



Contract Number

SAP Number

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	Keefe Commissary Network, LLC
Contractor Representative	John Puricelli
Telephone Number	(800) 411-0454
Contract Term	12/17/2024 – 03/17/2030
Original Contract Amount	-----
Amendment Amount	-----
Total Contract Amount	-----
Cost Center	-----
Grant Number (if applicable)	-----

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County), through its included Sheriff/Coroner/Public Administrator (Sheriff) desires to designate a Contractor of choice to provide commissary services (Services) within the County's correctional facilities; and

WHEREAS, the County conducted a competitive process to find Keefe Commissary Network, LLC (Contractor) to provide these Services, and

WHEREAS, the County finds Contractor qualified to provide commissary services within the County's correctional facilities; and

WHEREAS, the County desires that such Services be provided by Contractor and Contractor agrees to perform these Services as set forth below;

NOW, THEREFORE, the County and Contractor mutually agree to the following terms and conditions:

A. DEFINITIONS

A.1 Board: The San Bernardino County Board of Supervisors.

- A.2** Board Rated Capacity: The number of inmate occupants for which a facility's single- and double-occupancy cells, except those dedicated for medical or disciplinary isolation housing, were planned and designed in conformity to the standards and requirements contained in the State of California, Board of State and Community Corrections, Title 15 and in Title 24.
- A.3** Contract: The Contract between the County and the Contractor that specifies the terms and conditions in how the Contractor will provide services or products to the County.
- A.4** Contractor: Any individual, company, firm, corporation, partnership, or other organization identified as providing the Services, and to whom a Contract award is made by the County.
- A.5** Community Service and Reentry Division (CSR): Division within the Sheriff's Department that provides rehabilitation, education, support, and advocacy services for the County's vulnerable and hard to serve populations.
- A.6** Customer: San Bernardino County or the Sheriff/Coroner/Public Administrator.
- A.7** Disciplinary Isolation: Restrictive housing for no more than 30 consecutive days on only the most serious disciplinary offense where an alternative, individualized disciplinary plan is not put in place.
- A.8** General Population: Inmates are considered general population for classification purposes, unless otherwise designated.
- A.9** Indigent Inmate: An inmate who has a limited amount of money for a specified period of time.
- A.10** Inmate Services Unit: A unit within the CSR responsible for administering Inmate Welfare Fund-funded programs pursuant to Penal Code section 4025 and Penal Code section 4025.5.
- A.11** Inmate Trust Account: The bank account of an inmate while incarcerated in the County. The account may have deposits from inmate wages and other monetary deposits from family and friends. The account also disburses payment for expenditures by the inmate such as commissary and phone time purchases.
- A.12** Inmate Trust Fund: The banking account comprised of all Inmate Trust Accounts' money.
- A.13** Inmate Welfare Fund: Pursuant to Penal Code section 4025, the County maintains an Inmate Welfare Fund that supports inmate rehabilitative and vocational programming and other expenses allowed by California law.
- A.14** Jail Information Management System (JIMS): Database used by the Sheriff's Department to track inmate intake, movement, release, and other inmate activity. JIMS is also used to record inmate finances including receipt and expenditures of funds.
- A.15** JIRA: A proprietary software product developed by Atlassian that allows bug tracking, issue tracking, and agile project management.
- A.16** Minimum Security: Least restrictive classification for general population, low-level inmates.
- A.17** Medium to Maximum Security: High security classification for inmates who require a higher level of security than general population inmates.
- A.18** Purchasing Agent: The Director of the County Purchasing Department, or designee.

- A.19** Purchase Order: A purchase order specifies the types and quantity of products, services, or software ordered, the method of delivery, the delivery date required, and the location to which products or software are to be shipped or the services are to be provided.
- A.20** REST API: A software architectural style for building web-based Application Programming Interfaces (APIs).
- A.21** RFID: Radio Frequency Identification used to track inmate movement within the corrections facility.
- A.22** Services: The requested commissary services described in the Contract.
- A.23** Subcontractor: An individual, company, firm, corporation, partnership, or other organization, not in the employment of or owned by Contractor, who is performing Services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor.
- A.24** Technical Services Division (TSD): Division responsible for all computer-related technology, data, and communication systems within the Sheriff's Department.
- A.25** Type I (Facility): A local detention facility used for the detention of persons, for not more than 96 hours, excluding holidays, after booking.
- A.26** Type II (Facility): A local detention facility used for the long-term detention of persons.

B. CONTRACTOR RESPONSIBILITIES

Commissary Services performed under the direction of the Sheriff, or designee, shall meet or exceed the requirements herein:

Scope of Work

Contractor shall provide the following Services including, but not limited to:

- B.1** Commissary Operations
- B.2** Merchandise
- B.3** Family and Friends Commissary Sales
- B.4** Staffing and Training
- B.5** Commissary Software
- B.6** Equipment
- B.7** Inmate Banking / Accounting
- B.8** Transaction Automation
- B.9** Account Management and Reporting
- B.10** Web Deposit
- B.11** User Management and Support
- B.12** Records Requirements
- B.13** Leave-Behind Solution Requirements
- B.14** Other Value-Added Services
- B.15** Deliverables
- B.16** Contractor's Approach and Methodology
- B.17** Service Performance Standards and Quality Assurance
- B.18** Liquidated Damages

B.1 COMMISSARY OPERATIONS

- B.1.1** Contractor shall provide Services at the following correctional facilities:

Facility List	Board Rated Capacity
Central Detention Center (CDC)	797
Glen Helen Rehabilitation Center (GHRC)	608
West Valley Detention Center (WVDC)	3,347
High Desert Detention Center (HDDC)	1,781
Big Bear Jail	Type I
Colorado River Jail (Needles)	Type I
Morongo Basin Jail	Type I
Barstow Jail	Type I
Victor Valley Jail	Type I

The County reserves the right to add or delete Services in the future at the Type I booking facilities, should the need arise. As of 8/21/24, GHRC will be temporarily unoccupied but may be re-occupied depending on County needs. Contractor and County shall coordinate as needed.

- B.1.2** Contractor shall provide access to the inmate commissary on a schedule that ensures each inmate has an opportunity to make purchases at least once per week. The schedule must be agreeable to the County and be such that commissary ordering and delivery does not interfere with facility operations. Changes to holiday delivery and ordering schedule must be submitted at a minimum of 30 days prior to the holiday or schedule change. Notification of changes must be provided to all facilities. In the event an inmate is not present during delivery or has been moved to a different facility and/or area since time of order, Contractor shall make a second delivery attempt to the inmate's appropriate delivery location or issue a refund within 24 hours.
- B.1.3** Contractor shall establish and maintain an efficient system for providing refunds for damaged or otherwise unacceptable items and items that could not be delivered because the inmate was released or moved. Contractor shall provide refunds for any order discrepancy 24 hours after the delivery is complete. The same procedure will apply to orders from released or relocated inmate. See **Exhibit 5** for additional details.
- B.1.4** Contractor shall establish a system and maintain procedures for the effective resolution of inmate commissary complaints for commissary-related issues. Procedures must be compatible with, and use the same forms, as specified in the Sheriff's Office Policy on inmate grievances (**Exhibit 3**). The system must be electronic and easy to use and must allow inmates to directly contact the Contractor to resolve their concerns. It should be made available via webform on kiosks, tablets, or other electronic means.

Contractor's policies and procedures in preventing inmate complaints concerning commissary products and services shall include the following:

- a. Ensure that all inmates with funds who place an order will receive an order
- b. Ensure that the order is delivered to the correct inmate by confirming inmate identification from identification card
- c. Ensure that all items charged are delivered in full and to the satisfaction of the inmate receiving the order
- d. Printing on the order receipt or invoice the items that were ordered but rejected and not charged or delivered due to reasons such as insufficient funds, violation of a restriction, and exceeding the spending limit. Contractor shall take the time to explain the same to the inmate
- e. Delivery agents shall verify that the inmate receives their order during re-routes
- f. Delivery agents shall bring with them a complete listing of inmate fund balances at the time the orders were entered

- g. Contractor shall process and re-deliver missing and damaged items or complete a refund within 24 hours
- h. Contractor shall re-route orders for inmates who have been moved after placing their order or issue a refund within 24 hours
- i. Contractor shall post all credits within 24 hours
- j. Contractor shall reconcile all signed order receipts and posted credits with the listing of charged orders to ensure 100% completion within 24 hours

Contractor shall research, resolve, respond to, and forward back to Sheriff's designated staff all inmate commissary requests and complaints within 24 hours of receipt. The nature of the complaint shall be researched thoroughly before a response is provided. The commissary manager or assistant shall approve the response prior to forwarding it to the Department handling the complaint. Any need for resolution on Contractor's part will be handled immediately and documented on the response. The complaint, resolution, response, and supporting documentation shall be provided to the Department handling the complaint within 24 hours of receipt. See **Exhibit 3**.

- B.1.5** Contractor shall provide inmate commissary from an offsite location, with all warehousing, administrative offices, and other necessary facilities to be located outside of County facilities. Contractor shall provide and maintain enough vehicles necessary to make deliveries on schedule.
- B.1.6** Due to the County not having space for inventory to be stored on-site at each facility, all orders shall be received by the Contractor and then bagged offsite before being brought to each County facility for delivery to inmates by Contractor's staff. All commissary operations as it relates to order fulfillment and inventory management shall take place at Contractor's warehouse in Fontana, California.
- B.1.7** Contractor shall have a transition plan by which Contractor will take over existing commissary operations in such a way that neither commissary services nor facility operations are disrupted by the transition of services.
- B.1.8** Contractor shall describe the procedures by which commissary services will be provided. Contractor shall provide commissary services to all Type II facilities based on the current schedule. All order fulfillment and processing shall be administered at the Contractor's Fontana warehouse location by Contractor's staff. All orders shall be transported to each detention center by Contractor staff using dedicated Contractor vehicles. Contractor staff shall complete delivery directly to each of the housing units. See **Exhibit 4 – Commissary Services Procedure**.
- B.1.9** Contractor shall use the following digitized process for automated, electronic ordering.
 - a. Electronic Orders – Kiosk/Tablet – digitized in SQL Server database
 - b. Electronic Orders – Phone Integrated Voice Response (IVR) – digitized in SQL Server database
 - c. Scantron Orders – Optical Mark Recognition (OMR) – digitized in SQL Server database
- B.1.10** Contractor shall provide a phone or electronic ordering system, to include inmate tablets (if requested by the County) or any other ordering methods acceptable to the County.

Kiosk and Tablet Commissary Ordering

The Contractor's EDGE Exchange 2.0 (EDGE) application shall be designed to allow inmates to enter their orders and adjust them as often as they would like within a single session until the cutoff time of that session. Once the cutoff time is reached, all order requests shall be processed, and all facility rules and restrictions are applied. After all

requests are processed, orders are built and dispatched to the distribution center for fulfillment.

The touch screen ordering system shall allow users to view approved commissary product pricing and availability. Inmates shall be able to create a "grocery list" with the EDGE kiosk/tablet application. Inmates shall simply touch the category that will display the items to be added to the grocery list.

B.1.11 Contractor shall allow the County to set spending limits and product restrictions for individuals or groups based on classification status, housing location, and/or disciplinary restrictions. Authorized users shall be able to create and manage rule sets by product, category, inmate demographics, custody level, and frequency.

B.1.12 Contractor's system shall interface with the County's JIMS. Contractor shall work with and coordinate with Sheriff's TSD to achieve that end. The system shall fully conform with and support the following County infrastructure and environmental requirements:

Contractor cloud Software as a Service (SaaS) shall be fully hosted by Contractor at redundant data centers. No server footprint shall be required on County premises, and users shall access the SaaS via Edge or Chrome browsers. Contractor shall provide a number of APIs for data exchange. Contractor shall also provide APIs for posting transactions into the Contractor banking system should the County opt to use the Contractor SaaS banking application. These shall include transaction posting services. In addition to API access, Contractor shall incorporate its web-based inmate self-service EDGE product onto Contractor's equipment and onto third-party kiosk and tablet providers.

- a. Microsoft Windows Server 2019 or higher operating system
- b. Microsoft Windows 10, or newer, Professional PC workstation operating system with full Graphical User Interface
- c. Microsoft Windows Intel or Intel-compatible PC Workstations
- d. ANSI SQL and ODBC-compliant relational or post-relational database management system
- e. 100/1000 Base-T switched Ethernet Local Area Network topology and TCP/IP protocol
- f. Existing County IT broadband based Wide Area Network
- g. Latest Microsoft Edge or Google Chrome browser compatible
- h. Use of either Visual Basic, .NET, or C# as the applications language or XML support for Web usage, although other ANSI standard languages shall be considered
- i. Use of generally accepted IT industry methodologies for software design, especially for external data exchange interfaces, APIs, and interfaces to common infrastructure support services such as OLE 2.0, MAPI 1.0, TAPI 2.0, SAPI 1.0, and CCOW
- j. Full scalability for the commissary application and any required hardware/software platform
- k. Software Applications shall be compatible with the following:
 1. Microsoft Windows 2019 server or higher network operating systems
 2. Microsoft SQL Server 2019 or newer database management system
 3. SQL Reporting Services and or online analytical processing tools
 4. Microsoft Office 2019, Microsoft Office 365 or newer
 5. Microsoft System center Configuration Manager for automated software distribution across the network
 6. Microsoft Forefront Endpoint Protection
- l. County JIMS contains a built-in web service for commissary operations. To retrieve data from JIMS, the Contractor's commissary application shall call and utilize the

existing web service with no required programming on the part of the County. All web services for the jail system are created using the Windows Communication Foundation or using REST APIs framework. The commissary web service has the following methods available:

1. GetAccountHistory: Provides all the financial transactions for a booking
2. GetAllActive: Provides all the inmates currently housed in the Type I and II facilities This method includes basic information about the inmate. To get a complete inmate record, you must use method LookupInmate
3. GetNewBookings: Provides the bookings that have been added since a given date/time
4. GetRecentReleases: Provides the bookings that have been released since a given date/time
5. GetTransactionStatus: Retrieves information about a specific transaction for a booking
6. LookupInmate: Retrieves the inmate information by booking number
7. PostInmateTransaction: Adds a transaction to the booking's account

Contractor shall support all of the above listed APIs. When Contractor provides the commissary application with an interface to the County's inmate banking system, methods one (1), two (2), five (5), six (6), and seven (7) shall be consumed by Contractor. Should the County adopt the Contractor banking system in addition to the commissary system, methods two (2), three (3), and four (4) shall be consumed by Contractor.

B.1.13 Contractor shall ensure that order amount does not exceed the available amount in an Inmate's Trust Account or other preset limit which may be specified by the Sheriff.

Within Contractor's cloud commissary, order quantity restrictions shall be set by the facility and automatically imposed on orders set to those restrictions. If an inmate runs out of money, their items shall be rejected by the priority set by Sheriff. The total order shall not be cancelled because an inmate runs out of money. Inmates shall receive the items for which they have available funds.

B.1.14 Contractor shall provide commissary order forms listing all approved menu items and current prices. Order forms shall also include spaces for inmate names, inmate identification numbers, housing units, cell numbers, and order dates. Inmates will submit completed order forms to Contractor according to the agreed upon order schedule when orders cannot be submitted electronically. Contractor shall provide alternative options when electronic ordering systems fail.

Keefe Commissary Ordering Methods	
Keefe offers five (5) no cost commissary order entry options	
<p>EDGE Kiosk / Tablet Order Entry Keefe's EDGE application is designed to allow confined individuals to enter their orders from a housing unit kiosk and adjust them as often as they would like until the cutoff time. The kiosk application will apply rules and restrictions and will display balance and account history.</p>	<p>Keefe IVR Phone Order Entry Phone touch tone voice prompted. Keefe's IVR order entry system is attachable to facility phone systems and uses text to voice technology for speaking product names in English or Spanish. The IVR voice prompts announce the confined individual's spendable balance, order review, order creation, item, and pricing information, and enable order entry from Keefe's menu of commissary products.</p>

<p>Scanning Order Entry (Bubble Forms) The Keefe scanning solution functions with the Keefe cloud banking system and commissary applications in a Chrome environment. Keefe will have printed scan forms available to all confined individuals for order placement. Keefe can create several different types of menus to help promote a safe and orderly environment within the facilities (i.e., male, female, disciplinary, diabetic, etc.).</p>	<p>Keefe Cloud Commissary Direct Entry Cloud Commissary is Keefe’s online commissary ordering solution. Contractor commissary staff can create orders from manual order forms for items from Pick N Pack, Trinity Take Out, and Cart items. Users can edit, change, or delete existing online orders through this app.</p>
<p>Access Securepak Custom Package Securepak is designed to give family and friends the ability to order commissary items for confined individuals. As part of the Securepak program, Access Securepak will create a customized, user-friendly website that shows the facility’s approved menu and enforces the Sheriff’s regulations and order limitations. Users will be able to place package orders online twenty-four (24) hours a day, seven (7) days a week, and automatically receive a confirmation that their orders are being processed.</p>	

B.1.15 Contractor shall fill orders at a minimum rate of 98% completeness and accuracy. Contractor shall have a full-time dedicated purchasing department and a full-time dedicated distribution department, and regional distribution centers to help ensure proper inventory levels for filling orders. In addition, Contractor’s regional business manager and inventory control manager shall monitor inventory levels on a daily basis to ensure proper levels within the San Bernardino region to support Contractor’s required completeness and accuracy rate. Contractor acknowledges responsibility for all inventory maintenance and control. Contractor shall ensure commitment to customer service and use of multiple distribution resources to ensure a high product fill rate.

Warehouse Management System (WMS):

To maintain a high fulfillment rate, Contractor shall utilize a WMS and a start/stop scanner. The WMS shall help track inventory, and Contractor’s line stockers shall scan in product from stock into the pulling arena. Daily stock level reports shall be sent to the supervisor to notify them on what items need to be stocked daily. To ensure all orders in every batch are pulled, Contractor shall utilize a start/stop scan. Every order shall be scanned when started and upon completion. At the end of every batch the supervisor shall not close out the batch until all orders are confirmed for completion.

B.1.16 All commissary orders shall be packed in clear, plastic bags, that are microperforated across the entire surface of the bag, in Contractor’s local Fontana, California warehouse. Every order shall contain two (2) printed copies of the invoice; orders shall be packed on delivery carts by location (module). Perforated bags must have no less than one (1) hole per square inch of surface area.

B.1.17 Each order shall contain two (2) printed copies of the invoice listing the merchandise in the package, as well as any alterations that have been made to an inmate’s order.

B.1.18 All orders shall be transported directly from Contractor’s local Fontana, California warehouse and delivered to each jail location on its specified day of the week. All deliveries shall utilize the Contractor’s vehicles driven by the Contractor’s on-site delivery team. Contractor’s on-site delivery team shall complete the delivery process based on the current delivery schedule.

The delivery schedule shall be Monday to Friday starting at 3:00 PM. Contractor and Sheriff shall agree on which facility shall be delivered to on which day.

- B.1.19** Contractor's projected turn-around time, between when an inmate orders and when items ordered are delivered, shall be a maximum of 24 hours. Contractor shall fill and ship orders the same day for next-day delivery from Contractor's warehouse location in Fontana, California.
- B.1.20** Contractor shall have, and follow, the following procedures to prevent the introduction of contraband into County facilities.
- a. Order Fulfillment – Orders shall be sent electronically to Contractor's off-site warehouse and filled by employees who do not have access to delivery staff. Each order shall be filled by multiple employees via assembly line, whereby each filling station includes a small number of products available to be added to an order.
 - b. Warehouse Security System – Shall record activity in the warehouse, production arena, office space, loading docks – shipping and receiving, and all building entrances and exits. The camera monitoring system shall run twenty-four (24) hours a day, seven (7) days a week, 365 days a year. All information shall be recorded to a digital video recorder and kept in archives for a minimum of thirty (30) days for any investigative needs.
 - c. Secure Entrance – Entry into Contractor's warehouse shall require a company-provided key fob or an employee to manually let an individual in. This shall ensure access is only granted to Contractor's employees or approved visitors. Visitors shall sign in at the Contractor's front desk, wear a visitor's badge at all times while within the Contractor's warehouse, and always be accompanied by a Contractor employee.
 - d. Identifiable Staff – Contractor shall require uniforms to identify employees, key and tool logs, driver cages to keep non-employees from entering, and security lighting to easily identify Contractor's staff.
 - e. Security Door Contacts and Tape – All other entrance doors at the warehouse shall have security contacts that would set off Contractor alarm and alert staff if a security door is opened. These contacts shall be included in Contractor's third-party, twenty-four (24) hours a day, seven (7) days a week, 365 days a year-monitored security system that alerts Contractor management, the police, and the third-party monitoring company and shall set off the local security alarm if a door is opened. Doors that should never be opened shall have security tape on the door jambs to allow management to view if any door has been tampered with.
 - f. Door Gates – Shall allow the loading dock doors to be secure from the outside during the working day if bay doors are open. Contractor policy shall be that door gates are kept closed during the day unless product is being taken on or off a vehicle. Access to the warehouse shall be prevented through the bay doors with the gates in place.
 - g. Third-Party Driver Cage – Contractor shall ensure outside delivery drivers are not allowed into the warehouse pulling and overstock areas by employing a fenced-in area where drivers wait until their shipment is unloaded. Third-party drivers shall not be allowed into Contractor's secure warehouses and shall be restricted to the fenced-in location that has no access to the secure warehouse.
 - h. Employee Lockers – Contractor shall provide lockers/storage areas for each warehouse employee. Contractor shall maintain a policy that no tobacco, cell phones, weapons, etc., are allowed into the warehouse to ensure that no contraband may be introduced into a package order by accident. Employees shall be required to place all personal items in the lockers during the day, which items shall only be used during breaks/lunch outside of the warehouse.
 - i. Tool Control – Any tools used by Contractor staff in the warehouse shall be signed in or out after each use. No orders shall be permitted to leave the warehouse until a full review of all tools is made and all tools are accounted for to ensure there has been no accidental introduction of contraband into an order to be delivered to a

facility. Only authorized staff shall be approved to sign out tools that are affixed to the employee using a “spring bungee cord lanyard,” which is attached to the tool at one end and to the employee on the other. This shall ensure that the tool does not accidentally fall into a box or order that is to be delivered to a facility.

- j. Training for Contraband Prevention – Shall be completed by warehouse and all on-site personnel.
- k. X-Ray Screening – Contractor shall screen all commissary items for contraband detection at the detention facilities prior to delivery to inmates.

B.1.21 Order requests shall be sent electronically and printed at Contractor’s off-site warehouse. Orders shall be sealed and delivered to the inmate population unopened in clear plastic bags, with a receipt of purchase with the inmate’s name and ID number clearly visible from the inside of the bag. Contractor’s fully trained, uniformed personnel shall deliver commissary to each individual inmate within the required timeframe.

Contractor staff shall deliver commissary orders to each individual inmate at their location as marked on the delivery receipt. Commissary orders shall be delivered to the facility at least once per week or as specified by schedule approved by Sheriff.

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

B.1.22 Contractor’s warehouse management system shall allow Contractor’s warehouse team to temporarily change the status of an item to be unavailable if it is out of stock prior to order fulfillment to avoid the item from being processed. In the event the item becomes out of stock during the fulfillment process and the out of stock item is discovered to be out of stock during the delivery process, Contractor’s on-site team shall notate the receipt and Contractor’s administrative staff shall issue a full refund for that item(s). Credits shall be issued within 24 hours of identifying the out of stock item.

B.1.23 Contractor shall issue credits or refunds. All credits must be reflected in the Inmate’s Trust Account within 24 hours. Additionally, Contractor shall process commissary complaints within 48 hours and shall provide monthly report summaries to CSRD on the first day of each month for the previous month.

B.1.24 Returns and undeliverable merchandise shall be handled in the following manner:

Every order shall have two (2) copies of the receipt, one (1) for the inmate to keep and another for the inmate to sign and Contractor to keep for their records. In case of a discrepancy during delivery, Contractor shall make notes on the Contractor receipt copy to ensure the inmate receives credit for the discrepancy within the next 24 hours.

If an inmate is moved to a different part of the facility, Contractor shall relocate the order as long as access is allowed to that part of the facility. If the inmate gets released, the full order shall be sent back to the warehouse for full refund to be completed within 24 hours from the intended delivery.

B.1.25 The County requires that the Contractor’s delivery staff issue indigent inmate kits to eligible inmates while delivering commissary orders each week. The County is unable to reasonably estimate the number of indigent inmate kits likely to be issued in a given time period. In the event Title 15 of the California Code of Regulations or other legal changes require changes/additions to indigent inmate kits, Contractor agrees to alter

indigent inmate kit contents at no charge to the County within 30 days of receiving notification of such changes in order to ensure legal compliance is maintained.

B.1.26 Each indigent inmate kit shall be provided in clear, plastic bags that are microperforated across the entire surface of the bag, with a minimum size of 12" x 4", and shall contain the following:

- a. Five (5) postage paid envelopes
- b. Eight (8) sheets of paper
- c. One (1) pencil (golf-type)
- d. One (1) safety/security disposable razor
- e. One (1) safety/security toothbrush
- f. One (1) bar of clear soap (4 oz. minimum)
- g. One (1) clear tube of toothpaste (1.7 oz. minimum)
- h. One (1) pocket size comb
- i. One (1) transparent, sealable bag

B.1.27 Contractor, at its sole cost and expense, shall provide a minimum of 75,000 indigent inmate kits to the County annually. For additional indigent inmate kits beyond this amount, Contractor shall separately bill Sheriff monthly for the gross sales based upon the gross unit cost as established by the parties, as specified in **Section B.1.28** below.

B.1.28 The costs associated with providing indigent inmate kits shall be mutually agreed upon by both parties. On the effective date of the Contract, the price per kit over 75,000 annually shall be \$7.50 USD. In the event legal changes require changes/additions to indigent inmate kits or Contractor desires to increase the gross unit cost of indigent inmate kits, Contractor shall submit the proposed unit cost increase to the County no later than December 31 of the current Fiscal Year for consideration during the next Fiscal Year budgetary process to become effective on the next July 1. Any cost increases shall be accomplished by amendment to the existing Contract with the Contractor.

B.1.29 Contractor shall provide a schedule for deliveries to each housing unit in each facility. Contractor shall deliver commissary orders on Tuesday, Wednesday, and Friday from 3:00 PM to 10:00 PM for HDDC and WVDC, and Monday and Thursday from 4:00 PM to 10:00 PM for GHRC and CDC. Contractor's dedicated delivery truck shall arrive at the detention facility at 3:00 PM for HDDC and WVDC and at 4:00 PM for GHRC and CDC in order to unload the carts and scan the orders. Delivery shall be completed between 5:00 PM and 10:00 PM.

County's requests for schedule changes shall be communicated to the Contractor in writing. Final delivery schedules will be approved only after consultation with the CSRD Commander or designee.

Delivery

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

B.1.30 All inmate payments for commissary goods shall be remitted to the Contractor, with payment provided by the Contractor to the County for its commission at the end of the month. Commissary invoices for sales in detention facilities shall be provided net of commission. Contractor shall support a variety of billing formats. Each delivery batch and each refund or credit batch shall automatically generate an invoice.

B.2 MERCHANDISE

The commissary menu must include, at a minimum: drinks, cookies, pastries, candy, ramen, chips, fish and meat snacks, and other various food items, as well as office supplies (writing paper, golf-type pencils, envelopes, etc.), playing cards, bowls, spoons, personal hygiene products, shoes, and various clothing/linen items, with a preference for an expanded and comprehensive menu.

- B.2.1** Products shall be “corrections-safe,” meaning that no products may contain alcohol, be flammable, or be packaged in metal or glass of any sort. All hard candies and powdered drink mixes must be sugar-free unless specifically approved otherwise by the CSRD Commander or designee.
- B.2.2** Where possible, all merchandise shall be individually wrapped in transparent packaging with freshness dates (when applicable) printed on the wrapper.
- B.2.3** Except for pastries, bread, and milk, all merchandise shall have at least 30 days of remaining shelf life after it is delivered to an inmate.
- B.2.4** All food items, including pastries, bread (if provided), and milk (if provided), shall be delivered undamaged and without spoil, or otherwise defective.
- B.2.5** All food items for sale shall have nutritional information on packages or labels.
- B.2.6** Contractor shall maintain a current list of all approved items available for sale through the commissary, which shall be posted in English and Spanish for all inmates to see and shall be approved annually by the CSRD Commander or designee. If requested by CSRD staff, Contractor shall provide a current list of all approved items for sale in various languages. The commissary menu and ordering procedures must be posted in all inmate kiosks and in general population housing areas, if required by the County.
- B.2.7** Contractor shall provide a variety of heart-healthy, low-salt, kosher, and halal products, and merchandise for female inmates and non-English speaking inmates.
- B.2.8** Such specialty products shall clearly be labeled on the packaging, on the menu(s) in each inmate housing area, and in the commissary control system for facility staff to view.
- B.2.9** Contractor shall not sell items that bear or display a warning label (flammable, toxic, or habit-forming etc.) without written approval of the CSRD Commander or designee.
- B.2.10** Contractor shall not sell tobacco products, tobacco paraphernalia, electronic cigarettes, or other similar electronic devices, whether or not such electronic devices deliver nicotine.
- B.2.11** Any over-the-counter medications offered for sale in the commissary must be approved in writing by the CSRD Commander or designee.
- B.2.12** A separate menu must be offered to female inmates. Only female inmates may order from this menu, which must include personal care, hygiene, and other items necessary and appropriate for female inmates.
- B.2.13** From time to time, the County may request that Contractor provide additional merchandise to respond to inmate requests for lower prices, different brands, more ethnically diverse products, new games, or more flavors, etc. Contractor shall have a demonstratable capacity to fulfill all requests that the County may make and shall do so with corrections-safe merchandise in a timely manner.

- B.2.14** Substitutions or removal of items from the approved commissary menu will be subject to the written approval of the CSR D Commander or designee.
- B.2.15** Contractor shall be responsible for addressing all inmate commissary complaints related to the commissary operations and/or merchandise. A report must be provided each month to the CSR D Commander or designee, summarizing the number of inmate commissary complaints, their nature, and the Contractor's response and resolution of those complaints.
- B.2.16** Contractor shall be responsible for the collection and payment of all sales tax to the appropriate taxing entity(ies).
- B.2.17** Contractor shall provide a menu of commissary items for sale to inmates, including pricing for each item. Sales tax shall be included as a separate item on the menu.
- B.2.18** Contractor shall agree to provide, at no cost to the County, samples of any product to the CSR D Commander or designee upon written request.

B.3 FAMILY AND FRIENDS COMMISSARY SALES

Contractor shall provide inmates' friends and family members the ability to purchase commissary items on behalf of an inmate through the web. These orders shall be delivered to inmates in the same manner as specified in **Section B.1.20** and must be included in all sales reports and in the calculation of total commissionable sales each month.

- B.3.1** Contractor shall operate Access Securepak, the most comprehensive custom inmate package program in the correctional industry. Family members and friends shall be able to place orders online to send packages to inmates that only contain items preapproved by the Sheriff.

The Sheriff shall determine and approve all items before they are featured online. All online orders shall be packaged in the same type of perforated poly bags as commissary orders and shall be delivered to the inmates in the same method as commissary orders.

Contractor shall also provide a call center for family and friends to contact for any questions or issues.

- B.3.2** Contractor shall accept online payments and shall be level 1 PCI compliant. Contractor shall require that the family member and/or friend select a specific inmate for whom they intend to purchase items. The selection of the specific inmate shall trigger the rules, policies, and regulations unique to the inmate. Once the specific inmate is known, Contractor shall enforce all rules, policies, and regulations that the Sheriff requires.

Contractor shall have the ability to receive a nightly file supplied by the Sheriff containing the necessary information about the inmate (full name, ID, security level, housing, etc.) that shall be integrated into the website allowing the family member and/or friend to find and select the correct inmate for whom they wish to purchase the items.

- B.3.3** Contractor shall provide posters, item order guides, and postcard size information slips in the commissary orders to inform both the inmates and their family members and/or friends of the program's existence. Sheriff may place a website link on its website further advising the family member/friends of the program's existence.

- B.3.4** Contractor shall use a customized website with unique rules, regulations, and eligibility status for the County, for use by the family members and/or friends of inmates.

B.4 STAFFING AND TRAINING

B.4.1 Contractor shall provide qualified, competent, well-trained staff on-site at County locations to provide the commissary Services described herein, including Spanish-speaking personnel. These personnel, who will be employed by Contractor, must pass a background check administered by the County, which may take up to eight (8) weeks. Contractor shall provide an overview of its employment process for employees that may handle County orders. The security clearance acquired upon successful completion of the background check must be maintained for the personnel to access the Type II corrections facilities. See **Section C.6 - Background Checks, Attire, and Removal of Contractor Personnel** - for additional details and requirements.

Hiring Practices

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

Contractor shall offer Sheriff's designated staff the opportunity to be a part of the interview process or review any of the qualified candidates, should the need arise for replacement of on-site employees.

Contractor shall provide management, including supervision, training, and staffing, to serve the County. Contractor shall ensure that all commissary operations are provided in a safe, secure, and efficient manner, and in compliance with all County rules, regulations, directives, and policies.

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

Contractor shall perform criminal records checks and illegal substance use testing on all of its pre-employment candidates. Contractor shall utilize the following 12-step process for hiring all of its employees:

- Step 1: Assess the needs of the Sheriff
- Step 2: Contact the Contractor's recruiting department
- Step 3: Pre-screen applicants
- Step 4: Prepare for interviews
- Step 5: Conduct focused interviews on final candidates
- Step 6: Make conditional job offer
- Step 7: Request background check
- Step 8: Administer drug test
- Step 9: Make formal job offer
- Step 10: Present employee with copy of job description
- Step 11: Train
- Step 12: Test and assess the need for follow-up training

On-site Staff Training

On-site personnel shall undergo extensive training, documented in Contractor's confidential "On-site Commissary Managers Policies and Procedures" manual, which shall cover the topics below. *Upon award of the Contract, Manual shall be provided to Sheriff on request.*

- a. Introduction**
 - 1. Corporate Overview
 - 2. Your Role as a KCN Manager
- b. Working in a Corrections Environment**
 - 1. Facility Policies and Procedures
 - 2. Contraband
 - 3. Working with Others
 - i. Keefe Group Employees, Corrections Employees, Inmates, and Inmate Workers
 - ii. Motivating Employees in a Corrections Environment
 - iii. Managing Conflict
 - 4. Fraternalization, Manipulation, and Complacency
 - 5. Building Appropriate Relationships
 - 6. Inappropriate Conduct
 - 7. Manipulation
 - 8. Complacency
 - 9. Working Scenarios
- c. KCN Best Business Practices**
 - 1. Safety and Security
 - i. Safety
 - ii. Emergency Evacuation
 - iii. Clearance and Identification
 - iv. Personal Belongings
 - v. Keys
 - vi. Equipment and Vehicles
 - vii. Housekeeping
 - 2. Delivery Guidelines
 - 3. Inmate Commissary Complaints
 - 4. Inventory Maintenance
 - 5. Revoked Clearance or Arrest
 - 6. Workplace Safety and Workers Compensation
 - 7. Social and Professional Networking Policy, Personal Use
 - 8. Public Relations Policy

B.4.2 Contractor shall provide, at a minimum, the following staffing numbers for each facility:

- a. CDC – 7
- b. GHRC – 6 (required for deliveries when the facility reopens)
- c. HDDC – 12
- d. WVDC – 12

B.4.3 Contractor's on-site existing staff shall submit to periodic background checks, administered by the County.

B.4.4 Contractor shall maintain a bench of qualified personnel who have passed the Department-required background check and security clearance in the event current personnel needs replacement. This is to ensure that the required minimum staffing numbers per facility are maintained at all times.

Contractor shall have local management staff/dedicated drivers who service other neighboring accounts near San Bernardino County as backups for assistance with commissary delivery, if required.

- B.4.5** Contractor shall be responsible for its employee payroll, including all applicable wages, payroll taxes, employment withholdings, social security, or other wage benefits.
- B.4.6** All employees who will, or might, work on-site at County facilities at any time, or who will have access to the inmate banking records via a Virtual Private Network (VPN) or other similar method, must have passed a background check and security clearance before appearing at any County facility or accessing any application or network over which County data is available. Access to VPN shall be requested by Contractor from Sheriff's TSD every time its staff requires access to the inmate banking records.
- B.4.7** All County detention facilities are Prison Rape Elimination Act (PREA) compliant. Contractor's staff who have contact with inmates shall successfully complete both County-provided PREA and Introduction to Corrections training, including refresher courses, if applicable.
- B.4.8** Contractor shall provide copies of lesson plans and handouts to the County for its own in-house PREA training, if applicable.

B.5 COMMISSARY SOFTWARE

Contractor shall provide a correctional commissary management software application to enforce all restrictions, provide all reports, track all inventory, and generally support required commissary operations.

- B.5.1** This application shall be currently in use in other correctional facilities and be actively supported by a qualified development team that will be available to the County throughout the term of the Contract. Contractor developers shall work in five (5) agile teams, promoting software updates through multiple testing environments with regression testing prior to releases scheduled every two (2) weeks. Contractor's developers shall organize agile development efforts in the Contractor's JIRA software. To avoid down time, updates to the commissary software must be deployed outside the normal operation hours when inmates are allowed to place orders or otherwise use the system.
- B.5.2** All inmate information and all records gathered or stored on the commissary software application or in the inmate banking system are the property of the County and may not be accessed, used, released, or duplicated except as approved in writing by the County in advance of any such release, access, duplication, etc.

Data Ownership

The Contractor's Keefe Cloud SaaS is a multi-tenant hosting model. Contractor shall employ a Tenancy Key Segregation model to ensure data is 100% isolated by agency and that agency data reflects the respective time zones. All data generated by the County shall remain the property of the County, accessible only by the County.

- B.5.3** The County shall have the right to require the Contractor to share information and exchange files with other software applications (such as JIMS and the inmate telephone system provider) at no cost to the County, provided that other vendors reasonably accommodate the Contractor's file format and network protocol preferences. Contractor shall accept inmate information either through secure File Transfer Protocol (FTP) transmissions or web services real time updates.
- B.5.4** Although Contractor's staff may be active users of the commissary software application, all records and information contained in that software pertaining to County inmates shall be visible to authorized County staff at any time. This shall include all information about County inmate returns, credits, commissary complaints, or partially filled orders.

County staff shall be able to access the Uniform Resource Locator (URL), <https://keefe.cloud>, using either Chrome or Microsoft Edge browsers to view all County inmate-related records and information including returns, credits, and commissary complaints. Any items denied from the order for restrictions or insufficient funds shall be listed on the delivery receipt or invoice with the reason for rejection. All rejected items shall also be viewed in the delivery batch rejection page.

B.5.5 At a minimum, the commissary software application shall:

- a. Allow commissary purchase restrictions based on the balance in the inmate’s Trust Account, housing location, product groups, and individual product purchasing patterns.
- b. Allow dietary, indigent, debt, day-of-the week discipline, or behavioral restrictions on commissary purchases.
- c. Allow product names to be customized for phonetic pronunciation on a telephone ordering system. For IVR, inmates shall use the 4-digit product code to hear the product spoken to them in the language chosen before adding to their order.
- d. Allow printing of commissary menus in English and Spanish directly from the system.
- e. Enable no-touch posting of commissary orders at a specified time and day.
- f. Import orders from bubble sheets, inmate telephones, or kiosks.
- g. Provide commissary ordering options for inmates with physical or mental disabilities such as blindness, hearing loss, motor skills impairment, etc., through the following options:

<p>Contractor Commissary Ordering Methods</p> <p>Contractor shall offer five (5) no cost commissary order entry options available to the County.</p>	
<p>EDGE Kiosk / Tablet Order Entry</p> <p>Contractor’s EDGE application shall be designed to allow inmates to enter their orders from a housing unit kiosk and adjust them as often as they would like until the cutoff time. The kiosk application shall apply rules and restrictions and shall display balance and account history.</p>	<p>IVR Phone Order Entry</p> <p>Phone touch tone voice prompted.</p> <p>Contractor’s IVR order entry system shall be attachable to facility phone systems and use text-to-voice technology for speaking product names in English or Spanish. The IVR voice prompts shall announce the inmate’s spendable balance, order review, order creation, item, and pricing information, and enable order entry from Contractor’s menu of commissary products.</p>
<p>Scanning Order Entry (Bubble Forms)</p> <p>The Contractor scanning solution shall function with Contractor’s cloud banking system and commissary applications in Chrome environment. Contractor shall have printed scan forms available to all inmates for order placement. Contractor shall create several different types of menus to help promote a safe and orderly</p>	<p>Cloud Commissary Direct Entry</p> <p>Cloud Commissary shall be Contractor’s online commissary ordering solution. Contractor commissary staff shall create an order from manual order forms for items from Pick N Pack, Trinity Take Out, and Cart items. Users shall be able to edit, change, or delete existing online orders through the Cloud Commissary Direct Entry app.</p>

environment within the facilities (i.e., male, female, disciplinary, diabetic, etc.)	
<p>Access Securepak Custom Package</p> <p>Securepak shall be designed to give family and friends the ability to order commissary items for inmates. As part of the Securepak program, Access Corrections shall create a customized, user-friendly website that shows the facility's approved menu and enforces the Sheriff's regulations and order limitations.</p> <p>Users shall be able to place package orders online twenty-four (24) hours a day, seven (7) days a week and automatically receive a confirmation that their orders are being processed</p>	

- h. Allow manual entry and editing of orders received through any inmate ordering system before the orders are billed to the Inmate Trust Account. While orders are in the shopping cart (regardless of whether they were ordered from Scantron, kiosk, or direct entry), they shall be able to be edited by County staff. Orders entered by kiosk into the shopping cart shall be able to be edited by both inmates and County staff.
- i. Allow commissary sales of defined products such as electronics to create tracked property for an inmate. Contractor's Cloud Commissary supports a feed of property items to the JIMS property system for inventory and distribution. Tracked property items shall be printed in Contractor's fulfillment center to a separate receipt and delivered to the County property office at each detention center for evaluation of delivery, for instance, if a prior item must be returned in order to receive a new item of the same type, or refillable items such as batteries need to be returned to receive fresh batteries. Within the staff view of the Contractor's cloud commissary system, property items shall be tagged for reporting and restriction, including quantity purchased and requested over time.
- j. Receipt Printing
 - 1. Inmate receipts shall be printed and included with the inmate's order which includes the following minimum information: Inmate ID, Name, Facility Name, Housing Location, Balance Prior to Order, and Balance After the Order. For each product ordered, the receipt must show: Product Order Code, Product Description, Quantity Ordered, Unit Price and Taxes.
 - 2. For products ordered but not received, the receipt must indicate the reason an inmate did not receive the item originally ordered (e.g., insufficient funds or restricted items).
 - 3. Be configurable to print inmate commissary order receipts even for inmates who should not receive a commissary order. For example, an inmate who has a behavior restriction and thus cannot order anything should receive a receipt showing that the order was received, processed, and rejected.
 - 4. Allow County to enter a pre-approved weekly message to be printed on all commissary receipts for distribution to the inmates. Contractor cloud Customers shall use the EDGE document acknowledgement feature to distribute messages to all inmates regardless of whether they are receiving a commissary order. The document feature shall include read audit and acknowledgement options to ensure that the inmate sees the message when logging in to the kiosk.
 - 5. Allow searching and reprinting of a single commissary order receipt.
- k. Notification for Fully Rejected Order(s)

Fully rejected orders shall be visible to staff and inmates at four (4) places throughout the software:

 - 1. At the kiosk, the inmate order history shall show all orders including those fully cancelled.

2. On the batch details delivery manifest, the fully cancelled inmate order shall show along with other orders in the delivery batch.
3. In reviewing the cancelled order on the commissary orders or batch page, staff shall be able to see the cancelled order, items, and the rule that generated each cancelled item.
4. From the inmate accounting screen, staff shall be able to navigate to the orders button to display all of the inmate's orders and all orders and/or items cancelled.

B.6 EQUIPMENT

Contractor shall provide all necessary on-site commissary equipment, software, equipment/software installation, upgrades, preventative maintenance, repairs, replacement equipment, and staff at no cost to the County for the duration of the Contract's term.

B.6.1 KIOSKS

- a. Contractor shall provide 386 Keefe EDGE, Inducomp EDGE-R8-Touch kiosks, including in-pod kiosks, for each inmate housing unit. At a minimum, these kiosks shall have the capability to digitize forms, and support commissary ordering, commissary complaint filing and tracking, medical/dental appointment scheduling, searches within the inmate handbook, playing of Sheriff-created orientation or inmate training videos, inmate request filing, access to various Sheriff's Department and other forms, and real-time account balance checks and transaction history reports for the banking system. Applications for in-pod kiosks shall be expandable based on the needs of the County. These Services shall be provided at no cost to the County or County inmates.

The EDGE Kiosk with Touch Screen	
Enclosure	<ul style="list-style-type: none"> • Rugged ABS plastic, rounded corners • Front bezel is hinged for quick change replacement, dual locks • Metal rear enclosure, wall mounting holes
PC/Processor	<ul style="list-style-type: none"> • Dell 3050 Micro Computer, Intel Celeron G3930T
Memory/Storage	<ul style="list-style-type: none"> • 8 GB RAM • SATA SSD Drive 128 GB HD 2.5"
Network and Connectivity	<ul style="list-style-type: none"> • 10/100/1000 Ethernet • Optional 802.11 Wi-Fi • Multiple USB ports and COM port
Software	<ul style="list-style-type: none"> • Windows 10
Display	<ul style="list-style-type: none"> • 17" LED (1280 x 1024) • Vandal-proof PCAP touch screen
Security	<ul style="list-style-type: none"> • High Security dual lock system
Options	<ul style="list-style-type: none"> • Optional adjustable web camera with ability to disable • Optional fingerprint reader or bar code scanner
Power	<ul style="list-style-type: none"> • POE power 1.3 ADC • Injector power 2A • AC power supply (replaces POE & Injector) 2.5A

- b. Kiosks shall be distributed as follows:
 - 1. CDC - 52
 - 2. GHRC - 29
 - 3. HDDC - 96
 - 4. WVDC – 199

Sheriff reserves the right to redistribute the kiosks prior to installation, as needed.
- c. All kiosks shall be rugged, secure, and ABS plastic-cased units with no external openings or ports, and no accessible screws.
- d. All kiosks shall be securely affixed to the walls or on robust, floor-mounted posts.
- e. Contractor shall install electrical cabling, data cabling, and ports running to all housing areas to support their kiosks, at no cost to and to the sole satisfaction of the County.
- f. All kiosk applications shall be centrally managed from servers in the Contractor's Cloud data center.
 - 1. Contractor shall provide and maintain all necessary equipment including switches, firewall equipment, and racks to hold the equipment.
 - 2. Contractor shall provide an internet service provider for the kiosks, at no cost to the County. Internet service provider interruptions shall be bound to the severity levels and liquidated damages listed in **Attachment C**.
- g. All kiosk applications shall permit an authorized County user to administer, activate/deactivate, update, and/or report on all application activity.
- h. Contractor shall allow the County's inmate grievance and request system, including the use of the same forms, as specified in the Sheriff's Office Policy on inmate grievances (**Exhibit 3**), to be installed and operate as a separate application on the kiosks for inmate use and follow.
- i. All kiosk applications shall adhere to Generally Accepted Accounting Principles and provide a complete audit trail of all transactions. Audit trail reports shall include, but are not limited to, operator identification, date of all entries, and updates to records.
 - 1. Contractor's kiosks for inmate views shall not perform transaction accounting functions, but merely report on them.
 - 2. Contractor transaction kiosks for public use or at intake shall adhere to PCI and SOC 2 Type 2 standards – PCI attestation SOC 2 Type 2 audit results available upon request.
- j. All kiosk applications shall provide a series of reports as specified by the County, including: detailed weekly invoices, cash reconciliation, and records or charges to inmates for other services, such as medical and haircuts.
Accounting transaction reporting shall cover all transactions regardless of whether a kiosk was used to make a transaction.
- k. All kiosk applications shall provide various levels of security including, but not limited to, password control. These levels shall have the capability to be customized by the CSRD Commander or designee.

EDGE Kiosk Security Management

Three (3) areas of EDGE Kiosk security management are documented below:

- 1. Inmate Passwords
EDGE inmate kiosks shall require inmate ID and password. Only County administrators shall be able to reset an inmate password.
- 2. Application Visibility at a given Kiosk
The Device Management application shall allow administrators to determine which kiosk applications show on the menu at a given kiosk.
- 3. Kiosk Device Access Audit
The Device Activity Report shall allow staff to review access to kiosk devices by inmates.
- l. Contractor shall install the kiosk system, train County personnel, and provide remote support to maximize utilization and minimal down time to the inmate accounts

system. Contractor shall license the use of the system and provide continuing support of the software and hardware throughout the length of the Contract at no cost to the County. Support shall include updates and enhancements to the software and/or hardware.

- m. All kiosks shall allow the County to upload user content such as a PDF document, videos, audio files, photographs, or other files that may be used by the County to communicate with inmates.
Contractor's document manager shall support PDF and JPEG file uploads for communication with inmates.
- n. Contractor shall be responsible for removing, transporting, and depositing cash collected at the kiosks installed at County facilities. If not a certified money handler, the Contractor shall provide an acceptable courier service for removing, transporting, and depositing cash from the kiosks. The County accepts no liability for money deposited into the kiosks. Access to the kiosks in restricted areas of the facilities shall be subject to the policies and procedures of the Sheriff's Administrative Services Unit.
- o. Contractor shall assign repair technicians to the County to make kiosk repairs and replacements as needed. Response time shall be no longer than 24 hours.
 - 1. Repair technicians shall be subject to the background investigation process detailed in **Section C.6 Background Checks, Attire, and Removal of Contractor Personnel**.
 - 2. If a third-party vendor(s) is (are) used for kiosk repairs and replacements, or any other services necessary for the Contractor's delivery of commissary Services, Contractor shall notify the County immediately of any changes to the third-party vendor, including changes to its staff, and shall provide the appropriate contact information for the selected third-party vendor(s).

B.6.2 X-RAY MACHINE REQUIREMENTS

- a. Contractor shall provide compact mobile conveyor-type, Smiths Detection, Model HI-SCAN 6040i X-ray screening systems and shall be responsible for their cost and ongoing maintenance for the life of the Contract. The X-ray screening systems shall have the following specifications below and as described on **Exhibit 7**:
 - 1. Tunnel Dimensions (W x H): 620 mm x 418 mm or 24.4" x 16.5"
 - 2. Dimensions (L x W x H): 24.2" x 16.1"
 - 3. Generator: 140 kV (160kV maximum voltage)
 - 4. Wire Detectability: 39 AWG (minimum) to 40 AWG
 - 5. Angle of Radiation: 90 degrees
 - 6. Steel Penetration: 30 mm
 - 7. Dual-Energy Detector: Yes, high and low
 - 8. Number of Colors within the X-ray image: Black, white, and color
- b. The X-ray screening systems shall include, but not be limited to, the following software licensed for use by, and at no cost to, the County with the following features:
 - 1. Automatic detection of most common contraband
 - 2. Standard baggage scanner functionality to inspect mail, baggage, small and mid-size parcels, and other commissary items
 - 3. Allow identification of weapons, explosives (including plastic explosives), drugs, primers, dangerous objects, and other contraband items that are safety hazards
 - 4. The ability to process mattresses from most suppliers
 - 5. Automated inspections process
 - 6. No need for special training
 - 7. Contraband detection assistance software

8. Simple and user-friendly touch screen interface
9. Fits through standard doorways
10. On-board and networked data storage
11. Remote diagnostics feature
12. Image review and other advanced software features
13. Optional special stair-stepping wheels
14. Optional Network integration
15. Ready for barcode reader, camera, RFID, ID reader

c. The County requires a minimum of twelve (12) X-ray screening systems and reserves the right to increase that number at any time during the Contract term, depending on each facility's immediate and future needs. Contractor shall provide any additional X-ray screening systems upon request by the County within a reasonable, mutually agreed upon timeframe. The initial allocation of X-ray screening systems for the following facilities is listed as follows:

1. CDC: 3
2. GHRC: 1
3. HDDC: 4
4. WVDC: 4

B.6.3 To avoid unnecessary service delays, Contractor shall ensure that there are readily available spare parts or spare parts kits for in-pod kiosks and X-ray screening systems, stored in facilities designated by the County.

B.6.4 Contractor shall provide the following additional equipment and software, or equivalent, at no cost to the County to be used for commissary Services related functions:

- a. 9 – Booking Intake Kiosks
- b. 8 – Lobby Kiosks
- c. 2 – Dell OptiPlex 7010 SFF with monitor per facility
- d. 2 – Multifunction Printers/Scanners per facility
- e. 1 – Check Printer per facility
- f. 2 – Microsoft Office Licenses per facility
- g. 1 – Keefe Online Banking software license
- h. 1 – Keefe Online Commissary for commissary management

B.7 INMATE BANKING/ACCOUNTING REQUIREMENTS

Contractor shall provide all software for the computerized Contractor cloud banking system software application to keep accurate and complete records of all commissary activity and balances of individual Inmate Trust Accounts. This system must be approved by the County and allow complete access to authorized County staff.

B.7.1 The system shall be able to open and keep track of all Inmate Trust Accounts for all inmates booked, individually and cumulatively in a ledger that is entirely separate from the facility ledger and bookkeeping records tracked in JIMS. The system must interface and integrate with the existing JIMS at Contractor's expense, to import inmate information; Contractor shall develop any interfaces at Contractor's expense. Contractor's cloud banking system application shall interface with JIMS and integrate with any new JIMS the County may have installed, at Contractor's expense.

The Keefe Cloud Customer Specific General Ledger

The Keefe Cloud General Ledger, a book of original entry, an accounts payable journal, and a report generator allows users to set up a chart of accounts, create transactions,

and utilize a full range of context-sensitive reports such as trial balance and transaction history. The ledger is wholly contained within the Keefe cloud banking system.

Intake Workflow Features Manual and Integrated with JIMS (Automated)

The Keefe Cloud General Ledger shall accept inmate information imports through secure FTP transmissions or API or web services real time updates at no expense to the County. Authorized users shall also be able to enter inmate information through the inmate account “open” and “modify” functions, if needed.

- B.7.2** The application shall be highly secure, shall interface with all other applications that the County uses or will use at any time in the future, at no cost to the County, and permit multiple users with various permissions and access levels. It shall be easy to learn and not require professional accounting training or computer knowledge to perform any necessary function.

The Contractor’s Cloud SaaS shall be hosted by Contractor and shall be a cloud service. Access and use of the Contractor Cloud SaaS shall require no software executables to be installed on Sheriff desktop systems. Sheriff systems shall need only access the URL, <https://keefe.cloud>, using either Chrome or Edge browsers. Contractor’s Cloud shall invoke the printers accessible to the user’s browser. Minimum requirements for all County staff are access to either a Chrome or an Edge Browser.

The Contractor Cloud SaaS shall be a multi-tenant hosting model. Contractor shall employ a Tenancy Key Segregation model to ensure data shall be 100% isolated by agency and that agency data reflects their respective time zones. All data generated by the County shall remain the property of the County, accessible only by the County.

Infrastructure and Security

The logical environment and related network shall enjoy managed firewall systems subject to penetration testing on a regular basis.

The physical environment and the related network shall be protected with environmental suppression systems and monitored via physical inspections and software monitoring tools. Physical security encompasses access to buildings, badge setup, approval processes, power management, and monitoring of cameras and facility-wide equipment.

SaaS Security and Compliance

Contractor shall maintain a companywide security policy headed by a senior executive Security Officer. Contractor’s mandatory security training shall include Health Insurance Portability and Accountability Act (HIPAA), Criminal Justice Information Services (CJIS), and Private Personal Information (PPI) sessions.

Contractor security shall include compliance for Payment Card Industry Data Security Standard (PCI DSS) 3.2.1; Security Organization Controls (SOC) 2; CJIS, Americans with Disabilities Act (ADA), National Institute of Standards and Technology (NIST) Special Publication 800-53, and HIPAA. Contractor shall perform independent scans and patches to address findings on a quarterly basis.

Data in transmission shall be secured at Secure Socket Layer and Transport Layer Security (SSL/TLS) 1.2 or higher. Virtualized servers shall be encrypted. Password and sensitive information data shall be encrypted in the SQL server database.

Contractor shall maintain a formal incident response plan to address responses to all information security incidents. The plan shall include notifying the Sheriff’s TSD of an

incident within 24 hours and guidance for all Customer and California Attorney General notifications.

User Security / Role-based Security

The Contractor’s Security System enforces password control on all user accounts. Contractor’s security roles shall be user-definable by authorized staff administrators. Authorizable functions shall include access, execution, and workflow of over 150 system activities. Menus, pages, drop-down lists, and context menu actions shall be limited based on the selection of authorizable functions in the user role.

Ease of Use Design and Function – Workflows, Automation, and Development Tools

Module	Ease of Use Type	Description
Intake	Workflow	Intake workflow options for manual operations include initial deposit, classifications, and booking fees. These workflows reside on a single page in the book in process and do not require accounting expertise.
	Automation	Intake automation includes interface with JIMS for inmate information and classification, intake kiosk initial deposit automation, and automated population-based booking fees.
Cash Drawer	Workflow	Cash drawer workflows include drawer open, count, close, review, approve and promote for deposit, and consolidate for bank deposit entry. All accounting entries are choices in the workflow and do not require creating ledger entries or understanding the accounting structure behind the transaction posting.
	Automation	Cash drawer automation includes Secure Online automated deposit processing and automated nightly Automatic Clearing House postings. Users are not required either to understand the accounting structure or to post any related entries for this cash drawer automation.
Accounting Event	Workflow	Accounting event workflows may include mandatory fields selected from drop-down lists, default transaction amounts, default descriptions, transaction amounts calculated from user-provided fields such as hours worked and pay rate, and availability of transaction choices in the appropriate context such as trust, debt, bond, and locking in description, amount, transaction type, and custom field choices in a transaction batch. Users simply make choices when prompted to complete the workflow without the need to understand the accounting structure.
	Automation	Accounting event automation includes triggered events, such as automatic payments of debts from new deposits, automatic collection of debt from existing funds, automatic expiration of debt at a pre-defined interval of days, and automatic posting of scheduled fees or scheduled deposits based on defined inmate populations.

Accounts Payable	Workflow	Accounts payable workflows include fiscal period definition, specifying inmate payments within a period and within a collection account for disbursement, disbursing a check for the collected amount of chosen payments, and producing a disbursement advice document including the check information and the amounts paid in from inmate accounts. Examples would be checks to the County for collected medical copays, checks to the vendor for commissary or phone services, and checks to courts for filing fees and restitution. The accounts payable clerk does not need to know the debit/credit structure of the transactions reviewed and does not have to make the ledger entries to produce the disbursement check.
	Automation	Accounts payable automation includes the grouping of payable transactions by fiscal period and by payment account, promotion of payment batches through disbursement, and fiscal period completion status based on outstanding unpaid items.
Release	Workflow	Release workflow includes the choice of disbursements to close the account. The user does not need to know the accounting structure behind these disbursements.
	Automation	Release automation includes automated release fees, automated final collection of debt, transfer of funds if required between inmate subaccounts, automatic collection of refunds from debit phone/media accounts, and automatic production of debt statement with mailing label. The end user does not have to make decisions or accounting entries for any of these automated features.
Accounts Receivable	Workflow	Accounts receivable workflows include posting debt transactions in transaction batches, creating court obligations, and producing debt reports and debt statements.
	Automation	Accounts receivable automation includes scheduled population-based fees such as non-federal inmates, sentenced inmates, or work release inmates and automated collection of debts based on multiple County-predefined rules for collection percentages, priorities, and minimum balance requirements.
Check Writing	Workflow	Check writing workflows include automatically triggering a check based on the type of withdrawal chosen, presenting an image of the check for user review, optionally queueing the check for printing with a group of checks, and voiding and/or re-issuing the check.
	Automation	Check withdrawal automation includes automatic export of issued checks to the County's bank for positive pay processing.
Bank Rec	Workflow	The bank rec workflow includes selecting the bank rec period, specifying the bank opening and closing balance, marking checks and deposits as cleared,

		making reconciling entries for fees, and automatic updating of the bank-to-book reconciliation calculation.
	Automation	The bank rec automation includes import of cleared checks from the bank and auto-matching those with the entries in the banking system.
Commissary Processing	Workflow	The commissary processing workflow includes creating fulfillment batches based on delivery location or catalog, printing a delivery manifest with signature lines, reviewing items rejected, and selecting items from a given order for automatic refund after delivery.
	Automation	The commissary automation includes scheduled delivery batch processing, separation of indigent from regular orders, automatic restriction application, automatic charging of the inmate account for the order, and auto-credit for any item not in stock at time of fulfillment.
General	Design	Ease of use built into the design of the application includes user experience professional interaction with developers, use of standardized web style sheets, containers, progress indicators, pop up messages, prompts, headers, and menu navigation for consistent look and feel.

B.7.3 This application shall be currently in use in other correctional facilities and be actively supported by a qualified development team that shall be available to the County throughout the term of the Contract.

Development

Contractor developers shall work in five (5) agile teams, promoting software updates through multiple testing environments with regression testing prior to the releases scheduled every two (2) weeks. Contractor developers shall organize agile development efforts in the Contractor’s JIRA software. To avoid down time, updates to the commissary software must be deployed outside the normal operation hours when inmates are allowed to place orders or otherwise use the system.

B.7.4 All inmate information and all records gathered or stored on the banking application or in the inmate banking system are the property of the County and may not be accessed, used, released, or duplicated except as approved in writing by the County in advance of any such release, access, duplication, etc.

Data Ownership

The Contractor Cloud SaaS shall be a multi-tenant hosting model. Contractor shall employ a Tenancy Key Segregation Model to ensure data is 100% isolated by agency and that agency data shall reflect their respective time zones. All data generated by the County shall remain the property of the County, accessible only by the County.

B.7.5 The County shall have the right to require the Contractor to share information and exchange files with other applications (such as JIMS and/or the inmate telephone system) at no cost, provided that other vendors reasonably accommodate the Contractor’s file format and network protocol preferences.

- B.7.6** Although Contractor's staff may be active users of Contractor's cloud banking system, all records and information shall be visible to authorized County staff at any time. County staff shall be able to access the URL, <https://keefe.cloud>, using either Chrome or Edge browsers to view all records and information.
- B.7.7** The system shall be multi-terminal with multi-user and function capability.
- B.7.8** The Contractor's Cloud SaaS shall be a web-hosted application, available to all authorized County staff via Edge or Chrome browser. The application shall support multiple consecutive users and sessions.
- B.7.9** The system shall function in a stand-alone or networked environment. Additionally, the system shall be capable of communicating across local or wide area network configurations.
- B.7.10** Contractor's system shall support different permission groups or access levels. The Contractor's security system shall enforce password control on all user accounts. Contractor's security roles shall be user-definable by authorized staff administrators, supporting an unlimited number of group roles. Authorizable functions shall include access, execution, and workflow of over 150 system activities. Menus, pages, drop-down lists, and context menu actions shall be limited based on the selection of authorizable functions in the County-defined user role(s).
- B.7.11** The system shall allow County staff to create/open an inmate account by using the inmate identification number at the time of booking, and then to enter into the computer system the amount of money in the inmate's possession at that time.

Intake Workflow Features Manual and Integrated with JIMS (Automated)

Contractor shall accept inmate information imports either through Secure File Transfer Protocol (SFTP) transmissions or API or web services real time updates at no expense to the County. Users shall also be able to enter inmate information through the "inmate account open" and "modify" functions, if needed.

- B.7.12** The Contractor shall have the ability to maintain negative balances on inmate accounts for damage to County property or other fees beyond the available funds in inmate accounts. The negative balance may be paid when the inmate's account has sufficient funds to cover the debt, at which time the funds may be deducted from the account.

Resident Debt Charge Accounting

The resident (inmate) debt charge shall always debit the account receivable from the inmate to the County, with the credit side of the transaction posted to a contra-asset account. Payments of debt shall then credit the account receivable and debit the Inmate Trust Account, while at the same time posting credits to a Customer-defined account payable for the completed collections of debt. Contractor's cloud debt collection rules shall then enable automated disbursements to collect full or partial payment over time.

- B.7.13** Inmate commissary records shall be accessible by inmate name, booking number and, if applicable, Local Arrest Record/Federal number.

Inmate Identifiers in Commissary Records

Contractor cloud resident data shall display in the "Resident – Accounting" page. This data shall include information received from JIMS and information added by County staff, such as name, booking number, permanent ID, housing location, and up to eight (8) additional optional identifiers as provided by JIMS or County staff.

B.7.14 The Contractor’s system shall be compatible with the County’s commercial bank’s positive pay program. In this system, issued and voided/cancelled check files are sent to the bank on a daily basis for comparison with items presented for payment. Items paid by the bank can be downloaded into the Contractor’s commissary checkbook for each statement cycle.

Contractor’s staff shall incorporate positive pay for additional bank(s) as specified by the County during implementation. Positive pay shall include production and transmission of the positive pay file on a scheduled or on-demand basis.

B.7.15 The Contractor’s system shall conform to general accounting principles. Each transaction must process a debit and credit to the appropriate general ledger accounts. All cancelled/voided transactions must process as “real time” transactions on the date and time of the actual void or cancel and appear as opposite reversing entries in the general ledger accounting system.

Conform to GAAP – Dual Entry Accounting

The Contractor’s Cloud General Ledger and Banking System shall adhere to the GAAP principles of regularity, consistency, and permanence of method. Contractor’s dual entry accounting structure, GAAP-compliant account classifications, real time financial reports, fiscal period maintenance, accounts payable, accounts receivable, and cash management features shall provide standardized and auditable financial operations for the County.

B.7.16 The Contractor’s system shall be user friendly with tiered access levels for security purposes and access to all reports must be available at all levels. Print, sort, and search or find options shall be available in all reports.

B.7.17 The number of receipts printed shall be optional for all transactions. The receipts must have complete tracing information, for example, a receipt number, date/time processed, operator, inmate name, and current booking number.

The Contractor Cloud SaaS shall use the printers available to County staff within their browsers. Staff may choose to print one or multiple copies of any report or receipt.

Transaction Receipt Fields and Properties	Customizable receipt format including transaction ID, inmate information, transaction type, description, additional tagged information fields, user and station of record, timestamp, disclaimer, and signature lines. Option to view pop up print or reprint inmate or visitor receipt, and option to print multiple receipts from user’s Windows printer available to user browser.	View, Print, Reprint (including Print to PDF and print multiple copies from staff printers)
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B.7.18 All indigent inmate kits issued shall be tracked as part of Inmate Trust Account software activity, whether there is or is not a charge to the inmate. Indigent inmate kits should be removed along with commissary items for inmates being released prior to delivery of commissary items or indigent inmate kits.

Cancel Unfilled Items if Inmate is Released Prior to Processing

Contractor’s cloud shall cancel unfilled orders when the inmate account goes inactive during release.

Indigent Status, Tracking, and Purchasing

The Contractor's cloud banking system shall track indigent status based on minimum end-of-day balance over a period of days and County-defined expenditure limits. Qualified inmates shall see only indigent items on their kiosk menu. Indigent items shall be priced at \$0.00 or higher. Higher than \$0.00 shall create a debt charge to the inmate account upon purchase. Equal to \$0.00 shall create a \$0.00 purchase record on the inmate account. True cost of indigent purchases shall be reflected in the Contractor's cloud general ledger. Billing for indigent items including the period for which indigent inmate kits are offered at no charge shall reflect the provision of free indigent inmate kits.

- B.7.19** The system shall work efficiently twenty-four (24) hours a day on a seven (7) day week operation. On-site and off-site technical support shall be available during all hours of operation.

Uptime and Recovery

Contractor shall consistently provide 99.9% application uptime, 24/7 Help Desk Support for all mission critical issues such as booking, release, commissary purchases, etc. Web servers, web services servers, and database servers shall be virtualized and redundant. Routers and switches shall be redundant. Contractor's data centers shall be serviced by ISP primary and backup routers. Service shall automatically failover based on replication at the primary data center. Expected recovery time in the primary data center shall be instantaneous. These redundancies shall, in turn, be replicated at the secondary data center. In the event of the loss of the primary data center, failover is to the secondary data center. Contractor shall test its data recovery procedures regularly and shall achieve Mean Time to Recovery of four (4) hours with Recovery Point Objectives of less than five (5) minutes. Contractor's procedures for re-establishing the primary site shall be contained in the Contractor's data recovery planning documentation; however, such re-establishment of the primary site would necessarily be dependent on the circumstances causing the failover. Contractor's data center staff perform server resets for patching and maintenance once per month, late PM, on a rolling basis across virtualized servers. Maximum down time shall be less than 40 minutes. Should the County's own internet connection fail, Contractor's cloud services shall remain available as all services run server-side. Any data not committed at the loss of County internet connectivity shall be committed when County internet is restored.

Support Implementation – Contractor's multi-discipline implementation team shall use a sandbox environment to try and prove workflows and options. Areas of expertise shall include project management, financial design and planning, rules and roles, data conversion, interfaces, and training.

Ongoing Support

24/7 help desk support for all mission-critical issues such as booking, release, commissary purchases, etc., shall use a priority-based service tracking system with second- and third-level specialist teams, and an escalation path to Contractor's management staff.

- B.7.20** The system shall have an on-demand option to release or close an account as cash, check, or debit card by designated County staff.

Contractor's cloud banking system release workflow shall automate the closeout process for inmate accounts and shall allow for multiple disbursement types including debit card, check, cash, group transfer, bonding.

Release	Workflow	Release workflow includes the choice of disbursements to close the account. The user does not need to know the accounting structure behind these disbursements.
	Automation	Release automation includes automated release fees, automated final collection of debt, transfer of funds if required between inmate subaccounts, automatic collection of refunds from debit phone/media accounts, and automatic production of debt statement with mailing label. The end user does not have to make decisions or accounting entries for any of these automated features.

B.7.21 The Contractor’s system shall conform to the jail check printing procedures. Contractor’s cloud check printing workflows shall include the following:

Check Writing	Workflow	Check writing workflows include automatically triggering a check based on the type of withdrawal chosen, presenting an image of the check for user review, optionally queueing the check for printing with a group of checks, and voiding / re-issuing the check.
	Automation	Check withdrawal automation includes automatic export of issued checks to the County’s bank for positive pay processing.

B.7.22 The Contractor shall be able to process commissary credits upon notification if inmates are released on the day a commissary order has been charged to the account and not yet delivered (including indigent inmate kits).

Authorized users shall be able to apply refunds by line item (partial refund) or by entire order including indigent inmate kit orders. Users shall also specify a reason code for the refund. The Contractor’s cloud commissary SaaS shall immediately post the refund to the inmate account, providing an easy access audit trail.

B.7.23 The Contractor shall provide each facility with adequate supplies for operation of all commissary-related equipment. Additional supplies should be available upon request from Contractor’s local warehouse.

B.7.24 The Contractor shall provide a training program that helps new employees learn the system in a training environment. Training shall be available for County and Contractor’s staff.

Support and Training

a. Implementation

Contractor shall use a sandbox environment to try and prove workflows and options. Areas of expertise shall include project management, financial design and planning, rules and roles, data conversion, interfaces, and training.

b. Online Help and Videos

Contractor’s cloud users shall have access to online searchable, illustrated guides and key informational videos to help them understand, navigate, and maximize the benefits of Contractor’s system.

c. Ongoing Training

Contractor account managers may arrange for additional training and/or training for new employees as required.

B.7.25 The Contractor’s system shall provide real-time batch reports utilizing Pacific Standard Time.

Contractor shall employ a Tenancy Key Segregation Model to ensure data is 100% isolated by agency and that agency data reflects their respective time zones. Reports shall reflect the agency's time zone.

B.8 TRANSACTION AUTOMATION

The system shall allow for at least the following functionality and types of transactions to occur on the Inmate's Trust Account:

B.8.1 Accept imports of inmate information from JIMS. Contractor shall accept inmate information imports either through secure FTP transmissions or web services real time updates.

B.8.2 Allow correctional staff to create an unlimited number of collection accounts with specific collection percentages and priorities without Contractor assistance, through Contractor's Resident Debt Charge Accounting listed in **Section B.7.12**.

Debt Management Features

Shall be available in the Contractor's Keef Cloud Accounting, including Resident Debt Workflows, Debt Collection Opportunities, and Debt Collection Automation.

B.8.3 Automatically deduct a defined portion of incoming inmate deposits to satisfy inmate debts.

Debt Transaction Definitions and Rules Management

Debt accounting events shall be defined by authorized Sheriff administrative staff with user defined behaviors for when debt collection is triggered and what rules apply to debt collection.

Triggering Debt Collection

Sheriff Administrative users shall be able to define when debt collection is triggered.

- a. At the time the debt is posted to the resident account
- b. In the course of ongoing deposits
- c. On demand interactively by authorized users
- d. Or when the resident account is closed at release

Rules for Debt Collection

Sheriff's Administrators shall be able to design a variety of debt collection rules appropriate to the trigger options chosen.

- a. Priorities for which debts should be collected before others;
- b. Percentages or dollar values to collect;
- c. Collection limits and minimum balance requirements;
- d. Chronology of collecting multiple debt charges, including:
 1. First In, First Out
 2. Last In, Last Out
 3. Balanced Average
 4. Day of Charge

B.8.4 Allow users to create new inmate debts.

Resident Debt Workflows

The resident debt workflows supported in the Contractor's cloud accounting range from entry of debt transactions to payments of debt, to debt retirement, check-writing for collected amounts payable, and invoicing post-release.

Workflows available to users shall include:

- a. Entry of debt charges on an individual basis
- b. Entry of debt charges on a group basis
- c. Entry of court obligations
- d. On-demand debt payments
- e. On-demand debt write-off
- f. Additional write-off and void options

Accounts Payable for Collected Debt

The Contractor's cloud accounts payable module shall be used to reconcile payments within fiscal periods.

County shall be able to organize ledger accounts and transaction types for convenient and timely disbursements. For collected debt, amounts collected shall be added to a payment batch and disbursed with check or other ledger entry. The disbursement advice report shall identify the inmate accounts and paid-in amounts included in the disbursement.

Debt Statements and Invoices

County shall be able to create debt statements individually, from the reports link when browsing the inmate debt subaccount, automatically as part of release documentation, or for a group of released inmates based on a release date range.

- B.8.5** The Contractor's cloud accounts payable module shall allow authorized users to void inmate debts. If money has been collected on the debt, even over the course of several weeks, the system should refund all monies collected if the debt is voided. This must be accomplished without Contractor assistance.

County shall also have the ability to choose to void the original debt charge. Contractor cloud shall remember all related payments, and reversals, not only the original charge, but all collections against the charge.

- B.8.6** Allow users to write-off debts or portions of debts.

Workflows available to County users shall include the following:

- a. On-demand debt write-off
- b. Additional write-off and void options
 1. Sheriff's authorized cloud users shall predetermine debt write-off by setting a write-off period as a property of the debt charge accounting event. When configured this way, each individual debt transaction shall be assigned a pre-determined write-off date when posted.
 2. Sheriff's authorized users shall also assign certain outstanding debts, such as court obligations or medical charges, to be written off automatically at the time of release.
 3. Sheriff's authorized users shall also be able to choose to void the original debt charge. Contractor's cloud shall remember all related payments, and reverse not only the original charge, but all collections against the charge.

- B.8.7** Allow predefined transaction amounts and comments to be entered for recurring transactions.

Module	Ease of Use Type	Description
Accounting Event	Workflow	Accounting event workflows may include mandatory fields selected from drop-down lists, default transaction amounts, default descriptions, transaction amounts calculated from user-provided fields such as hours worked and pay rate, and availability of transaction choices in the appropriate context such as trust, debt, bond, and locking in description, amount, transaction type, and custom field choices in a transaction batch. Users simply make choices when prompted to complete the workflow without the need to understand the accounting structure.
	Automation	Accounting event automation includes triggered events, such as automatic payments of debts from new deposits, automatic collection of debt from existing funds, automatic expiration of debt at a pre-defined interval of days, and automatic posting of scheduled fees or scheduled deposits based on defined inmate populations.
General	Design	Ease of use built into the design of the application includes user experience professional interaction with developers, use of standardized web style sheets, containers, progress indicators, pop up messages, prompts, headers, and menu navigation for consistent look and feel.

B.8.8 Allow the creation of new inmate-scheduled payments with payment frequencies including daily, weekly, and monthly. See B.8.7 above.

B.8.9 Provide work sign-out tracking for inmates assigned to jobs outside the facility.

Tracking Inmate Activities and Days in Custody for Work Assignments

Contractor’s cloud banking system shall include two (2) interfaces for work assignments and compensation for work assignments:

- a. A custody system interface (JIMS) to allow the system of record for work assignments to pay inmates. The interface shall be the batch transaction API for use by JIMS.
- b. A payroll spreadsheet shall import into a Contractor cloud transaction batch. Wage transactions shall build a receivable to be collected from the fund that employs the inmate.

B.8.10 Provide per diem tracking of inmates assigned to outside work assignments. See B.8.9 above.

B.8.11 Provide per diem billing for third-party work assignments.

Tracking Inmate Custody Days for Invoices to Government Agencies

For inmates held for outside agencies, the inmate themselves shall not be charged for days in custody and, as such, the County may not choose to mingle the remuneration received from the outside agency with inmate funds. Contractor cloud shall support this ledger activity typically in a separate instance of the banking system. In this case the

user may create transaction batches with line-item entries for each inmate's days in custody and automatically calculate the amount due from the daily rate for that agency. The transactions shall create a receivable for the outside agency. Receipt of payment from the outside agency shall relieve the receivable and create a deposit entry in the Contractor's bank asset.

- B.8.12** Provide per diem reporting for inmates held for outside agencies. Provide reconciliation capabilities for multiple bank accounts. See B.8.11 above.
- B.8.13** Allow import of bank statements for automated monthly reconciliation. Automatically create Automatic Clearing House (ACH) entries for release debit card withdrawals. Support positive pay export of check information to banks.

Import Bank Reconciliation Items

Contractor staff shall incorporate bank reconciliation import for additional bank(s) as specified by the County during implementation. Imported item files shall automatically sync with issued checks to mark them in cleared status for the bank reconciliation period received in.

Automatic ACH Entries

Contractor's Access Corrections shall post automatic ACH entries for daily deposit totals. Debit card issuers shall publish ACH results on their respective websites. The Contractor's general ledger shall allow County users to post the reconciled ACH amount to relieve the liability to the card issuer and to record the bank deposit.

Positive Pay

Contractor staff shall incorporate positive pay for additional bank(s) as specified by the County during implementation.

- B.8.14** Provide Optical Mark Recognition (process of capturing human-marked data from document forms) sheet rejection based on inmate balance, privileges, or restrictions. Automatically export inmate information to other systems for web deposits. See Contractor Commissary Ordering Methods table in **Section B.6.5**.
- B.8.15** Automatically import inmate web and phone deposits within five (5) minutes, with no need for operator intervention.
- B.8.16** Provide for automatic debt write-off after inmate release based on the number of days the inmate has been gone from the facility.

Resident Debt Workflows

The Resident Debt workflows supported in Contractor's cloud accounting system shall range from entry of debt transactions to payments of debt, to debt retirement, check-writing for collected amounts payable, and invoicing post-release. Workflows available to users shall include:

Additional write-off and void options

- a.** Sheriff's authorized cloud users shall be able to predetermine debt write-off by setting a write-off period as a property of the debt charge accounting event. When configured this way, each individual debt transaction shall be assigned a pre-determined write-off date when posted.
- b.** Sheriff's authorized users shall be able to also assign certain outstanding debts, such as court obligations or medical charges, to be written off automatically at time of release.

- B.8.17** Allow holding of funds that cannot be spent by the inmate until released. Holds must support automatic removal after a predefined number of days.

Subaccounts, Held Funds, Savings

County may specify multiple subaccounts in the Contractor's cloud banking system. Examples include: Spending, Bail, Saving, Held or Retention, Wages, or Store Credits. Each of these shall be considered trust or non-debt subaccounts – accounts that shall be payable to inmates for funds held on their behalf. Contractor's cloud banking system shall also support a debt subaccount as an account receivable to the County for obligations incurred by the inmate and payable to the County or to the courts.

Trust accounts shall enable segregation of funds held on behalf of an inmate. Segregation shall ensure that transactions related to the subaccounts are limited to that account balance. For instance, bail and savings shall not be included in funds available for commissary, and payroll shall be a clearing account for wages earned and payroll deductions claimed.

In addition to subaccount segregation, Contractor's cloud shall also support timed release of deposit transactions. Examples would include mailroom money order deposits with a 10-day hold to allow for the money order to clear the County bank account. In this case, the Contractor's cloud banking system shall exercise rules at the accounting event level to set an automatically calculated available date based on the accounting event configuration.

- B.8.18** Allow credit card transactions to be executed in the software using encrypted magnetic stripe readers without logging into an external system or website.

Public User Credit Cards

Public users shall use a mag stripe reader on the Contractor's transaction kiosk located in the lobby to swipe a card and make a deposit. Deposits may be directed to the inmate's trust fund, bail, and fee payments.

B.9 ACCOUNT MANAGEMENT AND REPORTING

The Contractor's system must have flexible, easy-to-use account management and reporting features that:

- B.9.1** Allow searching for inmates by inmate ID or last name.
- B.9.2** Have the capability to display inmate photos when editing an inmate account.
- B.9.3** Allow tracking of property items such as electronics that inmates have purchased.

Contingent Tracked Property Purchases

Contractor cloud commissary shall support a feed of property items to the JIMS property system for inventory and distribution. Tracked property items shall be printed in Contractor's fulfillment center to a separate receipt and delivered to the County property office at each of the detention centers for evaluation of delivery, for instance, if a prior item must be returned to receive a new item of the same type, or refillable items such as batteries need to be returned to receive fresh batteries. Within the staff view of the Contractor's cloud commissary system, property items shall be tagged for reporting and restriction, including quantity.

- B.9.4** Allow restriction of commissary purchases based on an inmate's property items. For example, batteries may not be purchased unless an inmate has a radio in his property.

Within the staff view of the Contractor’s cloud commissary system, property items shall be tagged for reporting and restriction, including quantity over time.

- B.9.5** Allow export of reports to PDF, RTF, or Excel file formats. Exported reports should optionally disable page headers and footers for better integration with Excel.

Searching, Sorting, Printing, Exporting

Reports shall be integrated into the application either within workflows or as longer-range reporting. Users shall be able to specify selection parameters including user and transaction type, save parameters for future use, specify sort order, and review output either immediately on-screen within a workflow or in the report output queue “MyQueue” integrated within the application. Output for reports shall be shown by report title. Report exports shall include a singular column header row in CSV format.

- B.9.6** Provide integrated reports within the banking system with no separate login or executable launch required. Reports shall be integrated into the application either within workflows or as longer-range reporting.

- B.9.7** Allow easy reprinting of receipts.

Report Name	Description	Output
Transaction Receipt	Customizable receipt format including transaction ID, inmate information, transaction type, description, additional tagged information fields, user and station of record, timestamp, disclaimer, and signature lines. Option to view pop up, print or reprint inmate receipt or visitor receipt, and option to print multiple receipts from user’s Windows printer available to user browser.	View, Print (including Print to PDF)
Transaction Details	Includes all available receipt fields and also all related transactions such as payments of debt and effects on other activities such as bank rec status, transaction batch name, and accounts debited and credited. The Transaction Detail is available from a pop up menu per transaction listed in history	View, Print (including Print to PDF)

- B.9.8** Allow on-screen viewing of inmate transaction receipts without printing. Allow station-specific number of copies during receipt printing.
 - a. Transaction Receipt shall include option to view pop up
 - b. Transaction Details shall include option to view pop up

- B.9.9** Allow user-definable password security setting including minimum password length and requirements for number, symbols, and/or letters in passwords.

User Definable Password Settings

Shall be available in County user identity provider through single sign-on. Contractor cloud shall support single sign-on through the Contractor Identity Server gateway.

Security shall also extend to IP address filtering administered by authorized Sheriff staff. Filtering shall limit authorized user accounts to certain locations specified by the County.

B.9.10 Allow station-specific predefined comments for commonly repeated transactions.

Accounting event definitions and workflows shall allow for pre-defined comments and other transaction tags.

Accounting Event	Workflow	Accounting event workflows may include mandatory fields selected from drop-down lists, default transaction amounts, default descriptions, transaction amounts calculated from user-provided fields, such as hours worked and pay rate, and availability of transaction choices in the appropriate context, such as trust, debt, bond, and locking in description, amount, transaction type, and custom field choices in a transaction batch. Users simply make choices when prompted to complete the workflow without the need to understand the accounting structure.
	Automation	Accounting event automation includes triggered events, such as automatic payments of debts from new deposits, automatic collection of debt from existing funds, automatic expiration of debt at a pre-defined interval of days, and automatic posting of scheduled fees or scheduled deposits based on defined inmate populations.

B.9.11 Allow user-defined indigent inmate tracking based on current balance, days since booking, and deposits over a period, and commissary bills over a period.

The Contractor's cloud banking system shall track indigent status based on minimum end-of-day balance over a period of days and County-defined expenditure limits. Qualified inmates shall see only indigent items on their kiosk menu. Indigent items shall be priced at \$0.00 or higher. Higher than \$0.00 shall create a debt charge to the inmate account upon purchase. Equal to \$0.00 creates a \$0.00 purchase record on the inmate account. True cost of indigent purchases is reflected in the Contractor Cloud General Ledger. Billing for indigent including the period for which indigent inmate kit shall be offered at no charge shall reflect the provision of free indigent inmate kits.

B.9.12 The system must allow transactions to be easily voided while maintaining a verifiable audit trail. For example, a deposit transaction, which triggers multiple debit collections, should be voidable in a single operation which leaves the inmate and associated restitution accounts correct with no opportunity for user data entry mistakes. This must be accomplished without Contractor intervention or direct manipulation of data.

Voiding a Deposit that Triggers a Debt Payment

When the County voids a deposit that triggered one or more debt payments, the deposit and all related debt payments shall be voided automatically.

Voiding a Debt Charge

When the County voids a debt charge, Contractor cloud shall remember all related payments, and shall reverse not only the original charge, but all collections against the charge.

Voiding a Single Debt Payment

When the County voids a single debt payment, only the payment shall be voided, and the outstanding amount of the debt due shall be automatically increased by the amount of the voided payment.

Other voids

All voids in Contractor’s cloud banking system shall perform the reverse of the original transaction, including reversal of any triggered transactions.

- B.9.13** Allow tracking of inmate voluntary and mandatory savings accounts with automatic collections and interest distribution.

The County shall have the ability to specify mandatory deductions from incoming deposits to be applied to savings. The County shall also have the ability to specify a maximum savings balance beyond which deductions do not apply.

Subaccounts, Held Funds, Savings

The County shall be able to specify multiple subaccounts in the Contractor’s cloud banking system. Examples include: Spending, Bail, Savings, Held or Retention, Wages, or Store Credits. Each of these shall be considered trust or non-debt subaccounts – accounts that shall be payable to inmates for funds held on their behalf. Contractor’s cloud banking system shall also support a debt subaccount as an account receivable to the County for obligations incurred by the inmate and payable to the County or to the courts.

Trust accounts shall enable segregation of funds held on behalf of an inmate. Segregation shall ensure that transactions related to the subaccounts are limited to that account balance. For instance, bail and savings accounts shall not be included in funds available for commissary, and payroll shall be a clearing account for wages earned and payroll deductions claimed.

In addition to subaccount segregation, Contractor’s cloud shall also support timed release of deposit transactions. Examples would include mailroom money order deposits with a 10-day hold to allow for the money order to clear the County bank account. In this case, the Contractor’s cloud banking system shall exercise rules at the accounting event level to set an automatically calculated available date based on the accounting event configuration.

- B.9.14** Include manual transaction data entry warnings if a duplicate money receipt or billing transaction is suspected by the system.

Warning for Duplicate Transactions

The Access Corrections deposit service shall actively monitor deposit transactions for fraud, money laundering, and chargeback activities. Access Corrections shall set limits on deposit counts and totals per inmate over time.

a. Refunds/Chargebacks.

- 1. 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.

2. 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.
 3. 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.
 4. 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.
- b. **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.
 - c. **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.
 - d. The Access Corrections reporting service, available to County users, shall report on frequent depositors, frequent recipients, inmate accounts restricted for chargeback, and link analysis of relationships between depositors and recipients.

B.9.15 Include predefined reports such as, but not limited to, the following, and including those on **Exhibit 8**:

- a. Trial Balances
- b. Resident Balances
- c. Balance Sheets
- d. Check Postings
- e. Money Receipts
- f. Cash Disbursements
- g. Inmate Debits
- h. Fund Billings
- i. Fund Collections
- j. Fund Credits
- k. Payroll
- l. Indigents
- m. Savings
- n. Releases
- o. Bank Deposits
- p. Debt Write-Offs
- q. Reconciliations
- r. Commissary Receipts
- s. Commissary Housing Totals
- t. Commissary Product Sales
- u. Check Register

- B.9.16** Allow ad-hoc reports to be run for defined inmate groups based on factors including housing assignment, gender, age, debt, or current balance without programming a reporting tool, including the following:
- a. Ad Hoc Bookings Report
 - b. Ad Hoc Obligations Export
 - c. Ad Hoc Transaction Summary
 - d. Ad Hoc Transaction Details
 - e. Ad Hoc GL Account Export
 - f. Ad Hoc External Financial Report
 - g. Ad Hoc Bank Reconciliation
- B.9.17** The following reports shall include user-customizable report footer and header information:
- a. Transaction Receipt
 - b. Transaction Details
 - c. Checks
 - d. Cash Drawer Count
 - e. Cash Drawer Detail
 - f. Chart of Account with Accounting Event X-Ref
 - g. Classified Balance Sheet
 - h. General Ledger Month Detail
 - i. General Ledger Account Activity
 - j. General Ledger Liability Payment Summary
 - k. Resident Consolidated Statement
 - l. Six-Month Federal Filing Fee Analysis Report
 - m. Trial Balance Report
 - n. Account Disbursement Advice
 - o. Court Ordered Payments Disbursement Advice
 - p. Batch Detail
 - q. Debt Charged, Paid, Due
 - r. Debt Charges and Payments per Resident
 - s. Resident Account Summary
 - t. Resident Balance Sheet
 - u. Resident Charged, Paid, Due
 - v. Resident Consolidated Statement
 - w. Resident Deposit and Withdrawal Report
 - x. Resident Indigence Review
 - y. Resident Transaction Receipt
 - z. Visitor Transaction Receipt
 - aa. Resident Debt Statement
 - bb. Transaction Detail
 - cc. Cash Voucher
 - dd. Resident Debt Recovery Report
- B.9.18** The following reports shall be allowed to be generated based on user and transaction types:
- a. Ad Hoc Transaction Details
 - b. Checks
 - c. General Ledger Liability Payment Summary
 - d. Six-Month Federal Filing Fee Analysis Report
 - e. Debt Charged, Paid, Due
 - f. Debt Charges and Payments per Resident

- g. Resident Charge, Paid, Due
- h. Resident Debt Statement
- i. Resident Debt Recovery Report

B.10 WEB DEPOSIT

The Contractor's cloud banking system applications shall automatically create ACH entries for monthly bank reconciliation based on deposits into facility's bank account as a result of inmate deposits. If requested by the County, bonding via the web shall be available. Refer to **Section B.14.5 – Credit Card Bonding**.

Contractor shall provide deposit services and bond payments for the County via its deposit/payment services platform, Access Corrections. Contractor shall provide deposits and payments for credit and debit card users, including friends and family, via its website and mobile app, phone with live customer service representatives, automated deposit toll free IVR system, and eight (8) lobby kiosks for cash and credit/debit customers.

B.10.1 County JIMS contains a built-in web service for commissary operations. In order to retrieve data from JIMS, Contractor's commissary application shall be able to call and utilize the existing web service with no required programming on the part of the County. All web services for the jail system are created using the Windows Communication Foundation framework. The commissary web service has the following methods available. See **Section B.1.12**.

Contractor shall provide a number of APIs for data exchanges. These shall include the methods listed in **Section B.1.12**.

B.11 USER MANAGEMENT AND SUPPORT

The Contractor's cloud banking system application shall:

- B.11.1** Allow correctional staff to create unlimited users with customized security settings without Contractor assistance via the Contractor's Security Management module;
- B.11.2** Allow user groups to be established in such a manner that limits access to certain program features via the Contractor's Security Management module;
- B.11.3** Prevent users from modifying a financial transaction that has been completed;
- B.11.4** Provide help videos for common functions, including access to online searchable illustrated guides, and key informational videos to assist County users in understanding, navigating, and maximizing the benefits of the commissary system;
- B.11.5** Include training and a helpdesk for County users. Contractor shall assist when transitioning to Keefe Cloud using a sandbox environment to try and prove workflows and options. Areas of expertise shall include project management, financial design and planning, rules and roles, data conversion, interfaces, and training. 24/7 help desk support for all mission-critical issues such as booking, release, commissary purchases, etc., shall use a priority-based service tracking system with second- and third-level specialist teams, and an escalation path to Contractor's management staff.

B.12 RECORDS REQUIREMENTS

B.12.1 Contractor shall keep full and accurate accounts of commissary transactions, sales, deposits, payments, and other records related to the Inmate Trust Accounts for a period of no less than five (5) years.

B.12.2 If requested, a copy of said records shall be supplied to the Sheriff, or designee, monthly on the first working day of the subsequent month. In addition, all such records shall be available for auditing by the County at any time during regular working hours. There shall be no charge at any time for access to records and all information gathered by or stored on the Contractor's cloud banking system pertaining to the County and all County Inmate Trust Accounts. All information shall be the property of the County and may not be duplicated, released, or used for any reason without the County's prior, written approval.

B.13 LEAVE-BEHIND SOLUTION REQUIREMENTS

Contractor shall provide a leave-behind solution at the end of the Contract term, whether by expiration or cancellation of the Contract, and shall cooperate in the transition of Services to a new vendor for a period not to exceed 180 days, unless mutually agreed upon in writing. All sales orders and related data generated by the commissary system are the property of the County and shall be provided to the County by the Contractor on a secure storage medium, and in a usable, user-friendly, searchable electronic format at no cost to the County, within fifteen (15) calendar days following the expiration and/or cancellation of the Contract. The Contractor shall accept County's reasonable decision whether the solution provided is acceptable. The leave-behind solution shall be easily accessible for seven (7) years after the Contract end date, and at County's option, the leave-behind solution shall occur in a County-designated location.

Contractor shall provide, at a minimum, the following leave-behind data sets. File format shall be at the discretion of the County. Record layouts shall be available upon request under non-disclosure.

Data Structures:

- B.13.1** Inmate Account Information
- B.13.2** General Ledger Account Information
- B.13.3** Inmate Financial Transactions
- B.13.4** Inmate Debt Transactions
- B.13.5** General Ledger Financial Transactions
- B.13.6** Detailed Commissary Order History
- B.13.7** Request and Commissary Complaint History

B.14 OTHER VALUE-ADDED SERVICES (Optional)

In addition to the other required Services listed, the County reserves the right to negotiate with the Contractor the conditions, pricing, except for services offered at no cost to the County in Contractor's initial bid response, time, and location where to implement a variety of other optional technologies and services that complement the commissary Services, to include, but not be limited to:

B.14.1 Inmate Messaging

If offered, this system shall allow active (ability to read and approve messages before they are transmitted) or passive management (system shall scan messages and enforce pre-set standards for content, length, and destination address) by authorized Sheriff staff.

The Contractor's EDGE 2.0 application shall feature a communication center for inmates to create messages and requests to be sent to Sheriff staff. The requests shall be routed from the EDGE kiosks directly to authorized Sheriff staff for review, approval, and/or Sheriff staff reply.

Additional Message Exchange with Staff Features:

- a.** Individual staff members shall be assigned roles that filter the types of topics they can read, initiate, or reply to
- b.** An inmate or a staff member shall be able to choose a given topic to create a conversation

- c. Staff members and inmates shall be able to add text comments to an open conversation
- d. Summary information for all conversations shall be able to be exported into Excel and filtered for further research or statistical reporting
- e. Ability for staff to sort and filter messages
- f. Conversations shall be able to be reassigned from one staff member to another
- g. Sheriff shall define the number of hours after which a dormant conversation topic must be escalated to an alert state
- h. Messages that achieve a given alert state shall trigger an email to selected staff for immediate attention
- i. All texts within a conversation shall be individually time-stamped
- j. A given conversation shall be able to be selected and printed in its entirety

Should the County implement a tablet program, Contractor's inmate message system may no longer be needed.

B.14.2 Direct Debit Vending

Contractor's state-of-the-art Direct Debit Vending solution shall replace the need for all preloaded vending cards. The smart technology shall identify the inmate's account and allow direct access to the account balance. This shall allow inmates to order from the machines using real time balances without the need for vending cards.

- a. The inmate shall authenticate their identity and unique PIN at the vending machine
- b. Once verified, the inmate shall receive approval to vend
- c. If the inmate's product selection is approved, their account balance shall be verified, and a charge shall be applied
- d. If the product vends successfully, the transaction is complete, and the account is immediately debited
- e. If the product does not vend successfully, the transaction is cancelled, and a credit is immediately applied to the inmate's account

Contractor's vending staff shall clean, test, and fill each machine, ensure all trash is cleared from the area, and conduct a visual check to ensure that the integrity of each machine has not been compromised.

Repair

Contractor's vending staff shall be trained to perform a variety of preventative maintenance tasks, including regular weekly inspections and cleaning. Contractor shall also be partnered with a variety of vending machine providers capable of repairing more complex vending machine issues. Should a vending machine require repair beyond the training of the Contractor's in-house staff, Contractor's partnerships with vending companies shall allow Contractor to call on them for further repair services.

B.14.3 Mid-Week Kits

Contractor shall offer mid-week kits based on the County's needs. The kits shall provide inmates the opportunity to purchase items between commissary deliveries and shall be offered for sale to newly housed inmates. Seasonal and specialty kits shall include items specific to intake, holiday, birthday, Superbowl, and other sports events.

B.14.4 Commissary Cart Operation

- a. Contractor shall offer a cart operation, with each of the carts provided by the Contractor and equipped with a Dell laptop computer, a scanning wand, and a receipt printer. All equipment and maintenance shall be covered by Contractor and provided at no cost to the County. Two (2) additional carts shall be stored in Contractor's warehouse at all times for emergency backup, if needed.

- b. Contractor's delivery agents shall use scanning wands to scan the identification card, or other County approved means of identification, of each inmate, which contains a barcode for that inmate. Scanning an inmate's barcode shall bring up the account balance and order restrictions of the individual purchasing inmate. The delivery agents shall scan each item purchased by the inmate with the same scanning wand. Every time the delivery agent closes out of the inmate's purchase screen, the inmate's account shall be adjusted at that time. The real-time order processing and charging of an inmate's account shall be the only way to execute sales from a cart-based operation, eliminating lost revenue and handling all credits and account adjustments. Inmates shall be provided with a receipt of all transactions and an updated balance of their account when each sales transaction is completed, as described in **Section B.5.5.j**.

B.14.5 Credit Card Bonding

Contractor's cloud banking system shall include the following:

- a. The capability for inmates to satisfy bonds with credit/debit cards.
- b. Capability of the bonding system to aggregate the payments for various bond agencies into a single payment with an accompanying report that details the individual payments.

If requested by the County, Contractor shall provide deposit services and bond payments for the County via its deposit/payment services platform, Access Corrections. Contractor shall provide deposits and payments for credit and debit card users, including friends and family via its website and mobile app, phone with live customer service representatives, automated deposit toll free IVR system, and eight (8) lobby kiosks for cash and credit/debit customers.

Should the County continue to use its inmate banking system, Contractor shall provide its Deposit Apply interface for consumption by JIMS. Should the County adopt the Contractor's cloud banking system, the Deposit Apply API shall be fully integrated with the Access Corrections services.

Contractor's intake kiosks shall be able to take a self-bail/bond payment for an inmate with their credit/debit card that has been placed in property at the time of booking.

B.14.6 Release Requirements

The Contractor's cloud banking system application shall include all hardware such as a check-printer to facilitate various inmate release processes. At a minimum it must:

- a. Allow releases of inmate funds by cash, check, or debit card;
- b. Allow multiple methods of releasing inmate funds (e.g., a portion in cash and remainder in check).
- c. Should the County request to activate the Release Card Program, the Release Card services shall be provided by Contractor's third-party partner, NUMI. Except as provided for herein, no fees for this service shall be borne by the County.

Should the County adopt the Contractor's cloud banking system, the release workflow shall include the ability to disburse in multiple forms including complete disbursement and split disbursement with declining balance.

B.14.7 Microwaveable and Frozen Foods

- a. Contractor shall have the means and process of providing ice cream, cold foods, and refrigerated products to inmates, according to County needs. Contractor shall

keep the frozen products in their local warehouse in Fontana, California. Once the orders have been processed, Contractor shall print a report with the quantities that are needed of each item and will pack them in coolers by module. When the entire inventory is ready for that particular delivery, the coolers shall be placed in the Contractor's refrigerated truck to deliver the product to the facility.

- b. Contractor shall limit sales of foods or meals that require microwaving to those housing units and privilege groups with access to a microwave, as determined by the County. Contractor shall provide the necessary number of commercial grade microwave ovens, mutually agreed upon by County and Contractor, at no cost to the County. Contractor shall describe what microwaveable products are offered, and how the ordering and delivery process will be handled, to ensure these products are only sold and delivered to housing units with microwaves.
- c. County Facilities Maintenance staff will be responsible for regularly inspecting the microwaves in all inmate housing units where microwaves are permitted. Any damaged or non-functioning units must be replaced by Contractor, at no cost to the County, within five (5) business days.
- d. All items that require microwaving or heating shall be appropriately designated on the commissary menu(s).

B.14.8 Instructional Videos

Contractor shall produce the following video or other media, approved by the CSRD Commander or designee, for viewing by inmates on how to use vending machines or alternative solutions to vending machines (i.e., mobile carts), debit cards, in-pod kiosks, and how to order commissary items:

- a. Vending machine – overview and demo
- b. Direct debit vending
- c. Mobile commissary cart
- d. Debit cards
- e. In-pod kiosk
- f. EDGE Kiosk – Modular Training
- g. EDGE Kiosk v59 Overview
- h. EDGE Kiosk Mail & Photo
- i. EDGE Kiosk Training
- j. Commissary ordering
- k. Scanning with ReachOut
- l. Telephone order entry

B.14.9 Ordering Commissary Items through the Inmate Telephone System (ITS)

Any inmate shall be able to access Contractor's phone order entry platform from the ITS. Contractor's phone order entry platform shall be accessed from the ITS via simple speed dial to Contractor's IVR center. Connections from the ITS to Contractor's IVR shall be analog or voice over IP. Contractor's IVR script shall announce the inmate's spendable balance and enable order entry from Contractor's menu of commissary products. Orders placed on the Contractor's IVR shall be swept on a scheduled basis for fulfillment and delivery. All items in the inmate's phone order entry request shall be listed on the delivery receipt or invoice, including items that were denied for various restrictions or insufficient funds with the reason for the denial stated.

B.15 DELIVERABLES

- B.15.1** Contractor shall supply bubble sheet order forms for inmate commissary orders in addition to direct order entering in EDGE Kiosks, mobile carts, or phone orders.
- B.15.2** Contractor shall maintain and provide to County the original completed commissary bubble sheet order form immediately upon completion of delivery of commissary orders. Inmates must sign the completed bubble sheet order form upon receipt. Orders shall be

sealed and delivered to the inmate population unopened in clear plastic bags, with a receipt of purchase with the inmate's name and ID number clearly visible from inside the bag. On delivery to the inmate, the bag shall be inventoried by the inmate and delivery agent and the receipt shall be signed by the inmate to indicate accuracy and acceptance of the order. Should a discrepancy arise, it shall be handled at that time. Credits due shall be noted on the receipt and handled within 24 hours following delivery. The second invoice shall be forwarded to the designated Sheriff contact.

B.15.3 Contractor shall make a product sales and price list available to the County at the start of the Contract. The CSRD Commander and Sheriff's Bureau of Administration shall review and approve any changes to the product and price list.

B.15.4 A monthly sales report shall be provided to the County and CSRD Commander, or designee, on the fifth (5th) working day of each month detailing the previous month's activity. Reports must be available in an electronic format that can be stored, printed, and electronically transmitted. Contractor shall support a variety of billing formats. Each delivery batch and refund batch shall automatically generate an invoice. Sales details shall be available within the Keefe Cloud SaaS Commissary application for real time reporting by County staff and shall also be available in Adobe format from the Contractor back-office billing platform for access by Contractor staff to provide to the County upon request.

Contractor shall also support sales reporting at the item level, the inmate level, the delivery batch level, monthly, quarterly, and annually, to include the following reports:

Report Name	Description	Output
Refund Reasons Report	Measures fill rate and shows dashboard of refund types by product catalog.	Drill-down report of refund reasons by catalog, in view, print, and export in Excel and other formats.
Location Summary Report	Reports location-specific commissary activity.	Drill-down report of sales or refunds by location, in view, print, and export in Excel and other formats.
Item Sales Report	Searchable by date range, tag, or individual inmate ID - produces columnar data with one row per item - suitable for direct export to Excel.	Item sales report of items in inmates order - in simple record format, in view, print, and export in Excel and other formats.
Order Details Report	Shows the following details: shipping date; inmate ID and name; order total and tax; description; item price; number requested, approved, and shipped; quantity charged; amount charged; number denied; and reason denied.	Order details report of the items in inmates order, in view, print, and export in Excel and other formats.
Batch Sales Report	Shows totals of groupings, or batches, of orders that have been processed. Use filters, drill down to a specific time period, or use a combination of these two (2) ways to get specific data. Users can save and	Drill-down report of sales or refunds by batch, in view, print, and export in Excel and other formats.

	print reports from the Batch Sales Report screens.	
Tag Report	Allows users to view purchase or refund information, including the amount, tax, and totals of the amounts and tax amounts for items sorted by date, tag, or item. Use filters, drill down to a specific time period, or use a combination of these two (2) methods to get specific data. Users can save and print reports from the Tag Report screens.	Drill-down report of net sales by default tag. Can also choose to report on any custom tag, in view, print, and export in Excel and other formats.
Tag Usage Report	View totals for items purchased for a given Tag or category over a period of time.	Drill-down report of item quantities sold by default tag. Can also choose to report on any custom tag, in view, print, and export in Excel and other formats.
Scheduled Ad Hoc Exports	Allows users to choose from 38 commissary data fields to create one or many export files scheduled on daily or weekly basis.	CSV file with column headings for selected data fields and data as selected by user in the export definition.

- B.15.5** All commissions pertaining to family and friends commissary sales will be due by the tenth business day after the end of the previous month and paid directly to the County Inmate Welfare Fund.
- B.15.6** The County shall reserve the right to request of the Contractor samples of Contractor's merchandise and/or to schedule site visits to any of the Contractor's warehouses at which Contractor provides Services under this Contract, in order to ascertain the quality, security, and reliability of the offerings and the named project staff.
- B.15.7** The daily fill rate shall be based on a 24-hour turnaround time. Contractor shall process, pack, and deliver the commissary orders from every location on a 24-hour window.
- B.15.8** Contractor shall ensure that any issue with the system, non-delivery of products, and other deficiencies and chronic troubles are addressed and managed in a timely manner based on severity level. Refer to **Section B.18 – Liquidated Damages**, for additional details.

B.16 CONTRACTOR'S APPROACH AND METHODOLOGY

- B.16.1** The following is a general outline of what the Inmate Commissary Service Contractor shall provide regarding approach and methodology.
 - a.** Pre-employment background investigations conducted by Contractor shall comply with **Exhibit 6** and shall also comply with the Sheriff's background check requirements listed in **Section C.6**;
 - b.** Interface with the County's current and future JIMS; Contractor shall accept inmate information imports either through secure FTP transmissions or API or web services real time updates;
 - c.** Interface with inmate telephone system;
 - d.** Interface with inmate tablets (expected to be deployed countywide in the future);

- e. Interface with current and future County accounting systems.
- B.16.2** Training of County staff and Contractor personnel shall include the following:
- a. Implementation: Contractor shall assist when transitioning to Keefe Cloud using a sandbox environment to try and prove workflows and options. Areas of Contractor’s expertise shall include project management, financial design, and planning, rules and roles, data conversion, interfaces, and training.
 - b. Online Help and Videos: Contractor’s cloud users shall have access to online-searchable, illustrated guides, and key informational videos to help them understand, navigate, and maximize the benefits of the Contractor’s system.
 - c. Ongoing support: 24/7 help desk support for all mission-critical issues such as booking, release, commissary purchases, etc., shall use a priority-based service tracking system with second- and third-level specialist teams, and an escalation path to Contractor’s management staff.
 - d. On-site Contractor Personnel: On-site personnel shall undergo extensive training, documented in Contractor’s confidential “On-site Commissary Managers Policies and Procedures” manual, previously described in **Section B.4.1**.

B.16.3 Timeline and Process Overview / Implementation Plan

Contractor shall provide a detailed timeline and process overview / implementation plan to implement all of the Services and software.

Sample High Level Implementation Plan

Calendar Day		Milestone	Participants		
Begin	End		Keefe	San Bernardino County	Other Providers
1	1	Plan Review and Project Kickoff First implementation meeting. Review/confirm preliminary milestones, determine project participants and roles	X	X	X
2	5	Overview and Configuration Specifications Introduce and demonstrate system features; determine configurable items: chart of accounts, bank info, high level interfaces, authorized users, network configuration, user interface, data migration	X	X	X
5	15	Design Specifications Detailed interface, infrastructure, network, financial, and user authorization specs with projected timelines. Present prototype accounting system with configurable attributes set per County specs	X	X	X
10	24	Provisioning Procure equipment, network, and electrical cabling; deliver/configure equipment and network/infrastructure	X		
16	28	Develop Interface	X	X	X

		Code, test, and complete interfaces			
20	24	Data Migration Sample data migration and presentation	X	X	X
20	28	Installation Operational system pending final test	X		X
28	35	System Testing End-to-end testing of transactions, interfaces, services. Fully functional system; confirm "go live" date	X	X	X
35	38	Staff Training End user and administrator. Completed training and guides published	X	X	X
38	38	Inmate Training Housing kiosk, table, or phone ordering use. Completed training and guides published	X	X	X
25	38	Public Training Training and marketing materials finalized and distributed	X	X	X
39	40	Data Migration Introduce all services; activate and use all components	X	X	X

B.16.4 Service Infrastructure

- a. Contractor shall install and maintain any wiring infrastructure (i.e., network, conduit, electrical cabling, and outlets, etc.) necessary for commissary operations and cloud banking system technology at no cost to the County. At the end of the Contract all infrastructure pertaining to wiring and conduit shall become the sole property of the County at no cost and may be available to any incoming vendor.
- b. Contractor shall reserve the right to remove all Contractor-supplied hardware (i.e., kiosks, workstations, printers, monitors, modems, firewalls, and switches) pertaining to commissary operations due to the proprietary nature of information/software/configurations contained within said hardware.

B.16.5 Transition of Services

Contractor's project managers shall build a project plan for the transition of Services with Sheriff staff. Project timelines and milestones shall be reviewed with Sheriff staff at minimum on a weekly basis for change management, escalation when required, and to minimize disruption to facility staff and inmate complaints. Contractor shall work with the Sheriff to modify the project phases, milestones, and delivery dates to accommodate the customized solutions that the County requires.

B.16.6 Verification

Contractor shall meet with Sheriff staff shortly after the rollout of the commissary Services. At that time, Contractor and Sheriff shall discuss Services or merchandise deployed to ensure adequate levels are being met and Contractor shall address any concerns immediately and provide prompt resolutions.

B.16.7 Standard Operating Procedures

In addition to the requirements listed in **Section B.13 Leave-Behind Solution**, Contractor shall work with incoming vendors to provide the necessary data for a smooth and successful transition. The Contractor’s “Departing Customer Transition Runbook – Close Out” section shall also be used to ensure the County has all necessary reports and data to reference for transition and for future reference.

B.16.8 As outlined in the Contractor’s “Departing Customer Transition Runbook – Close Out” section (below), and in **Section B.13 Leave-Behind Solution**, commissary Services historical data shall be left behind in the form of PDF reports and read-only access shall be available to the cloud banking system for future reference.

Close-Out Process

Contractor shall work with Sheriff contact to determine what report formats are desired for financial information and build out any required listings. Contractor shall use standard reports wherever possible. Common report requests include the following items:

- a. Under Inmate
 - 1. Inmate consolidated statement for all active inmates, with date range as requested by facility.
 - 2. Requested balance list which shall include all non-zero accounts, active and inactive, as of cut-off date.
 - 3. Debit charges and payments per inmate, with the ability to specify date range per facility and to select all debt types.
- b. Under Banking
 - 1. Bank reconciliation detail including cleared transactions shall be ran for each statement period.
 - 2. Classified balance sheet as of cut-off date and time.
 - 3. A report of all uncleared checks for Sheriff’s financial staff.

B.17 SERVICE PERFORMANCE STANDARDS AND QUALITY ASSURANCE

B.17.1 The Contractor shall be responsible for coordinating with each facility and CSRD to provide access to certain commissary items for certain types of inmates (e.g., general population, indigent, disciplinary isolation, minimum to maximum security). Contractor shall provide the goods to be sold, other related Services, necessary warehousing for inventory, delivery infrastructure, and necessary personnel. Contractor shall operate in such a way that overall facility operations are not disrupted by Contractor’s operations.

B.17.2 The Contractor shall be responsible for the delivery of quality, accurate commissary items to inmates in County facilities in a timely manner.

B.17.3 The Contractor shall be responsible for the delivery of high-quality, well-supported software, services, and support for the Inmate Trust Accounts and the many transactions, interfaces, and processes between these accounts and the various third-party applications and service providers that the County uses or may use at any time in the future.

- a. The Contractor’s cloud staff portal applications shall support commissary sales, Inmate Trust Account accounting, and inmate/staff communications. Contractor’s cloud commissary, banking system, and communication applications shall be the online hosted versions of the Contractor’s Legacy applications. Using cloud services, Sheriff staff shall have access to the following modules which can be set up (activated) according to Sheriff specifications:

1. Inmate Module (manage, book, modify, and release inmates)
 2. Banking Module (batches, cash drawers, general ledger, accounts payable, bank reconciliation)
 3. Commissary Module (orders, refunds, catalogs, batches, reports)
 4. Communications Module (conversations, commissary complaints, mail)
 5. Access Corrections Reporting Module (secure deposit, reports, and data detective)
- b. Sheriff users shall access the system through a Staff Portal at <https://keefe.cloud> using Chrome or Edge browsers on desktop computers. There shall be no limit of the number of Sheriff users who can access the software as long as they have been granted access by Sheriff command staff.

The Contractor's cloud staff portal shall enable a wide variety of financial, sales, and communications features including, but not limited to:

1. Access from Chrome or Edge Browser
 - i. No servers on-site at County – applications shall be hosted at <https://keefe.cloud>
 - ii. No additional software required on County computers
 - iii. Heightened log-in security
 - iv. Single sign-on from County work account
 - v. Sign-on security for users and passwords enforced by County
2. Easy Search for Inmate Accounts
 - i. Last Name, ID, Active, Inactive
 - ii. Paginated search results displaying balances and DOB
 - iii. Separate subaccounts per inmate – user-definable and customizable
 - iv. Tracks spending money separately from debts, bonding, and other accounts such as savings, payroll, or pre-paid phone
3. Easy Access to Useful Features from the Inmate Management Page
 - i. Court Obligations Management
 - ii. Schedules – Review Automated Transaction Events
 - iii. Commissary Order History
4. Full Lineup of User-Defined Transaction Types
 - i. Deposits, withdrawals
 - ii. Collectible debts, automatic prioritized debt collection rules
 - iii. Transfers, Abandoned Funds, Individual Group Checks
 - iv. Cash Drawer Workflow
 - v. Bank Reconciling Items
 - vi. User-defined transaction tags for collecting additional information about the transaction
5. Dynamic Online Audit Trail for All Transactions
 - i. Transaction history review – hot links to associated accounts and transactions
 - ii. Printable audit trail report for any transaction
6. Account Locks
 - i. User-defined financial restrictions with expiration date and supervision override
 - ii. Notes
 - iii. Open text entry for documenting additional information about an inmate account
 - iv. Expanded inmate classification capability
 - v. User-defined fields for tracking security classifications, dietary constraints, exemptions, custody type
7. Release Workflow

- i. Automated pre-defined account settlement rules
 - ii. Choice of disbursements cash, check, debit card, bond-out, group transfer, or split disbursement (when using two (2) or more of these in combination)
- 8. Inmate Property Inventory
 - i. Describe and record inmate property at intake
 - ii. Review, audit, release inmate property
- 9. Customizable Reports
 - i. Receipts, Releases
 - ii. Balances
 - iii. Deposit and Withdrawal Review
 - iv. Outstanding Debts Receivable
 - v. Indigence Review
 - vi. Ad Hoc Exports
 - vii. Report on inmate status, location, balances, obligations, and transactions. Ability to choose from more than 50 columns, and more than 20 row filters and see results in Excel
- 10. Rapid Entry in Preview Mode
 - i. Transaction Batches – rapid lookup, transaction grouping, links to accounts payable
 - ii. Group receipt printing, group transaction reporting
- 11. Bank Reconciliation
 - i. Quick identification of cleared items
 - ii. Bank-to-Book Auto-Calculated Bank Rec Summary
 - iii. Convenient Reconciling Entries
- 12. Real Time General Ledger
 - i. Classified Balance Sheet Navigation
 - ii. Quick reporting and audit
- 13. Accounts Payable
 - i. Organize payments to vendors and government agencies
 - ii. Disburse accruals by fiscal period
 - iii. Produce detailed disbursement advice
- 14. Advanced Bank Transaction Search
 - i. Use multiple search criteria to find bank entries of interest
 - ii. Easy reporting on search results
- 15. Financial Statement Reporting
 - i. Classified Balance Sheet
 - ii. Trial Balance
 - iii. Selective General Ledger Account Time-Period Activity
 - iv. Debt Collection Results
 - v. Ad Hoc Exports
- 16. Online Deposit Reporting
 - i. Bank Transfers
 - ii. Depositor Information
 - iii. Link Analysis – see relationships between depositors and recipients
- 17. Advanced Population-Based Purchasing Restrictions
 - i. Define inmate populations based on location, gender, classification, diet, privilege level, sanction, etc.
 - ii. Define categories (tags) to group items in restriction bundles
 - iii. Set restrictions for shopping privileges (frequency, spending limit)
 - iv. Set restrictions per product or product category (tag) (quantity, timespan)
- 18. Multiple Modes for Commissary Purchases
 - i. Kiosk/tablet
 - ii. Phone
 - iii. Scantron (bubble sheet)
 - iv. Walkup (concession)

- v. Mobile Cart
- 19. Vending
 - i. Real time direct debit from inmate account when item vends
 - ii. Cloud-based vending audit/refill/planogram (product layout diagram) service
 - iii. Direct manual entry
 - iv. Securepak – family purchases
- 20. Smart Purchasing from Multiple Inmate Subaccounts
Designate priority subaccounts such as store credits and gift accounts to be used for commissary purchases in addition to the primary spending account
- 21. Review and Dispatch Commissary Orders
 - i. Design Automatic Commissary Order Restrictions and Privileges
 - ii. Create Itemized Commissary Refunds
- 22. Auto-Credit for Out of Stock
 - i. System-generated credits based on fulfillment outcomes at Keefe warehouse
 - ii. Indigent Assessment and Indigent Sales
 - iii. Automatic financial assessment over time, balance, transaction activity
 - iv. Separate catalog, billing structure
 - v. Financial accounting for indigent accounts payable payment to vendor / accounts receivable reimbursement from County
- 23. Bill-Pay Auto-Reconcile
 - i. Select delivery batches to auto-reconcile with inmate receipts
 - ii. Auto-create reconciled accounts payable payment batch(es) for disbursement
 - iii. Option to create split disbursement for Keefe/Tax/Commission
 - iv. Report Sales by Delivery Batch, Category, and Inmate Receipt details
 - v. In-Line and drill down (retrospective) reporting with advanced filters
 - vi. Immediate export to Adobe, Excel
- 24. Commissary Complaint Process – Judgment / Appeal Case Numbers and Case History
 - i. Request/Commissary Complaint – Initiate by Category
 - ii. Request/Commissary Complaint – Officer Initiate
 - iii. Request/Commissary Complaint – Previewer – Previewer can resolve or dispatch (release) to specialist group.
- 25. Data Conversion
 - i. Personal Information – IDs, Names, Locations
 - ii. Closing Balances from spending and savings accounts
 - iii. Unpaid Debts
 - iv. Uncleared Checks
 - v. Inmate Account Statements in Adobe Format
- 26. Interfaces with Partner Systems
 - i. Inmate Information – JIMS/OMS
 - ii. Web Services – Real Time
 - iii. File Exchange – Scheduled
 - iv. Phone Services
 - v. Phone Time Purchases and Refunds – Web Services – Real Time
 - vi. Phone Time Purchased via Commissary – Scheduled by Staff User
 - vii. Refunds at Release – Web Services – Real Time
 - viii. Transition Management
 - ix. Keefe Technical Services Project Management

B.17.4 Infrastructure

Contractor's cloud services shall be hosted at redundant data centers. Hosting equipment, virtualization, operating system, database, application software, and network shall be managed by TKC Data Center Operations.

B.17.5 Application Development

- a. Contractor developers shall work in five (5) agile teams
- b. Software updates shall progress through multiple environments – developer - testing - staging with regression testing prior to release
- c. Releases shall be scheduled every two (2) weeks per team
 - 1. Hot fixes shall be able to be introduced outside of the regular release schedule
- d. Contractor development operations staff and documentation staff shall be embedded with the development teams to ensure end-to-end support for feature development
- e. Teams shall be directed by product owners selected from senior executives
- f. Primary languages shall include Angular, Aurelia, and MVC
- g. Databases shall be SQL Server Enterprise 2019
- h. Virtualized servers shall be Microsoft Windows Server 2019
- i. Services shall be SOAP/XML and RESTful
 - 1. Internal application architecture shall include Microsoft Service Fabric
- j. Database, Server, and Network redundancies shall be implemented within the primary data center through virtualization / load-balancing and replicated in a geographically distinct data center for failover
- k. Security teams shall work with application architects to ensure compliance with PCI, SOC2, and CJIS

B.17.6 The Contractor shall be responsible for the provision of real-time reports as requested by County.

B.17.7 The daily fill rate shall be based on a 24-hour turnaround time and shall be at least 98% for all standard commissary orders and a 98% weekly fill rate for all non-standard commissary orders. Contractor shall fill and ship orders the same day for next-day delivery from Contractor's local warehouse in Fontana, California.

B.17.8 Contractor shall be responsible for delivery of an adequate variety, quantity, and quality of products including low-salt, sugar-free, heart-healthy, kosher, halal, and other specialty merchandise appropriate to the dietary, nutritional, cultural, and hygienic needs of all types of inmates at County facilities.

B.17.9 Contractor shall be responsible for delivery of commissary Services and merchandise to inmates for sale at agreed-upon fair and reasonable prices.

B.17.10 Contractor shall be responsible for well-maintained equipment and hardware in optimum working condition (including, but not limited to, in-pod Kiosks and X-ray machines).

B.17.11 Contractor shall recommend new technologies and services that will enhance the operations of County facilities.

B.17.12 Contractor shall be responsible for accurate commission revenue generation and timely payment of commissions to support the necessary expenditures of the Inmate Welfare Fund.

B.17.13 Contractor shall comply with Sheriff's requirements for commissary Services.

B.17.14 It is County preference that Contractor be in compliance with American Correctional Association Standards for Commissary Operations. If already in compliance, Contractor shall provide the County with a copy of its procedures manual.

B.17.15 To avoid unnecessary service delays, Contractor shall ensure that there are readily available spare parts or spare part kits for in-pod kiosks and X-ray screening systems, stored in facilities designated by the County.

a. On-Premise Equipment

Replacement parts shall be stocked in a central location and shipped overnight five (5) days a week for prompt replacement, but if needed, Contractor shall store replacement parts at County locations or in a forward stocking location provided by a third-party (to include X-ray system parts). Due to PCI compliance, Contractor shall be required to store some parts in Contractor's local corporate office in Fontana, California.

b. Intake and Lobby Kiosks

Contractor shall proactively monitor lobby and intake kiosks during business hours in order to remotely diagnose and keep equipment operational. When needed, Contractor shall work with employees and/or third-party technicians to diagnose any problem and promptly repair or replace components. Contractor shall have remote tools available for diagnosis and remote repair of equipment without intervention. Contractor shall work with 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.

c. Kiosk Repair and Maintenance

Contractor shall assign at least two (2) appropriately qualified technicians daily to diagnose and repair kiosks. If the technicians are not immediately available, the Contractor shall make every effort to use a combination of remote support, employees, and/or third-party technicians to diagnose and repair kiosks. Resolution of issues shall be dependent upon drive times, parts, etc. If third-party technicians are used, Contractor shall ensure that they adhere to the background check policy stated in **Section C.6**.

B.17.16 Contractor shall provide a Redundant System and Replacement Plan to include, but not be limited to, equipment, hardware, and software.

Using its Business Continuity Plan, Contractor shall establish a Recovery Time Objective (RTO) and a Recovery Point Objective (RPO) for system outages less than or equal to and more than 24 hours with an RTO of no more than 48 hours and an RPO of 15 minutes from initiation of outage.

B.18 LIQUIDATED DAMAGES

B.18.1 Implementation and Installation

Contractor shall have and follow a mutually agreed upon detailed Implementation Plan and Schedule, as described in **Section B.16.3**. The installation shall include a user testing and acceptance provision for the County. Time is of the essence in providing a fully functional commissary system, and the Contractor shall provide a fully functional system tested and accepted by the County. Failure to provide this service, due to matters within the Contractor's control, within the agreed-upon timeframes will incur \$1,000.00 a day in liquidated damages until fully functional.

B.18.2 Late Management Reports

There will be a late fee of \$100.00 per day to the Contractor for reports received late, unless prior approval for late delivery by the Contractor has been granted by Sheriff designated staff.

B.18.3 System Problems, Non-Delivery, and Other Deficiencies (Software, Hardware, Equipment)

a. If a Service described in this Contract, or the County's use of any system, software, hardware, or equipment related thereto or described in this Contract, is unavailable during any period of time due to a system problem, non-delivery, or other situation creating a problem or deficiency, and Contractor fails to provide the Service within

the agreed-upon timeframes, Contractor will incur liquidated damages until fully functional. Upon County's or County-authorized agent's request, Contractor will issue liquidated damages due to problem or deficiency. Refer to "Severity Levels and Liquidated Damages" listed in **Attachment C - Table 1**.

- b. Contractor shall pay the County the total amount of credit due within thirty (30) days from the month deficiencies occurred under the Contract.
- c. Contractor shall have a maintenance/trouble ticket process.
- d. Notification of all problems and deficiencies shall be handled through the Contractor's designated on-site staff and/or its Customer Service Department, which shall be accessible online, via a toll-free telephone number, and email. Contractor shall provide 24 hours a day, 7 days a week on-call customer service and support staff to support the County and the Contractor's on-site staff in resolving problems and deficiencies.
- e. The County will assign one of the severity levels listed in **Attachment C - Table 1** to each problem or deficiency. Contractor must respond to and resolve these in accordance with the timeframes following the determination and/or notification of the problem, outage, or other deficiency listed in **Attachment C - Table 1**. See also Contractor's standard service level agreement at **Exhibit 9**.

B.18.4 Chronic Trouble

Contractor shall ensure that all Chronic Troubles, as specified in **Attachment C - Table 2 – Chronic Trouble Liquidated Damages**, are addressed and managed in a timely manner based on severity level. A Chronic Trouble is defined as any problem or deficiency which has experienced 3 separate incidents reported or trouble tickets opened against it by the County or a County-authorized agent, or Contractor, for the same/similar symptom(s) or problem(s) over a rolling 30-day period. A Chronic Trouble's rolling 30-day counter is considered "reset" upon a period of 30 days free of the same/similar trouble.

B.18.5 Prior to assessing liquidated damages hereunder, the County will discuss with Contractor any aspect of Contractor's performance that County may find unsatisfactory or that may require improvement. Should satisfactory improvement not occur after notice to Contractor and following a reasonable cure period as determined by the County (if and as appropriate for the circumstances), then County may elect to assess liquidated damages in accordance with this **Section B.18** and **Attachment C**. In no event shall County assess liquidated damages arbitrarily.

C. GENERAL CONTRACT REQUIREMENTS

C.1 Recitals

The recitals set forth above are true and correct and incorporated herein by this reference.

C.2 Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

C.4 Reserved

C.5 Attorney's Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney's fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney's fees directly arising from a third-party legal action against a party hereto and payable under the Indemnification and Insurance Requirements.

C.6 Background Checks, Attire, and Removal of Contractor Personnel

All Contractor's staff and/or subcontractors performing work under this Contract shall be required to undergo and pass, to the satisfaction of the County, a background investigation as a condition of beginning and continuing work under any resultant Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice and the Federal Bureau of Investigation. All fees associated with said background investigation(s), including Live Scan for Department of Justice and Federal Bureau of Investigation, shall be at the expense of the Contractor, regardless if the member of Contractor's staff and/or subcontractor passes or fails the background investigation. Fees associated with background investigations are currently \$49 and are subject to change.

Contractor shall provide a list of individuals who would render Services as staff. These individuals may not be changed without prior written permission of the County. Contractor shall submit to the Sheriff, or to the assigned CSRD Commander, a current roster including all staff and/or subcontractors who are required to enter County facilities to perform Services under this Contract. The roster shall possess photo identification and shall meet the County's requirements for admission into any Sheriff's correctional facility.

Contractor's personnel shall have to complete a Sheriff's Department Background Check which might include the following and are in addition to the Contractor's internal policy listed in **Exhibit 6**:

- C.6.1** A review of the applicant's "Security Clearance Application"
- C.6.2** Provide copies, front and back, of driver's license or other governmental-issued photo ID and Social Security card
- C.6.3** A Live Scan fingerprint check with local law enforcement agencies, California Department of Justice, Federal Bureau of Investigations (FBI), and National Crime Center.
- C.6.4** "Sheriff's Photo" identification card request form
- C.6.5** "Background Investigation Discovery Waiver" form
- C.6.6** "Authorization to Release Information" form
- C.6.7** "Acknowledgement of At-Will Volunteer" form
- C.6.8** Local records check to include, but not be limited to NCIC, CDL, Open Court Access, and social networking websites (Facebook, X (Twitter), etc.)

County may immediately, at the sole discretion of the County, deny or terminate facility access to any of Contractor's staff, subcontractors, or agents who do not pass such investigation(s) to the satisfaction of County, by reason of background or conduct incompatible with County facility access. Contractor shall immediately remove the staff, subcontractor, or agent from his/her assignment, and collect and return any County-issued identification and/or badge to CSRD. County will not provide to Contractor, Contractor's staff, and/or subcontractors any information obtained through County's background investigation.

Contractor's staff, subcontractors, or agents, while conducting business in County detention facilities, shall be required to wear appropriate attire that shall be clean and in good repair, that may consist of: A dress or polo shirt with the Contractor's company name and/or logo, printed or otherwise permanently attached (no removable name plates are allowed), pants, and leather or similar type closed shoes or boots. Additionally, Contractor's staff, subcontractors, or agents are prohibited from wearing, exhibiting, or displaying (or allowing to be visible) tattoos, brands, and/or pieces of body art (including body/face piercing) while conducting business in County detention facilities.

The Sheriff's CSRD will arrange for photo identification cards for the Contractor's staff, which must be worn at all times and in a clearly visible manner in the County's detention facilities. The

photo identification cards will be issued by CSRD and collected after each use; identification cards must remain at the facility after each use. Contractor's staff shall attend a County Custody Orientation prior to admission into secured facilities.

The Contractor shall immediately notify the Sheriff's CSRD background investigator regarding any staff re-assignment, discharge, or termination of employment in order that they may be removed from the facility access roster. Contractor's notifications regarding any such action shall be submitted verbally (within 24 hours), followed by written notification (within five (5) business days). Contractor shall collect from the removed staff any County-issued identification and/or badge and return it to the Sheriff's CSRD. The Contractor shall also be required to provide written notification to the Sheriff's CSRD, no less than forty-eight (48) hours in advance, of its intent to bring visitor(s) to a County facility.

Disqualification, if any, of Contractor's staff, subcontractors, or agents pursuant to this **Section C.6 – Background Checks, Attire, and Removal of Contractor Personnel** shall not relieve Contractor of its obligations to complete all work in accordance with the terms and conditions of this Contract.

C.7 Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

C.8 Choice of Law

The Contract shall be governed by and construed according to the laws of the State of California.

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all amendments and modifications to each of the documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under the Contract.

C.10 Confidentiality

Contractor shall protect from unauthorized use or disclosure of the names and other identifying information concerning persons receiving Services pursuant to the Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may otherwise be required by law. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

C.12 County Representative

The Sheriff/Coroner/Public Administrator, or designee, shall represent the County in all matters pertaining to the Services to be rendered under the Contract, including termination and assignment of the Contract, and shall be the final authority in all matters pertaining to the Services/Scope of Work by Contractor. If the Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to the Contract.

C.13 Damage to County Property

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Contractor fails to make timely repairs, the County may make any necessary repairs. For such repairs, the Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

C.15 Drug and Alcohol Free Workplace

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of the Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing Services for the County, on County property, or while using County equipment:

C.15.1 Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

C.15.2 Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

C.15.3 Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing Services for the County-on-County property, or using County equipment, of the County's objective of a safe, healthful and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such Services for the County.

The County may terminate for default or breach of Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

C.16 Duration of Terms

The Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of the Contract.

C.17 Employment Discrimination

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable federal, state and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

C.18 Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of the Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

C.19 Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

C.20 Improper Consideration

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the Contract.

The County, by written notice, may immediately terminate the Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report

shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

C.21 Informal Dispute Resolution

In the event the County determines that Service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to the Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

C.22 Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of the Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

C.23 Licenses, Permits and/or Certifications

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by federal, state, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of the Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain required licenses, permits and/or certifications may result in immediate termination of the Contract.

C.24 Material Misstatement/Misrepresentation

If during the course of the administration of the Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Contract may be immediately terminated. If the Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

C.25 Mutual Covenants

The parties to the Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing."

C.26 Nondisclosure

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third-parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with the Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of the Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialized and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

C.27 Notice of Delays

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

C.28 Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for Services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract.

C.29 Participation Clause

The County desires that Municipalities, School Districts, and other Tax Districts within the San Bernardino County requiring the same Services provided herein may at their option and through the County Purchasing agent, avail themselves of the Contract. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant contract with such governmental bodies as though they have been expressly identified in this bid, with the provisions that:

C.29.1 Such governmental body does not have and will not have in force any other contract for like purchases.

C.29.2 Such governmental body does not have under consideration for award any other bids or quotations for like purchases.

Such governmental body shall make purchases directly through and to the Contractor. The County will not be liable for any such purchase made between the Contractor and another governmental body who avails themselves of the Contract.

C.30 Air, Water Pollution Control, Safety and Health

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to the Contract.

C.31 Records

Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to the Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

C.32 Relationship of the Parties

Nothing contained in the Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

C.33 Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

C.34 Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

C.35 Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of the Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of the Contract thereafter.

C.36 Subcontracting

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in **Section G**. All approved subcontractors shall be subject to the provisions of the Contract applicable to Contractor Personnel.

For any subcontractor, Contractor shall:

- C.36.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- C.36.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- C.36.3** Include in the subcontractor's subcontract substantially similar terms as are provided in **Sections B. Contractor Responsibilities** and **C. General Contract Requirements**.

Upon expiration or termination of the Contract for any reason, County will have the right to enter into direct contracts with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct contracts with County.

C.37 Subpoena

In the event that a subpoena or other legal process commenced by a third-party in any way concerning the Goods or Services provided under the Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third-party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for its convenience, with or without cause, with a one hundred and eighty (180) day written notice of termination. Such termination may include all or part of the Services described herein. Upon such termination, payment will be made to the Contractor for Services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue Services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

C.39 Time of the Essence

Time is of the essence in performance of the Contract and of each of its provisions.

C.40 Venue

The parties acknowledge and agree that the Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to the Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

C.41 Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, Contractor, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

C.42 Former County Administrative Officials

Contractor agrees to provide, or has already provided, information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

C.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the

Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of Services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

C.44 Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge the County as the funding agency and Contractor as the creator of the publication. No such materials, or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to the Contract must be filed with the County prior to publication.

C.45 Artwork, Proofs and Negatives

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of the Contract are the property of the County. These items must be returned to the County within ten (10) calendar days, upon written notification to the Contractor. In the event Contractor fails to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Contractor will be barred from all future solicitations, for a period of at least six (6) months.

C.46 Iran Contracting Act

IRAN CONTRACTING ACT OF 2010, Public Contract Code section 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204, subdivision (a), the Contractor certifies that at the time the Contract is signed, the Contractor signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 as a person (as defined in Pub. Contract Code, § 2202, subd. (e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the Contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205.

C.47 Reserved

C.48 California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to the Contract, Contractor must comply with the

provisions of the California Consumer Privacy Act (CCPA). (Civ. Code, § 1798.100 et seq.). For purposes of this provision, “business,” “consumer,” and “personal information” shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of the Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150, subdivision (b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to the Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155, subdivision (b).

C.49 Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Contract. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

C.50 Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using **Attachment D - Campaign Contribution Disclosure Senate Bill 1439**, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor’s proposal to the County, or (2) 12 months before the date the Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County’s consideration of the Contract.

In the event of a proposed amendment to the Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

C.51 Reserved

D. TERM OF CONTRACT

The Contract is effective as of *December 17, 2024*, and expires *March 17, 2030*, and may be extended for one (1) additional two-year period, or two (2) additional one-year periods, upon written agreement by the County and the Contractor, and County Board of Supervisors’ approval, but may be terminated earlier in accordance with provisions of the Contract.

E. COUNTY RESPONSIBILITIES

- E.1** The County shall provide access to loading docks and a receiving area at each facility and shall make reasonable accommodation for necessary Contractor on-site equipment including a PC workstation, scanner/printer and phone. Contractor shall provide all necessary on-site commissary equipment, software, equipment/software installation, upgrades, preventive maintenance, replacement equipment, and staff at no cost to the County for the duration of the Contract's term.
- E.2** County shall provide by email the number of indigent inmate kits to be needed at each facility at the end of the week for the next week's delivery. The County makes no guarantee that the number of indigents will be similar in the future.
- E.3** County shall compensate Contractor in accordance with **Section F.4 Invoices**, set below.

F. FISCAL PROVISIONS

F.1 Commissions / Minimum Annual Guarantee

Revenue due to County after the Effective Date of this Contract represents a Minimum Annual Guarantee (MAG) of \$3,300,000 or 43% of commissionable revenue, whichever is higher. Contractor shall be responsible for paying all applicable taxes. Commissionable revenue shall be based on Net Sales. Net Sales shall exclude (a) all sales of stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and indigent inmate kits, returned, undelivered, or rejected merchandise, any items that may not be marked up for resale, i.e., stamps, and (b) any applicable sales or use tax.

- F.1.1** Commissions shall be paid monthly to the County's Inmate Welfare Fund by check or EFT (Electronic Funds Transfer). These payments shall be remitted within ten (10) business days after the end of the previous month. Payments may be by way of electronic fund transfer described in **Section F.5**.
- F.1.2** All commission payments shall be accompanied by a detailed sales report in Microsoft Excel such that the County can verify the accuracy of the payment and calculation by comparing it to records in the commissary application.
- F.1.3** Commission payment shall be deemed late if they are not paid by the 15th business day following the end of the designated monthly accounting period.
- F.1.4** The County reserves the right to assess a fee for repeated late, inaccurate, or incomplete payment of commissions. This shall be equal to five (5) percent of the commission payment(s) that were late, inaccurate, or incomplete.

F.1.5 Commission Guarantee

Contractor will guarantee a minimum annual commission of three million, three hundred thousand dollars (\$3,300,000.00), subject to the adjustments set forth below ("the guarantee").

F.1.6 Guarantee Terms and Assumptions

Contractor's obligation to reimburse the County in accordance with the **Sections F.1 and F.1.1** above assumes the following terms remain in effect:

- a.** Contractor shall be the exclusive commissary service provider to the facilities, and the County shall not introduce products or services that compete directly or indirectly with Services that Keefe provides under the Contract.
- b.** Contractor's Access Securepak, Retail Promotions and Access Corrections programs, and ReleasePay programs shall be installed, activated, and implemented

as agreed. "Retail Promotions" include certain discounts, promotional items, holiday promotions, and new item introductions to inmates.

- c. Facilities listed in the Contract shall not be removed from the scope of Services, unless requested by Sheriff.
- d. The County and its representatives and employees shall fully cooperate with Contractor and its representatives in the implementation of the commissary program (including, without limitation, Access Securepak, Retail Promotions, and Access Corrections programs) as set forth herein immediately from the Effective Date, or on such other mutually-agreed timeline, not more than 90 days from the Effective Date.

In the event any of the foregoing terms and assumptions are not met during the term of the Contract, Contractor and County agree to renegotiate the Guarantee.

F.2 The Contractor shall allow inmate's friends and family members to deposit funds directly into an inmate's commissary trust account via lobby kiosks, phone (Interactive Voice Response [IVR] system), Internet, or countertop terminals. In consideration for the provision of those services, the Contractor shall be permitted to collect convenience fees from users, as per **Attachment A – Schedule of Commissary Deposit Fees**, attached hereto and incorporated herein by this reference. These fees shall not be counted towards total commissionable sales.

F.3 Pricing

Contractor shall submit a price list, items, package size, brand name, and warranty (if applicable) of each product to be available for sale as specified in **Attachment B**.

F.3.1 All prices shall be held firm for the life of the Contract unless Contractor can provide documentation that the product has been re-sized, re-formulated, discontinued or altered by the manufacturer, in which case price changes and/or alternate products may be considered.

F.3.2 No brand, price, or product may be changed at any time without the prior written approval of the County.

F.4 Invoices (If Applicable)

Contractor shall provide the County itemized monthly invoices, sales, indigent inmate kits distributed, and commissions reports, in arrears, for Services performed under this Contract within five (5) calendar days of the end of the previous week or month. The County will audit invoices and reports for accuracy and may require additional information or corrections from Contractor prior to issuing payment. The County shall make payment to Contractor within sixty (60) working days after receipt of invoice or the resolution of any billing dispute. "Working days" for purposes of this section are days the County is open for business (Monday through Friday, excluding holidays). The County reserves the right to refuse payment for any unsatisfactory work or Services provided by personnel not appropriately licensed or certified as required and will deduct the charges for those Services from Contractor's invoices. Invoices should be sent to:

San Bernardino County Sheriff's Department
Attn.: Finance Unit – Inmate Welfare Fund
655 East Third Street
San Bernardino, CA 92415

F.5 Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. The Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.6 Reserved

F.7 Reserved

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

G.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of Services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

G.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors and Subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

G.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

G.5 Severability of Interests

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross-liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of Services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Sheriff, and Contractor shall maintain such insurance from the time Contractor commences performance of Services hereunder until the completion of such Services. Within fifteen (15) days of the commencement of the Contract, Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

G.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII."

G.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

G.9 Failure to Procure Coverage

In the event that any policy of insurance required under the Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

G.11 Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract term the following types of insurance with limits as shown:

G.11.1 Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing Services on behalf of the Contractor and all risks to such persons under the Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California

or federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
 - b. Products and completed operations.
 - c. Broad form property damage (including completed operations).
 - d. Explosion, collapse and underground hazards.
 - e. Personal injury.
 - f. Contractual liability.
 - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of Contract Services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.11.5** Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

- G.11.6** **Reserved**

- G.11.7** **Cyber Liability Insurance** - Cyber Liability Insurance with limits of no less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering 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. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

- G.11.8** **Abuse/Molestation Insurance** – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

H. RIGHT TO MONITOR AND AUDIT

H.1 The County, state and federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of Services provided under the Contract. Contractor shall give full cooperation in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by the County. Contractor shall repay to County within thirty (30) days of receipt of audit findings any reimbursements made by County to Contractor that are determined by subsequent audit to be unallowable pursuant to the terms of the Contract or by law.

In the event the County determines that Contractor’s performance of its duties or other terms of the Contract are deficient in any manner, County will notify Contractor of such deficiency in writing, or orally, provided written confirmation is given five (5) days thereafter. Contractor shall remedy any deficiency within forty-eight (48) hours of such notification, or County, at its option, may terminate the Contract immediately upon written notice, or remedy any deficiency and off-set the cost thereof from any amounts due to the Contractor under the Contract or otherwise.

H.2 Contractor shall maintain all records and books pertaining to the delivery of Services under the Contract and demonstrate accountability for Contract performance. All records pertaining to Services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three (3) years after final payment under the Contract or until all pending County, state and federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES

I.1 Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of the Contract shall be a material breach of the Contract.

I.2 In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in the Contract:

- I.2.1** Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- I.2.2** Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- I.2.3** Withhold funds pending duration of the breach; and/or
- I.2.4** Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item “b” of this paragraph; and/or
- I.2.5** Terminate the Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under the Contract and the balance, if any, shall be paid by the Contractor upon demand.

J. NOTICES

All written notices provided for in the Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County
Sheriff/Coroner/Public Administrator
Attn: Bureau of Administration – Contracts and
Procurement
655 East Third Street
San Bernardino, CA 92415

Keefe Commissary Network, LLC
13369 Valley Boulevard
Fontana, CA 92335

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

K. ENTIRE CONTRACT

K.1 The Contract, including all Exhibits and other documents incorporated herein by reference, represents the final, complete and exclusive Contract between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of the Contract not expressly set forth herein are of no force or effect. The Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read the Contract and signs the same of its own free will.

K.2 Order of Precedence of Documents

K.2.1 This Contract consists of:

- a. The body of this Contract
- b. **Attachment A** – Schedule of Commissary Deposits Fees
- c. **Exhibit No. 1** – RFP No. SHR123-ADMSR-4897
- d. **Exhibit No. 2** – Contractor’s proposal in response to Request for Proposal (RFP) No. SHR123-ADMSR-4897

K.2.2 In the event of any inconsistency in or conflict among the document elements of this Contract, the inconsistency or conflict shall be resolved by giving precedence to the elements in the following order:

First, the body of this Contract

Second, Attachment A – Schedule of Commissary Deposits Fees

Third, the Request for Proposal (RFP) SHR123-ADMSR-4897

Fourth, the Contractor’s proposal in response to RFP No. SHR123-ADMSR-4897

Fifth, all other written documentation and correspondence pertaining to this Contract

L. ELECTRONIC SIGNATURES

This Contract and, if applicable, any subsequent amendments, may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF, or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

Remainder of this page left intentionally blank.

IN WITNESS WHEREOF, San Bernardino County and the Contractor have each caused the Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Keefe Commissary Network, LLC.

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name John Puricelli
(Print or type name of person signing contract)

Title Executive Vice President
(Print or Type)

Dated: _____
Address 13369 Valley Boulevard
Fontana, CA 92335

FOR COUNTY USE ONLY

Approved as to Legal Form
►

Grace B. Parsons, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
►

Date _____

Reviewed/Approved by Department
►

Kelly Welty, Chief Deputy Director of
Sheriff's Administration
Date _____

ATTACHMENT A

Schedule of Commissary Deposit Fees

Gross Amount Deposited	Credit/Debit Deposits via Web/Mobile App	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk
\$0.01 - \$20.00	\$1.95 + 3%	\$2.95 + 3%	\$1.95 + 3%	\$2.00
\$20.01 - \$100.00	\$3.95 + 3%	\$3.95 + 3%	\$3.95 + 3%	\$3.00
\$100.01 - \$200.00	\$4.95 + 3%	\$4.95 + 3%	\$4.95 + 3%	\$4.00

Bond Fee Structure				
Gross Amount Deposited	Credit/Debit Payment via Web/Mobile App	Credit/Debit Payment via Phone	Credit/Debit Payment via Lobby Kiosk	Cash Payment via Lobby Kiosk
\$ 0.01 - \$1,500.00	7.00%	7.00%	7.00%	7.00%
\$ 1,500.01 - \$5,000.00	N/A	N/A	N/A	7.00%

ATTACHMENT B
Commissary Offering List (as of 05-09-2024)

Item	Kosher	Description	UOM/Size	Unit Price	Tax	TOTAL
Hygiene						
0001		Crawford Shampoo Balsam & Protein	4 oz	\$2.06	\$0.16	\$2.21
0002		Crawford Conditioner Balsam & Protein	4 oz	\$2.31	\$0.18	\$2.49
0020		Crawford Shampoo Dandruff Rinse	4 oz	\$2.31	\$0.18	\$2.49
0030		Sulfur 8 Shampoo Medicated	7.5 oz	\$11.12	\$0.86	\$11.98
0048		Softtee Conditioner Coconut Oil	5 oz	\$4.55	\$0.35	\$4.90
0050		Softtee Hair Dress Bergamot	5 oz	\$4.05	\$0.31	\$4.36
0051		Softtee Conditioner Bergamot 5 oz	5 oz	\$4.48	\$0.35	\$4.82
0102		Power Up Antiperspirant Deodorant Force	2.5 oz	\$4.12	\$0.32	\$4.44
0107		Power Up Deodorant Drive 2.5 oz	2.5 oz	\$4.12	\$0.32	\$4.44
0118		Power Up Antiperspirant Deodorant Roll On Force	3 oz	\$4.05	\$0.31	\$4.36
0147		Power Up Antiperspirant Deodorant Drive	2.5 oz	\$4.05	\$0.31	\$4.36
0200		New Day Baby Powder Cornstarch	4 oz	\$2.23	\$0.17	\$2.41
0205		Freshscent Baby Oil	4 oz	\$2.23	\$0.17	\$2.41
0210		Crawford Lotion Skin Care	4 oz	\$1.88	\$0.15	\$2.02
0212		Infuzed Lotion Dly Bdy Coconut Lime	15 oz	\$5.42	\$0.42	\$5.84
0215		Crawford Lotion Cocoa Butter	4 oz	\$1.88	\$0.15	\$2.02
0220		New Day Petroleum Jelly	1 oz	\$2.02	\$0.16	\$2.18
0250		Careall Hydrocortisone Cream Max Strength 1%	1 oz	\$4.19	\$0.33	\$4.52
0251		Careall Athlete Ft Cream 1% Tolnaftate	0.5 oz	\$2.67	\$0.21	\$2.88
0260		Careall Muscle Rub Like Bengay 3 oz	3 oz	\$6.28	\$0.49	\$6.77
0273		Good Sense Lip Balm Tropical Spf 45	3 oz	\$2.45	\$0.19	\$2.64
0305		Protection Razor Twin Blade Disposable	1 ea	\$1.30	\$0.10	\$1.40
0321		Magic Shave Shave Cream Bald Head Smooth	6 oz	\$6.43	\$0.50	\$6.93
0331		Protection Shave Cream Brushless	7 oz	\$3.83	\$0.30	\$4.12
0350		Protection After Shave Gel	7 oz	\$3.18	\$0.25	\$3.42
0358		Elementz Conditioner Almond/Shea	15 oz	\$5.56	\$0.43	\$5.99
0363		Elementz Gel Firm Hold	15 oz	\$5.42	\$0.42	\$5.84
0397		Next 1 Soap Cocoa Butter Bar	5 oz	\$2.23	\$0.17	\$2.41
0400		Irish Spring Soap Original Scent	3.2 oz	\$3.89	\$0.30	\$4.19
0424		Next 1 Soap Moisturizing Bar 5 oz	5 oz	\$2.23	\$0.17	\$2.41
0426		Next 1 Soap Antibacterial Sport Bar	5 oz	\$2.23	\$0.17	\$2.41
0444		Neutrogena Soap Facial Bar 3.5 oz	3.5 oz	\$8.94	\$0.69	\$9.64
0490		American Comb Soap Dish Hinged	1 ea	\$1.37	\$0.11	\$1.48
0500		Cool Wave Mouthwash Alcohol Free	8 oz	\$2.96	\$0.23	\$3.19
0530		Cool Wave Toothpaste Gel Fresh Mint	4 oz	\$3.03	\$0.23	\$3.27
0538		Freshmint Toothpaste	2.75 oz	\$2.60	\$0.20	\$2.80
0541		Freshmint Dental FIOSs Waxed 100 Yd	1 pk	\$3.75	\$0.29	\$4.04
0580		Becker Glove Toothbrush Holder 2-Piece	1 ea	\$0.93	\$0.07	\$1.01
0583		McKesson Ibuprofen 200 Mg 2/Pk	1 pk	\$0.80	\$0.06	\$0.86
0595		Effergrip Denture Adhesive	2.5 oz	\$7.13	\$0.55	\$7.68
0602		Goodsense Bandage Sheer .75 X 3 In 10 Ct	1 pk	\$2.02	\$0.16	\$2.18
0611		McKesson Aspirin 325 Mg 2/Pk	1 pk	\$0.21	\$0.02	\$0.23
0612		Advil Ibuprofen Tablets 2/Pk	1 pk	\$1.73	\$0.13	\$1.86
0614		McKesson Acetaminophen Non-Aspirin 325Mg 2/Pk	1 pk	\$0.80	\$0.06	\$0.86
0642		Rolaids Antacid Extra Strength Mint 3Ea/Pk	1 pk	\$2.02	\$0.16	\$2.18
0645		Alka Seltzer Pain Relief Tablets 2/Pk	1 pk	\$1.73	\$0.13	\$1.86
0651		Goodsense Hemorrhoidal Ointment	2 oz	\$7.51	\$0.58	\$8.09
0652		Careall Ointment Triple Antibiotic	1 oz	\$7.36	\$0.57	\$7.93
0662		New Day Allergy Maleate 4 Mg 24 Ct	1 pk	\$3.03	\$0.23	\$3.27
Item	Kosher	Description	UOM/Size	Unit Price	Tax	TOTAL /W TAX
0681		Sundance Multivitamin w/Iron 60 Ct	1 pk	\$5.20	\$0.40	\$5.60
0697		Contact Lens Cs	1 ea	\$1.45	\$0.11	\$1.56
0720		Heritage Antifungal Powder Med Tolnaftate 1%	3 oz	\$4.91	\$0.38	\$5.29

0750		Trim Nail Clipper No File	1 ea	\$1.09	\$0.08	\$1.18
0760		New Day Cotton Swab 100 Ct	1 pk	\$2.53	\$0.20	\$2.72
0784		Staydent Denture Adhesive Cream 2.4 oz	2.4 oz	\$7.80	\$0.60	\$8.41
0800		New World Imports Comb 5 In	1 ea	\$0.44	\$0.03	\$0.47
0821		Brush Palm	1 ea	\$1.16	\$0.09	\$1.25
0825		Cardinal Afro Pik Nylon	1 ea	\$0.72	\$0.06	\$0.78
4199		Close Up Toothpaste Red Gel	4 oz	\$6.28	\$0.49	\$6.77

Stationery & Miscellaneous

0966		Gallant Love You Card	1 ea	\$2.07	\$0.16	\$2.23
1001		Postage Stamped Env Large	1 ea	\$0.75	\$0.00	\$0.75
1013		Mead Env #10	50 ct	\$4.05	\$0.31	\$4.36
1015		Quality Park Envelope Kraft Gummed 9 1/2 x 12 1/2	1 ea	\$0.44	\$0.03	\$0.47
1040		Pen Flex	1 ea	\$0.93	\$0.07	\$1.01
1050		Postage Stamp First Class 10/pk	1 book	\$6.60	\$0.00	\$6.60
1060		Boardroom Paper 50 Ct Pad 8.5 x 11	1 pk	\$2.10	\$0.16	\$2.26
1070		Tops Paper Sketch Pad 8.5 X 11 50 Sheet	1 pk	\$2.17	\$0.17	\$2.34
1072		Mead File Expandable Wallet	1 ea	\$4.48	\$0.35	\$4.82
1075		New World Imports Pencil Golf Type	2 ea	\$0.21	\$0.02	\$0.23
1080		Rose Art Colored Pencils 24 Ct 3.5 In	1 pk	\$5.63	\$0.44	\$6.07
1085		Sanford Eraser Beveled	1 ea	\$0.86	\$0.07	\$0.93
1086		Webster Dictionary Pocket	1 ea	\$6.06	\$0.47	\$6.53
1101		Gallant Birthday Card Juvenile	1 ea	\$2.10	\$0.16	\$2.26
1103		Gallant Birthday Card Paper	1 ea	\$2.10	\$0.16	\$2.26
1109		Gallant Friendship Card Paper	1 ea	\$2.10	\$0.16	\$2.26
1121		Gallant Seasonal Greeting Card	1 ea	\$2.10	\$0.16	\$2.26
1166		Gpx Earbud Gpx Clear Earbuds	1 ea	\$8.94	\$0.69	\$9.64
1200		Ion3 Batteries AAA Alk 4/Pk	1 pk	\$5.13	\$0.40	\$5.53
1210		Ion3 Batteries AA Alk 4/Pk	1 pk	\$5.13	\$0.40	\$5.53
1249		GPX Radio Digital Am Fm	1 ea	\$21.37	\$1.66	\$23.03
1256		Grainger Ear Plugs No Cord	1 ea	\$1.45	\$0.11	\$1.56
1300		Aviator Playing Cards Poker	1 pk	\$3.47	\$0.27	\$3.74
1305		Aviator Playing Cards Pinochle 12/Cs	1 pk	\$3.47	\$0.27	\$3.74
1400		Bowl w/Lid 24 oz	1 ea	\$1.52	\$0.12	\$1.64
1412		Mug Insulated w/Lid 14 oz 5	1 ea	\$3.10	\$0.24	\$3.34
1415		Cup w/Lid 22 oz	1 ea	\$1.81	\$0.14	\$1.95
1430		Washcloth 12 x 12 Ea White	1 ea	\$1.66	\$0.13	\$1.79
5226		Goody Ponytailer Elastic Touchless XL 1 pk	14 ea	\$8.94	\$0.69	\$9.64
5275		Sharkeyes Reading Glasses Polycarb 1.75 Diopter	1 ea	\$14.23	\$1.10	\$15.33
5276		Sharkeyes Reading Glasses Polycarb 2.0 Diopter	1 ea	\$14.23	\$1.10	\$15.33
5277		Sharkeyes Reading Glasses Polycarb 2.25 Diopter	1 ea	\$14.23	\$1.10	\$15.33
5278		Sharkeyes Reading Glasses Polycarb 2.5 Diopter	1 ea	\$14.23	\$1.10	\$15.33
5848		Xtremeflex Spoon Soup	1 ea	\$1.09	\$0.08	\$1.18

Condiments

2087		Keefe Creamer SS 10Pk	1 pk	\$1.30		\$1.30
2216		Equal Sweetener Pink 100/Bx	1 box	\$5.00		\$5.00
2594		Dolly Madison Cupcakes Choc 2Pk	3.17 oz	\$2.31		\$2.31
2596		Made w/Philly Cream Cheese w/Jalapenos	2 oz	\$2.31		\$2.31
3535		Made With Kraft Spread Jalapeno	2 oz	\$1.81		\$1.81

Item	Kosher	Description	UOM/Size	Unit Price		TOTAL /W TAX
3536		Made With Kraft Spread Cheddar	2 oz	\$1.66		\$1.66
4056	K	Squeezum Peanut Butter Pouch	2 oz	\$1.66		\$1.66
5776	K	Colonna Brothers Spices Seasoned Salt	4.75 oz	\$5.34		\$5.34
6262	K	Squeezum Mayonnaise Regular 9 G, 12/Pk	1 pk	\$2.23		\$2.23
6263	K	Squeezum Mustard Regular 4.5 G, 12/ea	1 pk	\$1.45		\$1.45
6268	K	Squeezum Hot Sauce 7 G, 12/ea	1 pk	\$2.02		\$2.02
6412	K	Squeezum Jelly Grape	1 oz	\$0.58		\$0.58
6459	K	City Cow Cheese Sticks Mozzarella	4 oz	\$4.05		\$4.05
6500	K	Van Holten Pickle Hot Pickle	9.6 oz	\$2.38		\$2.38
6501	K	Van Holten Pickle Mild Dill	9.6 oz	\$2.38		\$2.38

6507		TX Titos Jalapeno Peppers SS Sliced	1 oz	\$1.37		\$1.37
6508	K	Tokyo Diner Soy Sauce	6 oz	\$3.32		\$3.32
6512	K	Keefe Hot Sauce LA	6 oz	\$2.88		\$2.88
6518		Salt - Paper Pkt	1 ea	\$0.07		\$0.07
6519		Pepper - Paper Pkt	1 ea	\$0.07		\$0.07
Beverages						
2010	K	Keefe Coffee Inst	4 oz	\$5.21		\$5.21
2011	K	Keefe Freeze Dried Coffee Decaf Colombian	3 oz	\$5.35		\$5.35
2015	K	Keefe Freeze Dried Coffee Colombian	3 oz	\$5.57		\$5.57
2017	K	Maxwell House Coffee Regular	4 oz	\$5.57		\$5.57
2070		Keefe Hot Cocoa SS	0.8 oz	\$0.65		\$0.65
2099	K	Paramount Dry Milk Inst Non Fat 10 oz	10 oz	\$8.02		\$8.02
2198		Swiss Miss Hot Cocoa Mix Rich Choc 9 oz	9 oz	\$4.19		\$4.19
2225		Golden Tea Bag	5 ea	\$1.81		\$1.81
2283	K	Keefe Coffee Colombian Blend	3 oz	\$5.35		\$5.35
2300	K	Tang Inst Breakfast Drink	6 oz	\$3.75		\$3.75
2330	K	Kool Aid Drink Mix Tropical Punch	6 oz	\$3.75		\$3.75
2438	K	Quaker Oatmeal Maple Brown Sugar	1.51 oz	\$1.09		\$1.09
2528		Hawaiian Punch Drink Mix Berry Blue Typhoon	0.95 oz	\$4.05		\$4.05
Cold Snacks						
2615		Brushy Creek Summer Sausage Regular	1.625 oz	\$2.53		\$2.53
2623		Brushy Creek Summer Sausage Regular	3 oz	\$3.68		\$3.68
2664	K	Velveeta Macaroni & Cheese Original	3 oz	\$2.88		\$2.88
2666	K	Velveeta Rice Cheesy	2 oz	\$2.88		\$2.88
2667	K	Velveeta Rice Spicy Cheese	2 oz	\$2.88		\$2.88
2668	K	Velveeta Refried Beans Cheesy	4 oz	\$3.10		\$3.10
2670	K	Velveeta Beans & Rice Spicy Cheesy	4 oz	\$3.10		\$3.10
Cookies & Pastry						
2725		Kellogg's Toaster Pastries Brown Sugar Cinnamon 2Pk	3.38 oz	\$2.67		\$2.67
3020	K	Oreo Cookies	2.4 oz	\$3.25		\$3.25
3028		Chattanooga Moon Pie Banana Dbl Decker	2.75 oz	\$1.81		\$1.81
3030	K	Market Square Cookies Vanilla Cremes	6 oz	\$2.88		\$2.88
3035	K	Market Square Cookies Choc Chip	6 oz	\$2.88		\$2.88
3039		Gamesa Marias Cookies	4.94 oz	\$2.17		\$2.17
3040	K	Market Square Cookies Iced Oatmeal	6 oz	\$2.88		\$2.88
3045	K	Market Square Cookies Duplex Cremes	6 oz	\$2.88		\$2.88
3193		Kellogg's Toaster Pastries Strawberry 2 Pk	3.38 oz	\$2.67		\$2.67
3248	K	Duchess Cinnamon Roll	4 oz	\$2.60		\$2.60
3274	K	Market Square Honey Bun Iced	4.75 oz	\$2.82		\$2.82
Item	Kosher	Description	UOM/Size	Unit Price		TOTAL /W TAX
3309		Kellogg's Rice Krispie Original	1.3 oz	\$2.10		\$2.10
4314		Kellogg's Pop Tarts Blueberry 2 Pk	3.38 oz	\$2.67		\$2.67
4431	K	Cloverhill Cheese Danish Strawberry	4.25 oz	\$2.23		\$2.23
6540	K	Nutrigrain Cereal Bar Strawberry	1.3 oz	\$1.01		\$1.01
Chips & Crackers						
2737		Fritos Corn Chips Chili Cheese	2 oz	\$1.88		\$1.88
3112	K	Golden Valley Crackers Saltine	16 oz	\$5.91		\$5.91
3114	K	Golden Valley Crackers Snack	13.7 oz	\$6.78		\$6.78
3115	K	Cheez-It Crackers	1.5 oz	\$1.52		\$1.52
3212		El Sabroso Tortilla Chips Guacachip Guacamole	3 oz	\$3.97		\$3.97
3215		El Sabroso Tortilla Chips Salsitas Salsa	3 oz	\$3.97		\$3.97
3219	K	Austin Sandwich Crackers Cheese On Cheese	1 pk	\$1.09		\$1.09
3222	K	Austin Sandwich Crackers Toasted PB	1 pk	\$1.09		\$1.09
3223	K	Austin Sandwich Crackers PB On Cheese	1 pk	\$1.09		\$1.09
4399		El Sabroso Pork Cracklins Salsa Pkt Included	2.25 oz	\$4.77		\$4.77
6075		Cactus Annie Cracklins Hot & Spicy Tender	2 oz	\$4.48		\$4.48
6079	K	The Whole Shabang Potato Chips Original	1.5 oz	\$1.66		\$1.66
6083	K	Moon Lodge Popcorn White Cheddar	5 oz	\$4.48		\$4.48

6100	K	Moon Lodge Potato Chips Regular	1.5 oz	\$1.66		\$1.66
6102	K	Moon Lodge Potato Chips Stuffed Jalapeno	1.5 oz	\$1.66		\$1.66
6105	K	Moon Lodge Potato Chips BBQ	1.5 oz	\$1.66		\$1.66
6116	K	Cactus Annies Cheese Puffs	2 oz	\$1.88		\$1.88
6125	K	Moon Lodge Potato Chips Hot Hot Hot BBQ	1.5 oz	\$1.66		\$1.66
6126	K	Moon Lodge Potato Chips Sour Cream & Onion	1.5 oz	\$1.66		\$1.66
6127		Cactus Annie Pork Rinds Hot & Spicy	2 oz	\$2.88		\$2.88
6134	K	Moon Lodge Popcorn Caramel	3.53 oz	\$3.10		\$3.10
6153		Moon Lodge Potato Chips Buffalo Wing Blue Cheese	1.5 oz	\$1.66		\$1.66
6154		Doritos Tortilla Chips Nacho Cheese 1.75 oz	1.75 oz	\$1.88		\$1.88
6159		Cheetos Cheese Crunchy Flamin Hot	1.75 oz	\$1.88		\$1.88
6167		Cheetos Cheese Crunchy	2 oz	\$1.88		\$1.88
6216	K	King Nut Peanuts Honey Roasted	2.5 oz	\$2.31		\$2.31
6217	K	King Nut Snack Mix Tropical	4 oz	\$2.60		\$2.60
6220		Corn Nuts Corn Nuts Chile Picante	1.7 oz	\$2.50		\$2.50
6606	K	Moon Lodge Peanuts Roasted & Salted	1.75 oz	\$1.52		\$1.52
6680		El Sabroso Cheese Curls Blazin Hot	4 oz	\$3.97		\$3.97
6683		Snyders Pretzels Jalapeno Pieces	2.25 oz	\$2.23		\$2.23
Cold Snacks						
3546		Brushy Creek Beef Summer Sausage Hot & Spicy	5 oz	\$5.99		\$5.99
3559		Bridgford Pepperoni Sliced 3.5 oz	3.5 oz	\$7.15		\$7.15
6179	K	Fresh Catch Sardines Soybean Oil	3.53 oz	\$3.40		\$3.40
6181	K	Fresh Catch Sardines Hot Tomato Sauce	3.53 oz	\$3.40		\$3.40
6189	K	Fresh Catch Fish Steaks Spicy Mustard Sauce	3.53 oz	\$3.32		\$3.32
6190	K	Fresh Catch Fish Steaks Green Chilis In Oil	3.53 oz	\$3.32		\$3.32
6195		Brushy Creek Premium Chicken Breast	4.5 oz	\$7.29		\$7.29
6600	K	Cactus Annies Tortillas Flour 8 oz 6Ct 8 In	1 pk	\$3.40		\$3.40
6610	K	Golden Valley Bagel Plain	4 oz	\$2.10		\$2.10
6717		Brushy Creek Summer Sausage Regular	8 oz	\$5.99		\$5.99
6721	K	Fresh Catch Fish Steaks In LA Hot Sauce	3.53 oz	\$3.10		\$3.10
6826	K	Fresh Catch Chunklight Tuna In Water	4.23 oz	\$6.43		\$6.43
Item	Kosher	Description	UOM/Size	Unit Price		TOTAL /W TAX
Candy						
4000	K	M&M Plain Choc	1.69 oz	\$2.31		\$2.31
4001	K	M&M Peanut	1.74 oz	\$2.31		\$2.31
4004	K	Baby Ruth	1.9 oz	\$2.10		\$2.10
4005	K	Butterfinger	1.9 oz	\$2.31		\$2.31
4010	K	Snickers	1.86 oz	\$2.31		\$2.31
4013	K	Milky Way	1.84 oz	\$2.31		\$2.31
4015		Crunch Candy Bar	1.55 oz	\$2.31		\$2.31
4019	K	Atkinson Chick-O-Stick	1.6 oz	\$1.78		\$1.78
4031	K	Twix Regular	1.79 oz	\$2.31		\$2.31
4036	K	Hershey Bar Choc	1.55 oz	\$2.31		\$2.31
4043		Snickers Almond	1.76 oz	\$2.31		\$2.31
4110		Corner Store Lemon Drops	4.25 oz	\$2.53		\$2.53
4145		Corner Store Starlight Mints	3.75 oz	\$2.53		\$2.53
4150		Corner Store Sour Fruit Balls	4.25 oz	\$2.53		\$2.53
4152		Corner Store All-Stars 3.75 oz	3.75 oz	\$2.53		\$2.53
4155		Corner Store SF All Stars	1.75 oz	\$1.88		\$1.88
Hot Snacks						
6007		Maruchan Ramen Cajun Chicken	3 oz	\$1.52		\$1.52
6016		Maruchan Ramen Lime Chili Shrimp	3 oz	\$1.52		\$1.52
6018		Maruchan Ramen TX Beef	3 oz	\$1.52		\$1.52
6026		Maruchan Ramen Chili	3 oz	\$1.52		\$1.52
6046		Maruchan Ramen Chicken	3 oz	\$1.52		\$1.52
6047	K	Sevilla Refried Beans Spicy	3 oz	\$4.48		\$4.48
6048		Maruchan Ramen Beef	3 oz	\$1.52		\$1.52
6050	K	Keefe Kitchens Rice Inst White	8 oz	\$4.55		\$4.55

6051	K	Keefe Kitchens Rice Inst Brown	6.5 oz	\$4.55		\$4.55
6052		Maruchan Ramen Hot & Spicy Vegetable	3 oz	\$1.52		\$1.52
6053		Maruchan Ramen Cajun Shrimp	3 oz	\$1.52		\$1.52
6172		Brushy Creek Chili No Beans	11.25 oz	\$4.61		\$4.61
6173		Brushy Creek Chili w/Beans	11.25 oz	\$4.91		\$4.91
6174		Brushy Creek Chili Hot w/Beans	11.25 oz	\$4.05		\$4.05
6176		Brushy Creek Beef Beef Stew	11.25 oz	\$4.05		\$4.05
6673		Thai Palace Noodles Chili	3.7 oz	\$2.60		\$2.60
6700	K	Sevilla Refried Beans Regular 8 oz	8 oz	\$4.84		\$4.84

Clothing

1504		Andrew Scott Shirt Crewneck Small White	1 ea	\$5.56	\$0.43	\$5.99
1505		Andrew Scott Shirt Crewneck Medium White	1 ea	\$5.56	\$0.43	\$5.99
1506		Andrew Scott Shirt Crewneck Large White	1 ea	\$5.70	\$0.44	\$6.15
1507		Andrew Scott Shirt Crewneck XL White	1 ea	\$6.14	\$0.48	\$6.62
1508		Andrew Scott Shirt Crewneck 2XL White	1 ea	\$6.14	\$0.48	\$6.62
1509		Andrew Scott Shirt Crewneck 3XL White	1 ea	\$6.64	\$0.51	\$7.15
1514		Andrew Scott Brief Small 28-30 White	1 ea	\$5.34	\$0.41	\$5.75
1517		Andrew Scott Brief XL 40-42 White	1 ea	\$5.34	\$0.41	\$5.75
1519		Andrew Scott Brief 3 XL (48-50) White	1 ea	\$7.15	\$0.55	\$7.71
1529		Andrew Scott Boxer Small White	1 ea	\$7.29	\$0.56	\$7.85
1530		Andrew Scott Boxer MediumWhite	1 ea	\$7.29	\$0.56	\$7.85
1531		Andrew Scott Boxer Large White	1 ea	\$7.29	\$0.56	\$7.85
1532		Andrew Scott Boxer XL White	1 ea	\$7.29	\$0.56	\$7.85
1533		Andrew Scott Boxer 2 XL Ea White	1 ea	\$11.77	\$0.91	\$12.68
Item	Kosher	Description	UOM/Size	Unit Price		TOTAL /W TAX
1534		Andrew Scott Boxer 3XL Ea White	1 ea	\$11.77	\$0.91	\$12.68
1540		Soft Touch Socks Tube White	1 pair	\$3.25	\$0.25	\$3.50
1550		Indera Mills Shirt Thermal Small	1 ea	\$11.20	\$0.87	\$12.07
1551		Indera Mills Shirt Thermal Medium	1 ea	\$11.20	\$0.87	\$12.07
1552		Indera Mills Shirt Thermal Large	1 ea	\$11.20	\$0.87	\$12.07
1553		Indera Mills Shirt Thermal XL	1 ea	\$11.20	\$0.87	\$12.07
1554		Indera Mills Shirt Thermal 2XL	1 ea	\$11.99	\$0.93	\$12.91
1555		Indera Mills Shirt Thermal 3XL	1 ea	\$12.71	\$0.98	\$13.69
1560		Indera Mills Drawers Thermal Small	1 ea	\$12.71	\$0.98	\$13.69
1561		Indera Mills Drawers Thermal Medium	1 ea	\$12.71	\$0.98	\$13.69
1562		Indera Mills Drawers Thermal Large	1 ea	\$12.71	\$0.98	\$13.69
1563		Indera Mills Drawers Thermal XL	1 ea	\$12.71	\$0.98	\$13.69
1564		Indera Mills Drawers Thermal 2XL	1 ea	\$13.58	\$1.05	\$14.63
1582		Gildan Sweatshirt Crewneck Medium Fleece Ash	1 ea	\$18.49	\$1.43	\$19.92
1583		Gildan Sweatshirt Crewneck Large Fleece Ash	1 ea	\$18.49	\$1.43	\$19.92
1584		Gildan Sweatshirt Crewneck XL Fleece Ash	1 ea	\$28.15	\$2.18	\$30.34
1585		Gildan Sweatshirt Crewneck 2XL Fleece Ash	1 ea	\$28.15	\$2.18	\$30.34
1586		Gildan Sweatshirt Crewneck 3XL Ash	1 ea	\$28.15	\$2.18	\$30.34
7949		Sweatshirt Crewneck 5XL Fleece Gray	1 ea	\$35.59	\$2.76	\$38.35

Footwear

1451		Crawford Flip Flop Cross Strap Medium	1 pair	\$3.61	\$0.28	\$3.89
1452		Crawford Flip Flop Cross Strap Large	1 pair	\$3.61	\$0.28	\$3.89
3820		Crawford Flip Flop Cross Strap XL	1 pair	\$3.61	\$0.28	\$3.89
1751		Rawlings Tennis Shoe Marc II Velcro Sz 7 White	1 pair	\$42.78	\$3.32	\$46.10
1752		Rawlings Tennis Shoe Marc II Velcro Sz 7.5 White	1 pair	\$42.78	\$3.32	\$46.10
1753		Rawlings Tennis Shoe Marc II Velcro Sz 8 White	1 pair	\$42.78	\$3.32	\$46.10
1754		Rawlings Tennis Shoe Marc II Velcro Sz 8.5 White	1 pair	\$42.78	\$3.32	\$46.10
1757		Rawlings Tennis Shoe Marc II Velcro Sz 9.5 White	1 pair	\$42.78	\$3.32	\$46.10
1758		Rawlings Tennis Shoe Marc II Velcro Sz 10.5 White	1 pair	\$42.78	\$3.32	\$46.10
1759		Rawlings Tennis Shoe Marc II Velcro Sz 11 White	1 pair	\$42.78	\$3.32	\$46.10
1761		Rawlings Tennis Shoe Marc II Velcro Sz 13 White	1 pair	\$42.78	\$3.32	\$46.10
1853		Rawlings Tennis Shoe Marc II Velcro Sz 9 White	1 pair	\$42.78	\$3.32	\$46.10
1854		Rawlings Tennis Shoe Marc II Velcro Sz 10 White	1 pair	\$42.78	\$3.32	\$46.10

1855		Rawlings Tennis Shoe Marc II Velcro Sz 11.5 White	1 pair	\$42.78	\$3.32	\$46.10
1856		Rawlings Tennis Shoe Marc II Velcro Sz 12 White	1 pair	\$42.78	\$3.32	\$46.10
1857		Rawlings Tennis Shoe Marc II Velcro Sz 14 White	1 pair	\$42.78	\$3.32	\$46.10
Female						
0120		Lady Speed Stick Antiperspirant Deodorant Shower Fresh	1.4 oz	\$5.67	\$0.44	\$6.10
0773		Tampax Tampon Regular Flushable	1 ea	\$5.37	\$0.42	\$5.79
7165		Manhattan Hosiery Sports Bra 2XL Sz 40 White	1 ea	\$10.76	\$0.83	\$11.59
2978		Manhattan Hosiery Sports Bra 4XL Sz 44/46 White	1 ea	\$10.76	\$0.83	\$11.59
1619		Manhattan Hosiery Sports Bra 6XL Sz 50 White	1 ea	\$10.76	\$0.83	\$11.59
7166		Manhattan Hosiery Sports Bra 3XL Sz 42 White	1 ea	\$10.76	\$0.83	\$11.59
2979		Manhattan Hosiery Sports Bra 5XL Sz 48 White	1 ea	\$10.76	\$0.83	\$11.59

*suggested additional item

1502	Mascot Peanut Crunch Bar	1.65 oz.	\$2.11		\$2.11
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ATTACHMENT C

Table 1 – Severity Levels and Liquidated Damages			
Severity Level	Severity Level Description	Duration of Service Outage	Liquidated Damages
Priority Level One	<p>CRITICAL (Includes but is not limited to):</p> <p>System is down, interfaces are not operational, servers are non-functional, software is corrupted, 50% or more of the hardware and equipment are broken.</p> <p>Response time and completion of repairs and Deficiency resolution to County's satisfaction is made within 6 hours of initial notification of County or County's Agent by Contractor, or from County's or County Agent's initial service request to Contractor.</p>	≤ 6 hours	None
		Between 6 hours and 12 hours	\$50 per hour that component of Commissary Services is deficient.
		Between 12 hours and 24 hours	\$100 per hour that component of Commissary Services is deficient.
		> 24 hours	\$5,000 per calendar day that component of Commissary Services is deficient.
Priority Level Two	<p>SEVERE (Includes but is not limited to):</p> <p>System is intermittently down, > 25%% of the hardware and equipment are broken or non-operational, non-delivery of menu items ordered.</p> <p>Response time, completion of repairs, and Deficiency resolution to County's satisfaction is made within <u>24</u> hours of initial notification of County or County's Agent by Contractor, or from County's or County Agent's initial service request to Contractor.</p>	≤ 24 hours	None
		> 24 hours	\$1,000 per calendar day that component of Commissary Services is deficient
Priority Level Three	<p>MINOR (Includes but is not limited to):</p> <p>Inaccurate reports, accounting reconciliation gaps, inaccurate commissions calculation, menu item and pricing inconsistencies.</p> <p>Response time, completion of repairs, and Deficiency resolution to County's satisfaction is made within 10 business days of initial notification of County or County's Agent by Contractor, or from County's or County Agent's initial service request to Contractor.</p>	≤10 business days	None
		>10 business days	\$750.00 per business day that component of Commissary Services is deficient

ATTACHMENT C (continued)

Table 2 – Chronic Trouble Liquidated Damages		
Severity Level	Consecutive Months' Occurrence	-Liquidated Damages
Priority Level One	3	50% of Monthly Revenue Commissions
	6	One Month's Revenue Commissions
	>6	Option to open Contract for discussion, up to and including cancellation of Contract without penalty
Priority Level Two	3	25% of Monthly Commissions
	6	50% of Monthly Commissions
	12	One Month's Revenue Commissions
	>12	Option to open Contract for discussion, up to and including cancellation of Contract without penalty
Priority Level Three	3	25% of Monthly Commissions
	6	50% of Monthly Commissions
	≥12	One Month's Revenue Commissions



ATTACHMENT D Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two (2) entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

1. Name of Entity/Individual submitting a proposal: Keefe Commissary Network LLC
2. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: Not Applicable.
3. Name of agent:

Company Name	Agent(s)
<u>Not Applicable.</u>	

4. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the proposed contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract/agreement with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
<u>Not Applicable.</u>		

5. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
 Yes No
6. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer on or after January 1, 2023, by any of the individuals or entities listed in Question Nos. 1-4?

No If no, please skip Question No. 7 and sign and date this form.

Yes If yes, please continue to complete this form.

7. Name of Board of Supervisor Member or other County elected officer:

Not Applicable.

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of the Contract is being considered and for 12 months after a final decision by the County.