SUBJECT: Commissary Goods & Inmate Trust Fund Accounting Software and Equipment

BID #: ESC-0313-19 **OPEN DATE: 3/13/19**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract –Date of contract execution through September 30, 2022 with three (3) two (2) year renewal options

AGENCY: JSO

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 4 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend the award to Keefe Commissary Network, LLC to authorize the Office of General Counsel to review and process the Agreement for Secure Release Prepaid Debit Card Release. This will allow the Department of Corrections to issue debit cards to inmates upon their release from incarceration. Period of service remains date of contract execution through September 30, 2022 with three (3) two (2) year renewal options. The total expenditure for the initial period remains $300,000.00. The estimated revenue amount for the initial period remains $4,050,000.00 (commission rate: 46.95%).

This Agreement is to be executed by formal contract amendment though the Office of General Counsel.

Attachments: Recommendation Memo, Sample Agreement, Previous Award

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
TARYN MANSER
for GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Tammy Morris, Director of Department of Corrections

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To:	Competitive Sealed Proposal Evaluation Committee (CSPEC)
Thru:	Gregory Pease Chief of Procurement
Thru:	Bill Clement, CPA Chief of Budget
From:	Tammy Morris Director of Department of Corrections
Subject:	ESC-0313-19 Commissary Goods & Inmate Trust Fund Accounting Software and Equipment
Date:	March 10, 2020

We are requesting an administrative award on ESC-0313-19 Commissary Goods & Inmate Trust Fund Accounting Software and Equipment to request the Office of General Council to review and process the Agreement for Secure Release™ Prepaid Debit Card Release agreement with Keefe Commissary Network, LLC. This will allow the Department of Corrections to issue debit cards to inmates upon their release from incarceration. A copy of the Agreement for Secure Release™ Prepaid Debit Card Release is included for your review. We are requesting the formal contract amendment to be executed by the Office of General Counsel to incorporate the agreement into the contract.

Please let me know if you require any additional information. Thank you for your assistance.

Agreement for Secure Release™ Prepaid Debit Card Release

THIS AGREEMENT FOR DISTRIBUTION OF PREPAID DEBIT CARDS ("Agreement") is entered into as of the _____ day of _____, 2020~~1918~~ ("Effective Date") by and between Keefe Commissary Network, L.L.C. d/b/a Access Corrections ("KCN"), located at 10880 Linpage Place, St. Louis Missouri 63132 and _____ ("Client"), located at

_____

WHEREAS, KCN, a solution provider for the correctional market, coordinates inmate trust fund release services for correctional facilities via a third party's provision of prepaid debit cards;

WHEREAS, Client desires to coordinate **Secure Release™** inmate trust fund release services at the above mentioned correctional facility (the "Services") as defined further hereunder;

WHEREAS, Both parties, intending to be legally bound, hereby agree as follows:

1. **Term.** This Agreement shall be effective as of the Effective Date and shall continue for an initial term of three (3) years. Thereafter, this Agreement shall automatically renew for successive terms of one (1) year unless either party provides the other party with written notice of its desire not to renew at least thirty (30) days prior to a scheduled renewal.
2. **Services.** KCN shall provide technical support and coordination for the following release Services for processing inmate trust fund balances to Client inmates at time of release from the Client:

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

   * Additional Release Services may be made available to the Client throughout the term of this Agreement and shall become part of this Agreement with the Client's acceptance. No Release Services shall be implemented without Client approval. Another Card Brand, Issuing Bank or Program Manager may be substituted during the term of this agreement at KCN's discretion and shall not constitute an "Additional Release Service." The Client will be notified in writing of any such change.
3. **Maintenance of Designated Account.** Client agrees to maintain an account at the following bank ("Designated Account") from which funds will be withdrawn by KCN and sent to Cache Valley Bank, which issues the Cards:
   Bank Name:_____
   Bank Address:_____
   Routing Number:_____
   Account Number:_____
   Bank Contact Name and Title:_____
   Bank Contact Phone Number:_____

4. **Authorization to Withdraw Funds from Designated Account.** Client hereby authorizes KCN to withdraw funds from the Designated Account without signature or notice to effect all deductions and other transactions due KCN provided for in this Agreement. KCN shall notify Client if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to KCN. Client shall promptly pay such amount to KCN. KCN will withdraw funds from the Designated Account every business day to cover the funds necessary to issue the Cards.

   This authorization is to remain in full force and effect until KCN has received written notification from Client of its termination in such time and in such manner as to afford KCN and the Bank named above reasonable opportunity to act on it. Client shall give KCN no less than three banking business days

notice if the Designated Account is to be changed so as to allow enough time for KCN to make the necessary system modifications.

5. **Responsibilities of the Client.** All responsibilities of the Client are outlined in the attached "Security Requirements for the Storage of Prepaid Cards", "Exhibit A" of this Agreement. KCN reserves the right to modify "Security Requirements for the Storage of Prepaid Cards", "Exhibit A" of this Agreement. KCN shall notify the Client of any such change in writing.
6. **Representation and Warranty of Client.** Client represents and warrants that it is lawful in its respective jurisdiction of [COUNTY and STATE] to provide the Services as detailed in this Agreement, including, but not limited to, charging the inmates a fee for the Services.
7. **Fees and Charges.** KCN shall charge a fee ~~for its role in setting up the bank account with the bank issuing the Cards and~~ for coordinating third party processing services. "Coordination Fees" are in accordance with the fee structure located in "Exhibit C". All fees shall be assessed to the card holder/inmate.
8. **Taxes.** Each party shall be responsible for calculating, collecting and remitting their own Federal, state and/or local taxes, associated with the release services.
   ***Taxes should not be levied on the issuance of a Card unless Client's laws dictate such.**
9. **Equipment.** Upon expiration or termination of this Agreement, Client agrees that all equipment and materials remain the property of KCN and upon expiration or termination of this Agreement KCN agrees to promptly remove all equipment and materials from the above mentioned Client. Client shall be responsible for any unusual wear and tear, lost or stolen equipment as well as any lost, stolen or improperly funded Cards during the term of this Agreement as per "Exhibit A" of this Agreement.
10. **Confidentiality.** KCN agrees to keep all information about inmates confidential and to make no disclosure thereof to any third party, except as may otherwise be required by law. KCN agrees to give Client prompt notice of any such disclosure.
11. **Exclusivity.** Client acknowledges that based on this Agreement, KCN has the sole and exclusive right and authority to provide the services contemplated by this Agreement for all inmate accounts under the Client's control and Client shall not, throughout the term of the Agreement, engage the services of any other company to provide such services.
12. **Compliance.** KCN and the Client shall comply with all laws, orders, rules and regulations applicable to it that are associated with the performance of its duties and obligations under this Agreement and as stated in "Exhibit A and Exhibit B" of this Agreement.
13. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri.
14. **Fiduciary Responsibility.** Client agrees that it shall, to the full extent allowed by law, assume all liability for any Client related job functions that lead to discrepancies/deficiencies associated with any funding, Card loss, improper storage, etc. expressly attributed to the loading, inventorying and distribution of the Cards to the Client inmates.
15. **Indemnification.** Each party shall indemnify and hold the officers, directors, agents, employees, representatives, subsidiaries, parent company, affiliates, and customers harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.
16. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
17. **Termination.** In the event that either party believes that the other party has materially breached any obligations under this Agreement, or if either party believes that the other party has exceeded the scope of the Agreement, such party shall so notify the breaching party in writing. The breaching party shall have 30 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party

in writing that cure has been effected. If the breach is not cured within the 30 days, the non-breaching party shall have the right to terminate the Agreement without further notice. KCN reserves the right to terminate this Agreement if the Client, or its representatives' actions, breech the Clients responsibilities listed in this Agreement including all Attachments and Exhibits.

18. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.
19. **Assignment.** This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors of interest, except that Client may not assign this Agreement to any person or entity without the written consent of KCN.
20. **Notices.** All notices given pursuant to this Agreement shall be in writing and may be hand delivered, or shall be deemed received within 10 days after mailing if sent by registered or certified mail, return receipt requested. If any notice is sent by facsimile or email, confirmation copies must be sent by mail or hand delivery to the addresses listed above.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective, duly authorized representatives as of the date first above written.

Keefe Commissary Network, L.L.C.	*Client*
SIGNATURE: _____	SIGNATURE: _____
PRINT NAME: _____	PRINT NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

Exhibit A
Security Requirements for the Storage of Prepaid Cards

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

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

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

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

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

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

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

Alternatively, the location may destroy any defective or damaged card and certify its destruction by maintaining a detailed inventory log, and destroying the cards using a cross cut shredder that creates pieces no larger than ¼ " by ½" in size. A certified report of destruction outlined in Exhibit B, attached hereto and incorporated herein by this reference must be submitted to Rapid on a monthly cycle even if no cards were destroyed in that period.

The remainder of this page intentionally left blank.

Exhibit B
Certificate of Destruction of Defective or Damaged Cards

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

Destruction Date (mmddyyyy)	Card Number	Expiration	Name (first, last)	Signature

Exhibit C

Inmate Release Card Program Fees

Cardholder Fees Associated with the Inmate Release Program

	Charge
Card Activation Fee	FREE
Support Calls Fee	FREE
PIN Change Fee	FREE
Point of Sale (POS) Transactions (PIN & Signature)	FREE
Cash Back Option with POS purchase	FREE
POS Declines	FREE
Card to Bank ACH Transfer****	FREE
Cash Out at any Principal MasterCard Member Institution	FREE
Weekly Maintenance Fee*	$2.50
ATM Account Inquiry Fee	$1.50
Inactivity Fee**	$2.50~~FREE~~
Domestic ATM Fees***	$2.95
ATM Decline for Non-Sufficient Funds Fee	$2.95
International ATM Fees***	$3.95
ATM Decline International Fee	$3.95
Replacement of lost or stolen card	$2.99
Account Closure Fee/Request for Balance by Check	FREE

*- After 3 days / 72 hours of the card being validated (used for a transaction) the card starts incurring weekly maintenance fees to cover the cost of the FDIC insured account. Once the card has been validated the inactivity fees no longer apply. Both fees will never be charged together.

**Fee begins 100 calendar days after the card is issued and then every 7 days thereafter, even if the card is not validated. If card is validated, this fee will not be charged. ~~After 3 days / 72 hours of issuance the card starts incurring weekly maintenance fees to cover the cost of the FDIC insured account.~~

~~**After 90 days of no activity.~~

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

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

*****Cardholder fees are subject to change. Thirty (30) day prior written notice of a change in fees will be given. The changes will be posted on the Card website at www.accessfreedomcard.com. You will be deemed to have proper notice thirty days (30) after the amendments are posted.

Customer Service / Servicio Al Clients:
Toll Free from U.S.A. – (888) 609-0008

www.accessfreedomcard.com

SUBJECT: Commissary Goods & Inmate Trust Fund Accounting Software and Equipment

BID #: ESC-0313-19 **OPEN DATE: 3/13/19**

COMPETITIVE SEALED PROPOSAL EVALUATION COMMITTEE

KIND AND BASIS OF CONTRACT: Service Contract –Date of contract execution through September 30, 2022 with three (3) two (2) year renewal options

AGENCY: JSO

BASIS OF AWARD: Highest Scoring Bidder Based on Evaluation Criteria

NUMBER OF BIDS INVITED: 4 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the highest scoring bidder, Keefe Commissary Network LLC. Period of service is from date of contract execution through September 30, 2022 with three (3) two (2) year renewal options. The total expenditure for the initial period is $300,000.00. The estimated revenue amount for the initial period is $4,050,000.00 (commission rate: 46.95%).

Keefe Commissary Network LLC	97.67	1
Aramark Correctional Services	90.29	2
Oasis Commissary Services	70.70	3

This award is to be funded by account: SHCO64AIW-TRSH09-04904 to be executed by contract through Office of General Counsel.

Attachments: Recommendation Memo, Tabulation and Scoring Sheets and Evaluation Criteria

ANALYST: Annette Burney RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Bill Clement, Chief of Budget, Jacksonville Sheriff's Office

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF CSPEC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 5 MEMBERS DISAPPROVING Ø DATE: 5/09/19

OTHER:

ACTION OF AWARDING AUTHORITY DATE 5/9/19

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
~~Chief Administrative Officer~~
For: Mayor Lenny Curry
~~Under Authority of~~
Executive Order No 2015-05