue inconsistent instructions or requests to Keefe, Customer's instructions will control and Customer will reimburse, defend, indemnify and

hold Keefe harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Customer's instructions.

9. Damages Cap; No Other Warranty. OTHER THAN KEEFE'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL KEEFE'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICES PROVIDED FOR IN THIS EXHIBIT D, EXCEED THE AMOUNT OF SERVICE FEES PAID TO KEEFE FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS EXHIBIT D, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES FOR THE SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

Exhibit E

Release PayTM Prepaid Debit Card Release With Government Fund "Gate Money" added to Prepaid Debit Card

1. Keefe Services. Keefe shall provide technical support and coordination for the following release Services for processing inmate trust fund balances to City's inmates ("Inmates") at time of release from the City:

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 validation. Funds will be held by Axiom Bank N.A. ("Sponsor Bank") from Maitland, FL. Axiom Bank will also be responsible for card issuances to the City. All transactions are processed by a third-party processor - Rapid Financial Solutions, LLC ("Processor").

* Additional Release Services may be made available to the City throughout the term of this Agreement and shall become part of this Agreement with the City's acceptance. No Release Services shall be implemented without the City's approval. Another Card Brand, Issuing Bank or Program Manager may be substituted during the term of this agreement at Keefe's discretion and shall not constitute an "Additional Release Service." The City will be notified in writing of any such change.

2. Designated Account. Inmates understand that neither the Processor nor Sponsor Bank control the inputs affecting the amount that is to be paid to the recipients. Therefore, as with all financial processes, Inmates take full responsibility for maintaining a sufficient balance in the Inmates' Designated Bank Account for making payments.

3. Responsibilities of the City. Card storage responsibilities of the City are outlined in the attached "Security Requirements for the Storage of Prepaid Cards", "Exhibit E-1" of this Agreement. Keefe reserves the right to modify "Security Requirements for the Storage of Prepaid Cards", "Exhibit E-1" of this Agreement. Keefe shall notify the City of any such change in writing at least 30 days prior to the change being implemented. No change shall be implemented without the City's approval.

4. Representation and Warranty of City. The parties hereby state that, based upon their understanding of the applicable laws and regulations, the terms of this Agreement are allowable.

5. Fees and Charges. Keefe shall charge a fee for its role in setting up the bank account with the bank issuing the Cards and for coordinating third party processing services. "Coordination Fees" are in accordance with the fee structure located in "Exhibit E-3" for non-Gate Money and Gate Money programs. All fees shall be assessed to the card holder/inmate.

Payment Choice Requirement. Regulators, Processor and Sponsor Bank require all Keefe participating agencies providing Gate Money as a Government Benefit to offer in all circumstances and to all persons a choice of payment other than Debit Cards (the "Payment Choice Requirement"), and City shall be responsible for ensuring compliance with the Payment Choice Requirement. Keefe reserves the right to request written certification the Payment Choice Requirement is being followed by City, a copy of which shall be promptly provided upon request. For the avoidance of doubt, any City's noncompliance with the Payment Choice Requirement, shall constitute a material breach of this Agreement by City, which, among other things, shall give Keefe the right to terminate this Agreement. Keefe or its vendor agrees to provide a Payment Choice Option in the loading interface within its software within 60 days of installation. Any participating agency not providing gate money as a Government Benefit shall have the option to offer all persons a choice of payment other than Debit Cards (the "Payment Choice Requirement"), In the event Processor notifies City that City is required by law, rule, regulatory authority, judicial or governmental order, City shall offer in all circumstances and to all persons a choice of payment other than Debit Cards (the "Payment Choice

Requirement"), and City shall require compliance with the Payment Choice Requirement. City acknowledges Keefe has informed City of the CFPB guidance found in 12 CFR Part 1005, Bulletin 2022-02, as attached.

7. City shall indicate below the type of Release PayTM program that will be provided under this Agreement.

Release PayTM without "Gate Money" funds (The inmate will receive the funds remaining on the inmate's trust account for commissary services at the time of the inmate's release from the City's facility.)

Release PayTM with "Gate Money" funds program ("Gate Money" means the inmate being released will receive funds from the City or another Government funded source, in addition to the funds remaining on the inmate's trust account for commissary services at the time of the inmate's release from the City's facility.) The facility must give a payment choice to the released inmate. The payment choice must be recorded by the facility and made available upon request.

The fees for the non-Gate Money and with Gate Money programs are attached as Exhibit E-3.

- 8. 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 City's laws dictate such.**

- 9. Equipment.** Upon expiration or termination of this Agreement, City agrees that all equipment and materials remain the property of Keefe and upon expiration or termination of this Agreement Keefe agrees to promptly remove all equipment and materials from the above-mentioned City. City 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 Agreement.

- 10. Confidentiality.** Keefe agrees to keep all information about inmates confidential and to make no disclosure thereof to any third party, except as may otherwise be required by law or necessary to provide the Service specified in this Agreement. Keefe agrees to give City prompt notice of any such disclosure.

- 11. Exclusivity.** City acknowledges that based on this Agreement, Keefe has the sole and exclusive right and authority to provide the services contemplated by this Agreement for all inmate accounts under the City's control and City shall not, throughout the term of the Agreement, engage the services of any other company to provide such services.

- 12. Compliance.** Keefe and the City shall comply with all laws, orders, rules and regulations applicable to it that are associated with the performance of its duties and obligations under this Agreement.

- 13. Fiduciary Responsibility.** City agrees that it shall, to the full extent allowed by law, assume all liability for any City related job functions that lead to discrepancies/deficiencies associated with any funding, Card loss, improper storage, etc. expressly attributed to the loading, inventorying and distribution of the Cards to the Inmates.

14. Indemnification. To the extent permitted by law, each party shall indemnify and hold the officers, directors, agents, employees, representatives, subsidiaries, parent company, affiliates, and participating agencies harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement

15. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

16. Termination. In the event that either party believes that the other party has materially breached any obligations under this Agreement, or if either party believes that the other party has exceeded the scope of the Agreement, such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been affected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the Agreement without further notice. Keefe reserves the right to terminate this Agreement if the City, or its representatives' actions, breach the City's responsibilities listed in this Agreement including all Attachments and Exhibits.

17. Assignment. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors of interest, except that City may not assign this Agreement to any person or entity without the written consent of Keefe.

18. Notices. All notices given pursuant to this Agreement shall be in writing and may be hand delivered or shall be deemed received within 10 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or email, confirmation copies must be sent by mail or hand delivery to the addresses listed above.

Addendum E-1 Security Requirements for the Storage of Prepaid Cards

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

Card Ordering

Card orders will be shipped to the designated locations by Rapid 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.

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 Rapid as soon as detected.

Card Destruction

Rapid 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 inventory log should be included in the shipment. A second copy of the inventory log should be transmitted to Rapid electronically.

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 in Exhibit E-2, attached hereto and incorporated herein by this reference must be submitted to Rapid on a monthly cycle even if no cards were destroyed in that period.

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Addendum E-3**Inmate Release Card Program Fees**

Cardholder Fees Associated with the Inmate Release Program

	Charge
Card Activation Fee	No Charge
Support Calls Fee	No Charge
PIN Change Fee	No Charge
Point of Sale (POS) Transactions (PIN & Signature)	No Charge
Cash Back Option with POS purchase	No Charge
POS Declines	No Charge
Card to Bank ACH Transfer	No Charge
Cash Out at any Principal MasterCard Member Institution	No Charge
Monthly Maintenance Fee*	\$3.95
ATM Account Inquiry Fee	\$1.50
Inactivity Fee**	\$3.95
ATM Fees***	\$2.95
ATM Decline for Non-Sufficient Funds Fee	\$2.95
Replacement of lost or stolen card	No Charge
Account Closure Fee/Request for Balance by Check	No Charge

* After 15 days of the card being validated (used for a transaction) the card starts incurring a monthly maintenance fee. 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. The fee is charged until the card has been validated (used for a transaction).

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

*****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.release.com. You will be deemed to have proper notice thirty days (30) after the amendments are posted.

Customer Service / Servicio Al Customers:

Toll Free from U.S.A. – (877) 287-2448

www.releasepay.com