



LEXINGTON

**RFP-25-2022 Addendum 3
Trinity Services Group, Inc.
Supplier Response**

Event Information

Number: RFP-25-2022 Addendum 3
Title: Commissary Services for Community Corrections
Type: Request For Proposal
Issue Date: 3/31/2022
Deadline: 5/11/2022 02:00 PM (ET)

Contact Information

Contact: Todd Slatin
Address: Central Purchasing
Government Center Building
Room 338
200 East Main Street
Lexington, KY 40507
Phone: (859) 2583320
Fax: (859) 2583322
Email: tslatin@lexingtonky.gov

Trinity Services Group, Inc. Information

Address: 477 Commerce Blvd.
Oldsmar, FL 34677
Phone: (831) 854-4264

ONLY ONLINE BIDS WILL BE ACCEPTED! By submitting your response, you certify that you are authorized to represent and bind your company and that you agree to all bid terms and conditions as stated in the attached bid/RFP/RFQ/Quote/Auction documents.

Kenneth Wright

Signature

Submitted at 5/10/2022 2:02:01 PM

kwright@keefegroup.com

Email

Response Attachments

Keefe Commissary Network Response to RFP #25-2022.pdf

Keefe Commissary Network Response to RFP #25-2022

Submitted to:

Director, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Submitted by:

Keefe Commissary Network
13870 Corporate Woods Trail
Bridgeton, MO 63044
Barry Elliott/Account Manager
502-415-5370

RFP/Due Date:

RFP #25-2022 Commissary Services for
Community Corrections
May 11, 2022





April 20, 2022

Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

On behalf of all of us at Keefe Group, thank you for this opportunity to present our qualifications in response to **RFP #25-2022 Commissary Services for Community Corrections**, with the hopes of continuing to provide your Community Corrections with inmate banking and commissary services. We are proud of the long-standing relationship we have enjoyed with the Lexington-Fayette Urban County Government.

Keefe is a nationwide correctional commissary service management company that has over 40 years of experience serving correctional environments throughout the United States. As stated throughout our proposal, Keefe is committed to performing the job at hand in a professional manner that incorporates all the agreed upon requirements and solutions that the facility needs and that we are recommending. Our goal is to provide a solution that will perform in accordance with the Scope of Work and in compliance with all local, state, Federal Grant, and Federal laws and regulations, and provide a quality commissary service that maintains detainee satisfaction as well as staff and facility satisfaction.

We are proud to submit this document as testimony to the substance behind our reputation for significantly improving the financial performance of our clients' facilities—for stretching tight budgets and helping them meet today's tough demands for greater efficiency. This proposal is a sound plan to help you meet those demands.

We welcome any questions you may have and look forward to the opportunity to elaborate on our proposal and capabilities of providing services to the Lexington-Fayette Community Corrections. Please feel free to contact our representative, Joe Bauer (KCN Regional Manager) at 314-264-2967 with any questions. Joe is based out of the Keefe service center that would be responsible for overseeing the operation at Lexington-Fayette County. This service center is located at: 13870 Corporate Woods Trail, Bridgeton, MO 63044.

We are excited to continue working hard for your success!

Sincerely,

Kenneth Wright
VP Sales



QUALIFICATIONS OF PROPOSER

III. QUALIFICATIONS OF PROPOSER

- A) To be considered for award of this contract, the Proposer must meet the following minimum qualifications:
- B) The Proposer must be organized for the purpose of providing institutional commissary service, and must have five (5) years previous correctional commissary experience with proven effectiveness in administering large scale correctional commissary service programs.

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

Keefe Supply Company entered the corrections market in 1975 by supplying single-serve coffee packets to the Florida prison system. It's the nation's leading provider of food, personal care items, shoes, electronics, and clothing to prison and jail commissaries nationwide currently serving over 1,200 federal, state, county, and private facilities across the US. From the beginning, Keefe has pioneered the development of products designed to meet the correctional industry's unique safety and security requirements. Its innovations include flexible pouches, which replaced metal cans, clear housing for electronics and clear packaging of food and personal care items. Today, Keefe Supply Company offers more than 10,250 name-brand and private-label products to the federal, state and county markets.

Keefe Commissary Network (KCN) is the nation's leading provider of outsourced commissary management services and technologies to city, county, and state correctional facilities nationwide. KCN serves twelve statewide Departments of Correction and serves **over 1000 facilities** and **500,000** inmates weekly. Whether a shift to a paperless ordering system or completely outsourcing an entire operation, KCN works with each client to design a customized solution for running commissary efficiently and safely. KCN writes and supports our own software and provides our own, live 24/7 technical support. Cutting-edge products such as our Edge inmate self-service kiosk, hosted banking and commissary software and Access Corrections deposit service technologies are designed to streamline your facility's day-to-day processes. At the same time, these solutions generate revenue and ultimately create a safer, more secure environment. 100% customer satisfaction is our number one priority, assuring unmatched service and support.

Access Securepak, established in 1997, offers the most comprehensive custom inmate package program in the correctional industry. Family members and friends can send packages





to inmates while eliminating contraband and greatly reducing package processing time. Securepak can customize a program to fit any facility's needs, and it gives its customers several easy and convenient ways to place orders—online, by phone or with pre-printed order forms. Access Securepak has over 700 individual active programs spanning the entire country and is the inmate package provider to 21 statewide DOCs.

Access Corrections, established in 2007, is leading the way on many fronts by streamlining how correctional facilities manage and process the flow of information, financial transactions, and entertainment for inmates. Access Corrections offers a variety of services, ranging from deposit services and debit release cards to electronic messaging and MP4 players. Integrated Data Detective software can identify and connect individuals on the outside who have interacted with multiple inmates at a facility. Access Corrections has contracts with 16 statewide DOCs for its Music Program, 18 statewide DOCs for Deposit Services and 6 statewide DOCs for electronic messaging.

Inmate Calling Solutions (ICSolutions), founded in 2002 and acquired by Keefe Group in 2010, is a leading provider of innovative telecommunications products and technologies to the correctional market. The advanced call-processing platform includes unique capabilities, features and investigative tools that help facilities manage the flow of telephone communication between the inmates and their family and friends. A variety of payment plans and calling options, coupled with live customer service agents, translate to more call completions, greater customer satisfaction and increased revenues for the facilities. ICSolutions currently serves over 350,000 inmates in over 500 correctional facilities and is deployed at the Federal Bureau of Prisons, housing 115,000 inmates, and at 10 statewide DOCs.

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

C) The Proposer must have a proven ability for a contract start-up by July 1, 2022.

Keefe Response: As the incumbent provider, currently providing the services requested in this RFP, there would be no transition from the end of the current contract to the start of the new contract.





- 1) The Proposer must have qualified and trained staff with sufficient back-up personnel and the unit manager must have a minimum three (3) years of commissary experience in corrections.

Keefe Response: Keefe has read, understands, and will adhere. Keefe will continue to employ the long-tenured staff at Lexington-Fayette, led by our on-site manager/administrator Johnny Richie, who has managed the commissary at Lexington-Fayette **for more than 18 years**. Following, is a list of the current staff members, in addition to Johnny, and the length of time each has been involved in the commissary service at Lexington-Fayette County:

1. Mykell Cooper – 17 years 1 month
2. Robin Cochran – 11 years 7 months
3. Joseph Cooper – 9 years 9 months
4. Billy Brinegar – 5 years 7 months
5. Kristian Barba – 7 months

Keefe’s current level of staffing, as stated above, has proven throughout the current contract term to be adequate to manage the commissary operation, while also being able to cover for scheduled or unscheduled staff shortages. Additionally, Keefe has the following positions available to provide prompt backup staffing support, when/if the need were to arise at Lexington-Fayette County:

- **Operations Supervisor** (Jeremy Spillers) - Jeremy is not assigned to a specific facility/operation, as his sole responsibility is to be a “floater”, available to provide immediate backup support for any/all the region’s on-site operations
- **District Manager, Eastern Kentucky** (Will Holloway), based out of Bridgeton, Missouri
- **District Manager, Western Kentucky** (Marc Mann), based near Central City, Kentucky

Midwest Region Management Staff

Ken Wright

Title & Tenure

Vice President-Sales, Keefe Group – 21 years

Ken’s career with the Keefe Group began in 1999 as an Account Manager. In 2012 he was promoted to Regional Sales Manager. As Regional Sales Manager Ken was responsible for overseeing our warehouse operation in Denver as well as the sales





territory of MT, WY, CO, and NM.

In 2013 Ken was promoted to Vice President-Sales for the Midwest region. As Vice President of Sales, Ken is responsible for overseeing the sales functions of all Keefe business lines out of our Midwest Distribution Center, which covers 15 states.

Joe Bauer

Title & Tenure

KCN Regional Manager, Keefe Group – 11 Years

Upon graduation from the University of Missouri-Columbia with a Bachelor of Science degree, Joe started with KCN in 2011 as a member of the Helpdesk. In 2012 he was promoted to Project Technician where he began traveling to customer sites and worked to complete installs and upgrades for new and existing customers. Come October 2012, he received another promotion and took a position as KCN Account Manager for the Midwest region. Joe accepted a promotion to Keefe Account Manager in 2014, where he was responsible for promoting all Keefe business lines in the states of Missouri and Nebraska.

Today Joe remains in the Midwest Region as KCN Regional Manager. In this role, Joe works alongside the region’s Sales Staff to oversee and promote KCN services in the region’s 15 states. Joe’s responsibilities include overseeing all facets of commissary services, strengthening customer relationships, and ensuring total customer satisfaction.

Tracy Aiello

Title & Tenure

Director of On-Site Operations, Midwest Region, Keefe Group – 21 Years

Tracy currently oversees 27 on-site commissary operations, with 155 on-site employees throughout the Midwest region and 26 on-site commissary operations with 34 employees in the Denver region.

Responsibilities include, hiring and training on-site staff, ensuring compliance with policies and procedures and act as the liaison for the on-site staff, customers, and Keefe Commissary Network. Tracy possesses full working knowledge of the KCN Best Business Practices Guide, TKC (formerly Centric Group) policies and benefits, Oracle programs and inventory controls. She provides on-going support and assistance to all on-site managers and staff. Tracy has been with Keefe Group for 19 years and previously managed the receiving department in our Midwest warehouse. Tracy is a 1992 graduate of Western Illinois University.





Barry Elliott
Title & Tenure
Account Manager, Keefe Group – 2 Years

Barry will continue to be the Account Manager responsible for day-to-day account support at Lexington/Fayette after having worked closely with Tammy Bradley during the current contract to ensure that all requests are handled in a timely and efficient manner. Barry came to Keefe late in 2019 with thirty-six (36) years of professional customer service experience in health care sales, 12 of those years were in management.

- 2) The Proposer must have the central office capability to supervise and monitor the program ensuring satisfactory provision of services.

Keefe Response: Keefe has read, understands, and will adhere. Keefe believes the key to success in our industry is management strength at the local and account level. We also know that a strong support network is essential and that is where the corporate staff provides the foundation for success. Our field management and our clients are encouraged to call on corporate departments and personnel to solve problems and provide direction. Our team is actively involved with the day-to-day operations of our field organization to ensure quality service and financial performance.

- 3) The Proposer must submit a certified copy of a current financial report of the company.

Keefe Response: A financial report has been included with this response.

- 4) The Proposer shall submit a list of five (5) references, including the name of the institution, their address, and the contact person and phone number.

Keefe Response: See below for the requested references. Additional references are available upon request.

Louisville Metro Dept. of Corrections
Contact: Martin Baker, Deputy Director
400 S. 6th Street
Louisville, KY 40203
Phone: 502-574-2167
Email: Martin.baker@louisvilleky.gov

Bernalillo County Jail
Contact: Emily Madrid, Chief Financial Admin.
100 Deputy Dean Miera Dr. SW
Albuquerque, NM 87151
Phone: 505-839-8737
Email: emadrid@bernco.gov





Grayson County Jail

Contact: Jailer/Contact: Jason Woosley
320 Shaw Station Road
Leitchfield, KY 42754
Phone: 270-259-3636
Email: jasonw4102@windstream.net

Denver County Jail

Contact: Bryan Moore | DTU Captain
5440 Roslyn - Building #5
Denver, CO 80239
Phone: 720-591-6486
Email: bryan.moore@denvergov.org

El Paso County Jail

Contact: Cy Gillespie
2739 E Las Vegas St
Colorado Springs, CO 80906
Phone: 719-339-4408
Email: cygillespie@elpasoco.com





TECHNICAL PROPOSAL

B) Technical Proposal – This portion of the Proposal must address each item listed below:

1) Introduction

Keefe Response: Keefe Group is the largest privately owned, independent, comprehensive commissary service provider in the corrections industry and is committed to providing customized, cost-savings solutions for every size and type of operation. Keefe has been operating for more than 45 years, and we pride ourselves on building personal relationships to better meet your needs. Our approach is distinct—a local focus backed by national resources and expertise. As you review our proposal, you will discover many characteristics that clearly distinguish Keefe from others in the industry. It is our ability to listen to individual facility needs and to tailor a program to meet those needs. Each account is a partnership with unique programs developed specifically for their situation. Our company offers the highest quality products designed specifically for the corrections market - some packaged in our own plant, others through our extensive business relationships with manufacturers of consumer products - both enables Keefe to offer the most competitive pricing.

Qualifications

As you are probably aware, Keefe and Trinity merged in 2016. This merger provides counties, like Lexington-Fayette with two vendors that lead the market in commissary and food service needs. As your current provider of both these services, Keefe/Trinity has a distinct understanding of the job at hand and knows the intricacies of the County and our commissary team is committed to assisting the County in attaining your stated goals and objectives. With a network of proud and satisfied clients that champion our solution-based philosophy, we are confident that we can continue to provide the solutions that will create a smooth path for the Lexington-Fayette Urban County Government Community Corrections to attain its goals and objectives, as we have for many of our current clients.

We Understand - Here's Our Plan

Our operational team will continue to work hard for the Lexington-Fayette facility to ensure we address “What is Important to You.” As stated throughout our proposal, Keefe is committed to performing the job at hand in a professional manner that incorporates all the agreed upon requirements and solutions that the facility needs and that we are recommending. Our goal is to provide a solution that will perform in accordance with the Scope of Work and in compliance with the requirements of the American Jail Association, National Sheriff’s Association, American Correctional Association, Commission on Accreditation for Law Enforcement Accreditation, as well as all local, state, Federal Grant, and Federal laws and regulations. Throughout this





proposal, you will find intricate details of the various components of our operating plan—demonstrating that Keefe understands the scope of this project and that our philosophy encourages flexibility to meet the financial and operational needs of our clients.

Keefe will continue to operate the inmate commissary in accordance with all standards and requirements set forth in the RFP, at no charge to the county. Keefe will continue to provide staff to deliver commissary orders to the inmates in the housing units, as well as operate both hot and cold carts, on the regular agreed-upon schedule.

Undelivered orders will be credited to the inmate’s account and product returned to our inventory. Orders will be packed individually, with a two-part receipt for delivery confirmation, and sorted by housing unit. The receipt will contain housing location, name, ID #, item(s) and quantity ordered, and total order cost.

Keefe’s software offer includes continued use of our Canteen Manager inmate banking program, which has been continuously upgraded to meet the ever-changing needs of our many varied clients. As part of that program, we provide our Storekeeper™ software, which includes the information needed to ensure inventory levels are optimal and optimal product freshness. Storekeeper will also assist in menu planning and purchasing/receiving product procedures.

Keefe will provide all hardware, software, and other equipment necessary to continue to meet your commissary needs at no additional charge. This includes computer workstations, report printers, receipt printers, software and licensing for facility workstations, lobby kiosks, credit card deposits (via lobby kiosk, web, and phone), and Debit Release cards.

Right People in the Right Positions

Keefe will continue to employ the long-tenured staff at Lexington-Fayette, led by our on-site manager Johnny Richie, who has managed the commissary at Lexington-Fayette for more than 18 years. Our Midwest Region is led by Joe Bauer (11+ years with Keefe), and in addition, your Account Representative, Barry Elliott (2+ years with Keefe), will continue to be available to you whenever needed.

Conclusions

Keefe Group’s synergistic approach affords the best overall operation, value, and price for Lexington-Fayette. We will continue to provide additional revenue generating services such as our very successful MyCarePack (Securepak) package program and Holiday Gift Packs. Another revenue generating service Keefe has to offer the county (via negotiation) is its Direct-Debit, in-pod vending service. This service, first introduced to the correction’s market by Keefe in 2011, has a proven track record **of increasing revenue by upwards of 40%**, when implemented facility wide.





Highlights/Benefits of Keefe's Direct-Debit Vending Service

Touchscreen Keypad:



Each inmate will authenticate his/her unique ID and key in his/her unique PIN number. ID card barcode scanning is also an option.



Options on the touchscreen include Purchase, Account History, PIN management and Lock Account functions. It can also display inmate balance and spending limit.

- **No card required**, as funds in the inmate's trust account are used to cover the cost of the vending purchases. If the product does not vend (based on sensors inside the vending machine) a credit in the amount of the initial charge gets posted to the inmate's account
- All charges and credits are posted in real-time
- Inmate Identification Options: Manual entry, via barcode or via RFID
- Transactions are PIN protected - Inmates can change their PIN via the touchscreen
- The service displays the inmate's account balance AND spending balance PRIOR to and AFTER a transaction. Note: Displaying the account balance can be disabled
- Can impose a spending limit on vending sales over a specified timeframe
- Ability to restrict use of the service, per inmate
- Ability to restrict, per inmate, what items can be purchased from the vending machines
- Ability to restrict an inmate's use to the machine(s) designated to his/her housing unit
- Inmates can view previous purchase history
- System displays the calorie count of the item selected PRIOR to the purchase being made, and allows the transaction to be cancelled
- An inmate can lock his/her account from vending purchases being applied
- The system is capable of remotely disabling vending on all machines
- The system has the capability to generate reports, both summary and detail, on vending sales, per a user-specified date/time range. Detailed reports include the inmate's name, inmate ID, amount of purchase and the date and time of each transaction. Reports can be run on each individual machine





We look forward to expanding on our valued relationship, which has been a win for both our organizations. We are committed to supporting the Lexington-Fayette Urban County Government from our highest levels of our senior management team.

2) Company Profile

Keefe Response: Please see the following company overview.

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

Keefe Supply Company entered the corrections market in 1975 by supplying single-serve coffee packets to the Florida prison system. It's the nation's leading provider of food, personal care items, shoes, electronics, and clothing to prison and jail commissaries nationwide currently serving over 1,200 federal, state, county, and private facilities across the US. From the beginning, Keefe has pioneered the development of products designed to meet the correctional industry's unique safety and security requirements. Its innovations include flexible pouches, which replaced metal cans, clear housing for electronics and clear packaging of food and personal care items. Today, Keefe Supply Company offers more than 10,250 name-brand and private-label products to the federal, state and county markets.

Keefe Commissary Network (KCN) is the nation's leading provider of outsourced commissary management services and technologies to city, county, and state correctional facilities nationwide. KCN serves twelve statewide Departments of Correction and serves **over 1000 facilities** and **500,000** inmates weekly. Whether a shift to a paperless ordering system or completely outsourcing an entire operation, KCN works with each client to design a customized solution for running commissary efficiently and safely. KCN writes and supports our own software and provides our own, live 24/7 technical support. Cutting-edge products such as our Edge inmate self-service kiosk, hosted banking and commissary software and Access Corrections deposit service technologies are designed to streamline your facility's day-to-day processes. At the same time, these solutions generate revenue and ultimately create a safer, more secure environment. 100% customer satisfaction is our number one priority, assuring unmatched service and support.

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- 3) Date organized to provide commissary service management in institutional or correctional facilities.

Keefe Response: Keefe Commissary Network, LLC was organized in the state of Missouri in 1999.

- 4) Corporate background and depth of support

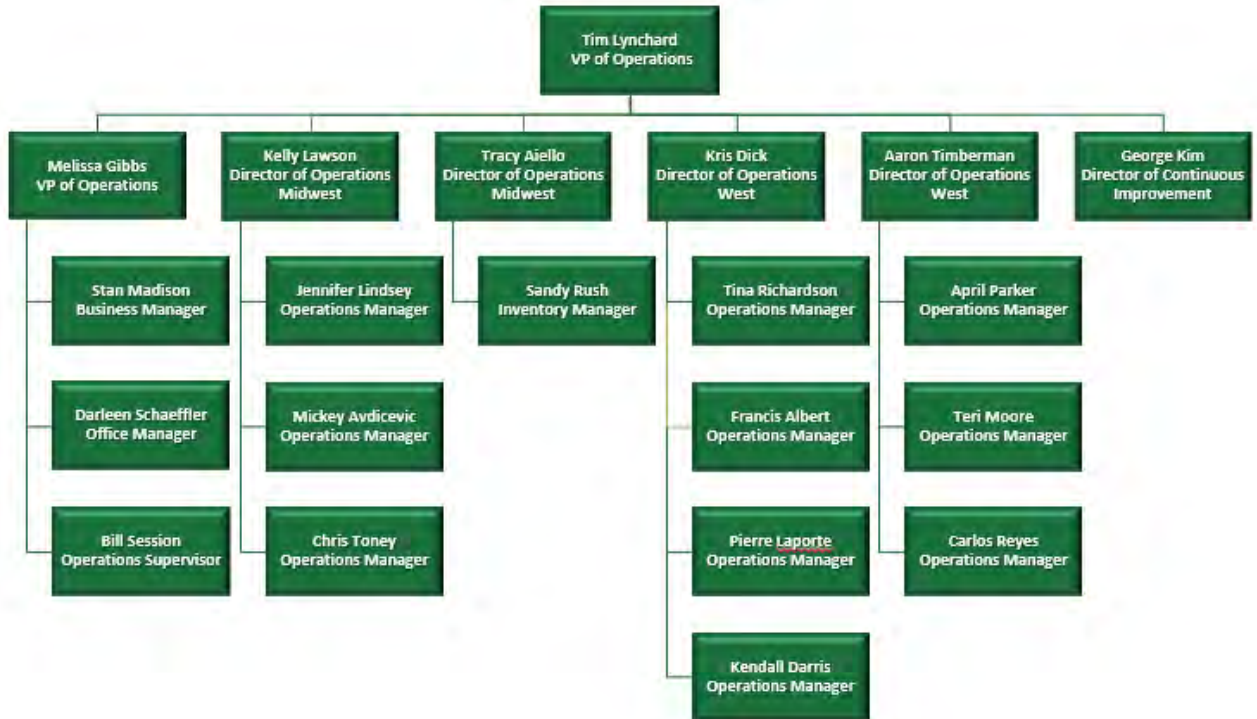
Keefe Response: Keefe believes the key to success in our industry is management strength at the local and account level. Our corporate staff provides a foundation that contributes to success—for your facility and ours. Our field personnel are encouraged to use our corporate





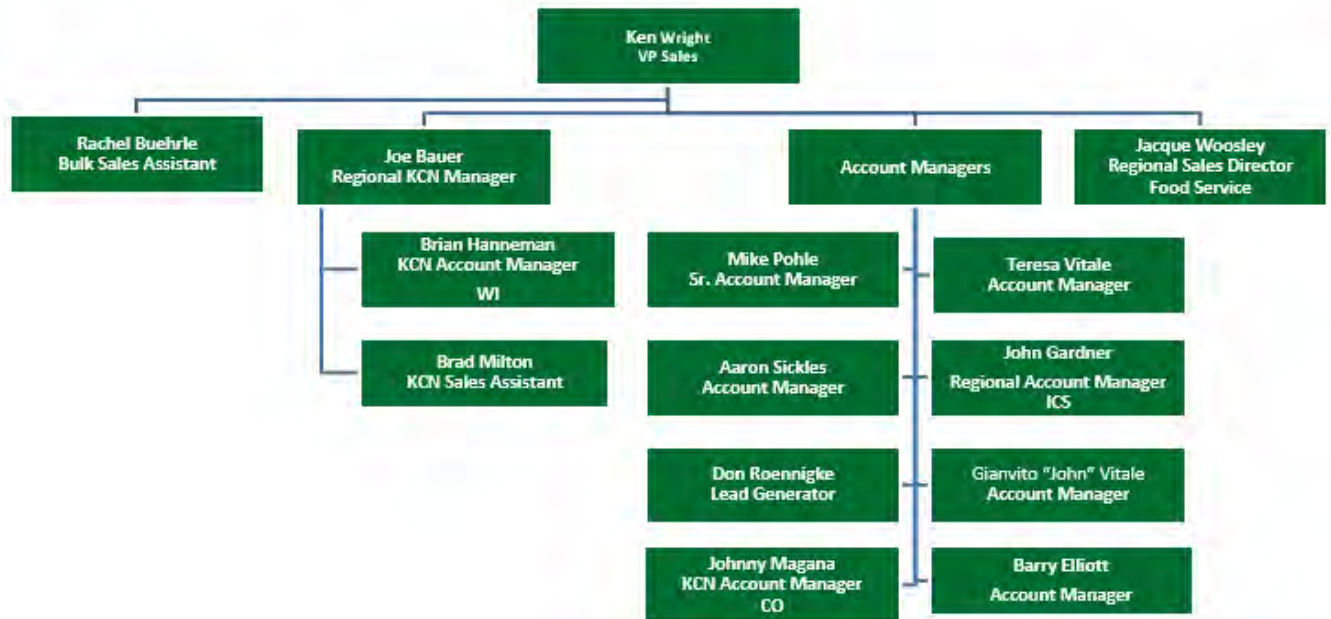
departments and personnel to solve problems and provide direction for day-to-day operations to ensure top-quality service and financial performance. We have provided a snapshot of our corporate organization relative to the Lexington-Fayette operation.

COMMISSARY OPERATIONS - WEST





MIDWEST REGION



5) Number of employees

Keefe Response: Keefe Commissary Network currently employs 2,023 people nationwide.

6) Number of years doing business

Keefe Response: Keefe Supply Company has been serving the corrections market exclusively for 46 years, while Keefe Commissary Network has been providing outsourced commissary management services for over 30 years.

7) Describe current contracts or business with other correctional facilities.

Keefe Response: **Keefe Commissary Network (KCN)** is the nation’s leading provider of outsourced commissary management services and technologies to city, county, and state correctional facilities. KCN currently serves **over 1000 facilities** and **500,000 inmates** weekly, **including twelve statewide Departments of Correction**. KCN works with each client to design a





customized solution for running commissary efficiently and safely. Keefe writes and supports our own software and provides our own, live 24/7 technical support. Cutting-edge products such as our Edge inmate self-service kiosk, hosted banking and commissary software and Access Corrections deposit service technologies are designed to streamline your facility’s day-to-day processes.

As the table below reflects, Keefe has more experience than all other commissary providers **combined** when it comes to serving large facilities.

	# of Facilities (Inmate Ct 1,000+)	# of Inmates	Market Share (per inmate count)
Keefe	160	285,805	69.80%
All Other Companies	66	123,950	30.20%

The following table shows the breakdown of Keefe’s current customer base, per facility size.

Facility Size	# of Facilities	# of Inmates
1-229	535	53,392
250-499	173	60,951
500-999	159	113,775

8) Corporate office organizational structure.

Keefe Response: Organizational charts showing Keefe’s organizational structure have been provided on the following pages.



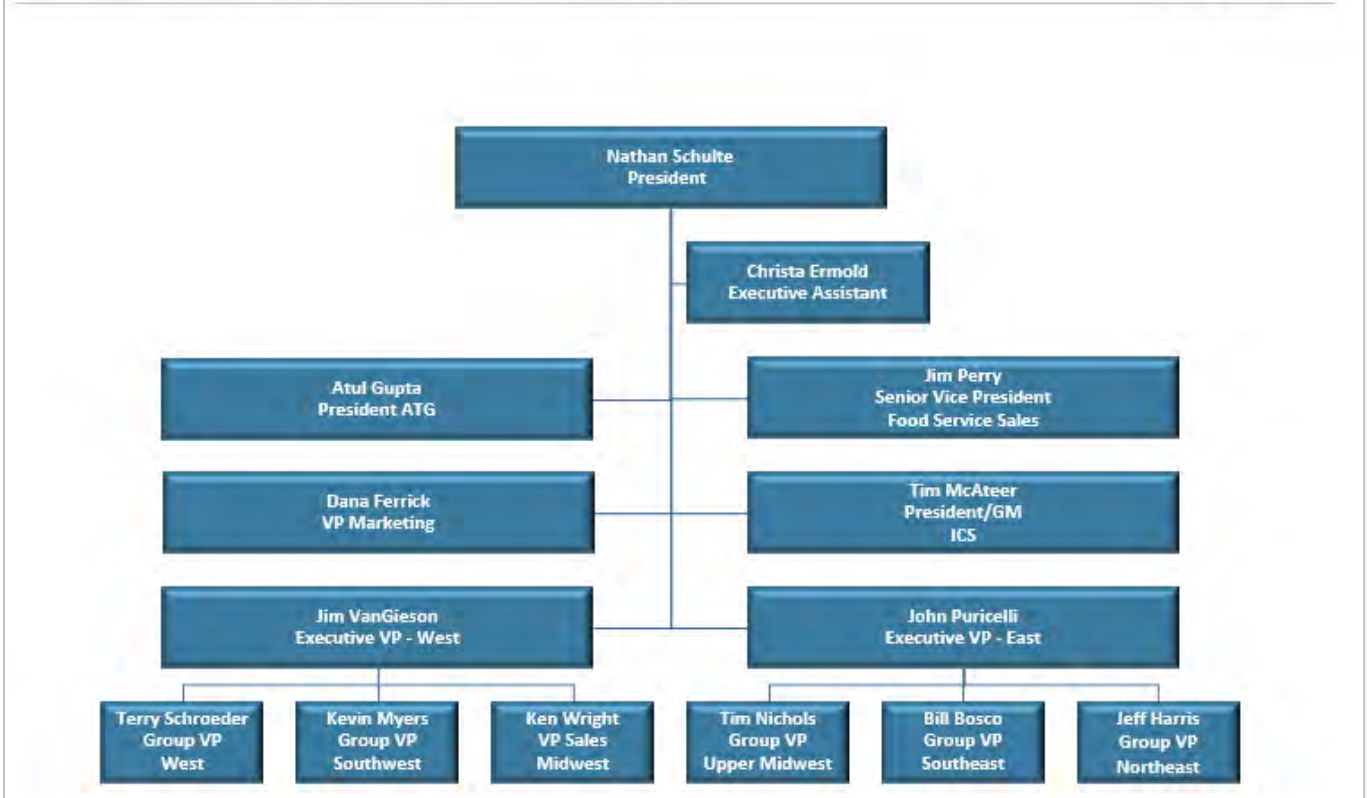


FINANCE



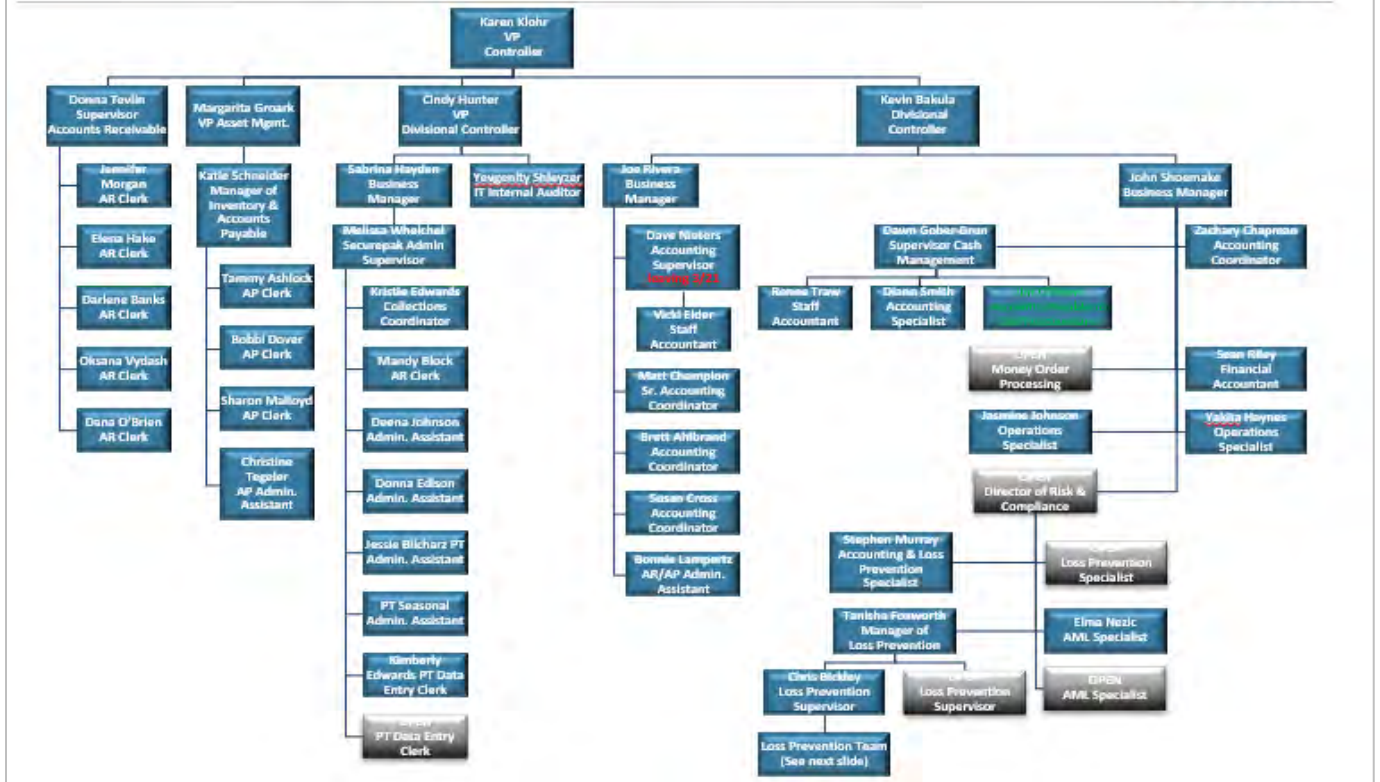


SALES & MARKETING



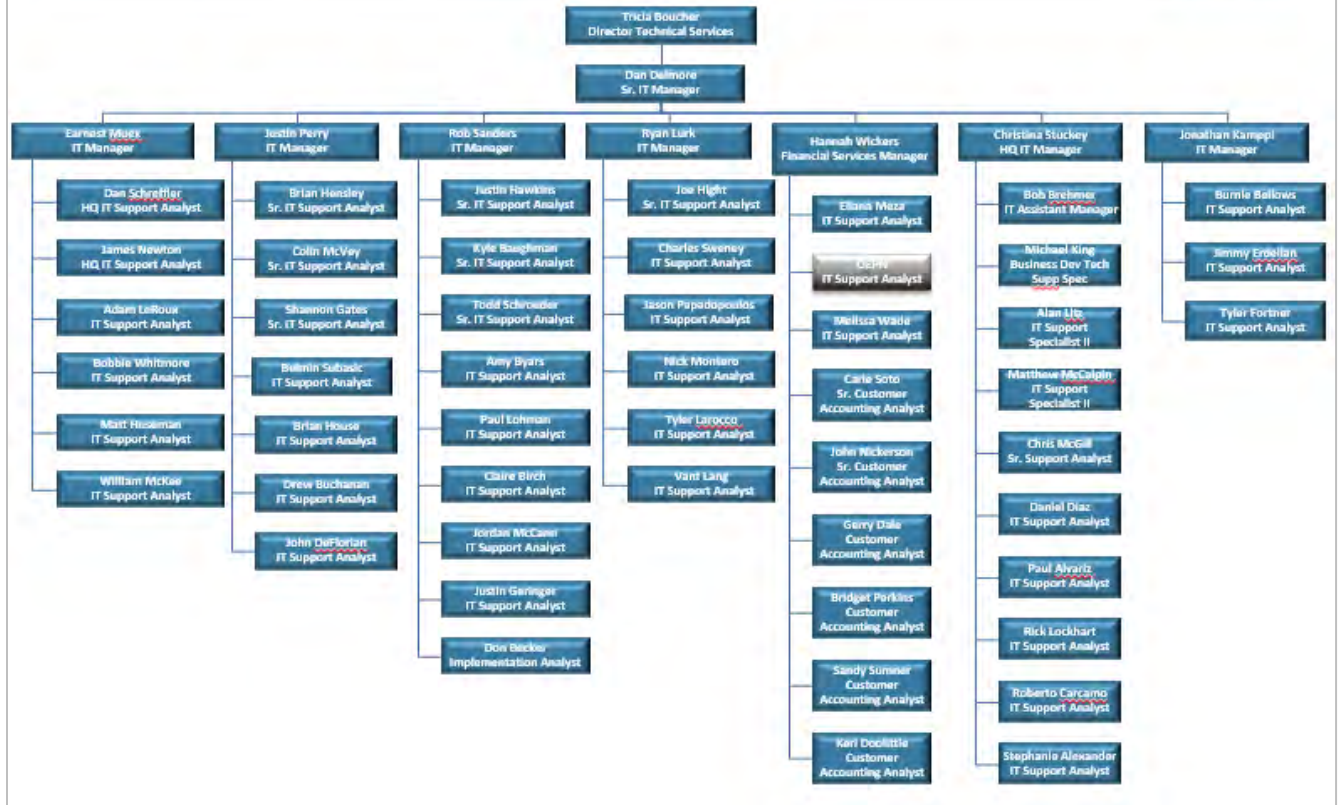


COMMISSARY ACCOUNTING





IT DEPARTMENT



9) References, with addresses, e-mail and phone contacts.

Keefe Response: Please see the references Keefe has provided below. Additional references are available upon request.

Louisville Metro Dept. of Corrections
 Contact: Martin Baker, Deputy Director
 400 S. 6th Street
 Louisville, KY 40203
 Phone: 502-574-2167
 Email: Martin.baker@louisvilleky.gov

Bernalillo County Jail
 Contact: Emily Madrid, Chief Financial Admin.
 100 Deputy Dean Miera Dr. SW
 Albuquerque, NM 87151
 Phone: 505-839-8737
 Email: emadrid@bernco.gov





Grayson County Jail

Contact: Jailer/Contact: Jason Woosley
320 Shaw Station Road
Leitchfield, KY 42754
Phone: 270-259-3636
Email: jasonw4102@windstream.net

Denver County Jail

Contact: Bryan Moore | DTU Captain
5440 Roslyn - Building #5
Denver, CO 80239
Phone: 720-591-6486
Email: bryan.moore@denvergov.org

El Paso County Jail

Contact: Cy Gillespie
2739 E Las Vegas St
Colorado Springs, CO 80906
Phone: 719-339-4408
Email: cygillespie@elpasoco.com





INSURANCE

C) Insurance – The Proposer shall not commence any work in connection with this Contract until all the following types of insurance and such insurance have been obtained and approved by the Division, nor shall the Proposer allow any Sub-Proposer to commence work on his sub-Contract until all similar insurance required of the Sub-Proposer has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the Commonwealth of Kentucky.

Keefe Response: Keefe has read, understands, and will adhere to this requirement.

D) Worker's Compensation Insurance

- (a) The Proposer shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all employees connected with the work of this Proposal and, in case any work is sublet, the Proposer shall require the Sub-Proposer similarly to provide Worker's Compensation Insurance for all the Latter's employees unless such employees are covered by the protection afforded by the Proposer.
- (b) Such insurance shall comply fully with the Kentucky's Worker's Compensation Law.
- (c) In case any hazardous work under this Contract at the site of the Proposal is not protected under the Worker's Compensation statute, the Proposer shall provide, and cause each Sub-Proposer to provide adequate insurance, satisfactory to the Division, for the protection of employees not otherwise protected.
- (d) Worker's Compensation shall be provided as required by the Kentucky Revised Statues, and Employer's Liability \$300,000 one accident and aggregate disease.
- (e) The Proposer shall waive all rights of subrogation against the Division for losses arising from work performed by the Proposer for the Division.
- (f) Coverage shall not be suspended or reduced in limits during the Contract period.

Keefe Response: Keefe has read, understands, and will adhere to these requirements.

E) Proposer's Public Liability and Property Damage Insurance

- (a) The Proposer shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect from claims for damage for





personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by the Proposer or by anyone directly or indirectly employed by the Proposer.

- (b) The amounts of such insurance shall be the minimum limits as follows:
 - (1) Comprehensive General – \$1,000,000 bodily injury and property Liability damage combined single limit.
 - (2) Automobile – \$1,000,000 bodily injury and property damage combined single limit.

Keefe Response: Keefe has read, understands, and can adhere to this requirement, except for the statement pertaining to “anyone indirectly employed by the Proposer”.

F) Other Insurance

- (a) Professional Liability – covering commissary service related incidents during the Contract period and providing the following coverage and endorsement:

- (1) Limits of not less than 1,000,000 per occurrence, \$5,000,000 aggregate for Proposer’s professional staff and employees acting under the control or supervision of the Proposer for any act or omission in the furnishing of food services.

Keefe Response: Keefe has read, understands, and will adhere to this requirement.

- G) The provider must show proof of agreement to maintain jail insurance coverage for a period of 7 years after the last day of service.

Keefe Response: Keefe has read, understands, and will adhere to this requirement.

H) Extended Business Liability Endorsement

Keefe Response: Keefe has read, understands, and will adhere to this requirement.

I) Broad Form Contractual Liability

Keefe Response: Keefe has read, understands, and will adhere to this requirement.

J) Personal Injury Liability

Keefe Response: Keefe has read, understands, and will adhere to this requirement.





K) Policies and Procedures – The Proposal shall indicate the method the Proposer will follow in establishing and revising commissary service policies and procedures.

Keefe Response: Keefe has read, understands, and will adhere to this requirement.





CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/23/2021

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

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

PRODUCER Aon Risk Services Central, Inc. St. Louis MO Office 4220 Duncan Avenue Suite 401 St Louis MO 63110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Keefe Commissary Network, LLC 10880 Linpage Place St Louis MO 63132 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: LM Insurance Corporation		33600
	INSURER B: Liberty Mutual Fire Ins Co		23035
	INSURER C: Liberty Insurance Corporation		42404
	INSURER D:		
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570090802630 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EB2651291759061 SIR applies per policy terms & conditions	12/01/2021	12/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-651-291759-071	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			TH7651291759091	12/01/2021	12/01/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 Products/Completed O \$10,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC5651291759041 SIR applies per policy terms & conditions	12/01/2021	12/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

570090802630

Certificate No :

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

The county, its officers, agents, and employees are included as Additional Insured in accordance with the policy provisions of the Commercial General and Automobile Liability policies.

CERTIFICATE HOLDER**CANCELLATION**

Keefe Commissary Network, LLC 10880 Linpage Place St. Louis MO 63132 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>



April 5, 2022

Lexington-Fayette Urban County Government
Division of Risk Management
200 East Main Street
Lexington, KY 40507

RE: Keefe Commissary Network, LLC
Deductibles and Self-Insured Retentions

Dear Sir or Madam:

Regarding Keefe Commissary Network, LLC's insurance deductibles and self-insured retentions please see below.

The General Liability Insurance Policy has a \$250,000 self-insured retention, with an annual aggregate (maximum) self-insured retention of \$700,000.

The Auto Liability Insurance Policy has no deductible or self-insured retention and the Auto Physical Damage coverage section has a \$5,000 deductible.

The Workers' Compensation Insurance Policy has a \$200,000 deductible.

The Professional Liability Insurance Policy has a \$1M self-insured retention.

If you have any questions regarding our insurance programs, please feel free to contact me.

Sincerely,



Christy Wetzel
Director of Risk Management
TKC Holdings, Inc.
cwetzel@tkcholdings.com



SCOPE OF WORK

A) All current functionality of the commissary system will be retained and expanded where appropriate; such as:

- Order preparation and delivery methods
- Hot/Cold cart
- Kiosk for Inmate Deposits in Front Lobby (cash, credit, and debit)
- Kiosk for Booking Deposits in Intake (cash and coin)
- Kiosk for deposit in Intake area (credit and debit)
- Kiosk for Electronic Monitoring deposits – specialized program (cash, credit/debit)
- Bonding via kiosk and internet
- Phone time purchase/refunds
- Commissary Phone Ordering
- Debit Card Release
- Internet deposits, commissary purchases

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

Keefe will continue to provide all current functionality of the commissary system, as stated above, and will expand/revise where appropriate, as requested by Lexington-Fayette County.

Currently the following commissary operations include:

- Full-service team and operations center in St. Louis, MO
- Off-site order fulfillment and on-site delivery by Keefe’s in-house team as scheduled
- Local management with authority for fast decisions
- High-quality name brands your inmates trust
- Easy, technology-based commissary ordering
- Clean, secure order prep and delivery; Keefe’s screened, industry-envied operations team
- No-substitution, no-backorder policy

Throughout the following pages, Keefe will answer and provide more detail on the following functionalities as listed above:

Order Preparation and Delivery

Keefe will continue to provide an on-site commissary operation for the Lexington-Fayette jail. As an experienced nationwide provider of outsourced commissary management services, as well as bulk product distribution to correctional facilities, Keefe brings expertise, state-of-the-art technology, and quality products to your facility.

Keefe places service to the client and the inmate population at the top of our operation plan.





Lexington-Fayette expects and deserves a total commitment on the part of our staff to provide the best possible services, and we expect no less from our staff. Under our proposed plan, inmate commissary orders for both adult facilities will continue to be filled off-site, and completed orders will be distributed to the inmates by Keefe personnel. Orders placed via the package program, will be fulfilled at our warehouse located in Bridgeton, Missouri. These orders will be delivered to the facility via LTL carrier and distributed to the inmates by Keefe personnel.

Commissary Phone Ordering

The order process begins with our inmate phone ordering system. The inmates place their order using one of the phones inside the housing unit. We download the orders and pack them individually in a clear, plastic, perforated bag. We place them in cardboard boxes by housing location and prepare for delivery.

The facility will continue to use the Canteen Manager software which will not allow an inmate to order beyond their account balance and enforces the facility's set spending and quantity limits, as well as any medical and disciplinary restrictions. It also monitors indigent statuses and only allows inmates who meet the indigent criteria of your facility to order an indigent kit.

Backup Ordering System

In the event the phone system is down, Keefe's on-site staff would manually enter the commissary orders from paper order forms handed in by the inmates. This matches the current backup method. Our Keefe associate will pick up the order forms. Keefe will receive inmate balance files from the Canteen Manager and our proprietary Warehouse Management System (WMS). Our software does not allow any inmate to order beyond his/her account balance. Our WMS also monitors indigent status and allows or does not allow inmates who meet the indigent criteria to order.

After order processing, a sales file will be returned for posting to the inmates' accounts in the Canteen Manager. Our WMS will generate the order pick list, which also serves as the invoice for the inmate to sign upon receipt of his/her commissary order.

Our WMS retains all historical records of commissary sales. Numerous reports can be generated including: sales analysis reports, product history reports, sales reports, item analysis reports, inventory reports, and much more.

Order Processing

Our warehouse software will generate the order pick list, which also serves as the invoice to be signed by the inmate upon receipt of his/her commissary order.

Each order contains a two-copy receipt that includes:

- Inmate's name, jail number, facility and cell location
- Order date
- Item description and quantity





- Item price, sales tax and total cost (sales tax is calculated, collected and remitted by Keefe)
- Inmate’s account balance, both before and after sale
- Any items removed from the order, with the reason for removal (e.g. exceeds quantity allowed)

Commissary ordering

Keefe’s online commissary ordering program “MyCarepack” (as outlined on the following two pages) allows family and friends to place orders for delivery to their respective inmate. Keefe’s program is branded under two names – MyCarepack and Access Securepak. While the same functionality exists for both programs, the decision on which program to utilize is dependent on which commissary software is deployed at that the facility. For this specific application the commissary software deployed is designed to work with MyCarepack.

All ordering restrictions, inmate eligibility, order limits, dollar limits, etc. set by the facility will be enforced and only approved items and or quantities will be delivered to each inmate.

Before any item is offered for sale via the MyCarepack program they will be reviewed and approved by facility staff.

MyCarepack orders will be delivered by same staff and manner as the commissary orders.





Access Securepak is the most comprehensive custom-package program in the corrections industry. It allows family members and friends to send packages to inmates, while it also eliminates contraband and reduces the time and labor required to process packages.

FLEXIBILITY

The Access Securepak program is designed to make the process of creating a package program easy for prisons and jails. YOU determine the key parameters and we set up the program to your exact specifications, including:

- Which inmates are eligible to receive packages.
- What items you'll include in the selection menu.
- What the dollar, quantity or weight limits on orders will be.
- How often packages can be ordered and received (weekly, bi-weekly, monthly, quarterly)

TECHNOLOGY

We write, own and support proprietary software that gives each unique facility full control over how it manages its package program. Our technology:

- Processes orders and enforces product restrictions and quantity limits.
- Enforces spending, weight, order frequency and inmate status limits.
- Provides detailed reporting and customized reports, including inmate order history and ship dates.
- Is fully customizable if/when you need to make changes

We also create for each facility a customized, user-friendly website that lets users place online orders 24/7 (see details below).

SAFETY AND SECURITY

Securepak offers the most correctional-friendly commissary items in the industry and eliminates the need to search and x-ray packages from outside sources.

- Orders are packaged at Keefe's secured warehouse.
- Boxes are sealed with tamper-evident tape to ensure the security of the packages.
- All our employees undergo an extensive screening process and background check.



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CONVENIENCE

- Our customized, user-friendly website lets inmates' friends/family members place online orders 24/7.
 - Your website will be built for your facility or state, displaying your approved menu.
 - Your regulations and order limitations will be enforced.
 - Customers receive online order confirmation.
- We accept VISA, MasterCard and Discover.
- We provide free catalogs, order forms and marketing support.
- We'll create a delivery and shipping schedule that meets YOUR needs.

EXCEPTIONAL CUSTOMER SERVICE

KCN has built its business and reputation on delivering unparalleled customer service. We do that in part through our:

- State-of-the art call center, with live customer service reps who process orders and answer questions.
- Toll-free customer assistance, available in English and Spanish.
- On time, accurate order fulfillment.

INNOVATIVE PRODUCT LINE

We offer the largest selection of products in the industry, packaged with safety and security in mind.

Food & Snacks:

- Flexible pouches
- Clear, resealable packages
- Plastic jars
- Kosher & Halal certified products

Personal Hygiene Products:

- Hundreds of name-brand and private-label products in clear containers

Electronics:

- Clear plastic casings and security screws that eliminate contraband
- Headphone jacks
- Custom modifications available

Apparel:

- Shoes & boots, underwear & socks, t-shirts, sweats, shorts, jeans and more
- Colors that meet facility requirements
- Sizes available in Small to 6XL

When you add it all up—experience, flexibility, technology, safety and security, convenience, customer service, product selection —you see that Access Securepak is the clear choice for your custom package program.

**For more information, contact us
800-546-6283 or www.accesscatalog.com.**





Staffing

Keefe has six full time staff working on-site at the Lexington-Fayette facility. Our manager, Johnny Richie, has been with Keefe at Lexington-Fayette since 2003 (more than 18 years). We are proud that our most of our staff has been with your facility for several years, making sure that your commissary runs effectively and efficiently.

Following is a list of the current employees in addition to Johnny and the length of time each has been working in the commissary service at Lexington-Fayette County:

1. Mykell Cooper – 17 years 1 month
2. Robin Cochran – 11 years 7 months
3. Joseph Cooper – 9 years 9 months
4. Billy Brinegar – 5 years 7 months
5. Kristian Barba – 7 months

Delivery

Our staff will deliver commissary orders with deputy escort. Our staff will verify each inmate by ID number to make sure that each order is delivered to the correct inmate. Inmates are given the opportunity to inspect and verify that all the items they ordered, have been delivered. They must sign a record of receipt.

Hot/Cold cart

Keefe will continue to offer our Hot/Cold Cart and Meal of the Week to the inmates at Lexington-Fayette. Inmates can currently order from the cart once a week, from a menu of food items that are not available on the regular commissary menu. Inmates are allowed to order Meal of the Week if they have not had any write-ups in the past week. Currently inmates order each Monday, rotating between Jimmy Johns, China King and Little Caesars pizza.

Following is the current hot/cold cart and Meal of the Week schedule. Keefe is willing to discuss any changes the county may desire with regards to this schedule, and/or these additional services.

Hot Cart

Monday - Meal of the Week

Tuesday - E, JJ, KK, LL

Wednesday - GG, HH, II

Thursday - CC, DD, FF, D, H

Friday - AA, BB, EE, A, B, G, C

Cold Cart

Tuesday - DD, EE, FF, D, H

Wednesday - AA, BB, CC, A, B, C, G

Thursday - JJ, KK, LL, E

Friday - GG, HH, II

Note: All sheets are turned in by 3:00 p.m. the day before delivery. Monday Meal of the Week must be





turned in by 3:00 p.m. the Friday before.

Please see page 13 of this section for more information on Commissary Ordering and Backup methods.

Please see pages 23 - 24 of this section for more information on a Hot/Cold Cart.

Kiosk for Inmate Deposits in Front Lobby (cash, credit, and debit)

Access Corrections is well experienced in handling trust fund deposits and payments. Access Corrections currently processes millions of transactions per year for more than 700 county agencies and eighteen (18) state department of corrections.

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

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

Our solution offers deposits and payments to be made using credit or debit cards as well as cash. These deposits and payments can be made via mobile app, web, kiosk, phone, lockbox or walk-in retailer.

Kiosk for Booking Deposits in Intake (cash and coin)

Kiosk for deposit in Intake area (credit and debit)

Deposits from Inmate Possessions – Same footprint as Lobby Kiosk with additional bulk cash handling hardware.

Intake Kiosks accept Cash and optionally Credit/Debit deposits from inmate possessions at time of intake and can be directed toward trust or bail.

Kiosk for Electronic Monitoring deposits – specialized program (cash, credit/debit)

Keefe kiosk will allow outside parties and or inmates to post payments toward court ordered fees and fines. The payment workflow will function the same as a Trust deposit. The payment will post to Keefe's ATG Banking Platform which communicates with the Cloud-Based Deposit Clearinghouse through a Keefe-proprietary Deposit Subscriber interface. Keefe's clearinghouse service transfers payments received through ACH transmissions on a nightly basis. All payments accepted by Keefe are guaranteed to the inmate account and to Lexington-Fayette County. Keefe's kiosk workflow to





make a court-ordered fees and fines are shown below.

The offender would be located via name or Case ID Number, customizable:



After the offender is located, the respective the court-ordered fees and/or fines is selected and paid as same workflow for trust fund deposit. Kiosk display and language can be customized to the agency's choice.



Bonding via kiosk and internet

Keefe has experience in handling bond payments for many counties. Keefe will work with the County on file integration so those inmates who have bond available will be presented. For an example, please see screenshots and information below.

Once language is chosen, the user will need to select Lexington-Fayette KY Bond in order to have the kiosk switch over to the Bond population:

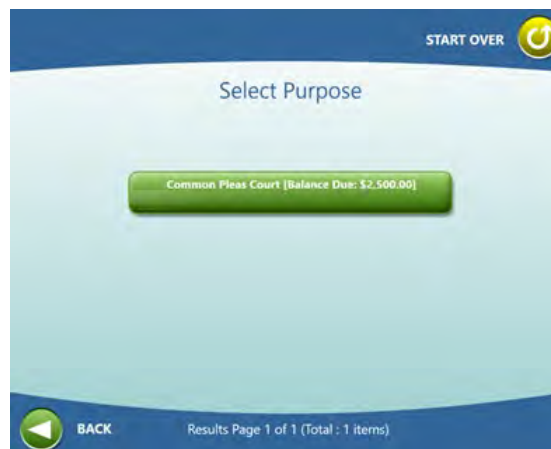




Once the Bond option is selected, the user will be prompted to look up the person for which they would like to pay bond. This can be done by name or by the booking ID. Booking ID search must be an exact match to the number. Name search can be full or partial matches. Just using a last name may result in multiple options.

The kiosk user will need to select the specific person for whom they would like to pay bond. The user will then be asked to confirm that it's the correct person before continuing.

Once the desired bond recipient is known, the system will search to pull back any open bond record for that individual and present the option(s) to the kiosk user.



If the inmate has more than one outstanding bond, those will all be available for selection. Only one may be paid at a time, however.

Once the user clicks on that purpose, we ask them to choose cash or credit. Credit will require the user to input their cardholder information, including the card number.





For cash, we do advise them that the kiosk does not provide change, and that we limit the number of \$1 bills it will accept. This gives the user a chance to obtain change if needed, before starting the transaction. As well for cash, the total will include any handling charges, so they know they full amount they will need to deposit.

We then begin to collect the sender/depositor’s information, as required by law. For convenience, a user can swipe an ID card, if the kiosk is equipped with one.

If their card is scanned, the information is populated into the next screen. If not, all the information should be keyed in by hand.

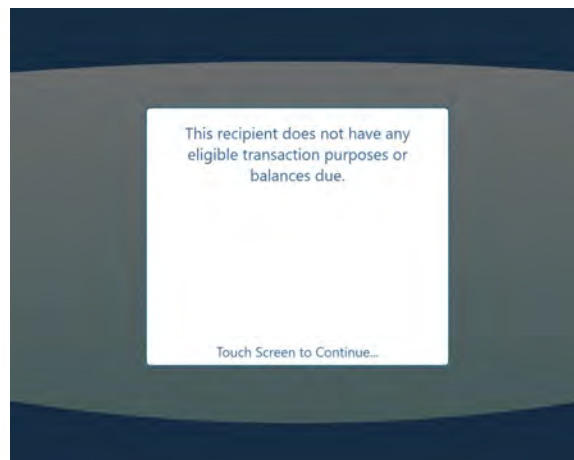
Keefe is required to conform to Know Your Customer guidelines, as part of being a money transmitter. We currently do two validations on sender information – first is requiring a valid USPS address. As such, some users may see a suggested address as per our validation provider.

If the data is approved, the kiosk continues on to show the terms and conditions and handling charges.

Once the user agrees to both, they then begin to input cash. The kiosk calculates the deposit and handling charges as each bill is entered and provides an ongoing summary.

Once the user is finishing inputting cash or has completed a credit card transaction, they are prompted to take the receipt from the kiosk. If desired, more than one receipt can be printed. In the case of partial payments, either due to lack of cash or of limits, the kiosk will present the updated amount due if someone comes back and selects the same inmate again.

And if bond has been satisfied, or if there is no current amount due for an individual, if it may have been paid by someone else, the kiosk will display:





Once a transaction is completed, an automated system, set for every 15 minutes, will send an email to the contacts of all the courts. The email will confirm a transaction was made for a specific inmate bond payment.

Once the email notification is received, authorized users can check the Agency Manager website to confirm and see more information regarding the payment including how much was paid, the name of the person who made the transaction, the payee's address, etc. Training will be done on usage of the Agency Manager website.

Bond payments can also be made via the web at www.accesscorrections.com.

The customer first needs to sign on to the Access Corrections website and add their recipient. If that recipient has a pending bond, the customer would click on the drop down menu under Deposit Purpose, pick Bond, and make the payment. Please see below for screen shot.

The screenshot shows the 'ACCESS CORRECTIONS' website interface. At the top, there is a navigation bar with links for Home, Send Money, SecureMail, Payment Kiosk Locations, About, and Help. The user is logged in as 'Hello, TODD' with a 'My Dashboard' link. The main content area is divided into sections: 'Recipient Information' (with fields for Name, ID, Date of Birth, and Agency: Adams County Detention Facility, CO) and 'DEPOSIT INFORMATION'. Under 'DEPOSIT INFORMATION', there is a 'Billing Information' section with a VISA/MasterCard logo and a note to verify billing information. Below that, there is a 'Deposit Purpose' dropdown menu with options: 'Trust Deposit - For Inmate Use' and 'Bond Deposit - For Bonding Only'. A 'Deposit Amount' field is also present, with a maximum value of \$5,000.00. At the bottom, there is a checkbox for 'Attention: By checking this box, you agree to the following Terms, Conditions and potential fees.'

Debit Card Release

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

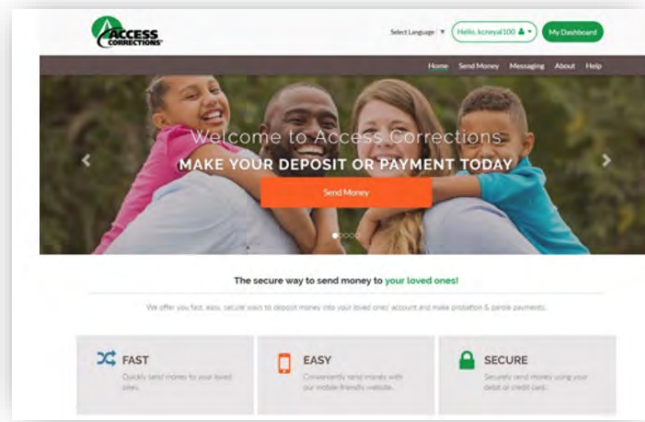




See pages 19 - 22 of this section for more information on Debit Card Release.

Internet deposits, commissary purchases

In order to allow inmates' family and friends to make deposits or payments online, Keefe operates a secure website 24/7/365 – www.accesscorrections.com.



See pages 13 - 18 of this section for more information on Deposits via www.accesscorrections.com.

B) The Proposer will be expected to provide at a minimum the following general services as part of the commissary service program:

- 1) Off-site commissary preparation and on-site delivery using Proposer staff.

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

Keefe will continue to provide an on-site commissary operation for the Lexington-Fayette jail. As an experienced nationwide provider of outsourced commissary management services, as well as bulk product distribution to correctional facilities, Keefe brings expertise, state-of-the-art technology, and quality products to your facility.

Keefe places service to the client and the inmate population at the top of our operation plan.





Lexington-Fayette expects and deserves a total commitment on the part of our staff to provide the best possible services, and we expect no less from our staff. Under our proposed plan, inmate commissary orders for both adult facilities will continue to be filled off-site, and completed orders will be distributed to the inmates by Keefe personnel. Orders placed via the package program, will be fulfilled at our warehouse located in Bridgeton, Missouri. These orders will be delivered to the facility via LTL carrier and distributed to the inmates by Keefe personnel.

2) Telephone ordering and a manual backup system.

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

The order process begins with our inmate phone ordering system. The inmates place their order using one of the phones inside the housing unit. We download the orders and pack them individually in a clear, plastic, perforated bag. We place them in cardboard boxes by housing location and prepare for delivery.

The facility will continue to use the Canteen Manager software which will not allow an inmate to order beyond their account balance and enforces the facility's set spending and quantity limits, as well as any medical and disciplinary restrictions. It also monitors indigent statuses and only allows inmates who meet the indigent criteria of your facility to order an indigent kit.

Backup Ordering System

In the event the phone system is down, Keefe's on-site staff would manually enter the commissary orders from paper order forms handed in by the inmates. This matches the current backup method. Keefe associates will pick up the order forms. Keefe will receive inmate balance files from the Canteen Manager and our proprietary Warehouse Management System (WMS). Our software does not allow any inmate to order beyond his/her account balance. Our WMS also monitors indigent status and allows or does not allow inmates who meet the indigent criteria to order.

3) Kiosks that offer inmate account depositing and bond payments

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

Access Corrections Deposits & Payments™ Overview

Access Corrections is well experienced in handling trust fund deposits and payments. Access Corrections currently processes millions of transactions per year for more than 700 county agencies and eighteen (18) state department of corrections.

Access Corrections' Deposit and Payment services provides family and friends quick, efficient, and easy to access options of sending funds to offenders as well as to make payments for





bond/bail and other obligations due. The agency has the flexibility to set different transaction limits and rules for each service offered. This ensures policy/procedures are followed and agency efficiencies are maximized.

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

Our solution offers deposits and payments to be made using credit or debit cards as well as cash. These deposits and payments can be made via mobile app, web, kiosk, phone, lockbox or walk-in retailer.




Deposits from Inmate Possessions – Same footprint as Lobby Kiosk with additional bulk cash handling hardware.





Intake Kiosks accept Cash and optionally Credit/Debit deposits from inmate possessions at time of intake and can be directed toward trust or bail.

<p>Enclosure</p> <ul style="list-style-type: none">• Rugged 14-gauge metal• Front door access so kiosk can be placed against the wall• Cash access separated from computer and display area via different doors & locks• Slide out components for easy access• Four adjustable leveling feet <p>PC\Processor</p> <ul style="list-style-type: none">• Dell 7060 Micro Computer, Intel® Core i5-8500T <p>Memory/Storage</p> <ul style="list-style-type: none">• 8 GB RAM• SATA SSD Drive 128 GB HD 2.5" <p>Network and Connectivity</p> <ul style="list-style-type: none">• 10/100/1000 Ethernet• Optional 802.11 Wi-Fi• Multiple USB ports and COM port <p>Software</p> <ul style="list-style-type: none">• Windows 10 <p>Display</p> <ul style="list-style-type: none">• 15" TFT active matrix LCD XGA (1024 x 768)• Vandal-proof capacitive touch screen <p>Security</p> <ul style="list-style-type: none">• High security, extra tough locking system• Cash box lock	<p>Power</p> <ul style="list-style-type: none">• Optional uninterruptible power supply• 8-outlet network surge protector• Heavy-duty 6 ft. cord <p>Hardware Accessories</p> <ul style="list-style-type: none">• Bulk coin – Up to 20 coins at a time• Bulk bill acceptor – Up to 1,000 bills• Video camera• Dual speakers• Thermal printers: 3", receipt printer• Cisco Meraki Z3-HW <p>Optional Hardware Accessories</p> <ul style="list-style-type: none">• Magnetic stripe credit card reader• Driver license reader
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Kiosk for Electronic Monitoring deposits – specialized program (cash, credit/debit)

Keefe kiosk will allow outside parties and or inmates to post payments toward court ordered fees and fines. The payment workflow will function the same as a Trust deposit. The payment will post to Keefe’s ATG Banking Platform which communicates with the Cloud-Based Deposit Clearinghouse through a Keefe-proprietary Deposit Subscriber interface. Keefe’s clearinghouse service transfers payments received through ACH transmissions on a nightly basis. All payments accepted by Keefe are guaranteed to the inmate account and to the County.





The offender would be located via name or Case ID Number, customizable:



After the offender is located, the respective the court-ordered fees and/or fines is selected and paid as same workflow for trust fund deposit. Kiosk display and language can be customized to the agency's choice.



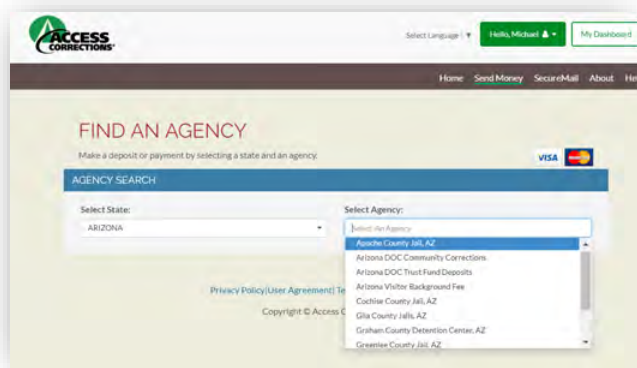
Internet deposits, commissary purchases

In order to allow inmates' family and friends to make deposits or payments online, Keefe operates a secure website 24/7/365 – www.accesscorrections.com.

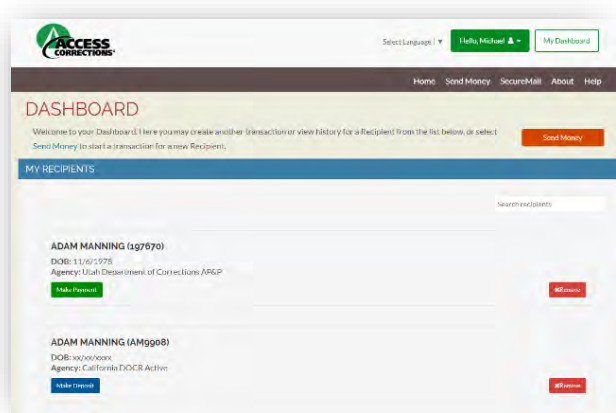




Adding a Recipient to my Dashboard

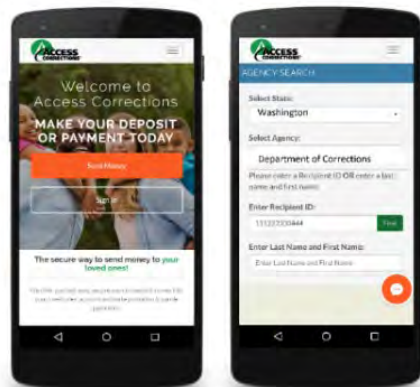


My Dashboard



Access Corrections' Mobile App

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





Phone

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

Keefe has in-house customer service representatives and also provides support through a U.S. based third party call center. All CSRs are specifically trained to handle customer's phone deposits, transaction history, complaints and financial discrepancies. Keefe provides support and allows for phone deposits 24 hours a day, 7 days a week. In addition to live CSR's, users can make deposits via Interactive Voice Response System (IVR) for a quick and easy deposit option. All call center employee candidates must successfully pass a thorough background check, a satisfactory credit check, and drug testing before they are considered for employment. We take full responsibility of our call center operations and employees, and go above and beyond to provide exceptional, professional, and the most secure services to our customers.

Keefe also offers a 24/7 toll free IVR system that allows friends and family the ability to make a deposit or payment without having to talk with a customer service representative.



DEPOSITS/PAYMENTS

PHONE

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

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



Bond payments can be made by Web, Phone or Lobby Kiosk.

4) Debit Card release for the offenders

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





Debit Card Release

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

Benefits of releasing inmates with a debit card include:

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



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

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

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

Release Pay Debit Card Benefits

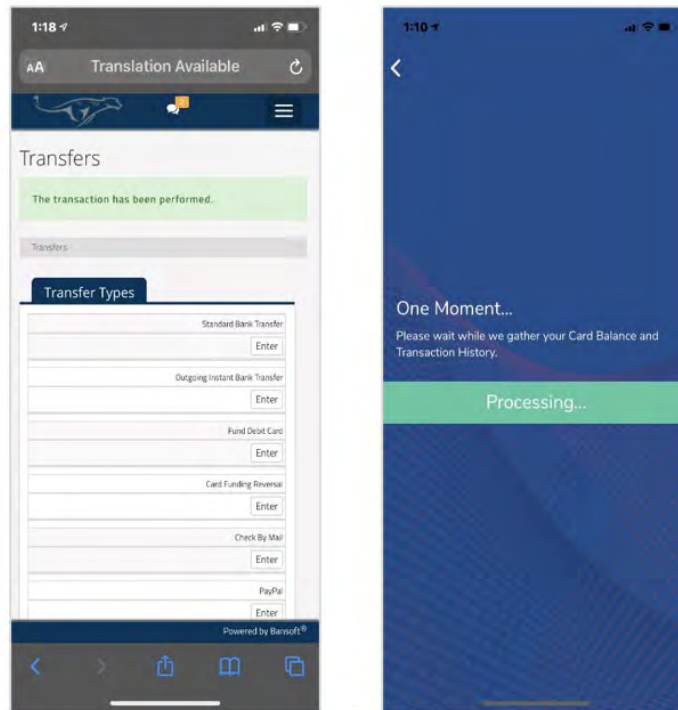
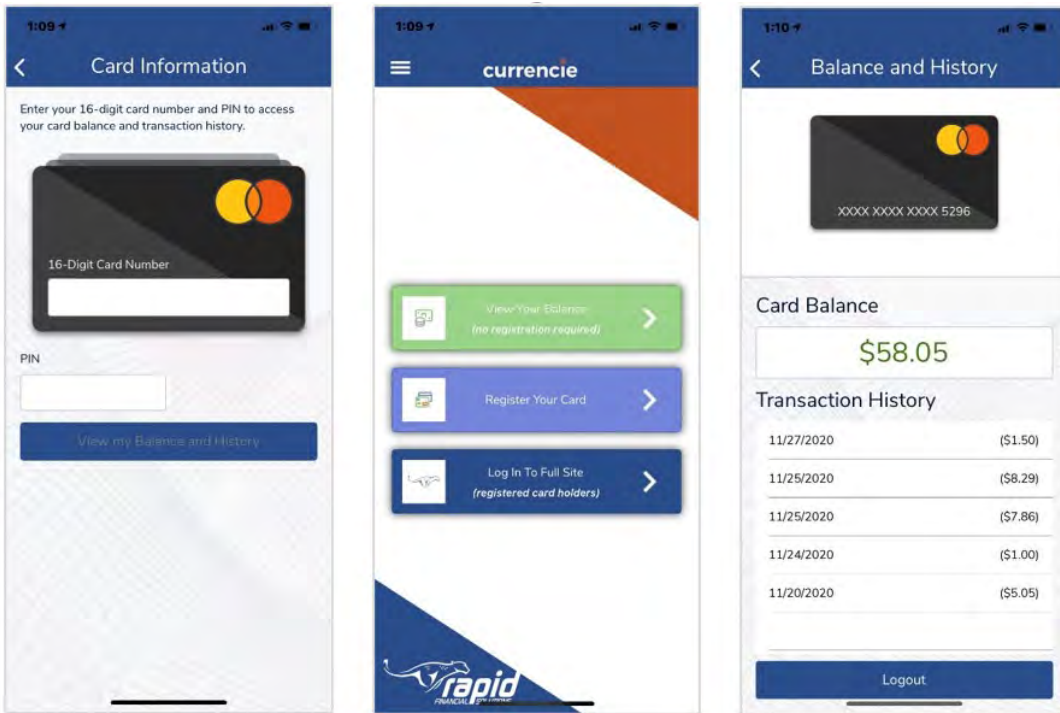
- Eliminate Checks/Cash
- Immediate Funds Availability
- Reduces Lost Checks/Fraud
- Eliminates Check Cashier Fees
- Simplifies Bank Account Reconciliation
- Security of PIN Protected Card
- Worldwide Access to ATM's
- Real Time Transactions Account Info Available Online
- Mobile App
- Robust API for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





Debit Card Mobile App

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



RELEASEPAY

HOW TO USE YOUR NEW RELEASEPAY DEBIT CARD

Start taking advantage of all the features the ReleasePay card has to offer.

- Use your card anywhere MasterCard is accepted for Point of Sale purchases. Swipe your card at checkout and enter your PIN or run as credit.
- Use your card to make purchases online. Just enter the card number, expiration date, and security code.
- Check your balance and get cash at ATM's. Insert card and follow prompts. *ATM's will charge usage fees.
- Go into participating banks to receive cash back off your card.
- At a Point of Sale purchase select cash back option to get funds off card FREE of charge.
- Transfer money to a bank or PayPal account, or request paper check from ReleasePay.
- Change PIN or hear account balance by calling 877-592-1118

Use your card anywhere you see these logos.

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

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

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

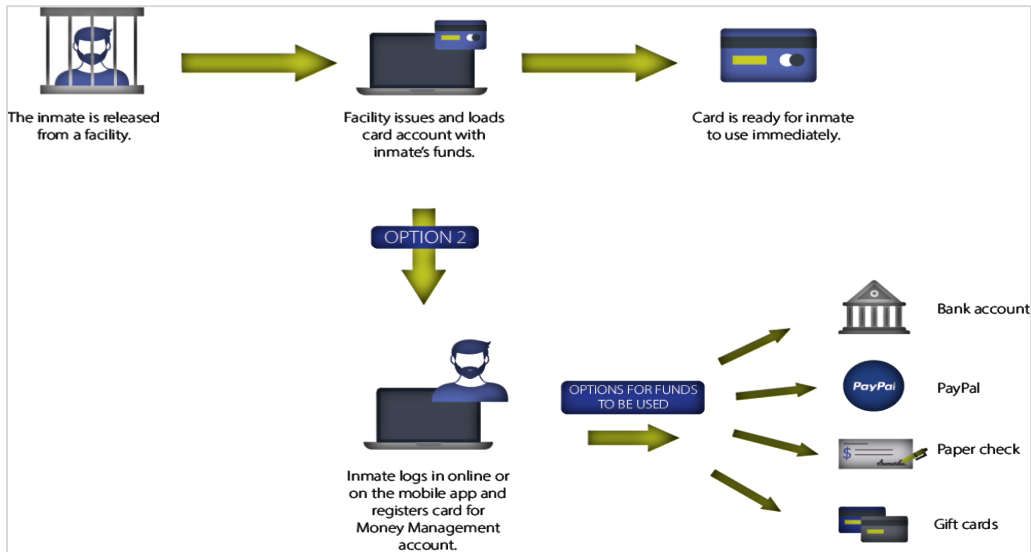
- No credit checks
- Mobile App for complete banking experience
- Reloadable from direct deposit from employer





- Reloadable at Money Gram/ Western Union or from thousands of retail locations
- MasterCard branded debit card that is accepted worldwide everywhere that accepts Mastercard.
- See www.mintcheetah.com for full program details.

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



5) Integrated with existing Division management information systems (JailTracker).

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

As the current commissary provider, Keefe will continue to integrate with the existing Division management information systems (JailTracker).

Canteen Manager is designed to interface with your existing jail management system to reduce double-entry accounting and to give greater accuracy.

Our experienced information technology team will continue to support the application through any additional installation and initial training, as well as, with ongoing support and training. We are constantly adding new features to Canteen Manager to meet the needs of correctional facilities.





Additional information on Canteen Manager is provided in Keefe's response to Section VIII – Minimum Requirements.

6) Scheduled upgrade paths for all software and hardware.

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

Keefe currently uses Checkpoint firewalls to establish secure, remote, VPN access into systems for support, as well as Logmein/Bomgar systems for interactive remote training and support. All mission critical server hardware is covered under four hour response manufacturer's warranty. All other hardware is covered by on-site or exchange warranties satisfactory to the client's needs. Keefe systems are N+1 redundancy in case of any hardware failure.

We have trained support personnel dedicated to supporting our systems and we provide detailed Standard Operating Procedures for our systems, including a backup system designed specifically for the environment.

Virus protection and intrusion software is installed and configured on every computer and server. Definition updates and system scans are configured to occur on a daily and/or as-needed basis. Regularly scheduled data backups are configured into all systems to protect critical data in case of equipment failure. Backups are to either removable media or external devices, depending on the environment. Procedures for control and protection of media are developed on a system-by-system basis predicated upon local or facility security policies.

7) Hot/cold cart functions.

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

Following is the current hot/cold cart and Meal of the Week schedule. Keefe is willing to discuss any changes the county may desire with regards to this schedule, and/or these additional services.

Hot Cart

- Monday - Meal of the Week
- Tuesday - E, JJ, KK, LL
- Wednesday - GG, HH, II
- Thursday - CC, DD, FF, D, H
- Friday - AA, BB, EE, A, B, G, C

Cold Cart

- Tuesday - DD, EE, FF, D, H
- Wednesday - AA, BB, CC, A, B, C, G
- Thursday - JJ, KK, LL, E





Friday - GG, HH, II

Note: All sheets are turned in by 3:00 p.m. the day before delivery. Monday Meal of the Week must be turned in by 3:00 p.m. the Friday before.





MINIMUM REQUIREMENTS

VIII. MINIMUM REQUIREMENTS

- A. The on-site Administrator shall be responsible for the training and supervision of offenders, when they are available to be provided to the Proposer, for the processing of orders.

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

Keefe will continue to employ the long-tenured staff at Lexington-Fayette, led by our on-site manager/administrator Johnny Richie, who has managed the commissary at Lexington-Fayette for more than 18 years, Our Midwest Region is led by Joe Bauer, and in addition, your Account Representative, Barry Elliott, will continue to be available to you whenever needed. Keefe will also continue to provide staff to process and deliver commissary orders to the inmates in the housing units on the regular agreed upon schedule.

Keefe has been and will continue to be available for initial and ongoing training and support of both existing and new staff. Should changes to the system require training, Keefe will coordinate scheduled training with facility designees to ensure training occurs for the appropriate staff. Keefe can provide designee with training materials for review prior to actual training. Training can be offered as one-on-one or in a group setting. Training will occur either remotely via screensharing technology or on-site. Training on our systems is provided at no cost to your facility. In addition, video training, for ongoing training, is available for the Inmate Kiosk system.

Keefe's on-site staff will provide the necessary training and supervision of offender workers.

- B. The Administrator assigned shall be subject to review, acceptance or rejection by the Division.

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

- C. A computer software program must be installed at the Detention facility, which will be capable of retaining all account balances of offender residents at the Division of Community Corrections.

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

Canteen Manager™ Banking

Keefe will continue to utilize its Canteen Manager software, which is currently installed at Lexington-Fayette. Canteen Manager is a premier banking and fiduciary system for today's





correctional market. Designed specifically for the corrections industry, by corrections and finance specialists, the Canteen Manager meets all the complex fiduciary requirements in an easy-to-use format and is installed in more than 35 locations. We have built a program that addresses almost every need in the corrections industry. Canteen Manager is designed to interface with your existing jail management system to reduce double-entry accounting and to give greater accuracy. The program is easy to install in any environment, including a Web-based version, and is scalable to any size facility.

Our experienced information technology team will continue to support the application for any additional installation that would be required and with ongoing support and training.

Should your facility want to look at additional Keefe technology offerings, Keefe is more than willing to work with you to showcase Keefe's new Cloud Commissary and Inmate Banking online technologies for future functionality.

- 1) Such software shall be ODBC compliant and meet all requirements to integrate with other offender information systems as required by the Division and shall be developed to meet specific requirements of the Division offender accounts program coordinator, including as an example maintaining a negative balance on an offender's account to allow recoveries, to properly maintain the offender accounts.

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

The Canteen Manager software is ODBC compliant and will continue to interface with the facility's offender information systems as required. Keefe will work with the facility to meet the specific requirements of the Division offender accounts program coordinator, to include negative balances and properly maintaining offender accounts.

As an example, the Canteen Manager software will not allow an inmate to order beyond their account balance and enforces the facility's set spending and quantity limits, as well as any medical and disciplinary restrictions. It also monitors indigent statuses and only allows inmates who meet the indigent criteria of your facility to order an indigent kit.

- 2) **All upgrades and revisions** of commissary software and operating system software will be installed automatically upon release.

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

Upgrades are done with the agreement of the IT staff at Lexington-Fayette. Any downtime is notified to the client and an agreed date is made between the client and TKC.





Because this is a legacy software, there are no patches done.

Any information regarding future upgrades and product enhancements to include historical frequency of upgrades by module can be provided to the facility upon request and prior to when the upgrade or enhancement is slated to occur.

B) All data regarding transactions generated by the Proposer without regard to the system employed (kiosk, Internet, telephone, etc.) or the system of a sub-contractor, will be considered the property of the Division.

1) All data will be stored for retrieval for a minimum of five (5) years.

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

Support personnel routinely review system logs and other data storage records to ensure integrity of data.

All historical data has been and will continue to be retained in Canteen Manager.

2) All data will be made available to the Division within thirty (30) days of notice of request for data.

(a) For each day past the thirty (30) notice date, the Proposer will be assessed a penalty of \$100.00 per day until the data is provided.

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

C) Two (2) printers, capable of printing checks for the offenders. Equipment sufficient enough for the Proposer's personnel to perform tasks related to the processing of commissary and hot cart/cold cart. Printing of receipts and necessary forms.

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

Keefe will continue to provide the following:

- Canteen Manager software
- 3 Upgraded Lobby Kiosks (including 1 for drug testing deposits)
- 1 Additional Lobby Kiosk at Adult Probation
- 2 Upgraded Booking Kiosks
- 2 Smart Card Readers
- 2 MICR printers (with MICR toner and checks)
- 1 Hot/Cold Cart
- 3 Freezers





- In-House Tech Team Support
- 24 / 7 / 365 Tech Support Hot Line
- Comprehensive Configuration, Setup & Training

All items above are capable of processing of commissary and hot cart/cold cart. Printing of receipts and necessary forms.

D) Selection menus for offender resident use shall be provided by the Proposer. Selection menus are to be distributed to the offender residents no less than once a week and more often if necessary as determined by the Division.

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

As part of Canteen Manager, we provide our Storekeeper™ software, which includes the information needed to ensure inventory levels are optimal and optimal product freshness. Storekeeper will also assist in menu planning and purchasing/receiving product procedures.

Menus will be provided to the offenders no less than once per week and more often if necessary.

E) Offender menu selections and pricing of same will be developed by joint agreement between Proposer and Division with primary consideration being given to protecting Officer and offender safety and security.

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

Keefe's product selection is based on our experience regarding the most popular and required products for inmate populations. Products can be added or deleted as needed prior to finalizing or updating any menu. All products meet the standards for correctional facility sales and glass containers or products with alcohol are never sold.

We acknowledge that all products are solely determined by Lexington Fayette's designated representative. It is always Keefe's intent to offer quality products at fair pricing to the inmate population.

Additionally, we recommend that Keefe's Account Manager or Regional Manager meet quarterly with the facility's contact to discuss our sales analysis for the quarter, to discuss slow selling items, and to recommend new items that sell well in other facilities. Again, the decision for any changes is solely yours.

F) Offenders shall be allowed to purchase up to Fifty Dollars (\$50) of general commissary goods per week. The purchase allowance is at the discretion of





the Division.

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

Keefe will work with the Division to create any limits within the software for total package amount, restricted items, etc. Should the Division need to make a change, Keefe will update the limit/restriction within the Canteen Manager system.

G) Offenders shall be allowed to purchase up to Twenty Five Dollars (\$25) of hot cart/cold cart goods per week. The purchase allowance is at the discretion of the Division.

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

Keefe will work with the Division to create any limits within the software for total package amount, restricted items, etc. Should the Division need to make a change, Keefe will update the limit/restriction within the Canteen Manager system.

H) Each order will be processed and bagged by the Proposer with the order receipt showing the offender name, products ordered and beginning and ending balance and a copy provided for the offender and one for the Division.

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

Commissary Services will continue to be provided by Keefe at no charge. Keefe will continue to provide staff to deliver commissary orders to the inmates in the housing units on the regular agreed upon schedule.

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

Each order contains a two-copy receipt that includes:

- Inmate's name, jail number, facility and cell location
- Order date
- Item description and quantity
- Item price, sales tax and total cost (sales tax is calculated, collected and remitted by Keefe)
- Inmate's account balance, both before and after sale





- Any items removed from the order, with the reason for removal (e.g., exceeds quantity allowed)



Sample Order Receipt

Page 1 of 1		03/18/2021 02:25 PM		Page 1 of 1		03/18/2021 02:25 PM	
KEEFE COMMISSARY NETWORK P.O BOX 17490, St Louis, MO 63178-7490 379 for SOUTHERN REGIONAL JAIL				KEEFE COMMISSARY NETWORK P.O BOX 17490, St Louis, MO 63178-7490 379 for SOUTHERN REGIONAL JAIL			
Name: Burns_11, Willard_11		Bal Before Order: 89.61		Name: Burns_11, Willard_11		Bal Before Order: 89.61	
ID: 11 DOB:		Bal After Order: 4.17		ID: 11 DOB:		Bal After Order: 4.17	
Acct #: 19084		Order #: 17319518		Acct #: 19084		Order #: 17319518	
CPR #: 6698		Order Date: 03/18/2021		CPR #: 6698		Order Date: 03/18/2021	
Block: Block A Tier: Unit 1 Cell:				Block: Block A Tier: Unit 1 Cell:			
 17319518-6698				 17319518-6698			
<u>Buy-Seq</u>	<u>Qty</u>	<u>UOM</u>	<u>Description</u>	<u>Alias</u>	<u>I</u>	<u>Price</u>	
CRJ50							
	5 EA		S.S. HOT COCOA	2070		2.05	
	5 EA		KEEFE COLOMBIAN BLEND	2283		26.95	
	5 EA		CHILI CHEESE FRITOS 2OZ	2737		7.25	
	1 EA		(EA)ZC D-DUNK	3245		0.95	
	5 EA		BC CHILI W/ BEANS	6173 S		0.00	
	5 EA		FC MACKERAL	6178		13.40	
	5 EA		TWIN BEEF STICK	6300		8.40	
	5 EA		PEPPER - SINGLE PACKET	6518		0.25	
	5 EA		GINGER ALE 20OZ	2492		13.10	
* _____							
FACILITY ITEMS							
	5 EA		\$2 Phone time non-DL	9801 V		5.00	
OTHER							
	5 EA		CHILI RAMEN	6028 N		4.80	
			Subbed with Item-6173				
ITEM(S) NOT AVAILABLE-AUTO CREDIT IN PROCESS							
	5 EA		TEXAS BEEF RAMEN SOUP	6018 C		4.80	
				SubTotal:		84.55	
				Tax:		0.89	
				Total:		85.44	
SHORTAGES/CANCELLED							
<u>Alias</u>	<u>Qty</u>	<u>Description</u>	<u>Reason</u>				
3230	5 (EA)	ZC PB WAFERS	Item restricted				
3245	4 (EA)ZC	D-DUNK	Exceeds quantity limit				
I have checked and received this order with any and all credits/shortages as indicated herein.							
Signed: _____				Date: _____			
Witnessed By: _____				Date: _____			





- I) Proposer will be allowed to use offender labor to process orders when the offenders are available, and at the discretion of the facility. Proposer's onsite staff will be required to provide supervision of such offender labor.

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

- J) Proposer will provide completed orders to Proposer personnel for delivery throughout the facility.

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

Both Inmate commissary orders and orders placed via the package program (internet) for both adult facilities will continue to be filled off-site at Keefe's service center in Bridgeton, Missouri. All orders will be delivered to the facility via common carrier and distributed to the inmates by Keefe on-site personnel.

Our staff will deliver commissary orders with deputy escort. Our staff will verify each inmate by ID number to make sure that each order is delivered to the correct inmate. Inmates are given the opportunity to inspect and verify that all the items they ordered, have been delivered. They must sign a record of receipt.

- K) Delivery schedules are at the discretion and determination of the Division.

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

- L) Printouts must be provided as requested by the Division and price levels of cost versus sale prices. The commission rate applied and the commission amount earned for the time period requested.

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

Keefe's fiscal calendar includes 12 accounting periods, each period including either four or five full seven-day weeks. Four quarters of thirteen weeks each combine for the fifty-two-week year. At the end of each fiscal accounting period, your Keefe operations team will create a weekly sales summary that reports the gross sales for each week of the period. The report shows your commission payment for the period, calculated as your commission percentage of net sales less applicable sales taxes and commissary credits.

Your period sales summary report and the commission payment are typically sent to your facility within two weeks after the close of each accounting period, so you will receive commission payments twelve times each year.





We will meet with your staff regularly to review service levels, retail prices and revenue rates to ensure that they continue to meet your objectives.

M) Product price increases will be allowed with proof of market wide increases. Proposer must provide no less than two persons, in addition to the Administrator, scheduled forty (40) hours per week for on site preparation. Proposer will provide adequate coverage for all positions in the event of Proposer staff vacations and/or leave.

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

Keefe has six full time staff working on-site at the Lexington-Fayette facility. Our on-site manager, Johnny Richie, has been at Lexington-Fayette since 2003 (more than 18 years). We are proud that our most of our staff has been with your facility for several years, making sure that your commissary runs effectively and efficiently.

Following is a list of the current employees in addition to Johnny and the length of time each has been working in the commissary service at Lexington-Fayette County:

1. Mykell Cooper – 17 years 1 month
2. Robin Cochran – 11 years 7 months
3. Joseph Cooper – 9 years 9 months
4. Billy Brinegar – 5 years 7 months
5. Kristian Barba – 7 months

As previously indicated, Keefe’s current level of staffing has proven it can adequately cover for scheduled or unscheduled staff shortages. Additionally, Keefe has the following positions available to provide prompt backup staffing support, when/if the need were to arise at Lexington-Fayette County:

- **Operations Supervisor** (Jeremy Spillers) - Jeremy is not assigned to a specific facility/operation, as his sole responsibility is to be a “floater”, available to provide immediate backup support for any/all the region’s on-site operations
- **District Manager, Eastern Kentucky** (Will Holloway), based out of Bridgeton, Missouri
- **District Manager, Western Kentucky** (Marc Mann), based near Central City, Kentucky

Keefe and Lexington-Fayette will meet at least twice annually to review the commissary menu and pricing. Commissary pricing will be consistent with convenience stores in Lexington and Fayette Counties. In the event of material cost changes, whether in taxes, labor, employee benefits, merchandise, equipment, the minimum wage rate or benefits or the enactment or application of any “living wage”, “prevailing wage” or similar laws, Keefe may request a price adjustment to reflect the impact of cost changes.





If costs increase due to other causes beyond Keefe's control, including, but not limited to a change in the scope of services, merchandise changes requested by the County, a decrease in inmate population, efforts to organize labor, changes in federal, state or local standards or regulations, Keefe may request an adjustment of its prices to reflect the impact of the change in circumstances.

If Keefe believes a change in price is required, we will submit a written notice to the County not less than 10 calendar days prior to the date the price change will be implemented. The notice will include copies of documentation reasonably necessary to document the change in circumstances. Unless the County submits a written objection to the price change during the 10-day notice period, the price change will be deemed approved. In the event the County submits a written objection, it will include the basis for the objection, and we will agree to meet promptly and negotiate in good faith regarding the requested price adjustment.

N) Proposer staff shall adhere to any training requirements of the Division of Community Corrections. Proposer staff must comply with safety, security, and regulations of the Kentucky Division of Corrections. Proposer staff will further be required to comply with the Division Drug and Alcohol policy as well as all other policies and procedures of the Division of Community Corrections.

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

As the incumbent, Keefe has provided initial and ongoing user, administrative, and triage technical training. This includes written training documentation and any other materials necessary for the proper and successful use of the inmate commissary/ accounting system. Keefe will continue to provide training as requested or necessary to Lexington-Fayette. Training will occur either remotely via screensharing technology or on-site. Whichever option will work best for the County.

All Keefe staff will be required to comply with the Division Drug and Alcohol policy as well as all other policies and procedures of the Division of Community Corrections. Keefe staff must also comply with an internal Drug and Alcohol company policy.

O) Proposer shall be responsible to provide adequate stock to fill hot/cold items for offender orders. Proposer stock shall be maintained in consultation with Division commissary program coordinator.

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

Shelf-stable items sold via the hot/cold carts will continue to be transferred from Keefe's service center located in Bridgeton, MO (suburb of St. Louis). This center is nearly 300,000 sq. ft. in size and carries an average daily inventory between 17 and 18 million dollars.





Each vendor delivery to our warehouse is compared to the packing slip to ensure all items are present and in good condition; only then is it entered into our software program. We use the first in, first out system for all products and we never sell any item that is beyond its “Best by” date or is damaged in any way—preserving product freshness. It is the responsibility of our supervisor and all workers in the commissary to ensure that we never deviate from this policy. As has been the case for the current contract period, perishable items sold via the hot/cold carts will continue to be procured from both Vistar and P&D Wholesale (based in Lebanon, KY). Keefe has a long-standing relationship with both these companies. Current delivery cycle with these companies is roughly every two (2) weeks.

P) A secure storage room and office space will be provided to the Proposer adjacent to the loading dock.

Keefe Response: Keefe has read and understands.





IX. COMMISSARY DELIVERY METHOD

- A) The Division requires order preparation by the Proposer off-site.
- B) The Division requires delivery by Proposer staff.

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

Keefe will continue to provide an off-site commissary bagging operation for the Lexington-Fayette jail. As an experienced nationwide provider of outsourced commissary management services, as well as bulk product distribution to correctional facilities, Keefe brings expertise, state-of-the-art technology, and quality products to your facility.

Keefe places service to the client and the inmate population at the top of our operation plan. Lexington-Fayette expects and deserves a total commitment on the part of our staff to provide the best possible services, and we expect no less from our staff. Under our proposed plan, inmate commissary orders for both adult facilities will continue to be filled off-site and completed orders will be distributed to the inmates by Keefe personnel. Orders placed via the package program, will be fulfilled at our warehouse located in Bridgeton, Missouri. These orders will be delivered to the facility via common carrier and distributed to the inmates by Keefe on-site personnel.

The order process begins with our inmate phone ordering system. The inmates place their order using one of the phones inside the housing unit. We download the orders and pack them individually in a clear, plastic, perforated bag. We place them in cardboard boxes by housing location and prepare for delivery.

The facility will continue to use the Canteen Manager software which will not allow an inmate to order beyond their account balance and enforces the facility's set spending and quantity limits, as well as any medical and disciplinary restrictions. It also monitors indigent statuses and only allows inmates who meet the indigent criteria of your facility to order an indigent kit.

Backup Ordering System

In the event the inmate phone system is down, Keefe's on-site staff would manually enter the commissary orders from paper order forms handed in by the inmates. This matches the current backup method.

After order processing, a sales file will be returned for posting to the inmates' accounts in the Canteen Manager. Our WMS will generate the order pick list, which also serves as the invoice for the inmate to sign upon receipt of his/her commissary order.

Our WMS retains all historical records of commissary sales. Numerous reports can be generated including, sales analysis reports, product history reports, sales reports, item analysis reports, inventory reports, and much more.

Order Processing

Our warehouse software will generate the order pick list, which also serves as the invoice to





be signed by the inmate upon receipt of his/her commissary order.

Each order contains a two-copy receipt that includes:

- Inmate's name, jail number, facility, and cell location
- Order date
- Item description and quantity
- Item price, sales tax, and total cost (sales tax is calculated, collected, and remitted by Keefe)
- Inmate's account balance, both before and after sale
- Any items removed from the order, with the reason for removal (e.g., exceeds quantity allowed)





X. EXISTING FUNCTIONS

A) Internet Web Page

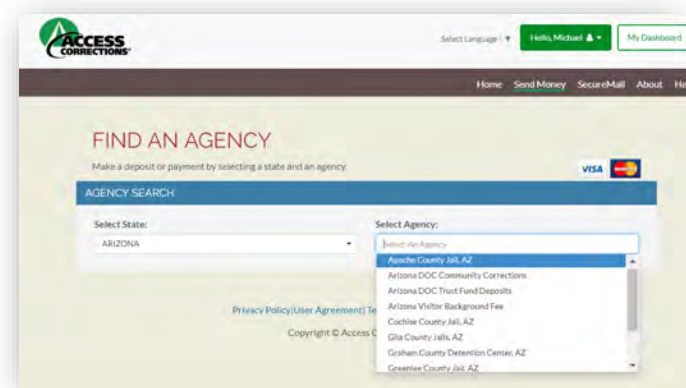
- 1) Proposer will provide an Internet web page that provides the minimum features to the Division:
- 2) Gift Deposits that will allow friends and family to make deposits directly onto an offender account by means of a credit card.

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

To allow inmates' family and friends to make deposits or payments online, Keefe operates a secure website 24/7/365 – www.accesscorrections.com.

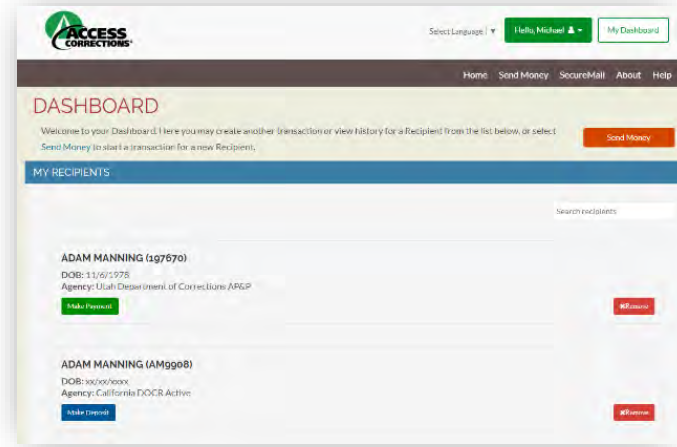


Adding a Recipient to my Dashboard



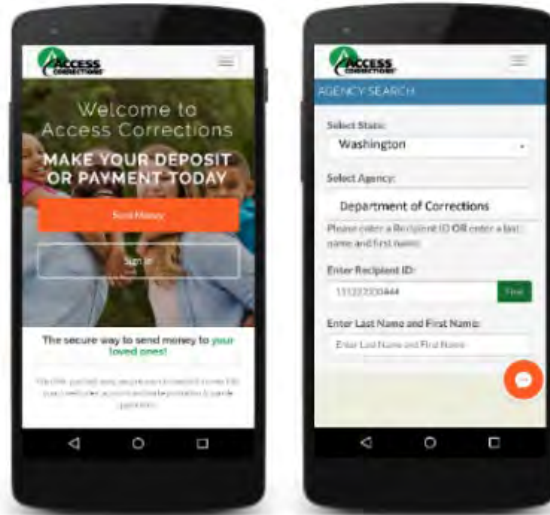


My Dashboard



Access Corrections' Mobile App

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



Phone

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

Keefe has in-house customer service representatives and provides support through a U.S. based third party call center. All CSRs are specifically trained to handle customer's phone deposits, transaction history, complaints, and financial discrepancies. Keefe





provides support and allows for phone deposits 24 hours a day, 7 days a week. In addition to live CSR's, users can make deposits via Interactive Voice Response System (IVR) for a quick and easy deposit option. All call center employee candidates must successfully pass a thorough background check, a satisfactory credit check, and drug testing before they are considered for employment. We take full responsibility of our call center operations and employees, and go above and beyond to provide exceptional, professional, and the most secure services to our customers.

Keefe also offers a 24/7 toll free IVR system that allows friends and family the ability to make a deposit or payment without having to talk with a customer service representative.

DEPOSITS/PAYMENTS
PHONE

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

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

Lockbox

Keefe offers consumers a free deposit/payment option using our lockbox services that is provided at no cost to agencies. Keefe does not outsource its lockbox operations. All money orders & checks are processed at Keefe's offices.

All money orders and checks are processed within 24/48 hours from the time of receipt. These transactions are batched with all of transaction types (App, Web, Phone, Kiosk and Walk-In Retailer) and an ACH is sent in one bank deposit. One file that matches the daily ACH is sent to the agency, making it easier and more efficient for the agency to reconcile transactions. Like all transaction methods, money order and checks are guaranteed by Keefe. *Checks are held 7-10 days prior to posting.

Transactions processed via Keefe's lockbox service will be automatically included in the agency reports and investigative tools along with all other transaction methods.

Keefe will ensure the payer information is collected by requiring the sender to fill out a Money Order Form that is required with their money order or checks. Here is an





example of the money order form.

Money Order Deposit Form

Send Money!

Here's how...

- 1 Complete the form below by typing or clearly printing in blue or black ink.
- 2 Make money order/check payable to Access Corrections.
- 3 Detach and mail form with money order/check to:
Access Corrections – [Agency Name]
P.O. Box 12486
St. Louis, MO 63132

Send Money Faster!
Mailed deposits take up to a week to process. With the following options, funds can be deposited within 24 hours.

- Access Corrections App**
Send money on the go with our free mobile app.
- accesscorrections.com**
Easy online deposits.
- Kiosk**
Send money from any of 800+ kiosk locations.
- 866.345.1884**
Speak with a live, bilingual agent.
- Walk-in Retailer**
Register at cashpaytoday.com, get a barcode and make a cash deposit where you shop, including Dollar General, Family Dollar, CVS and 7-Eleven.

Important

- To avoid delay in processing, please complete all fields and verify that the recipient's name and ID are correct. If proper recipient cannot be determined, we will return your money order/check.
- Do not send cash, letters, stamps, photos or notes.
- The Money Order Deposit Form must be included with the money order/check to process the deposit. Do not staple, paper clip, fold or tape the money order/check to the form.
- Failure to accurately complete all fields, including the sender's full name and physical address, may result in your deposit being delayed or rejected. Using a P.O. Box could cause a processing delay and will require your driver's license or state ID number*.
- All deposits must be issued in U.S. funds. We only accept money orders/checks drawn from U.S. financial institutions.
- We accept money orders and cashier's checks.
- A \$25 handling fee will be assessed for any returned money order/ check.
- Daily deposit amount cannot exceed [\$X,XXX.XX]. A [\$X.XX] service fee will be applied to each transaction.
- Federal law requires the sender provide their social security number for deposits or combined deposits of \$3,000 or more.
- Keefe Commissary Network, LLC dba Access Corrections is licensed as a Money Transmitter by the state of XXXXXXX.

ALL FIELDS REQUIRED Mail to: Access Corrections – Agency Name, P.O. Box 12486, St. Louis, MO 63132

[Agency Name]
Money Order Deposit Form
Daily Limit \$X.XX

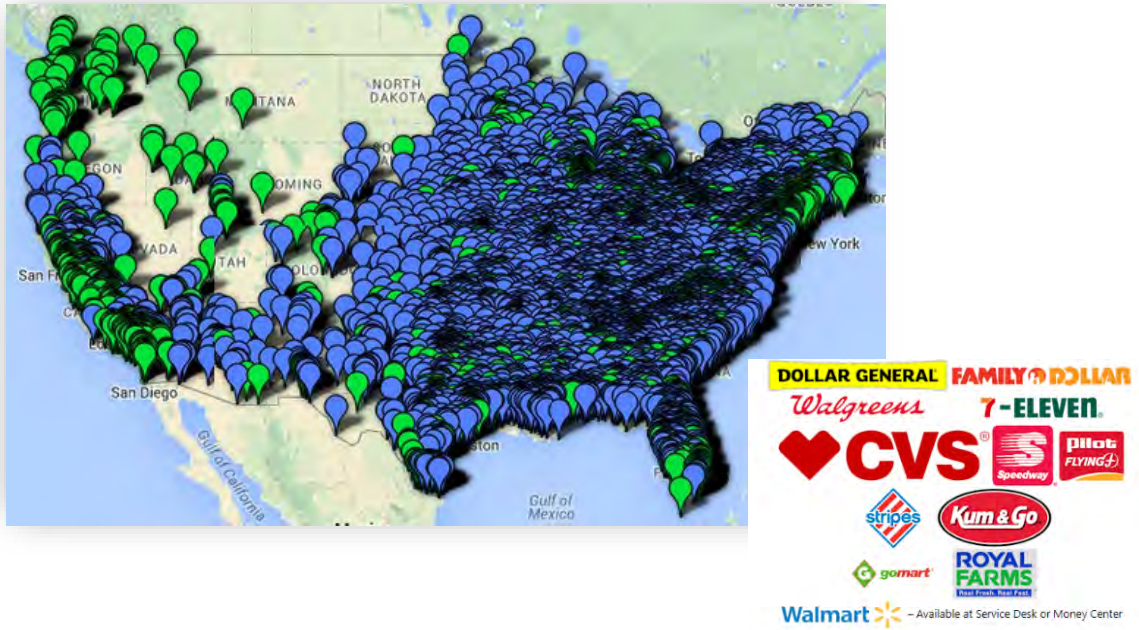
Deposit Amount (Cannot Exceed \$4,000)	Recipient ID
Recipient First Name	Recipient Last Name
Sender's First Name	Sender's Last Name
Sender's Date of Birth (Month/Date/Year)	Sender's Phone Number
Sender's Email (A Digital Receipt Will Be Sent to the Email Address Provided)	
Sender's Street Address (Using a P.O. Box May Result in a Processing Delay)	
Sender's City	Sender's State Sender's Zip
Sender's Social Security Number (For Deposits of \$3,000 or More)	
Sender's Driver's License/State ID Number*	

Rev 01/31/20

Keefe is also partnered with CashPayToday, a leading payment technology company automating cash transactions via its network of over 63,000 national and regional retailers in the U.S. These locations will accept cash transactions on behalf of Keefe. The walk-in locations include Walmart – Available at Service Desk or Money Center, CVS, Walgreens, 7-Eleven, Dollar General, Family Dollar stores and others.

These national retailers align with the demographics of our customer base. Our customers are already shopping at these stores making it very convenient way to make a payment or deposit for your agency.





Convenience Like No Other Provider

Customers have the choice to get their CashPayToday account information right on their smart phone or mailed to their address. Consumers love the convenience of the smart phone option because they always have their phone with them. In addition, it provides a real-time retailer location map based on their GPS along with transaction history and an account bar code to send money quick. Also, there is no need to tell the cashier what you are sending the money for. They just know it is being sent to Access Corrections!





VanillaDirect

Recipient: CHRISTOPHER MCCREE ID: 258156
\$5.00 Transaction Fee ID MAY BE REQUIRED

799366266720006371683404307580

By accepting or using this barcode to make a payment, you agree to the full terms and conditions, available at www.vanilladirect.com/pay/terms. After successful payment using this barcode, you may retrieve your full detailed receipt at www.vanilladirect.com/pay/ereceipt

Dollar General MAXIMUM \$500.00 PER PAYMENT. You may use PIN debit card or cash for payment.
 Family Dollar MAXIMUM \$500.00 PER PAYMENT. CASH ONLY
 CVS MAXIMUM \$999.00 PER PAYMENT. CASH ONLY
 Walgreens MAXIMUM \$900.00 PER PAYMENT. CASH ONLY
 7-Eleven MAXIMUM \$500.00 PER PAYMENT. CASH ONLY
 Speedway MAXIMUM \$500.00 PER PAYMENT. CASH ONLY
 Kum & Go MAXIMUM \$500.00 PER PAYMENT. CASH ONLY
 Stripes MAXIMUM \$500.00 PER PAYMENT. CASH ONLY
 Pilot/Flying J MAXIMUM \$500.00 PER PAYMENT. CASH ONLY
 Go Mart MAXIMUM \$500.00 PER PAYMENT. CASH ONLY
 Royal Farms MAXIMUM \$500.00 PER PAYMENT. CASH ONLY

CASH PAY TODAY PAYMENT LOCATIONS:
 Our payment locations can be found at www.cashpaytoday.com/locations
 ALL locations use printed or mobile barcode ONLY

TRANSACTION INSTRUCTIONS:
 Enter the checkout line. Let clerk know you are making a "Vanilla Direct Pay®" payment. Hand this slip to the clerk for them to scan the barcode or allow phone to be scanned. Let the clerk know how much money you are sending.



© Pay It Today, LLC.

- 3) Proposer to establish that an existing link exists between their Offender Banking System and the Web Page ordering system to electronically transfer deposits from web site to the Offender Banking System.

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

Keefe currently provides this link.

- 4) Make available for sale to users pre-assembled Gift Packs or Care Packs, and the current commissary menu.

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

Keefe’s online commissary ordering program “MyCarepack” allows family and friends to place orders for delivery to their respective inmate. Keefe’s program is branded under two names – MyCarepack and Access Securepak. While the same functionality exists for





both programs, the decision on which program to utilize is dependent on which commissary software is deployed at that the facility. For this specific application the commissary software deployed is designed to work with MyCarepack.

All ordering restrictions, inmate eligibility, order limits, dollar limits, etc. set by the facility will be enforced and only approved items and or quantities will be delivered to each inmate.

Before any item if offered for sale via the MyCarepack program they will be reviewed and approved by facility staff.

MyCarepack orders will be delivered by same staff and manner as the commissary orders.

- 5) Proposer to provide same delivery of web orders with offender Commissary orders. Proposer to provide same warehouse to pack web orders as packs the offender commissary orders.

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

Both Inmate commissary orders and orders placed via the package program for both adult facilities will continue to be filled off-site at Keefe’s service centers located near Bridgeton, Missouri. All orders will be delivered to the facility via common carrier and distributed to the inmates by Keefe personnel.

- 6) Ensure that all of the restrictions on the traditional Commissary Program are also available in the web site. Examples of restrictions may be:
 - (a) The Commissary system/Offender Banking must communicate directly with the website to take into account Offender Spending Limits.
 - (b) Ensure that restricted items available on the web are not delivered to offenders. For instance, the system will electronically identify restricted items for certain classification levels and ensure that the items are not delivered.

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

Canteen Manager has been designed to make the task of making commissary available to inmates as simple and easy as possible. When Canteen Manager is setup in accordance with the client’s policies and procedures, the software will manage the availability of commissary items accordingly – removing the need for separate menus for each type of restriction. Canteen Manager not only manages the amount of money





an inmate has available to spend, but also ensures that inmates with restrictions and inventory items with restrictions and/or limits are handled properly.

Restrictions are fully configurable. That is, you can configure the Canteen Manager to have any number of restriction types based on your specific needs.

The types of restrictions you can configure include the following:

- Indigent Criteria
- Inventory Group Limits
- Inventory Item Limits
- Order Priority
- Spending Limit
- Unit Limit

Canteen Manager provides ordering restrictions that consists of:

- Disciplinary Restriction
- Freeze Restriction
- Indigent Restrictions
- Location (cell block) Restrictions
- Medical Restrictions
- Inmate Spending Restriction
- Status Restriction

In addition, Keefe can control various limits via the package program on a per package or per item basis as requested by the County. Package / item limits can be controlled by dollar, weight, quantity, or size.

B) **Offender Banking Program**

- 1) Proposer to provide an acceptable Offender Banking Program to the Division.

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

Keefe will continue to offer its Canteen Manager Banking software to Lexington-Fayette. It is designed to interface with your existing jail management system to reduce double-entry accounting and to give greater accuracy. The program is easy to install in any environment, including a Web-based version, and is scalable to any size facility.





2) Administration of offender deposits and expenditures.

Keefe Response: Keefe has read, understands, and will adhere with this requirement. Keefe will continue to interface with the JMS and automatically import deposits from that system into the Canteen Manager application and the inmates' commissary accounts. Debt can be automatically collected from these deposits.

Receivable charging and debt collection can be setup to take place automatically and dependent on certain criteria being met.

3) Ability to develop interface into existing Lexington/Fayette Division Division's Jail Management System providing for real-time data updates.

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

Canteen Manager is designed specifically to interface with different Jail Management Systems so the interaction between systems is easily accomplished. Keefe uses web services for real-time interactions and/or flat file transfers.

Smart Client is an additional way of deploying the industry leading Canteen Manager inmate banking software. Smart Client allows you to use your own internet access to operate the Canteen Manager. Data is saved to a remote data server. It is like the web - with better features and better security. Information is stored in a highly secure environment with redundant systems to ensure your data is always available.

Real-time updates will continue to be available via the interface Keefe has with JailTracker.





4) Prisoner Account Fund (PAF) Accounting Capabilities

Keefe Response: Keefe has read, understands, and will adhere with the following requirements.

- (a) Deposits can come from any number of locations in any form such as cash, credit/debit cards, on-line deposits or money orders.

Keefe Response: Deposits will be available via intake kiosks, lobby kiosks, via cash and credit/debit and via on-line deposits and money orders. In addition to the deposit information as noted in the Scope of Work and above, please see the following information regarding Canteen Manager's accounting capabilities.

- (b) Ability to track each deposit in great detail including who it is from, who deposited the transaction, date/time stamp when the deposit occurred and who posted the transaction.

Keefe Response: Keefe's current/proposed system complies with this requirement.

- (c) Withdrawals will be made payable in the form of check or debit card.

Keefe Response: Keefe's current/proposed system complies with this requirement.

The screenshot shows a software interface for processing a withdrawal transaction. At the top, it displays 'Inmate Maintenance. Last User: CSRV Lock Status: Free' and 'Withdrawal Transaction'. Below this, a header row contains fields for 'ID 147147', 'Last SAGEL', 'First ARTHUR', 'Mid', and 'Block 6 SW'. A second row shows 'Balance 52.10', 'Date 02/06/2015', and 'Account Commissary'. The main area is a cyan-colored form for 'Sample County'. It includes a 'Check #' field, a 'Date' field set to '02/06/2015', and an 'Amount' field set to '52.10'. The 'PAY TO' section is filled with 'ARTHUR SAGEL', '611 MGAIRN ST', 'ANTIOCH', 'IL', and '60002'. Below this, it says 'FIFTY-TWO AND 10/100 DOLLARS' and has a 'Memo' field. At the bottom, there is a 'Comment' field and a toolbar with 'Save' and 'Cancel' buttons. A status bar at the very bottom shows 'Release Deposit Withdraw Add Edit Delete Search Exit'.





(d) The system must be able to format the checks in the same style format currently used by the facility.

Keefe Response: Keefe's current/proposed system complies with this requirement.

As the current provider, Keefe will continue to format the checks in the format as required by the facility.

(e) Deposits must be able to be automatically garnished for outstanding debts (accounts receivable) based and priorities.

Keefe Response: Keefe's current/proposed system complies with this requirement.

(f) Kiosk must provide printed receipts. Capability of providing printed receipts to depositor if there is an issue with the kiosk.

Keefe Response: Keefe's current/proposed system complies with this requirement.

(g) All receipts and checks must print on laser and inkjet printers.

Keefe Response: Keefe's current/proposed system complies with this requirement.

5) Shift and Drawer Management Capabilities

Keefe Response: Keefe has read, understands, and will adhere with the shift and drawer management capabilities.

(a) At the end of each shift the staff member must have the ability to perform a fast and simple shift close procedure that balances the drawer and records any overages or shortages.

Keefe Response: Keefe's current/proposed system complies with this requirement.

(b) A shift close receipt that summarizes all activity must be generated for signature.

Keefe Response: Keefe's current/proposed system complies with this requirement.





- (c) All transactions date and time will be stamped with officer's user information.

Keefe Response: Keefe's current/proposed system complies with this requirement.

6) Debt Accounts Receivable Management

- (a) The system must have the capability to create as many or as few debt codes as needed.

Keefe Response: Keefe's current/proposed system complies with this requirement.

- (b) Each debt code must have a default withholding percentage and priority code.

Keefe Response: Keefe's current/proposed system complies with this requirement.

- (c) The system must have the capability for debts to be automatically collected as deposits that are entered.

Keefe Response: Keefe's current/proposed system complies with this requirement.

- (d) The system must have the capability that makes it fast and easy to apply a charge to a group of offenders.

Keefe Response: Keefe's current/proposed system complies with this requirement.

- (e) The system must have the capability for reversal of a charge if an offender was charged in error.

Keefe Response: Keefe's current/proposed system complies with this requirement.

7) Security Levels

Keefe Response: Keefe has read, understands, and will adhere with the Security Levels requirements.

- (a) The system must have the capability to restrict access to features by specific users as well as groups.

Keefe Response: Keefe's current/proposed system complies with this requirement.





- (b) The system must have the capability for all transactions to be stamped with time, date and user information.

Keefe Response: Keefe's current/proposed system complies with this requirement.

- (c) The system must have the capability to generate a login report to track all access by any or all users.

Keefe Response: Keefe's current/proposed system complies with this requirement.

8) Integration with other Systems

Keefe Response: Keefe has read, understands, and will adhere with the requirements of Integration with other Systems.

- (a) The system must have the capability to interface with Division management information systems to eliminate the double entry of new bookings and housing location changes.

Keefe Response: Keefe's current/proposed system complies with this requirement.

As the current commissary provider, Keefe will continue to integrate with the existing Division management information systems (JailTracker).

Canteen Manager is designed to interface with your existing jail management system to reduce double-entry accounting and to give greater accuracy.

- (b) The system must have the capability to interface with offender kiosks and phone systems.

Keefe Response: Keefe's current/proposed system complies with this requirement.

- (c) All Proposer programs shall be ODBC compliant.

Keefe Response: Keefe's program is ODBC compliant.

C) **Offender Phone Ordering System**

- 1) The Division uses an offender telephone ordering program for the





offenders to order commissary product. This program is fully integrated into the Jail Management Information system, the current provider's Offender Banking Program and the current offender phone service provider.

- (a) This is the method of commissary ordering that the successful Proposer will utilize.
- (b) A backup method of ordering must be in place in case of phone system issues/outages.

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

Commissary Phone Ordering

The order process begins with our inmate phone ordering system. The inmates place their order using one of the phones inside the housing unit. We download the orders and pack them individually in a clear, plastic, perforated bag. We place them in cardboard boxes by housing location and prepare for delivery.

The facility will continue to use the Canteen Manager software which will not allow an inmate to order beyond their account balance and enforces the facility's set spending and quantity limits, as well as any medical and disciplinary restrictions. It also monitors indigent statuses and only allows inmates who meet the indigent criteria of your facility to order an indigent kit.

Backup Ordering System

In the event the phone system is down, Keefe's on-site staff would manually enter the commissary orders from paper order forms handed in by the inmates. This matches the current backup method. Keefe associates will pick up the order forms. Keefe will receive inmate balance files from the Canteen Manager and our proprietary Warehouse Management System (WMS). Our software does not allow any inmate to order beyond his/her account balance. Our WMS also monitors indigent status and allows or does not allow inmates who meet the indigent criteria to order.

After order processing, a sales file will be returned for posting to the inmates' accounts in the Canteen Manager. Our WMS will generate the order pick list, which also serves as the invoice for the inmate to sign upon receipt of his/her commissary order.

Our WMS retains all historical records of commissary sales. Numerous reports can be generated including, sales analysis reports, product history reports, sales reports, item analysis reports, inventory reports, and much more.

- 2) The Proposer shall currently have an existing program using integrated





telephone ordering in place.

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

Keefe currently has telephone ordering in place at Lexington-Fayette.

- 3) The existing program shall provide a live link from the phone service to the Proposer-provided offender banking program.

Keefe Response: Keefe has read, understands, and will adhere with this requirement and currently provides this service.

- 4) The existing program shall provide for real-time feedback to the offender of the funds remaining in the account after each item is ordered.

Keefe Response: Keefe's current/proposed system complies with this requirement.

- 5) The Proposer shall have documented experience in this arena, outlined in detail denoting where the Proposer currently has these systems operational with contact telephone and e-mail information for each operational site.

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

Please see the following list of current customers with contact information that has these systems in operation.

Pamlico County Jail, NC - Anthony Collins anthony.collins@pamlicocounty.org, (252) 745-3101
La Plata County Jail, CO - Lt. Gary Goudreau gary.boudreau@co.laplata.co.us (970) 247-1157
Roosevelt County Det. Center, NM - Shayla Ramsey sramsey@rooseveltcountry.com (575) 356-6871
Lexington-Fayette County Detention, KY - Tammy Bradley tbradley@lexingtonky.gov 859-425-2609
Penobscot, ME - Vanessa Holmes vholmes@penobscot-sheriff.net 207-947-4585

D) **Hot/Cold Cart**

- 1) Proposer will continue with the provision of hot/cold cart services to the offender population using Proposer staff.

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

Hot/Cold cart

Keefe will continue to offer our Hot/Cold Cart and Meal of the Week to the inmates at Lexington-Fayette. Inmates can currently order from the cart once a week, from a menu of food items that are not available on the regular commissary menu. Inmates are





allowed to order Meal of the Week if they have not had any write-ups in the past week. Currently inmates order each Monday, rotating between Jimmy Johns, China King and Little Caesars pizza.

Following is the current hot/cold cart and Meal of the Week schedule. Keefe is willing to discuss any changes the county may desire with regards to this schedule, and/or these additional services.

Hot Cart

Monday - Meal of the Week

Tuesday - E, JJ, KK, LL

Wednesday - GG, HH, II

Thursday - CC, DD, FF, D, H

Friday - AA, BB, EE, A, B, G, C

Cold Cart

Tuesday - DD, EE, FF, D, H

Wednesday - AA, BB, CC, A, B, C, G

Thursday - JJ, KK, LL, E

Friday - GG, HH, II

Note: All sheets are turned in by 3:00 p.m. the day before delivery. Monday Meal of the Week must be turned in by 3:00 p.m. the Friday before.

E) Debit Calling

- 1) Proposer will continue with the provision of debit calling services to the offender population.

Keefe Response: Keefe has read, understands, and will adhere with this requirement. Keefe currently provides debit phone time with the current phone vendor.

- 2) Offenders must be able to purchase “phone time” with the funds transferring to the offenders account with the inmate phone service provider. System must also be capable of refunding any unused phone time back to the offenders commissary account upon release. Proposer software must interface with offender telephone system for real time debiting/crediting of the account.

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

As the current vendor, Keefe currently offers this service.

- 3) Proposer will work with the telephone provider to upgrade, enhance and modify the system as upgrades become available.





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

Keefe is willing to accommodate upgrades to the interface as needed.

F) **Kiosks**

- 1) The Division will continue using a Lobby Kiosk configuration that allows visitors to deposit money to an offender's account by way of cash, credit and debit card

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

Access Corrections Deposits & Payments™ Overview

Access Corrections is well experienced in handling trust fund deposits and payments. Access Corrections currently processes millions of transactions per year for more than 700 county agencies and eighteen (18) state department of corrections.

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

Our platform can process a wide variety of transactions, including parole, probation, and many types of court ordered payments. The probation and parole payment options are limitless with the most common being supervision fees, program fees, drug screening, monitoring and restitution. Court ordered payments can be made for a variety of different obligations such as fees/fines, child support, licensing records, etc. Our solution offers deposits and payments to be made using credit or debit cards as well as cash. These deposits and payments can be made via mobile app, web, kiosk, phone, lockbox, or walk-in retailer.





2) Additionally, the Division will continue using a Booking Kiosk to accept cash & coin. A second kiosk will accept credit and debit card when an offender is taken into custody.

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


Deposits from Inmate Possessions – Same footprint as Lobby Kiosk with additional bulk cash handling hardware.

Intake Kiosks accept Cash and optionally Credit/Debit deposits from inmate possessions at time of intake and can be directed toward trust or bail.





<p>Enclosure</p> <ul style="list-style-type: none">• Rugged 14-gauge metal• Front door access so kiosk can be placed against the wall• Cash access separated from computer and display area via different doors & locks• Slide out components for easy access• Four adjustable leveling feet <p>PC/Processor</p> <ul style="list-style-type: none">• Dell 7060 Micro Computer, Intel® Core i5-8500T <p>Memory/Storage</p> <ul style="list-style-type: none">• 8 GB RAM• SATA SSD Drive 128 GB HD 2.5" <p>Network and Connectivity</p> <ul style="list-style-type: none">• 10/100/1000 Ethernet• Optional 802.11 Wi-Fi• Multiple USB ports and COM port <p>Software</p> <ul style="list-style-type: none">• Windows 10 <p>Display</p> <ul style="list-style-type: none">• 15" TFT active matrix LCD XGA (1024 x 768)• Vandal-proof capacitive touch screen <p>Security</p> <ul style="list-style-type: none">• High security, extra tough locking system• Cash box lock	<p>Power</p> <ul style="list-style-type: none">• Optional uninterruptible power supply• 8-outlet network surge protector• Heavy-duty 6 ft. cord <p>Hardware Accessories</p> <ul style="list-style-type: none">• Bulk coin – Up to 20 coins at a time• Bulk bill acceptor – Up to 1,000 bills• Video camera• Dual speakers• Thermal printers: 3", receipt printer• Cisco Meraki Z3-HW <p>Optional Hardware Accessories</p> <ul style="list-style-type: none">• Magnetic stripe credit card reader• Driver license reader
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- 3) The Division will continue using a kiosk in their Electronic Monitoring (EM) Program area for the acceptance of funds from drug testing participants. This kiosk accepts cash as well as credit/debit cards.
- (a) Participants names
 - (b) Ability to select Electronic Monitoring (EM) for payment

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

Keefe kiosk will allow outside parties and or inmates to post payments toward court ordered fees and fines. The payment workflow will function the same as a Trust deposit. The payment will post to Keefe’s ATG Banking Platform which communicates with the Cloud-Based Deposit Clearinghouse through a Keefe-proprietary Deposit Subscriber interface. Keefe’s clearinghouse service transfers payments received through ACH transmissions on a nightly basis. All payments accepted by Keefe are guaranteed to the inmate account and to Lexington-Fayette.





Keefe's kiosk workflow to make a court-ordered fees and fines are shown below.

The offender would be located via name or Case ID Number, customizable:



After the offender is located, the respective the court-ordered fees and/or fines is selected and paid as same workflow for trust fund deposit. Kiosk display and language can be customized to the agency's choice.



- 4) All of this technology shall be able to electronically communicate with the Offender Banking program and the jail management information system on a real-time basis.

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

Canteen Manager is designed specifically to interface with different Jail Management Systems so the interaction between systems is easily accomplished. Keefe uses web services for real-time interactions and/or flat file transfers.

Real-time updates will continue to be available via the interface Keefe has with JailTracker.





- 5) Proposer shall have existing technology in place in a detention facility that matches the current configuration, outlined in detail denoting where the Proposer currently has these systems operational with contact telephone and e- mail information for each operational site.

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

Please see the following list of current customers with contact information that has these systems in operation.

Warren County Sheriff's Office

Contact: Sheriff Larry L. Sims
513.695.1126
Larry.Sims@wcooh.org

Jacksonville Sheriff's Office | Community Transition Center

Contact: Assistant Chief John Verwey
904.630.2873
John.Verwey@jaxsheriff.org

Probation & Parole – KY DOC

Contact: Steve C. Turner, Assistant Director
502.782.2337
SteveC.Turner@ky.gov

UT DOC

Contact: Brian Allgaier
801.545.5545
ballgaier@utah.gov

Arkansas DOC

Contact: Jeff Jerry
870.850.8498
Jeffrey.Jerry@Arkansas.gov

Idaho DOC

Contact: Rusty McNeill
208.658.2176
rmcneill@idoc.idaho.gov

G) Offender Bonding Capabilities

- 1) The Division requires that the Proposer provide a bonding function through the kiosks (Lobby and Intake) and via the Internet.





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

Keefe has experience in handling bond payments for many counties. Keefe will work with the County on file integration so those inmates who have bond available will be presented.

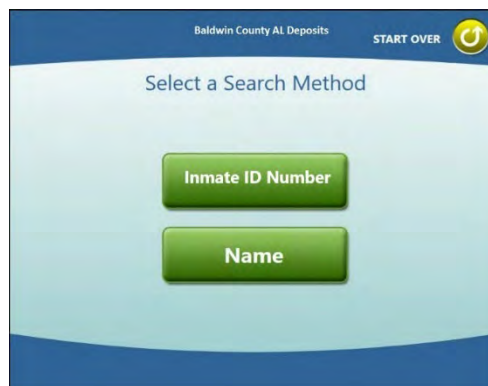
Besides allowing transactions to be made to a trust account, the lobby and intake kiosk as well as via the internet and phone.

Lobby and Intake Kiosk

Once language is chosen, the user will need to select Lexington-Fayette County KY Bond. This verbiage is customizable. Please see the screen shot below.



Once the Bond option is selected, the user will be prompted to look up the person for which they would like to pay bond. This can be done by name or by the Inmate ID number. The Inmate ID number search must be an exact match to the number. Name search can be full or partial matches. Just using a last name many result in multiple options.

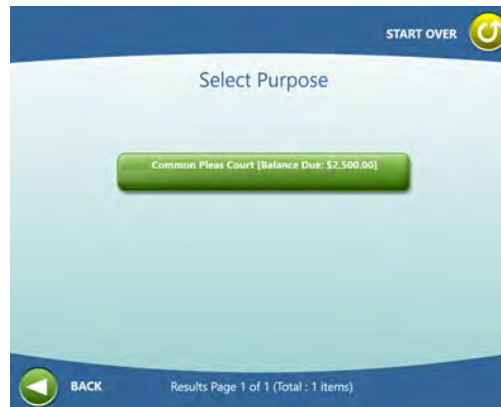


The kiosk user will need to select the specific person for whom they would like to pay bond. The user will then be asked to confirm that it's the correct person before continuing.





Once the desired bond recipient is known, the system will search to pull back any open bond record for that individual and present the option(s) to the kiosk user.



If the inmate has more than one outstanding bond, those will all be available for selection. Only one may be paid at a time, however.

Once the user clicks on that purpose, we ask them to choose cash or credit. Credit will require the user to input their cardholder information, including the card number. For cash, we do advise them that the kiosk does not provide change, and that we limit the number of \$1 bills it will accept. This gives the user a chance to obtain change if needed, before starting the transaction. As well for cash, the total will include any handling charges, so they know they full amount they will need to deposit.

We then begin to collect the sender/depositor's information, as required by law. For convenience, a user can swipe an ID card, if the kiosk is equipped with one.

If their card is scanned, the information is populated into the next screen. If not, all the information should be keyed in by hand.

Keefe is required to conform to Know Your Customer guidelines, as part of being a money transmitter. We currently do two validations on sender information – first is requiring a valid USPS address. As such, some users may see a suggested address as per our validation provider.

If the data is approved, the kiosk continues to show the terms and conditions and handling charges.

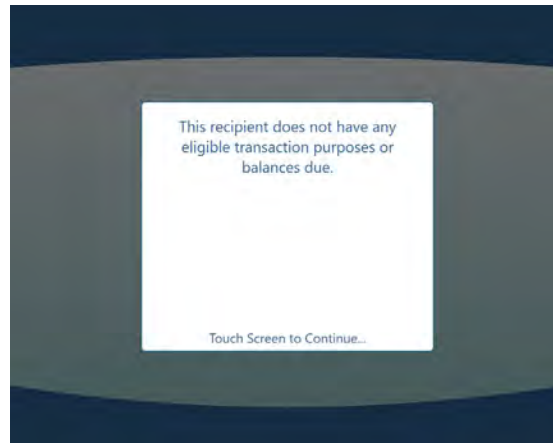
Once the user agrees to both, they then begin to input cash. The kiosk calculates the deposit and handling charges as each bill is entered and provides an ongoing summary. Once the user is finishing inputting cash or has completed a credit card transaction, they are prompted to take the receipt from the kiosk. If desired, more than one receipt can be printed.





In the case of partial payments, either due to lack of cash or of limits, the kiosk will present the updated amount due if someone comes back and selects the same inmate again.

And if bond has been satisfied, or if there is no current amount due for an individual, if it may have been paid by someone else, the kiosk will display:



Once a transaction is completed, an automated system, set for every 15 minutes, will send an email to the contacts of all the courts. The email will confirm a transaction was made for a specific inmate bond payment.

Once the email notification is received, authorized users can check the Agency Manager website to confirm and see more information regarding the payment including how much was paid, the name of the person who made the transaction, the payee's address, etc. Training will be done on usage of the Agency Manager website.

Via Internet

Bond payments can also be made via the web at www.accesscorrections.com. The customer first needs to sign on to the Access Corrections website and add their recipient. If that recipient has a pending bond, the customer clicks on the drop-down menu under Deposit Purpose, picks Bond, and makes the payment. Please see below for screen shot.





ACCESS CORRECTIONS

Select Language Hello, TOOD My Dashboard

Home Send Money SecureMail Payment Kiosk Locations About Help

Recipient Information

Recipient Name: [REDACTED]
Recipient ID: [REDACTED]
Date of Birth: [REDACTED]
Agency: Adams County Detention Facility, CO
Change Recipient

DEPOSIT INFORMATION

Billing Information VISA MasterCard

Verify billing information matches the credit card you are using.

Name: [REDACTED]
Address: [REDACTED] Edit

Choose a purpose and enter an amount below.

Deposit Purpose: *
Bond Deposit - For Bonding Only

Deposit Amount: * (Max of \$5,000.00)
\$ 100

Attention: By checking this box, you agree to the following Terms, Conditions and potential fees.

In addition, friends and family that may need a little more help with their transaction can call our toll-free phone number 24x7x365. Our bilingual, English, and Spanish, customer service representatives are trained to assist customers with their questions with the goal of completely satisfying the customer's needs.

DEPOSITS/PAYMENTS

PHONE

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

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

- 2) The Division requires the following capabilities as currently operational:
 - (a) On line capability for user to bond out an offender over the Internet, with the use of a credit card/debit card.
 - (b) Ability for user to bond out an offender through the lobby kiosk.
 - (c) The bond process shall link with the Proposer's offender accounting program and jail management information system.
 - (d) All bonding funds shall be directly deposited into the offender





accounting program and Division's Prisoner Account Fund.
(e) Please provide reference where the Proposer currently provides this service.

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

Please see the answer to #1 provided above for information on a – d.

Keefe's bond process will link with the County's offender accounting program and jail management information system.

References

In addition to Lexington-Fayette, please see the following references for bond services:

Warren County Sheriff's Office

Contact: Sheriff Larry L. Sims
822 Memorial Drive
Lebanon, Ohio 45036
513-695-1126
Email: Larry.Sims@wcsooh.org

Columbia County Sheriff's Office

Contact: Levi Raethke, Lieutenant
901 Port Ave.
St. Helens, OR 97051
Phone 503-366-4630
Fax 503-366-4631

Jackson County Detention Center

Contact: Deloris Wells – Deputy Director of Administration
1300 Cherry Street
Kansas City MO 64016
816.881.4210
dwells@jacksongov.org

Additional references can be provided upon request.

H) **Electronic Payment and Website Ordering**

- 1) The requirements stated are in addition to all goods and services Proposer is required to provide as stated elsewhere. Proposer's website order process shall conform to all of the following:
- 2) Definitions – The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein (whether in singular or





plural) shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- (a) Application: The general software applications, together with all Source Code and Related Documentation, from time to time implemented by or on behalf of Proposer which acts as end-user accessed, front-end website and interface to Layer 2 and Layer 3 for purposes of website ordering of items for Division offenders.
- (b) Association Rules: The bylaws, rules and regulations of the Associations, as they exist from time to time.
- (c) Associations: Any entity formed to administer and promote the use of Cards, including, without limitation, Visa U.S.A. Inc. and MasterCard International, Incorporated, which from time to time promulgate the Association Rules.
- (d) Authorization: The approval, by or on behalf of the Card Issuer, of Settlement of a Transaction for the Division.
- (e) Business Day: With regard to the goods and services indicated in this section, twenty-four (24) hours per day, seven (7) days per week, unless otherwise expressly noted in this section.
- (f) Card: The plastic card or other evidence of credit or debit account and account number, issued by a Card Issuer to the Cardholder, either of which the Proposer accepts from a Cardholder as payment for the purchase price for a sale of goods or services.
- (g) Card Issuer: Any financial institution, which is a member bank of the Association or its agents, American Express and/or Discover.
- (h) Cardholder: The person or entity issued a Card and a corresponding account and account number by a Card Issuer and which person or entity is entitled to use the Card.
- (i) Division Data: Without limiting any provision in the body of the Agreement, information and other data relating to Transactions and all other information or other data provided by an end user during the process of ordering items for Division offenders, irrespective of whether such information or other data is collected or retained by or on behalf of Proposer.
- (j) Day(s): Calendar day(s) unless otherwise specified.
- (k) Division/Merchant: Used interchangeably, the Division
- (l) Merchant Commerce System Layer (Layer 1): Composed of e-commerce applications, databases, and the merchant integration plugs required by Layer 2. Layer 1 equips the merchant integration plug to encrypt and send payment details to the Layer 2. Layer 1 includes the Applications.





- (m) Payment Gateway Layer (Layer 2); Facilitates a payment channel between Layer 1 and Layer 3. Collects Cardholder's information and account information, transmits the details to a Layer 3, interprets the response sent back from the processor, logs Transaction details, and passes it to the merchant application for completion of the Transaction. This layer contains several important components including, Application Payment Interface (API), payment server, Transaction database.
- (n) Payment Processor (Layer 3): Provides the connectivity to the Card Issuers, Card Associations and financial institutions for authorization, processing, and settlement of Card Transactions. Layer 3 routes the card authorization request to the Card Issuer. The Card Issuer confirms the Cardholder information and determines his available credit. An approval or decline message is sent back to Layer 3, and is returned to the Merchant.
- (o) Related Documentation: All written and electronic publications relating to the Applications, such as reference, user, installation, systems administrator and technical guides, delivered, or otherwise made available by or on behalf of Proposer to Division hereunder.
- (p) Services: Any and all installation, implementation, and ongoing operation, maintenance and support services related to Layer 1, Layer 2, and/or Layer 3 Application services and other services performed by or on behalf of Proposer pursuant to this Agreement.
- (q) Settle; Settlement: For each Transaction, the transfer of funds by or on behalf of Proposer in settlement of the Transaction value between the Proposer on behalf of the Division and the Association and/or Card Issuer, via federal funds wire or automated clearing house transfer to the bank account designed by the Division.
- (r) Source Code: The programming code (in human readable form) for the Applications, including, without limitation, all new releases, updates, modifications, enhancements, corrections, patches and improvements, together with all Related Documentation and other proprietary information related to such programming code.
- (s) Transaction: With respect to each payment of the purchase price for a sale of goods or services, by a Cardholder to Proposer on behalf of the Division, a collective reference to all steps necessary to obtain Settlement of such payment via Layer 1, including, without limitation (i) the capture of all necessary payment and Card and/or Cardholder Information, (ii) the transmission of such information to the applicable Card payment processor and Card Issuer, (iii) the





obtainment of an Authorization for such payment and (iv) the cash Settlement of such payment.

Keefe Response: Keefe has read, understands, and will adhere with the above definitions and requirements for Electronic Payment and Website Ordering.

B) Security Standards

- 1) Proposer shall maintain production Secured File Transfer Protocol (SFTP) system uptime 99.9% of each Business Day.

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

SFTP protocol is used to connect to JMS for file transfer.

- 2) For each Application used by Proposer to provide Services hereunder, Proposer shall at its own expense, conduct an Application security risk assessment and shall prepare a written report of such assessment that includes the written code, techniques used and identification of any potential vulnerabilities. To the extent that the Services are provided by a third party, Proposer may submit reports authored by the third party as long as the reports comply with all applicable requirements for reports and audits stated in this section. Proposer shall deliver the report to Division within 30 Business Days of approval by the Division. Proposer will provide quarterly security assessments and prepare a written report of such assessment that includes the written code, techniques used and identification of any potential vulnerability. Additionally, in connection with each security assessment described above, Proposer shall provide Division a letter certifying that each Application is Cardholder Information Security Program (“CISP”) and/or Payment Card Industry (“PCI) compliant at the time the assessment report is provided to the Division.

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

Please see **Exhibit 1 - Keefe’s IT Security Overview** which covers the information requested for B2 – Security Standards. In addition, while Keefe does not provide customer specific security scans or reports, Keefe will provide all audit opinions as they become available. Any additional needs can be managed in the contracting





phase to ensure the satisfaction and comfort of Lexington Fayette with Keefe's information security controls.

- 3) Proposer shall maintain File Transfer Protocol (FTP) file encryption of using 3- Data Entry Standard (DES)/ keys. Connections to processors must minimally use Secured Socket Layer (SSL)-128 bit or triple DES encryption for transition of all data.

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

Canteen Manager uses TLS(SSL) 128-bit encryption and it a windows-based application. SFTP protocol is used to connect to JMS for file transfer.

- 4) Proposer shall use secure FTP (SFTP) transmission for all data exchange between Division and Proposer.

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

SFTP protocol is used to connect to JMS for file transfer.

- 5) Proposer shall use data encryption of stored data and other encrypted data of at least 128-bit triple DES.

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

Canteen Manager uses TLS(SSL) 128-bit encryption and it a windows-based application. SFTP protocol is used to connect to JMS for file transfer.

- 6) Proposer shall maintain an active, not self-signed, digital certificate for every Application.

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

Keefe's current solution allows every user to have their own log-in and password to the system. User rights can be provided via group settings or individual user settings.

Our company has Next Generation firewalls and identity protection controls in place for enhanced security protection with a least privileged access model. Data





encryption capabilities are at rest.

- 7) Proposer shall use and require use of Secure Socket Layer (SSL), of at least 128-bit for all Applications. Proposer shall maintain SSL certificate for all Applications. Should SSL certificate expire, Proposer shall disable access to Application during the cure period until said Application SSL certificate is re-obtained and cure is complete.

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

Canteen Manager uses TLS(SSL) 128-bit encryption and it a windows-based application.

- 8) All Applications shall validate end-user browser to insure support of Secure Socket Layer (SSL) of at least 128-bit SSL encryption, if not, Application shall show directed error message to end-user.

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

Canteen Manager uses TLS(SSL) 128-bit encryption and it a windows-based application.

- 9) Proposer shall encrypt all stored Division data.

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

The proposed/current system, Canteen Manager, protects sensitive data by encrypting it in the database. Our company has Next Generation firewalls and identity protection controls in place for enhanced security protection with a least privileged access model. Data encryption capabilities are at rest.

- 10) At Division's request and expense, Proposer shall use a licensed, bonded and insured carrier service that specializes in data transport to transport all Division data from live to archive. Within 5 days of transport, Proposer shall provide Division copies of carrier's service information and proof of transport.





1) Keefe Response: Keefe has read, understands, and will adhere with this requirement.

Keefe does not store any data on the local client workstations or mobile devices. All data is stored in a secure database. Our company is collocated at two Tier 4 datacenters with 24x7 security access. All company office/warehouses have security systems consisting of card access and camera systems.

Upon the request of the Division, Keefe will work with an insured, licensed and bonded carrier service for data transport to transport all Division data from live to archive. Keefe will continue to service the facility as it has for the past five plus years and will provide all information as requested.

11) Proposer must provide written security environment information for each new archive location within 1 month of securing location, if storing Division Data at said location.

1) Keefe Response: Keefe has read, understands, and will adhere with this requirement.

Keefe does not store any data on the local client workstations or mobile devices. All data is stored in a secure database. Our company is collocated at two Tier 4 datacenters with 24x7 security access. All company office/warehouses have security systems consisting of card access and camera systems.

12) Proposer must store Division archived data in a separate storage media from other customers.

1) Keefe Response: Keefe has read, understands, and will adhere with this requirement.

Keefe does not store any data on the local client workstations or mobile devices. All data is stored in a secure database. Our company is collocated at two Tier 4 datacenters with 24x7 security access. All company office/warehouses have security systems consisting of card access and camera systems.

13) Proposer shall comply with all security standards and guidelines that may be published from time to time by any Card Issuer or any Association, including, without limitation, the Visa U.S.A. CISP, PCI and all such standards and guidelines, collectively “Security Guidelines”). Proposer additionally shall comply with the Association Rules and Card processor requirements in each case,





as from time to time in effect. Proposer shall inform Division within 2 Business Days of rule and/or rule change to insure Division's continued compliance with any Association Rules, Security Guidelines and/ or Card Issuer rule changes.

14) Keefe Response: Keefe has read, understands, and will adhere with this requirement.

Keefe will comply with all security standard and guidelines as well as the Association Rules and Card processor requirements in each case, from time to time in effect.

14) Proposer shall process full and partial refunds/card credit, retrieval requests, charge backs, and refunds within the guidelines and timelines required by the Association Rules.

14) Keefe Response: Keefe has read, understands, and will adhere with this requirement.

15) Proposer shall utilize procedures for determining that each end user is the authorized Cardholder, which procedures meet or exceed industry standards, including, without limitation, those standards promulgated by Card Issuers and Associations.

15) Keefe Response: Keefe has read, understands, and will adhere with this requirement.

Keefe utilizes procedures to determine if cards appear to be used with card holder authorization and permission. Keefe's procedures meet industry standards including those required by PCI compliance.

Please see **Exhibit 1 – Keefe Group Security Program Overview** for additional information.

16) Proposer shall comply with all Division policies and standards for websites, including but not limited to Division Board of Supervisors Policy 6.030(Division Website Advertising and Hotlink Policy).

16) Keefe Response: Keefe has read, understands, and will adhere with this requirement.





17) Without limiting any other provision, Proposer shall maintain the confidentiality of the Division data. In addition, without limiting any other provision, Proposer shall use the Division data solely for the purpose of processing Transactions.

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

Keefe currently houses the data, and it is used for system transactions only.

C) Reporting Standards

1) All Proposer authored reports delivered by Proposer shall be accompanied by a written certification from an authorized officer of Proposer that such report is true and accurate. All third party authored audits and other reports delivered by Proposer shall be accompanied by a written certification of an authorized officer of Proposer that such audit or other report is a true and accurate copy of such 3rd party audit or other report as originally delivered to Proposer by such 3rd party.

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

Canteen is a member of the American Correctional Association, American Jailers Association, National Association of Deputy Wardens, National Sheriff's Association and many State Sheriff Associations nationwide.

Canteen has based our operating policies on ACA Standards. This way, we are fully prepared to gain full ACA Accreditation in any facility where we operate that chooses to gain accreditation. Additionally, our practices enable full compliance with NCCHC inspections areas, should the facility desire to gain this accreditation as well.

Canteen has never failed to gain 100% ACA and NCCHC Accreditation where such inspections take place.

2) Proposer shall undergo no less than two (2) annual external audits to be conducted by reputable third party audit company/companies and one of which must illustrate annual PCI compliance. Proposer shall then provide Division a letter **no later than 30 days after receipt of audit findings**, certifying as to the date of such findings and as to whether it passed or failed, as appropriate, audit, internal or third party, including non-Division client required audits, hired





audit/testing Proposers and VISNMC required audits.

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

Please see **Exhibit 1 – Keefe Group Security Program Overview** for additional information.

- 3) Proposer shall backup Division Data regularly based upon a mutually agreed upon interval to maintain system recoverability. Such mutually agreed upon interval shall be established in writing between Proposer and the Division.

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

Keefe provides backup customer systems in our data center once a day.

- 4) As regular system maintenance (e.g., Microsoft patches, anti-viral protection, etc.) and Application-level modifications are performed, in order to maintain and validate appropriate security levels after these modifications occur, the Proposer shall perform a security assessment, at its own expense, and provide Division a letter to the effect that the assessment was completed and passed security requirements, including but not limited to, CISP and PCI. Said letter shall be provided within 5 Business Days of assessment completion. The assessment will address potential vulnerabilities and risks that may exist in the Application prior to or after the performance of the aforementioned maintenance activities and the annual PCI security assessment.

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

- 5) Proposer shall report to Division in writing any security incident (defined as a breach of security or security interest) within one (1) hour of identification or notification of incident.

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

- 6) Proposer shall make security incident reports and assessments for





all incidents that may potentially affect Division. An incident is identified based on criticality, major or minor incident: major notification within two (2) hours, minor notification within twelve (12) hours.

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

7) Proposer shall store archived data for at least 5 years. At end of such time Proposer, at Division's sole discretion and as permissible by Card Issuer, Association and NACHA rules, shall return or destroy said data.

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

Keefe stores all data and transactions in CM for duration of use of the application.

8) Proposer shall make live and archived data available to Division upon Division request within 10 Business Days, and such data shall be provided in ODBC compliant format on a mutually agreed upon media.

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

9) Proposer shall provide Division written monthly, quarterly or other Division requested, as appropriate, self-monitoring reports required for monitoring purposes of Proposer's compliance with the Security and Reporting Requirements set forth.

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

10) Proposer shall provide reports which truly and accurately reflect the events reported therein, including, containing no data loss or incorrect sums.

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





11) Proposer to provide standard daily, monthly, annual, or variable date range reports to enable the Division to research and/or balance Transactions. Proposer shall also provide customizable transaction history detail reports to meet Division requirements within the parameters of the Proposer's online reporting tool. In no event shall Proposer provide Card numbers or information regarding the Division's designated bank account number(s) in any report or database accessible to Division users. If requested by Division, Proposer shall truncate Card numbers and Merchant account numbers appearing on all Proposer provided reports and Division accessible reports through Proposer's reporting tool.

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

Reports can be run within the software and provided to Lexington-Fayette upon request. Staff with access to the software will also have access to run various reports.

12) Upon request, Proposer shall create customer payment remittance reports, for archived data, based on Proposer's standard secure formats. For live data, Proposer's system shall have the ability to allow Division to produce industry standard format reports (such as NACHA, etc.) within 10 days of such request. Said reports shall not cause Division or Proposer to jeopardize PCI certification or cause security risk.

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

13) Proposer's reporting tool shall have the functionality to create monthly reports that contain daily information broken-down by every Transaction type, including, sales, refunds, voids and chargeback amounts, with a breakdown of the discount fees by Card Issuer.

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

Reports can be run within the software and provided to Lexington-Fayette upon request. Staff with access to the software will also have access to run various reports.

14) Within two (2) days of Proposer's receipt of change/violation,





Contractor shall notify Division of any Division violation of any Association Rule, Security Guideline and/or Card processor requirement immediately upon a responsible officer of Proposer becoming aware thereof (or should have become aware thereof upon due inquiry).

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

15) Proposer shall provide Division with their Originating Depository Financial Institution (ODFI) name(s), ODFI's Transit Routing Number, and Company Identification Number. (Division will use the information to verify ACH Credits and Debits originated to Division's bank account(s).) Any changes to the ODFI information must be provided to Division 30 days prior to the change.

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

XI. NEW FUNCTIONS

- 1) The Division wishes to add other features to the kiosk (existing and new) to allow offenders to pay the following:
 - a. Electronic Monitoring Fees
 - b. Probation Fees
 - c. Restitution

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

Keefe currently has a separate kiosk for these payments.

- 2) The Division wishes to add a kiosk with the above listed features at a satellite location (Adult Probation Office).

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

Keefe is willing to add another kiosk at another satellite location upon request.

XII. STAFFING REQUIREMENTS

- A) The Division recognizes the need for continuity in the staffing of all commissary service positions.

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

Keefe has six full time staff working on-site at the Lexington-Fayette facility. Our on-site





manager, Johnny Richie, has been at Lexington-Fayette since 2003 (more than 18 years). We are proud that our most of our staff has been with your facility for several years, making sure that your commissary runs effectively and efficiently.

The following is a list of the current employees in addition to Johnny and the length of time each has been working in the commissary service at Lexington-Fayette County:

- Mykell Cooper – 17 years 1 month
- Robin Cochran – 11 years 7 months
- Joseph Cooper – 9 years 9 months
- Billy Brinegar – 5 years 7 months
- Kristian Barba – 7 months

B) Written notification concerning the release of any current employee will be provided the Division prior to discharge.

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

XIII. EACH PROPOSAL MUST INCLUDE:

A) List of items available for commissary purchase.

Keefe Response: A proposed menu (matching the current menu) with pricing can be found beginning on page 44 of this section. Note: the submitted/proposed menu has separate pricing for multiple commission options (as addressed in the next topic).

B) Percentage of total commissary gross sales given to the Lexington – Fayette Urban Division of Community Corrections.

Keefe Response: Keefe is proposing three (3) commission options, as shown in the following table, for the county to consider. The submitted/proposed menu has separate pricing for these options.

	Commissary Sales	Cart Sales	MyCarePack Sales	Projected Annual Commission \$ to County
Option 1	40%	20%	40%	\$427,136
Option 2	44%	14%	44%	\$422,006
Option 3	40%	26%	40%	\$463,018





C) Sale price must include all applicable Federal, State and Local taxes.

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

D) Type of software program and operating system software to be used.

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

Designed specifically for the corrections industry, by corrections and finance specialists, the Canteen Manager meets all the complex fiduciary requirements in an easy-to-use format and is installed in over 35 locations. Canteen Manager currently interfaces with the County’s jail management system to reduce double-entry accounting and to give greater accuracy.

E) List of specific hardware to be furnished, including PC, printers, servers, etc.

Keefe Response: The following table shows the equipment included in Keefe’s proposal.

Item	Qty
SHI - Dell OP 3080 Micro, Intel G6400T 3.4 GHz, 8 GB RAM, 256SS HD, Windows 10	4
SHI - HP Laser Jet M402N - MICR Printer	2
Booking Kiosk	1
Intake Kiosk - Avalanche 180 Bulk Acceptor	1
Lobby Kiosk - includes driver’s license/card reader	2
Lobby Kiosk Trinity Trans Kiosk	1
Freezers	3
Commissary Cart	1

F) Proposed price list of all sale items to be made available.

Keefe Response: A proposed menu (matching the current menu) with pricing can be found beginning on page 44 of this section.

G) Resume of previous experience in a Division jail commissary environment with past and present references including their phone numbers.

Keefe Response: Keefe Commissary Network (KCN) is the nation’s leading provider of outsourced commissary management services and technologies to city, county and state correctional facilities. KCN currently serves **over 1000 facilities** and **500,000** inmates weekly, including twelve statewide Departments of Correction. KCN works with each client to design a customized solution for running commissary efficiently and safely. KCN writes and supports our own software and provides our own, live 24/7 technical support. Cutting-edge products





such as our Edge inmate self-service kiosk, hosted banking and commissary software and Access Corrections deposit service technologies are designed to streamline your facility’s day-to-day processes.

As the table below reflects, Keefe has more experience than all other commissary providers combined when it comes to serving large facilities.

	# Of Facilities (Inmate Ct 1,000+)	# Of Inmates	Market Share (per inmate count)
Keefe	160	285,805	69.8%
All Other Companies	66	123,950	30.2%

The following table shows the breakdown of Keefe’s current customer base, per facility size.

Facility Size	# Of Facilities	# Of Inmates
1-229	535	53,392
250-499	173	60,951
500-999	159	113,775

Past Reference:

Cook County Department of Corrections

Contact: Steven Wilensky, Assistant Executive Director-Administration
 2700 S California Ave
 Chicago, IL 60608
 Phone: 773-674-8296
 Email: Steven.Wilensky@CookCountyIL.gov





Current References:

Louisville Metro Dept. of Corrections

Contact: Martin Baker, Deputy Director
400 S. 6th Street
Louisville, KY 40203
Phone: 502-574-2167
Email: Martin.baker@louisvilleky.gov

Bernalillo County Jail

Contact: Emily Madrid, Chief Financial Admin.
100 Deputy Dean Miera Dr. SW
Albuquerque, NM 87151
Phone: 505-839-8737
Email: emadrid@bernco.gov

Grayson County Jail

Contact: Jailer/Contact: Jason Woosley
320 Shaw Station Road
Leitchfield, KY 42754
Phone: 270-259-3636
Email: jasonw4102@windstream.net

Denver County Jail

Contact: Bryan Moore | DTU Captain
5440 Roslyn - Building #5
Denver, CO 80239
Phone: 720-591-6486
Email: bryan.moore@denvergov.org

El Paso County Jail

Contact: Cy Gillespie
2739 E Las Vegas St
Colorado Springs, CO 80906
Phone: 719-339-4408
Email: cygillespie@elpasoco.com

Additional reference information is available upon request.

XIV. BILLING AND COMMISSIONS

A) The Lexington – Fayette Urban Division Government will be billed weekly for the offender purchases.

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

B) Commissions will be paid to the Lexington – Fayette Urban Division Government by the fifteenth (15TH) of the month for the previous month's sales.

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

XV. AUDITING

A) The Proposer will provide for an independent audit of all commissary accounts, kiosk accounts, Internet ordering accounts and bonding accounts.

B) The audit will be conducted by an auditing firm mutually agreeable to the Division and the Proposer.





C) The report documenting the outcome of the audit will become the property of the Division with copies available to the Proposer and other involved parties.

Keefe Response: Keefe has read and understands to A - C. Keefe will undergo an annual audit, and audited financials for the company would be available upon request.

D) The Proposer will be required to provide full access to all commissary accounts, kiosk accounts, Internet ordering accounts and bonding accounts as requested by Lexington Fayette Urban County Government auditors.

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

E) All data generated by activities associated with the commissary, kiosks, Internet and bonding will be stored and retrievable by the Division for at least five (5) years from the activity date.

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





Proposed Commissary Menu (matches current)

Prices Shown Do NOT Include Sales Tax

Item #	Product Description	Size	Sell Price	
			Options 1 & 2	Option 3
1	SHAMPOO	4 OZ	\$1.43	\$1.60
2	CONDITIONER	4 OZ	\$1.43	\$1.60
20	DANDRUFF SHAMPOO	4 OZ	\$1.58	\$1.77
30	SULFUR 8 SHAMPOO	7.5 OZ	\$3.69	\$4.13
31	S-8 CONDITIONER	2 OZ	\$3.69	\$4.13
35	3-N-1 CONDITIONING SHAMPOO	13.5 OZ	\$7.13	\$7.99
35	SOFTEE_SHAMPOO_SIGNATURE 3 IN 1	16.5 OZ	\$7.13	\$7.99
40	HAIR FOOD W/VITAMIN E	5 OZ	\$2.80	\$3.14
45	AFRICAN CROWN HAIRDRESS	5 OZ	\$2.80	\$3.14
50	HAIRDRESS	5 OZ	\$2.80	\$3.14
51	HAIRDRESS & PRESS OIL	5 OZ	\$2.80	\$3.14
102	P-UP ANTIPERSPIRANT/DEODORANT FORCE	2.5 OZ	\$3.44	\$3.85
107	P-UP DRIVE DEODORANT	2.5 OZ	\$3.01	\$3.37
115	MEN A/P SPORT TALC	3 OZ	\$5.55	\$6.22
120	SCENTED LADY'S STICK	1.4 OZ	\$4.22	\$4.73
121	FRESHSCENT ROLL-ON	1.5 OZ	\$1.06	\$1.19
141	THICKENING SHAMP ALOE/GNS	15 OZ	\$3.59	\$4.02
105	POWER UP_ANTIPERSPIRANT DEODORANT_DRIVE	2.5 OZ	\$3.44	\$3.85
164	3-N-1 DAILY CONDITIONR	13.5 OZ	\$7.13	\$7.99
186	ANTIBIOTIC CRM - INDIGENT	1 OZ	\$2.64	\$2.96
210	SKIN CARE LOTION	4 OZ	\$1.11	\$1.24
212	COCONUT LIME ALOE LOTION	15 OZ	\$2.21	\$2.48
215	COCOA BUTTER LOTION	4 OZ	\$1.11	\$1.24
216	COCOA BUTTER STICK 100%	1 OZ	\$2.06	\$2.31
273	LIP BALM	.15 OZ	\$1.48	\$1.66
331	PRO-TECTION SHAVE CREAM	7 OZ	\$2.54	\$2.84
361	ELEMENTZ 3-N-1 BODY WASH COCO LIME	15 OZ	\$3.96	\$4.44
264	DANDRUFF SHAMP ALMND/SHEA	15 OZ	\$4.17	\$4.67
400	IRISH SPRING SOAP	3.2 OZ	\$1.80	\$2.02
412	DIAL ANTIBACT SOAP	3.5 OZ	\$1.80	\$2.02
420	JRGN MLD SOAP 1/BAR	4.5 OZ	\$1.85	\$2.07
424	MOISTURIZING SOAP	5 OZ	\$1.43	\$1.60
426	SPORT BAR SOAP	5 OZ	\$1.43	\$1.60
490	SOAP DISH	EACH	\$0.80	\$0.90
500	COOL WAVE_MOUTHWASH_ALCOHOL FREE	8 OZ	\$2.35	\$2.63





519	COLGATE TOOTHPASTE	2.5 OZ	\$2.59	\$2.90
447	COOL WAVE FLOURIDE TP	4 OZ	\$2.21	\$2.48
536	SENSITIVE TEETH T/PASTE	6 OZ	\$6.87	\$7.69
544	FLOSS LOOPS	30 PK	\$3.23	\$3.62
554	SECURITY TOOTHBRUSH	EACH	\$0.42	\$0.47
580	TOOTHBRUSH HOLDER	EACH	\$0.65	\$0.73
185	INDIGENT IBUPROFEN	2 PK	\$0.53	\$0.59
590	DENTURE TABLET	40 CT	\$2.91	\$3.26
611	ASPRIN - GENERIC	2 PK	\$0.27	\$0.30
614	GEN TYLENOL(NON-ASPIRIN)	2 PK	\$0.27	\$0.30
640	EXTRA STRENGTH ANTACID	1 ROLL	\$1.86	\$2.08
671	GEN CGH DROPS-CHRY	30 CT	\$1.27	\$1.42
680	DAILY MULTIVITAMIN	60 CT	\$6.55	\$7.34
697	CONTACT LENS CASE	EACH	\$0.80	\$0.90
710	TAMPONS	20 CT	\$8.19	\$9.17
760	COTTON SWABS	100 CT	\$1.58	\$1.77
800	5 INCH COMB	EACH	\$0.64	\$0.72
806	9 INCH DRESS COMB	EACH	\$0.62	\$0.69
813	BRUSH & COMB SET	EACH	\$1.75	\$1.96
821	PALM BRUSH	EACH	\$1.24	\$1.39
835	WAVE ENFORCER_WAVE CAP_BLACK	EACH	\$3.69	\$4.13
840	SHOWER CAP	EACH	\$0.16	\$0.18
855	PONYTAIL HOLDER	EACH	\$0.37	\$0.41
1001	LARGE STAMPED ENVELOPE	EACH	\$0.85	\$0.95
1010	#10 WHITE ENVELOPE	EACH	\$0.16	\$0.18
1015	MANILLA ENVELOPE, 9.5 X 12.5	EACH	\$0.27	\$0.30
1048	POST CARD STAMPED	EACH	\$0.52	\$0.58
1049	1 EACH 1ST CLASS STAMP	BOOK of 10	\$5.80	\$6.50
1060	BOARDROOM_PAPER_WHITE, 8.5 X 11 50 SHEET	EACH	\$1.58	\$1.77
1062	8.5 X 14 LEGAL PAD YELLOW, 8.5 X 14 50 SHEET	EACH	\$1.85	\$2.07
1070	SKETCH PAD 8.5 X 11 WHITE, 8.5 X 11 50 SHEET	EACH	\$1.58	\$1.77
1086	POCKET DICTIONARY II	EACH	\$4.17	\$4.67
1087	SPANISH ENGLISH DICTIONAR	EACH	\$2.38	\$2.67
1100	BIRTHDAY CARD W/O STAMP	EACH	\$1.85	\$2.07
1101	JUVENILE BIRTHDAY CARD W/O STAMP	EACH	\$1.85	\$2.07
1110	FRIENDSHIP CARD - ACETATE W/O STAMP	EACH	\$1.85	\$2.07
1115	ANNIVERSARY CARD W/O STAMP	EACH	\$1.85	\$2.07
1120	THANK YOU CARD W/O STAMP	EACH	\$1.85	\$2.07
1121	SEASONAL GREETING CARD W/O STAMP	EACH	\$1.85	\$2.07
1157	BLUE FLEX PEN	EACH	\$0.42	\$0.47





1239	THREE A_PLAYING CARDS	EACH	\$2.38	\$2.67
1308	WORD SEARCH BOOK	EACH	\$3.69	\$4.13
1399	GEN_BOWL W/ID_24 OZ	EACH	\$1.69	\$1.89
1413	CUP 22 OZ WHITE	EACH	\$0.90	\$1.01
1417	SPOON (PLASTIC)	EACH	\$0.10	\$0.11
1494	THERMAL BOTTOM 5XLG	EACH	\$16.56	\$18.55
1500	BOXERS 4XLG	EACH	\$3.62	\$4.05
1504	SMALL T-SHIRT	EACH	\$4.17	\$4.67
1505	MED T-SHIRT	EACH	\$4.17	\$4.67
1506	LG T-SHIRT	EACH	\$4.17	\$4.67
1507	XLG T-SHIRT	EACH	\$4.17	\$4.67
1508	XXLG T-SHIRT	EACH	\$4.97	\$5.57
1509	3X LARGE T-SHIRT	EACH	\$6.18	\$6.92
1514	MEN BRIEFS SMALL	EACH	\$3.44	\$3.85
1515	MEN BRIEFS MED	EACH	\$3.44	\$3.85
1516	MEN BRIEFS LRG	EACH	\$3.44	\$3.85
1529	SM BOXER SHORTS WHITE	EACH	\$2.96	\$3.32
1530	MED BOXER SHORTS WHITE	EACH	\$2.96	\$3.32
1531	LG BOXER SHORTS WHITE	EACH	\$2.96	\$3.32
1532	XLG BOXER SHORTS WHITE	EACH	\$2.96	\$3.32
1533	2XLG BOXER SHORTS WHT	EACH	\$3.34	\$3.74
1534	3XLG BOXER SHORTS WHT	EACH	\$3.62	\$4.05
1540	TUBE SOCK (ONE SIZE FITS	EACH	\$1.64	\$1.84
1550	MEN THERMAL TOP SMALL WHT	EACH	\$6.60	\$7.39
1551	MED THERMAL TOP	EACH	\$6.60	\$7.39
1552	LRG THERMAL TOP	EACH	\$6.60	\$7.39
1553	XL THERMAL TOP	EACH	\$6.60	\$7.39
1554	2XL THERMAL TOP	EACH	\$8.46	\$9.48
1555	3XL THERMAL TOP	EACH	\$10.57	\$11.84
1556	THERMAL TOP 4XLG	EACH	\$12.68	\$14.20
1560	SML THERMAL BOTTOMS	EACH	\$6.60	\$7.39
1561	MED THERMAL BOTTOMS	EACH	\$6.60	\$7.39
1562	LRG THERMAL BOTTOMS	EACH	\$6.60	\$7.39
1563	XLRG THERMAL BOTTOMS	EACH	\$6.60	\$7.39
1564	MEN THERMAL BOTTOM 2XLRG	EACH	\$8.46	\$9.48
1565	MEN 3XL THERMAL BOTTOM	EACH	\$10.57	\$11.84
1626	SPORTS BRA MEDIUM	EACH	\$7.35	\$8.23
1627	SPORTS BRA LARGE	EACH	\$7.35	\$8.23
1628	SPORTS BRA XLARGE	EACH	\$7.35	\$8.23
1650	SZ 6 WOMENS PANTIES	EACH	\$3.44	\$3.85





1651	SZ 8 WOMENS PANTIES	EACH	\$3.44	\$3.85
1652	SZ 10 WOMENS PANTIES	EACH	\$3.44	\$3.85
2010	KEEFE COFFEE	4 OZ	\$5.23	\$5.86
2011	KF DECAF (CLRPK W/ZIP)	3 OZ	\$5.23	\$5.86
2014	INST.CAPPUCCINO FRENCH VANILLA	.81 OZ	\$0.68	\$0.76
2015	100% COLOMBIAN FREEZE-DRIED COFFEE	3 OZ	\$4.02	\$4.50
2017	MAXWELL HOUSE CLEAR	4 OZ	\$6.34	\$7.10
2035	SALT 10PK	10 PK	\$0.68	\$0.76
2036	PEPPER 10PK	10 PK	\$0.68	\$0.76
2070	S.S. HOT COCOA	.8 OZ	\$0.58	\$0.65
2078	SUGAR	10 PK	\$0.90	\$1.01
2087	NON-DAIRY CREAMER	10 PK	\$1.06	\$1.19
2091	SUGARTWIN	10 PK	\$1.06	\$1.19
2105	N/S SS TEA W/LEMON	SS	\$0.42	\$0.47
2110	N/S S.S FRUIT PNCH	SS	\$0.42	\$0.47
2115	N/S SS BLACK CHRY	SS	\$0.42	\$0.47
2120	N/S SS LEMONADE	SS	\$0.42	\$0.47
2283	KEEFE COLOMBIAN BLEND	3 OZ	\$3.91	\$4.38
2330	TR PUNCH KOOLAID CLR	6 OZ	\$2.43	\$2.72
2334	KOOL AID - CLR CHERRY	6 OZ	\$2.43	\$2.72
2623	BC REGULAR SUMMER SAUSAGE	3 OZ	\$2.61	\$2.92
2666	CHEESY RICE	2 OZ	\$2.06	\$2.31
2667	SPICY CHEESY RICE	2 OZ	\$2.06	\$2.31
2668	CHEESY REFRIED BEANS	4 OZ	\$3.27	\$3.66
2670	SPICY REFRIED BEANS&RICE	4 OZ	\$3.27	\$3.66
2001	KEEFE INSTANT COFFEE	4.5 OZ	\$5.76	\$6.45
2737	CHILI CHEESE FRITOS	2 OZ	\$1.05	\$1.18
2861	ANKLE SOCKS	NA	\$1.58	\$1.77
3004	MARKET SQUARE PB CREME COOKIES	6 OZ	\$1.76	\$1.97
3010	GRANDMAS COOKIES CHOCOLATE CHIP	2.5 OZ	\$1.16	\$1.30
3015	GRANDMAS COOKIES OATMEAL RAISIN	2.5 OZ	\$1.16	\$1.30
3020	OREO COOKIES	2.4 OZ	\$1.32	\$1.48
3030	MARKET SQUARE VNILLA CRM COOKIES	6 OZ	\$1.76	\$1.97
3035	MARKET SQUARE CHOC CHIP COOKIES	6 OZ	\$1.76	\$1.97
3040	MARKET SQUARE ICED OATML COOKIES	6 OZ	\$1.76	\$1.97
3045	MARKET SQUARE DUPLEX CREMES	6 OZ	\$1.76	\$1.97
3115	CHEEZ ITS CRACKERS	1.5 OZ	\$2.02	\$2.26
3139	SALTINE CRACKERS	4 OZ	\$1.06	\$1.19
3193	FRSTD STRWBRY POPTAR	3.38 OZ	\$1.65	\$1.85
3201	STRAWBERRY DBL DECKER MOON PIE	2.75 OZ	\$1.06	\$1.19





3026	CHOC DBL DECKER MOON PIE	2.75 OZ	\$1.06	\$1.19
3028	BANANA DBL DECKER MOON PIE	2.75 OZ	\$1.06	\$1.19
3219	CHEESE ON CHEESE SANDWICH CRACKERS	1.38 OZ	\$0.71	\$0.80
3222	TOASTED PEANUT BUTTER CRACKERS	1.38 OZ	\$0.71	\$0.80
3230	MARKET SQUARE PEANUT BUTTER WAFER	2 OZ	\$0.73	\$0.82
3236	MARKET SQUARE CAKE SWISS ROLL	2 OZ	\$0.73	\$0.82
3245	MARKET SQUARE DONUT STICKS	1.67 OZ	\$0.68	\$0.76
3274	MARKET SQUARE HONEY BUN ICED	4.75 OZ	\$1.18	\$1.32
3309	RICE KRISPIE TREATS	1.3 OZ	\$1.38	\$1.55
3581	BC SUMMER SAUSAGE_HOT & SPICY	1.625 OZ	\$1.75	\$1.96
4000	M&M PLAIN CHOC	1.69 OZ	\$1.76	\$1.97
4001	M&M CHOC PEANUT	1.74 OZ	\$1.76	\$1.97
4005	BUTTERFINGER_CANDY BAR	1.9 OZ	\$1.76	\$1.97
2208	MARS_SNICKERS_CHOC PEANUT	1.86 OZ	\$1.76	\$1.97
4013	MILK WAY CHOC CARAMEL	1.84 OZ	\$1.76	\$1.97
4040	SKITTLES CANDY	2.17 OZ	\$1.76	\$1.97
4056	PEANUT BUTTER SQUEEZE POUCH	2 OZ	\$1.80	\$2.02
4065	BIG HUNK	2 OZ	\$1.10	\$1.23
4100	BUTTERSCOTCH DISCS	4.25 OZ	\$1.49	\$1.67
4110	LEMON DROPS	4.25 OZ	\$1.38	\$1.55
4120	ROOT BEER BARRELS	4.25 OZ	\$1.38	\$1.55
4145	STARLITE MINTS	3.75 OZ	\$1.49	\$1.67
4146	CORNER STORE CANDY TONGUE TORCHERS	3 OZ	\$1.44	\$1.61
4150	SOUR FRUIT BALLS	4.25 OZ	\$1.38	\$1.55
4314	BLUEBERRY POP TARTS	3.38 OZ	\$1.65	\$1.85
4387	ROCKY ROAD BAR	1.65 OZ	\$1.45	\$1.62
4429	MARKET SQUARE STRAWBERRY SF WAFERS	2.75 OZ	\$1.38	\$1.55
4863	DORITOS_TORTILLA CHIPS_COOL RANCH	1.75 OZ	\$1.02	\$1.14
5156	WHOLE SHABANG_SNACK MIX	6 OZ	\$2.91	\$3.26
1275	READING GLASSES +1.25	EACH	\$5.28	\$5.91
5274	1.50 READING GLASSES	EACH	\$5.28	\$5.91
5276	2.0 READING GLASSES	EACH	\$5.28	\$5.91
1282	2.25 READING GLASSES	EACH	\$5.28	\$5.91
5278	2.5 READING GLASSES	EACH	\$5.28	\$5.91
5956	SZ 6 CANVAS VELCRO SHOES	PAIR	\$13.50	\$15.12
5957	SZ 7 CANVAS VELCRO SHOES	PAIR	\$13.78	\$15.43
5958	SZ 8 CANVAS VELCRO SHOES	PAIR	\$13.78	\$15.43
5959	SZ 9 CANVAS VELCRO SHOES	PAIR	\$13.78	\$15.43
5960	SZ 10 CANVAS VELCRO SHOES	PAIR	\$13.78	\$15.43
5961	SZ 11 CANVAS VELCRO SHOES	PAIR	\$13.78	\$15.43





5962	SZ 12 CANVAS VELCRO SHOES	PAIR	\$13.78	\$15.43
5963	SZ 13 CANVAS VELCRO SHOES	PAIR	\$13.78	\$15.43
6007	CAJUN CHICKEN RAMEN	3 OZ	\$1.08	\$1.21
6004	TEXAS BEEF RAMEN	3 OZ	\$1.08	\$1.21
6005	CHILI RAMEN	3 OZ	\$1.08	\$1.21
6000	CHICKEN RAMEN	3 OZ	\$1.08	\$1.21
6011	HOT & SPICY VEG RAMEN	3 OZ	\$1.08	\$1.21
6003	CAJUN SHRIMP	3 OZ	\$1.08	\$1.21
2209	THE WHOLE SHABANG_POTATO CHIPS_ORIGINAL	1.5 OZ	\$1.02	\$1.14
6083	WHITE CHEDDAR POPCORN	5 OZ	\$3.01	\$3.37
6100	POTATO CHIPS	1.5 OZ	\$1.02	\$1.14
6102	STUFD JALP CHIPS	1.5 OZ	\$1.02	\$1.14
6105	BBQ POTATO CHIPS	1.5 OZ	\$1.02	\$1.14
6114	HOT FRIES (ANDY CAPP)	0.85 OZ	\$1.00	\$1.12
6116	CHEESE PUFFS	2 OZ	\$1.38	\$1.55
6125	HOT CHIPS	1.5 OZ	\$1.02	\$1.14
6126	SOUR CREAM ONION	1.5 OZ	\$1.02	\$1.14
6127	PORK RINDS_HOT & SPICY	2 OZ	\$1.04	\$1.16
6134	ML CARAMEL POPCORN	3.53 OZ	\$2.11	\$2.36
6167	CHEETOS	2 OZ	\$1.05	\$1.18
6178	FC MACKERAL	3.53 OZ	\$2.16	\$2.42
6181	FC SARDINES/HOT TOMATO SAUCE	3.53 OZ	\$2.06	\$2.31
6190	FC FISHSTKS/GREEN CHILIS	3.53 OZ	\$2.16	\$2.42
6195	PREMIUM CHICKEN BREAST	4.5 OZ	\$6.74	\$7.55
6205	CASHEWS_ROASTED & SALTED	2.5 OZ	\$2.86	\$3.20
6212	CAJUN SNACK MIX	3.5 OZ	\$1.69	\$1.89
6213	HEALTHY SNACK MIX	3.25 OZ	\$1.69	\$1.89
6217	TROPICAL SNACK MIX	4 OZ	\$1.69	\$1.89
6262	MAYONNAISE	9 G	\$2.09	\$2.34
6263	MUSTARD	4.5 G	\$0.39	\$0.44
6264	KETCHUP	9 G	\$0.67	\$0.75
6300	TRAILS BEST_BEEF STICKS_TWIN PACK	1 OZ	\$1.32	\$1.48
6320	TRAILS BEST_BEEF STICK_BEEF & CHEESE	1 OZ	\$1.32	\$1.48
6400	CHWY CHOC CHIP GRANOL	.84 OZ	\$0.95	\$1.06
6412	GRAPE JELLY	1 OZ	\$0.70	\$0.78
6417	CREAMY PEANUT BUTTER	18 OZ	\$4.97	\$5.57
6428	CA SHARP CHDR CHS SQUEEZE	2 OZ	\$1.80	\$2.02
6429	CA JALAP CHEESE SQUEEZE	2 OZ	\$1.80	\$2.02
6507	SLICED JALAPENO PEPPERS	1 OZ	\$1.43	\$1.60
3257	NUTRIGRAIN STRAWBERRY BAR	1.3 OZ	\$0.65	\$0.72





6600	FLOUR TORTILLAS	8 OZ 6CT 8 IN	\$1.85	\$2.07
6385	PEANUTS ROASTED & SALTED	1.75 OZ	\$1.06	\$1.19
6607	HOT PEANUTS	1.75 OZ	\$1.06	\$1.19
6610	GV PLAIN BAGEL	4 OZ	\$1.06	\$1.19
6721	FISH STEAKS IN HOT SAUCE	3.53 OZ	\$2.06	\$2.31
6826	FRESH CATCH TUNA	4.23 OZ	\$6.86	\$7.68
2211	WHOLE SHABANG POTATO CHIPS	1.5 OZ	\$1.02	\$1.14
7029	EARBUD_W/MICROPHONE	EACH	\$7.60	\$8.51

Proposed Cart Menu (matches current)

Prices Shown Do NOT Include Sales Tax

Item #	Product Description	Size	Sell Price	
			Options 1 & 2	Option 3
2124	MOUNTAIN DEW_SODA_VOLTAGE	20 OZ	\$1.80	\$1.80
2125	MOUNTAIN DEW_SODA_CODE RED	20 OZ	\$1.80	\$1.80
2143	ORANGE JUICE	10 OZ	\$1.40	\$1.40
2386	DR. PEPPER	20 OZ	\$1.80	\$1.80
2396	PEPSI	20 OZ	\$1.80	\$1.80
2397	MOUNTAIN DEW	20 OZ	\$1.80	\$1.80
2398	DIET PEPSI	20 OZ	\$1.80	\$1.80
2400	WILD CHERRY PEPSI	20 OZ	\$1.80	\$1.80
2404	COOL BLUE GATORADE	20 OZ	\$2.10	\$2.10
2413	APPLE JUICE	10 OZ	\$1.40	\$1.40
2493	ORANGE SODA	20 OZ	\$1.80	\$1.80
2499	TROPICANA CRANBERRY JUICE	10 OZ	\$1.40	\$1.40
2500	BOTTLED WATER	20 OZ	\$1.47	\$1.55
2726	CINNAMON ROLL	4 OZ	\$1.75	\$1.75
3270	MARKET SQUARE CHOC CREME CUPCAKE	4 OZ	\$1.71	\$2.00
3456	SNICKERS ICE CREAM BAR	2.5 OZ	\$3.76	\$3.76
3486	ICE CREAM SANDWICH M&M	4 OZ	\$3.10	\$3.10
3576	BURRITO_BEEF & BEAN	4 OZ	\$2.65	\$2.95
3653	PIZZA_PEPPERONI	5.45 OZ	\$4.25	\$4.25
3686	CHIMICHANGA_CHICKEN_	5 OZ	\$3.15	\$3.15
4049	APPLE PIE	4.5 OZ	\$1.60	\$1.60
4121	JELLYBEANS	4 OZ	\$1.54	\$1.54
4139	CHERRY PIE	4.5 OZ	\$1.30	\$1.90
4151	CORNER STORE CANDY CHOOZ FRUIT CHEWS	3.25 OZ	\$1.71	\$2.00
4430	CHEESE DANISH_BLUEBERRY	4.25 OZ	\$1.45	\$1.85





4431	STRAWBERRY CHEESE DANISH	4.25 OZ	\$1.45	\$1.85
4931	GEN_ICE CREAM_CARAMEL SEA SALT_PINT	PINT	\$4.31	\$4.80
4943	GEN_ICE CREAM_STRAWBERRY SHORTCAKE_PINT	PINT	\$4.31	\$4.80
4945	GEN_ICE CREAM_FUDGE PIE_PINT	PINT	\$4.31	\$4.80
4983	JIMMY JOHNS_SANDWICH_VITO ITALIAN	8"	\$10.00	\$10.00
4984	JIMMY JOHNS_SANDWICH_VEGGIE	8"	\$10.00	\$10.00
4985	JIMMY JOHNS_SANDWICH_TURKEY TOM	8"	\$10.00	\$10.00
4988	JIMMY JOHNS_SANDWICH_PEPE	8"	\$10.00	\$10.00
4989	JIMMY JOHNS_SANDWICH_BIG JOHN ROAST BEEF	8"	\$10.00	\$10.00
4321	DORITOS CLR BAG	1.75 OZ	\$1.00	\$1.30
6159	CHEETOS FLMN HOT	1.75 OZ	\$1.00	\$1.30
6184	CHICKEN SANDWICH_SOUTHERN STYLE WITH CHEESE	7.5 OZ	\$5.15	\$5.15
6228	CHEESE PIZZA	5.2 OZ	\$4.15	\$4.15
6229	BISCUIT_DOUBLE SAUSAGE & CHEESE	7.1 OZ	\$4.75	\$4.75
6233	CHICKEN EGG ROLL	5 OZ	\$2.14	\$2.40
6235	HOT POCKET_SANDWICH_JALAPENO STEAK & CHEESE	4 OZ	\$2.76	\$3.00
6266	DELI EXPRESS_SANDWICH_BBQ RIB XXL	9.8 OZ	\$4.50	\$4.50
6407	MADE WITH KRAFT_CHEESE SNACK_JALAPENO CUP	4 OZ	\$4.46	\$4.46
6421	KFT RANCH DRESSING POUCH	1.5 OZ	\$1.38	\$1.42
6485	GEN_SANDWICH_JUMBO ANGUS CHEESEBURGER	6.2 OZ	\$4.50	\$4.50
6486	CHICKEN & CHEESE CHIMICHANGA	5 OZ	\$2.95	\$2.95
6490	PEPPERONI HOT POCKET	4 OZ	\$2.76	\$3.00
6491	PHILLY STEAK HOT POCKET	4 OZ	\$2.76	\$3.00
6501	PICKLE (MILD)	9.6 OZ	\$1.35	\$1.35
6512	LA HOT SAUCE	6 OZ	\$1.96	\$1.96
6500	PICKLE (HOT)	9.6 OZ	\$1.35	\$1.35
6777	ORE IDA MICRO FRIES	4.24 OZ	\$3.45	\$4.00





Exhibit 1

Keefe's IT Security Overview



TKC

HOLDINGS

TRINITY SERVICES
GROUP



COURTESY PRODUCTS®

KEEFE GROUP'S SECURITY PROGRAM AND SECURITY OVERVIEW

JANUARY 2022

Keefe Group Security Program Overview

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Keefe Group Security Program Overview

Section 1: Overview

1.1 Overview

TKC Holdings and Keefe are committed to protecting its employees, customers and corporate data from damaging acts that are intentional or unintentional. This document describes the fundamental security controls that are in place to help protect our data from being used in an unauthorized manner.

This document is broken down into 6 additional sections that describe the process or controls in place to reduce the risk of unauthorized use. The following is a list by section of what is covered:

- Section 2 – Information Security Program Management
- Section 3 – Business Continuity
- Section 4 – Network and Data Center
- Section 5 – Personal Security
- Section 6 – Security Assessment
- Section 7 – Security Monitoring and Response

Keefe Group Security Program Overview

Section 2: Information Security Program Management

Overview

Keefe information security program is based on the NIST 800-53 standard. In our implementation of NIST 800-53, Keefe maintains a robust set of policy and procedures covering change management, access management, network security and back-up & recovery.

Keefe's Information Security Program employs a layered security approach, forming a defense in depth strategy to mitigate known or potential security risks. Major components of the program include Risk Assessment, Security Assessment, Security Awareness, Security Policies and Standards, Risk Mitigation and Reporting. A dedicated Information Security Team led by the Chief Information Security Officer are responsible for the management of the program. To ensure the prevention of unauthorized access to the environment supporting the services provided to our customers, we implement commercially accepted technologies and apply appropriate methods of security to ensure that the integrity and privacy of our customer's data is protected. Our security program is reviewed annually and adheres to industry standards and best practices that address the critical requirements of safeguarding information using a NIST based Information Security Management System.

Keefe is committed to protecting its employees, customers and company data from damaging acts that are intentional or unintentional. Effective information security is a team effort involving the participation and support of every Keefe employee or contractor who interacts with our data on our systems.

Protecting employee, customer and company data and the systems that collect, process, and maintain this information is a critical importance. Consequently, the security of systems includes controls and safeguards to offset possible threats, as well as controls to ensure accountability, availability, integrity and confidentiality of data:

- Confidentiality – Confidentiality addresses preserving restrictions on information access and disclosure so that access is restricted to only authorized users and services.
- Integrity – Integrity addresses the concern that sensitive data has not been modified or deleted in an unauthorized and undetected manner.
- Availability – Availability addresses ensuring timely and reliable access to and use of information.

Scope

The scope of the Information Security Program and Requirement at Keefe encompasses Information Security Administration, Security Policy Management and Security Technology Infrastructure. Consistent monitoring to detect changes in the threat landscape allow us to be more proactive with changes to our environment and gives us the ability to act in a reasonable manner to address potential exposure to known or reported risks targeting our information systems.

- Information Security Administration includes:
 - Education and Awareness
 - Security Incident Response
 - Audit and reporting
- Information Security Policies includes:
 - Information Security Program
 - Data Retention Guidelines
 - Network Security Standards
 - Patch Management Policy
 - Risk Management Plan
 - Facilities Access Policy
 - Security Incident Response Plan
 - Change Management
- Information Security Technology Infrastructure includes:
 - Access Controls
 - Encryption
 - Data Security
 - Host Security
 - Data Retention

Keefe Group Security Program Overview

Section 3: Business Continuity

3.1 Business Resilience

Keefe cloud software platform maintains Highly Available (HA) and redundant systems across all the applications. Data is also replicated to our fully tested, secondary data center located in Omaha, Nebraska. Redundant systems/facilities include the following:

- TKC Holdings maintains a disaster recovery plan and protocol managed by our Information Security Office.
- Geographically dispersed Tier 3 Data Centers with the primary site in St. Louis, MO and the secondary site in Omaha, NE.
- Multiple call centers in St. Louis, MO; St. Charles, MO; Denison, TX and San Antonio, TX with redundant telecom infrastructure.
- PCI compliant credit card processing available in both datacenters.
- Redundant internet and network service providers.
- Component redundancy for all servers, storage, network infrastructure and load balancers in use inside of each datacenter.

3.2 Disaster Recovery

TKC Holdings maintains a comprehensive Disaster Recovery program to provide Information Technology staff with a documented and detail plan to enable a successful recovery of the IT Systems in the event of a cataclysmic event. The plan provides detailed procedures for handling a system outage to minimize the adverse impact to TKC Holdings and their operating business units. The primary data center is located in St. Louis, Missouri and a secondary data center in Omaha, Nebraska.

Keefe Group Security Program Overview

Section 4: Network and Data Center

4.1 Infrastructure

The Keefe Cloud Software platform server environment is housed in a managed colocation data center that provides environmental, network and physical controls. The server environment is managed by internal technical staff and utilizes blade servers, standalone servers, storage area networks, and virtualization technologies. The environment is in a segmented network with multilayered security controls. The perimeter is protected by a next generation firewall with intrusion detection / preventions systems. The public facing websites are also protected by a web application firewall along with file integrity monitoring.

4.2 Systems and Database Security

The systems used by the Keefe's cloud software platform are configured to restrict access to only those who have a business need. The system roles allow users to have access to only the data that is relevant and is needed to perform their job function. Sensitive customer data is encrypted at rest to protect from unauthorized disclosure.

4.3 Data Center

The systems are in the primary Tier 3 data center located in St. Louis Missouri that utilizes Cisco carrier-class infrastructure and are protected with intelligent power and generator backups, biometrics and card access, redundant cooling and raised floors. The facilities have been designed to support high power consumption devices and utilize a network of multiple fiber runs from multiple carriers to allow for maximum capacity and redundancy.

Our data center has restricted access based on management approval and access is restricted 24/7 by security guards that require that the personal is on the approved list and they must show their government photo ID card before gaining access.

4.4 Physical and Environmental Protection

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

Keefe Group Security Program Overview

Section 5: Personnel Security

5.1 Personnel Security

All new employees are required to have background checks and drug testing before they are hired. All new employees are required to review and acknowledge their receipt of employee and security policies.

5.2 Security Awareness Training

The TKC Holding Information Security Office conducts annual security awareness training that all staff with access to our computer systems must complete.

Keefe Group Security Program Overview

Section 6: Security Assessment

6.1 Security Assessments

TKC Holdings undergoes various third party and internal assessment each year and uses those assessments to continue to mature its overall security posture.

6.2 PCI Assessment

TKC Holdings, parent company of the Keefe Group, is classified as a Level 1 Merchant and Service Provider. TKC Holdings undergoes a Level 1 PCI assessment annually by an independent third-party qualified security assessor (QSA). The annual Attestation of Compliance (AOC) is available upon request.

6.3 SOC 2 Audit

Keefe's Secure Deposits undergoes an annual third party SOC 2 assessment by an independent third party. The annual SOC 2 report is available upon request. Keefe's other cloud software, inmate Commissary and inmate Banking are scheduled to complete a SOC 2 Type 1 audit the end of 2021 followed by a SOC 2 Type 2 the following year.

6.4 Money Transmitter License

Access Corrections is a licensed or exempt Money Transmitter in all 50 states plus the District of Columbia and Puerto Rico. Also Access Corrections undergoes multiple audits from state agencies.

6.5 IT General Controls

Keefe group undergoes a periodic IT General Controls audit conducted by an independent assessor. The scope of the audit covers IT Governance, Logical access, Change management, Physical security to the data center, Backup and recovery, network operations and IT operations.

6.6 Risk Assessments

TKC Holdings' Information Security Office conducts several risk assessments each year and uses the results to maintain and update the overall Information Security Program.

6.7 Vulnerability Scans

TKC Holdings conducts weekly vulnerability scans to detect any possible vulnerabilities on their systems. Any discovered vulnerability will be identified and be remediated based on risk level.

Keefe Group Security Program Overview

Section 7: Security Monitoring and Response

7.1 Security Monitoring

TKC Holdings utilizes a third-party Managed Security Service Provider (MSSP) to monitor critical systems and data 24x7x365. The MSSP monitors the environment for any anomalies or vulnerabilities that may come up. Alerts are escalated to appropriate personnel if any possible threats are identified.

7.2 Incident Response

TKC Holdings maintains a Security Incident Response Plan that outlines the process for handling any security event that is detected.

AFFIDAVIT

Comes the Affiant, Kenneth Wright, and after being first duly sworn, states under penalty of perjury as follows:

1. His/her name is Kenneth Wright and he/she is the individual submitting the proposal or is the authorized representative of Keefe Commissary Network, the entity submitting the proposal (hereinafter referred to as "Proposer").
2. Proposer will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the proposal is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Proposer will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Proposer has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Proposer has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Proposer will not violate any provision of the campaign finance laws of the Commonwealth.
6. Proposer has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Continued on next page

7. Proposer acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

Kenneth Wright

STATE OF Missouri

COUNTY OF Saint Louis

The foregoing instrument was subscribed, sworn to and acknowledged before me by
Kenneth Wright on this the 14th day of
April, 2022

My Commission expires: June 3, 2022

Holly Marie Karleskint
NOTARY PUBLIC, STATE AT LARGE



EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.



Signature

Keefe Commissary Network
Name of Business

WORKFORCE ANALYSIS FORM

Name of Organization: Keefe Commissary Network

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African- American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic or Latino)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	6	4	2													4	2
Professionals																	
Superintendents																	
Supervisors	386	92	13	32	32	25	57		2		1		2	3	5	152	234
Foremen																	
Technicians	72	47	9	6	3	1	3			2		1		1		57	15
Protective Service																	
Para-Professionals																	
Office/Clerical	104	42	26	5	4	11	7			2	1			3	2	64	40
Skilled Craft																	
Service/Maintenance	1466	203	343	118	246	141	301	2	2	28	35	5	8	12	22	509	957
Total:																	

Prepared by: Alicia Hammen, HR Generalist
(Name and Title)

Date: 4/6/2022
Revised 2015-Dec-15



LFUCG MWDBE PARTICIPATION FORM
Bid/RFP/Quote Reference # RFP #25-2022

The MWDBE subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately.

MWDBE Company, Name, Address, Phone, Email	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.			
2.			
3.			
4.			

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Keefe Commissary Network
Company

Kenneth Wright *[Signature]*
Company Representative

4/27/2022
Date

VP Sales
Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # RFP #25-2022

The undersigned acknowledges that the minority subcontractors listed on this form did submit a quote to participate on this project.

Company Name Keefe Commissary Network	Contact Person Joe Bauer
Address/Phone/Email 13870 Corporate Woods Trail, Bridgeton, MO 63044 314-264-2967 - jbauer@keefegroup.com	Bid Package / Bid Date May 4, 2022

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Keefe Commissary Network
Company

Kenneth Wright 
Company Representative

4/27/2022
Date

VP Sales
Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # RFP #25-2022

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE business enterprises on the project and can supply the appropriate documentation.

Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms to participate.

Included documentation of advertising in the above publications with the bidders good faith efforts package

Attended LFUCG Central Purchasing Economic Inclusion Outreach event

Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs of subcontracting opportunities

Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms

Requested a list of MWDBE subcontractors or suppliers from LFUCG Economic Engine and showed evidence of contacting the companies on the list(s).

Contacted organizations that work with MWDBE companies for assistance in finding certified MWBDE firms to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

Followed up initial solicitations by contacting MWDBEs to determine their level of interest.

Provided the interested MWBDE firm with adequate and timely information

about the plans, specifications, and requirements of the contract.

- Selected portions of the work to be performed by MWDBE firms in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE participation, even when the prime contractor may otherwise perform these work items with its own workforce

- Negotiated in good faith with interested MWDBE firms not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

- Included documentation of quotations received from interested MWDBE firms which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

- Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE goals.

- Made an effort to offer assistance to or refer interested MWDBE firms to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

- Made efforts to expand the search for MWDBE firms beyond the usual geographic boundaries.

- Other - any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE participation.

Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement. Documentation of Good Faith Efforts are to be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Keefe Commissary Network
Company

4/27/2022
Date

Kenneth Wright 
Company Representative

VP Sales
Title

Following are the steps Keefe took regarding “Good Faith Effort” when searching for certified Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Businesses to partner with for the Lexington-Fayette contract.

- Received & reviewed the listing of certified minority owned business as supplied by the county.
- After going through the list, it was determined there was a very limited number of companies that could be utilized for this opportunity
- Keefe contacted the certified business it believed would be the best partnership opportunity for this contract, Isom IGA, and were very confident that an agreement had been reached that would satisfy the desired % of MBE participation.
 - On 4/27/2022 Keefe received an email from Isom IGA indicating they would NOT be interested in partnering with Keefe Commissary Network for this opportunity. A copy of this email can be provided upon request
- After the perceived deal with Isom IGA fell through, Keefe contacted another certified business, Sharpe Resources, Inc., whose company website indicates they provide promotional items, sunscreen lotion, apparel, to inquire of their interest in a partnership for this opportunity. Numerous attempts to contact this company went unanswered.
- Keefe thoroughly reviewed the listing of all the remaining certified suppliers to determine if another option for a possible partnership existed, however all the other suppliers are listed as food trucks, catering companies, logistic (trucking companies), IT companies, etc. Keefe could not locate any companies that provide snack food, clothing or personal care product.

GENERAL PROVISIONS

1. Each Respondent shall comply with all Federal, State & Local regulations concerning this type of service or good.

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et. seq.*, as amended, and KRS Chapter 338. The Respondent also agrees to notify the LFUCG in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. The Respondent agrees to indemnify, defend and hold the LFUCG harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

2. Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
3. Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
4. Proposal Reservations: LFUCG reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by a Respondent in the preparation of proposals.
6. Changes/Alterations: Respondent may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by LFUCG prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Respondent.
8. Bribery Clause: By his/her signature on the bid, Respondent certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the Respondent may include any product brochures, software documentation, sample reports, or other

documentation that may assist LFUCG in better understanding and evaluating the Respondent's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal,

10. Ambiguity, Conflict or other Errors in RFP: If a Respondent discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting this proposal, the Respondent agrees that it has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Respondent shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to Respondent shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
12. Cancellation: If the services to be performed hereunder by the Respondent are not performed in an acceptable manner to the LFUCG, the LFUCG may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the LFUCG, and the LFUCG may rescind the cancellation if such action is in its best interest.

A. Termination for Cause

- (1) LFUCG may terminate a contract because of the contractor's failure to perform its contractual duties
- (2) If a contractor is determined to be in default, LFUCG shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. LFUCG may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract

for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;

- (d) Failure to diligently advance the work under a contract for construction services;
- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of the LFUCG or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the LFUCG may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent, Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The contractor shall not assign or subcontract any portion of the Contract without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFUCG with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the Respondent.
16. **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings

regarding this Contract, the Parties agree that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

17. Ability to Meet Obligations: Respondent affirmatively states that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against the Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.
18. Contractor understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Contractor is an independent contractor at all times during the performance of the services specified.
19. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
20. If any term or provision of this Contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

5/6/2022

Date

**AMENDMENT 1 —
CERTIFICATION OF COMPLIANCE FOR AMERICAN RESCUE PLAN ACT
EXPENDITURES**

The Lexington-Fayette Urban County Government (“LFUCG”) may classify the subject matter of this bid as an expenditure under the American Rescue Plan Act of 2021. Expenditures under the American Rescue Plan Act of 2021 require evidence of the contractor’s compliance with Federal law. Therefore, by the signature below of an authorized company representative, you certify that the information below is understood, agreed, and correct. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

The bidder agrees and understands that in addition to all conditions stated within the attached bid documents, the following conditions will also apply to any Agreement entered between bidder and LFUCG, if LFUCG classifies the subject matter of this bid as an expenditure under the American Rescue Plan Act. The bidder further certifies that it can and will comply with these conditions, if this bid is accepted and an Agreement is executed:

1. Any Agreement executed as a result of acceptance of this bid may be governed in accordance with 2 CFR Part 200 and all other applicable Federal law and regulations and guidance issued by the U.S. Department of the Treasury.
2. Pursuant to 24 CFR 85.43, any Agreement executed as a result of acceptance of this bid can be terminated if the contractor fails to comply with any term of the award. This Agreement may be terminated for convenience in accordance with 24 CFR 85.44 upon written notice by LFUCG. Either party may terminate this Agreement with thirty (30) days written notice to the other party, in which case the Agreement shall terminate on the thirtieth day. In the event of termination, the contractor shall be entitled to that portion of total compensation due under this Agreement as the services rendered bears to the services required. Either party may terminate this Agreement for good cause shown with forty-five (45) days written notice, which shall explain the party’s cause for the termination. If the parties do not reach a settlement before the end of the 45 days, then the Agreement shall terminate on the forty-fifth day.
3. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - (1) Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. If fulfillment of the contract requires the contractor to employ mechanic's or laborers, the contractor further agrees that it can and will comply with the following:

- (1) *Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.*
- (2) *Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.*
- (3) *Withholding for unpaid wages and liquidated damages. LFUCG shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.*
- (4) *Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.*

5. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.*

6. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

7. *The contractor shall include these requirements in numerical paragraphs 5 and 6 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.*

8. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

9. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.*

10. *The contractor shall include these requirements in numerical paragraphs 8 and 9 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

11. *The contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.*

12. *The contractor shall report each violation to LFUCG and understands and agrees that LFUCG will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.*

13. *The contractor shall include these requirements in numerical paragraphs 11 and 12 in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.*

14. The contractor shall include this language in any subcontract it executes to fulfill the terms of this bid: “the sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with ‘Limited English Proficiency’ in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.”

15. *Contractors who apply or bid for an award of \$100,000 or more shall file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient. The required certification is included here:*

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

5/6/2022

Date

Firm Submitting Proposal: Keefe Commissary Network

Complete Address: 13870 Corporate Woods Trail, Bridgeton, MO 63044
Street City Zip

Contact Name: Joe Bauer Title: KCN Regional Manager

Telephone Number: 314-264-2967 Fax Number: 314-264-2901

Email address: jbauer@keefegroup.com



April 12, 2022

Lexington-Fayette Urban County Government
Division of Risk Management
200 East Main Street
Lexington, KY 40507

RE: Financial Statements, TKC Intermediate Holdings, LLC

Dear Sir or Madam:

Please find attached the 2020 Keefe Commissary Network, LLC Financial Audited Statements. Keefe Commissary Network, LLC is a privately held company; therefore, we ask that you keep these financial statements in the strictest confidence.

Keefe Commissary Network, LLC is confidentially disclosing its proprietary corporate financial information to comply with the RFP requirements. This information is not publicly available and is held in strict confidence by Keefe Commissary Network, LLC as disclosure of it would permit an unfair commercial advantage to competitors of Keefe Commissary Network, LLC. Accordingly, pursuant to KRS 61.878(1)(c)(1), Keefe Commissary Network, LLC requests that this information be excluded from the application of KRS 61.870 to 61.884 and subject to inspection only upon order of a court of competent jurisdiction.

Feel free to contact me at 314.214.2700 or by e-mail at cpingel@tkcholdings.com.

Sincerely,

Carrie L. Pingel

Vice President
Controller

CONSOLIDATED FINANCIAL STATEMENTS

Keefe Commissary Network, LLC
Fiscal Year Ended December 31, 2020
With Report of Independent Auditors

Provided to Lexington-Fayette Urban County Government

Keefe Commissary Network, LLC

Consolidated Financial Statements

Fiscal Year Ended December 31, 2020

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Provided to Lexington-Fayette Urban County Government



Ernst & Young LLP
Suite 2600
7676 Forsyth Boulevard
St. Louis, MO 63105

Tel: +1 314 290 1000
ey.com

CONFIDENTIAL

Report of Independent Auditors

The Board of Directors and Members
Keefe Commissary Network, LLC

We have audited the accompanying consolidated financial statements of Keefe Commissary Network, LLC, which comprise the consolidated balance sheet as of December 31, 2020, and the related statement of consolidated income, member's investment, and cash flows for the period from December 26, 2019 to December 31, 2020, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in conformity with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Keefe Commissary Network, LLC at December 31, 2020 and the consolidated results of its operations and its cash flows for the year then ended in conformity with U.S. generally accepted accounting principles.

Ernst & Young LLP

March 29, 2021

Provided to Lexington-Fayette Urban County Government

Keefe Commissary Network, LLC

Consolidated Balance Sheet

	December 31, 2020
Assets	
Current assets:	
Cash	\$ 8,203,081
Restricted cash	6,042,624
Accounts receivable, trade - net	50,701,594
Due from affiliates	443,482
Inventories	26,718,682
Prepaid expenses and other assets	4,409,436
Total current assets	96,518,899
Property and equipment:	
Equipment	49,755,526
Computer software	20,557,450
Furniture and fixtures	1,010,594
Leasehold improvements	2,907,381
Capital leases	7,991,599
Assets under construction	6,256,346
	88,478,896
Less accumulated depreciation	(52,135,828)
Property and equipment, net	36,343,068
Goodwill	77,340,235
Other intangible assets, net	138,405,769
Other assets	95,586
Total non-current assets	252,184,658
Total assets	\$ 348,703,557

See notes to consolidated financial statements.

Keefe Commissary Network, LLC

Consolidated Balance Sheet (continued)

	December 31, 2020
Liabilities and member's investment	
Current liabilities:	
Accounts payable and accrued expenses	\$ 27,362,211
Accrued salaries and commissions	1,624,445
Restricted funds for third parties	6,042,624
Current maturities of capital lease obligations	1,375,003
Total current liabilities	36,404,283
Long-term liabilities:	
Capital lease obligation	4,009,809
Deferred tax liability, net	6,581,495
Deferred rent	150,909
Total long-term liabilities	10,742,213
Member's investment	301,557,061
Total liabilities and member's investment	\$ 348,703,557

See notes to consolidated financial statements.

Provided to Lexington-Fayette Urban County Government

Keefe Commissary Network, LLC

Consolidated Statement of Income

	<u>Fiscal Year Ended</u> <u>December 31, 2020</u>
Revenues	\$ 628,696,962
Cost of sales	452,448,849
Gross profit	<u>176,248,113</u>
Expenses:	
Selling	30,460,685
Warehouse	18,638,672
General and administrative	97,994,930
Total expenses	<u>147,094,287</u>
Operating income	29,153,826
Other expense:	
Net interest expense	641,628
Income before taxes	<u>28,512,198</u>
Tax expense	6,032,311
Net income before noncontrolling interests	<u>\$ 22,479,887</u>
Less: Net income attributable to noncontrolling interests	242,512
Net income to member	<u><u>\$ 22,237,375</u></u>

See notes to consolidated financial statements.

Keefe Commissary Network, LLC

Consolidated Statement of Member's Investment

Fiscal Year Ended December 31, 2020

	Member's Investment	Noncontrolling Interests	Total
Balance, December 26, 2019	\$ 303,319,686	\$ -	\$ 303,319,686
Net income	22,237,375	242,512	22,479,887
Distribution to member	(24,000,000)		(24,000,000)
Distribution to noncontrolling interests		(242,512)	(242,512)
Balance, December 31, 2020	<u>\$ 301,557,061</u>	<u>\$ -</u>	<u>\$ 301,557,061</u>

Provided to Lexington-Fayette Urban County Government

Keefe Commissary Network, LLC

Consolidated Statement of Cash Flows

	Fiscal Year Ended December 31, 2020
Operating activities	
Net income	\$ 22,237,375
Adjustments to reconcile net income to cash provided by operating activities:	
Loss on disposal	12,279
Depreciation and amortization	25,655,939
Noncontrolling interests	242,512
Deferred income taxes	1,364,355
Changes in assets and liabilities:	
Accounts receivable, trade	(15,128,207)
Inventories	(3,567,652)
Prepaid expenses and other assets	(374,451)
Accounts payable and accrued expenses	8,475,446
Accrued salaries and commissions	(467,463)
Restricted funds for third parties	1,175,191
Deferred rent	(30,689)
Net cash provided by operating activities	37,594,635
Investing activities	
Purchases of property and equipment	(15,575,327)
Proceeds on disposition of PPE	87,406
Net cash used in investing activities	(15,487,921)
Financing activities	
Change in due from affiliates	1,053,905
Payments on capital leases	(1,363,748)
Distribution to noncontrolling interests	(188,594)
Distribution to member	(24,000,000)
Net cash used in financing activities	(24,498,437)
Net decrease in cash	(2,391,723)
Cash and restricted cash, beginning of period	16,637,428
Cash and restricted cash, end of period	\$ 14,245,705
Cash	\$ 8,203,081
Restricted cash	6,042,624
Total cash and restricted cash	\$ 14,245,705
Supplemental disclosures of cash flow information	
Cash paid during the period for:	
Interest	\$ 641,628
Income taxes	\$ 288,984
Supplemental disclosure of non-cash investing and financing activities:	
Capital expenditures funded by capital lease borrowings	\$ 2,146,733

See notes to consolidated financial statements.

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements

Fiscal Year Ended December 31, 2020

1. Summary of Significant Accounting Policies

Lines of Business

The primary line of business of Keefe Commissary Network, LLC (the Company) is the sale and distribution of food and other products to inmates located in correctional institutions throughout the United States, and includes the business lines of Access Securepak, a provider of customized third-party package programs to inmates in prison and jail, and Access Corrections, a provider of money transfer services and entertainment technology content tailored to inmates and their families.

The consolidated financial statements of the Company include the accounts of the following business lines:

Keefe Commissary Network, LLC (KCN)
Keefe Commissary Network – All Temps, a Joint Venture (see Note 10)

Intercompany accounts and transactions between business lines within KCN and Keefe Commissary Network – All Temps, a Joint Venture have been eliminated.

The consolidated financial statements include allocations of common costs and general management services from Keefe Group, LLC (Keefe Group) (KCN immediate parent) as discussed in Note 3. Keefe Group is owned by TKC Intermediate Holdings, LLC (TKC). The Company charges fees to Trinity Commissary, a TKC subsidiary, for certain services performed by the Company.

The Company's fiscal year is the 52- or 53-week period ending on the Thursday nearest to December 31. Fiscal year 2020, which included 53 weeks, ended on December 31, 2020.

Subsequent Events

The Company evaluated the effects of all subsequent events through March 29, 2021, the date the consolidated financial statements were available for issuance.

Cash

The Company considers all highly liquid investments with maturities of three months or less when purchased to be cash.

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

1. Summary of Significant Accounting Policies (continued)

Restricted Cash and Funds Held for Third Parties

Restricted cash consists of cash being held on behalf of correctional institutions in the fiduciary bank accounts and cash on hand to be transmitted to correctional institutions for the money services business (MSB). Restricted cash balances consist of the following as of December 31, 2020:

	December 31, 2020
Fiduciary balances	\$ 3,693,426
MSB balances	2,349,198
	\$ 6,042,624

Included in MSB balances is \$1,888,264 of outstanding transmission liability. An additional \$2,393,297 of liability is included in accounts payable and accrued expenses for a total outstanding transmission liability of \$4,281,561 as of December 31, 2020.

Accounts Receivable

The Company's accounts receivable are recorded at the amounts invoiced to customers, less an allowance for doubtful accounts. Management estimates the allowance based on a review of the portfolio. Accounts are written off to the allowance for doubtful accounts once collection efforts are exhausted. The allowance for doubtful accounts was \$225,857 as of December 31, 2020.

Inventories

Inventories, which consist primarily of finished goods held for sale, are valued at the lower of cost, using average-costing, or net realizable value.

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

1. Summary of Significant Accounting Policies (continued)

Property and Equipment

Property and equipment are stated at cost, less accumulated depreciation. Depreciation is provided using the straight-line method over the estimated useful lives of the assets, as follows:

Equipment	3 to 10 years
Furniture and fixtures	3 to 7 years
Computer software	3 to 10 years
Leasehold improvements	15 to 20 years
Capital leases	3 to 5 years

Leasehold improvements are depreciated over the shorter of the remaining lease term or the estimated useful life of the improvements.

Total depreciation expense was \$13,305,411 including depreciation on capital lease assets, for 2020. Included in depreciation expense was depreciation related to computer software for internal use of \$2,885,011 for 2020.

Goodwill

Goodwill represents the excess purchase price over the fair value of net assets of acquired businesses. Goodwill is not amortized, but is tested for impairment annually at the reporting unit level of the business using either a qualitative assessment or based on a discounted cash flow approach to determine the fair value of each reporting unit. Potential impairment exists if the fair value of the reporting unit to which goodwill has been allocated is less than the carrying value of the reporting unit. The amount of an impairment loss is recognized as the amount by which the carrying value of the reporting unit exceeds its fair value, but not to exceed the total amount of goodwill allocated to the reporting unit. There was no goodwill impairment loss recognized for 2020.

Provided to Budget/Fayette Urban County Government

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

1. Summary of Significant Accounting Policies (continued)

Other Intangible Assets

Other intangible assets represent software and websites, trade names, and customer-related intangible assets. Intangible assets with a definite life are amortized on a basis consistent with economic utilization, generally straight-line over the term of the underlying agreement or the expected life of each asset. In addition to the scheduled amortization, the Company evaluates impairment of these assets when indicators of impairment exist. Intangible assets with an indefinite life are not amortized and are evaluated for impairment on an annual basis or when indicators of impairment exist using either a qualitative assessment or based on a discounted cash flow approach to determine the fair value of the asset. For 2020, the Company did not identify any impairment of its intangible assets with an indefinite life.

Other Assets

Other assets were \$95,586 as of December 31, 2020. This represents long-term prepaid assets and equipment provided to customers, which is required in order to use the products and services that the Company sells to customers over the life of the contract. Amortization expense related to other assets was \$27,009 for 2020.

Long-Lived Assets

The Company evaluates impairment of long-lived assets used in operations when events and circumstances indicate that the assets might be impaired and the estimated undiscounted cash flows to be generated by such assets are less than book value. Losses are recorded if the fair value of the assets determined using a discounted cash flow model is less than the carrying value. No long-lived asset impairment charges were recorded for 2020.

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

1. Summary of Significant Accounting Policies (continued)

Revenue Recognition

The Company recognizes revenue when its performance obligation is satisfied. Revenue is recognized at the point in time when title passes to the customer and the customer has obtained control of the products. The Company determined that the customer is able to direct the use of, and obtain substantially all of the benefits from, the products at the time the products are delivered to the customer's requested destination. The Company considers control to have transferred upon delivery, because the Company has a present right to payment at this time, the customer has legal title to the products, the Company has transferred physical possession of the assets, and the customer has significant risks and rewards of ownership of the products.

The Company generally records revenues gross of commissions to correctional facilities for inmate sales, and commissions are recorded as a cost of sales.

The Company records all revenues related to shipping and handling fees as revenues in the consolidated statement of income. Shipping and handling fee revenue was \$7,781,137 for 2020.

Advertising

Advertising and sales promotion costs are expensed as incurred. The Company incurred advertising and promotion expenses of \$5,117,592 for 2020.

Income Taxes

Income taxes are accounted for under the provisions of Accounting Standards Codification (ASC) 740, *Income Taxes*. Deferred tax assets and liabilities are recognized for the estimated future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rate is recognized in income in the period that includes the enactment date. Valuation allowances are established when necessary to reduce deferred tax assets to the amounts more likely than not to be realized.

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

1. Summary of Significant Accounting Policies (continued)**Use of Estimates**

The preparation of the consolidated financial statements in conformity with accounting principles generally accepted in the United States (U.S. GAAP) requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

Recent Accounting Standards

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02 (ASU 2016-02), *Leases (Topic 842)*. The guidance in ASU 2016-02 supersedes the lease recognition requirements in ASC Topic 840, *Leases*. ASU 2016-02 requires an entity to recognize assets and liabilities arising from a lease for both financing and operating leases, along with additional qualitative and quantitative disclosures. ASU No. 2019-10, *Leases (Topic 842): Effective Dates (ASU 2019-10)*, amended the effective date for ASU 2016-02. ASU 2016-02 is effective for fiscal years beginning after December 15, 2021, with early adoption permitted. The Company is currently evaluating the impact of the new leasing standard on its consolidated financial statements.

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

2. Goodwill and Other Intangible Assets

Goodwill and intangibles consist of the following at December 31, 2020:

	Gross Amount	Accumulated Amortization	Net Carrying Value
<i>(In Thousands)</i>			
Definite-life intangible assets:			
Customer relationships	\$ 103,520	\$ (28,321)	\$ 75,199
Software and websites	53,970	(22,833)	31,137
Subtotal definite-life intangible assets	157,490	(51,154)	106,336
Indefinite-life intangible assets:			
Trade names	32,070	-	32,070
Total intangible assets	\$ 189,560	\$ (51,154)	\$ 138,406
Goodwill	\$ 77,340	\$ -	\$ 77,340

The remaining weighted average useful life of the amortizable intangible assets was 8.8 years at December 31, 2020.

The Company is amortizing definite-lived intangible assets over the following estimated useful lives of the assets:

Customer relationships	10 to 20 years
Software and website	10 years

Total amortization expense for 2020 was \$12,323,519.

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

2. Goodwill and Other Intangible Assets (continued)

Estimated amortization expense for the next five years and thereafter is as follows:

2021	\$	12,091,000
2022		12,091,000
2023		12,091,000
2024		12,091,000
2025		12,091,000
Thereafter		45,880,769
	\$	106,335,769

3. Transactions with Related Parties

Keefe Group performs certain management, selling, and general and administrative services for the Company. Expenses are allocated based on Keefe Group's best estimate of proportional or incremental costs, whichever is more representative of costs incurred by Keefe Group on behalf of the Company. The Company was charged \$63,549,873 in 2020 for such services. Management believes these allocations are a reasonable representation of the cost associated with the services provided by Keefe Group; however, these allocations may not be indicative of actual expenses the Company would have incurred had the services been outsourced to an independent provider.

The Company performs certain cost of sales, warehouse, selling, and general and administrative services for Trinity Commissary Companies. The Company charged Trinity Commissary Companies \$27,785,711 in 2020 for these services. These charges are recorded in their respective line items within the consolidated statement of income.

As of December 31, 2020, the Company had a net receivable from related parties of \$443,482.

4. Benefit Plan

Effective January 1, 2018, the Company's profit-sharing plan was terminated and merged into one safe harbor matching 401(k) defined contribution plan under TKC Holdings, Inc. called TKC Holdings, Inc. Retirement Plan (the TKC Plan). The TKC Plan covers salaried and hourly employees having three months of service within the Company, except for those identified as Excluded Employee. Employer matching contributions made were \$1,567,339 for 2020. Employees vest immediately in the employer matching contributions.

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

5. Capital Leases

The Company has various vehicle and equipment lease agreements. The present value of the lease payments exceeds 90% of the fair value of the equipment. Therefore, these leases are accounted for as capital leases.

The following is a summary of property held under capital leases:

	<u>December 31, 2020</u>
Vehicles and equipment	\$ 7,991,599
Accumulated depreciation	(2,734,678)
	<u>\$ 5,256,921</u>

Minimum future lease payments under the capital lease obligations as of December 31, 2020 are as follows:

2021	\$ 1,674,057
2022	1,464,737
2023	1,251,369
2024	646,658
2025	573,358
Thereafter	453,111
	<u>6,063,290</u>
Less amount representing interest	(678,478)
Present value of minimum lease payments	<u>\$ 5,384,812</u>

The Company recognized \$1,289,137 in depreciation and \$228,272 in interest expense related to capital leases for 2020.

6. Debt Guarantee

The Company is one of multiple subsidiary guarantors of the debt of TKC Holdings, Inc., which supports the operations of all the businesses of TKC Holdings, Inc. The guarantee will continue for the term of the debt with no right of offset.

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

6. Debt Guarantee (continued)

The following is a summary of the guaranteed debt:

	December 31, 2020
Unsecured senior notes:	
First Lien Term Loan at 3.75% plus LIBOR (with a floor of 1%), due February 1, 2023	\$ 1,227,423,301
Second Lien Term Loan at 8.0% plus LIBOR (with a floor of 1%), due February 1, 2024	384,922,901
	\$ 1,612,346,202

As of December 31, 2020, TKC Holdings, Inc. had a \$50 million credit facility under its First Lien Term Loan Agreement. TKC Holdings, Inc. had \$3.8 million in letters of credit outstanding under the facility, resulting in \$46.2 million of availability. The Company is one of multiple guarantors of the credit facility of TKC Holdings, Inc.

7. Surety Bonds

In connection with certain contracts, the Company enters into surety bond agreements, which guarantee performance and/or payment if the Company is unable to successfully perform on a contract. As of December 31, 2020, the Company had \$72,387,950 outstanding in surety bonds.

8. Commitments and Contingencies

The Company leases certain operating premises under noncancelable leases, expiring at various dates through 2030. Certain of these leases provide for renewal options and/or require the payment of property taxes, insurance, and maintenance. Total rent expense was \$5,105,922 for 2020.

Future minimum rental commitments under all such leases in effect at December 31, 2020, with noncancelable terms in excess of one year, are as follows:

2021	\$ 3,826,535
2022	3,188,174
2023	1,669,633
2024	1,162,382
2025	724,286
Thereafter	1,954,851
	\$ 12,525,861

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

8. Commitments and Contingencies (continued)

In the ordinary course of business, the Company is party to various lawsuits. The Company records a provision for losses related to these claims when the loss is probable of being incurred and the amount can be reasonably estimated. At this time, the Company cannot predict the ultimate outcome of these lawsuits; however, management does not expect the ultimate resolution of these matters to have a material adverse impact on the Company's consolidated financial position or results of operations.

9. Taxes

The Company is included in the consolidated federal U.S. return of TKC Holdings, LLC (Consolidated Taxpayer). The Company will file either stand-alone or as a member of combined/consolidated returns at the state and local level. Both the Company and the Consolidated Taxpayer are currently not under audit with federal tax authorities and the Company does not anticipate any material change from state tax examinations currently in progress. U.S. federal income tax returns for tax years ended December 28, 2017 and after remain subject to examination by the Internal Revenue Service. With few exceptions, the Taxpayer is no longer subject to federal and state income tax examinations for years before December 28, 2017. The Company computes a stand-alone tax provision without regard to benefits of joining a consolidated return.

The components of the income tax provision for 2020 are as follows:

Current income tax provision:		
Federal	\$	4,454,906
State		213,050
Total current income tax provision	\$	<u>4,667,956</u>
Deferred income tax provision:		
Federal	\$	1,226,187
State		138,168
Total deferred income tax provision	\$	<u>1,364,355</u>
Total income tax provision	\$	<u>6,032,311</u>

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

9. Taxes (continued)

Significant components of the Company's deferred tax liabilities and deferred tax assets as of December 31, 2020 are as follows:

Deferred income tax assets:

Intangibles	\$	1,742,777
Inventories		1,192,405
Other accruals/reserves		2,438,851
Tax credits		533,330
Total deferred tax asset	\$	<u>5,907,363</u>

Deferred income tax liabilities:

Tax depreciation in excess of book depreciation	\$	(4,866,725)
Indefinite lived intangibles		(1,777,037)
Goodwill		(5,845,096)
Total deferred tax liability	\$	<u>(12,488,858)</u>

Net deferred tax liability	\$	<u>(6,581,495)</u>
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Management assesses the available positive and negative evidence to estimate whether future sources of taxable income will be generated to permit use of the existing deferred tax assets, and has concluded that it is more likely than not that the results of future operations will generate sufficient taxable income to realize the deferred tax assets.

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

9. Taxes (continued)

The reconciliation of income taxes computed at the U.S. federal statutory tax rate to income tax expense is as follows:

Income before income tax	\$	28,512,198	
Federal statutory rate		21.00%	
Federal tax at statutory rate		<u>5,987,562</u>	
State tax expense, net of federal tax		285,627	1.0%
Rate change		(188,278)	(0.7%)
Other		<u>(52,600)</u>	(0.2%)
Total income tax provision	\$	<u>6,032,311</u>	21.2%

The Company had no provision for uncertain tax positions as of December 31, 2020 and, as such, did not recognize interest and penalties related to unrecognized tax positions during 2020. It is the Company's policy to record interest and penalties related to unrecognized tax positions to income tax expense.

On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was signed into law and contained numerous tax provisions. The following component of the CARES Act legislation had a material impact to the Company:

- Taxpayers were afforded the option to defer payment of payroll tax (social security and Medicare taxes) deposits until 2021 and 2022. The Company elected to defer these payments and has recorded a deferred tax asset related to these payroll taxes in the amount of \$874,539 and a deferred tax benefit in the same amount. These taxes will be payable and deductible in two equal deposits on December 31, 2021 and December 31, 2022.

Keefe Commissary Network, LLC

Notes to Consolidated Financial Statements (continued)

10. Noncontrolling Interests

During 2019, the Company entered into a joint venture arrangement with a third party, All Temps. The joint venture is called Keefe Commissary Network – All Temps. KCN owns 70% and All Temps owns 30%. KCN provides the commissary products and All Temps provides staffing services for the joint venture. Since KCN owns a controlling interest in the joint venture, the results of the joint venture are fully consolidated and amounts attributable to All Temps are recorded as noncontrolling interests on the consolidated statement of income and consolidated statement of member’s investment for the Company for the year ended December 31, 2020.

Each month, a distribution is accrued to the third party for its portion of the revenues less expenses. As of December 31, 2020, there was a distribution payable of \$132,512 within the accounts payable line on the consolidated balance sheet.

Provided to Lexington-Fayette Urban County Government



ADDENDUM #1

RFP Number: #25-2022

Date: April 20, 2022

Subject: Commissary Services for Community Corrections

Address inquiries to:
Todd Slatin
(859) 258-3320
tslatin@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

1. RFP due date has been extended to May 4th, 2022 by 2pm EST.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Keefe Commissary Network

ADDRESS: 13870 Corporate Woods Trail, Bridgeton, MO 63044

SIGNATURE OF BIDDER:





ADDENDUM #2

RFP Number: #25-2022

Date: April 27, 2022

Subject: Commissary Services for Community Corrections

Address inquiries to:
Todd Slatin
(859) 258-3320
tslatin@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

1. RFP due date has been extended to May 11th, 2022 by 2pm EST.

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Keefe Commissary Network

ADDRESS: 13870 Corporate Woods Trail, Bridgeton, MO 63044

SIGNATURE OF BIDDER:





ADDENDUM #3

RFP Number: #25-2022

Date: May 2, 2022

Subject: Commissary Services for Community Corrections

Address inquiries to:
Todd Slatin
(859) 258-3320
tslatin@lexingtonky.gov

TO ALL PROSPECTIVE SUBMITTERS:

Please be advised of the following clarifications to the above referenced RFP:

1. Posting of final Q & A document. See file "RFP #25-2022 Q & A Document.pdf".

Todd Slatin, Director
Division of Central Purchasing

All other terms and conditions of the RFP and specifications are unchanged. This letter should be signed, attached to and become a part of your submittal.

COMPANY NAME: Keefe Commissary Network

ADDRESS: 13870 Corporate Woods Trail, Bridgeton, MO 63044

SIGNATURE OF BIDDER:

