

ORIGINAL

Technical Proposal

BUYER: Keefe Commissary Network, L.L.C.

SOLICITATION NO.: COR61609

BID OPENING DATE: April 10, 2014

BID OPENING TIME: 1:30pm

FAX NUMBER: 440.572.5383



04/14/14 09:51:40AM West Virginia Purchasing Division

Keefe Commissary Network 21848 Commerce Parkway Strongsville, OH 44149 800.541.1700 Attn: **Tim Nichols**

Submitted April 8, 2014, to:

West Virginia Division of Corrections

Department of Administration, Purchasing Division
2019 Washington Street East

Charleston, WV 25305-0130



April 8, 2014

West Virginia Division of Corrections
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Re: Request for Proposal #COR61609 for Inmate Banking Services

Keefe Commissary Network, L.L.C. would like to thank the West Virginia Division of Corrections for the opportunity to submit a response to *Request for Proposal #COR61609* for *Inmate Banking Services*. We exceed all requirements and accept all contract terms contained therein. We feel we are providing the best proposal and solution for the Agency based upon:

- Experience Keefe serves the largest number of correctional customers with this service
- Established Program Keefe processes over 3.3 million transactions per year at thirteen (13) State DOCs, encompassing over 630,000 inmates
- Long Time Agency Partner Keefe has enjoyed a longstanding partnership with the Agency
- Transmitter License Keefe is fully licensed to transmit money in the State of West Virginia

Please see below for requested Title Page information:

RFP Subject:

Inmate Banking Services

RFP Number:

COR61609

Vendor Name:

Keefe Commissary Network, L.L.C.

Address:

21848 Commerce Parkway

Strongsville, OH 44149

Phone:

800.541.1700

Fax:

440.572.5383

Contact:

Jerome Anderson, Regional Manager

Email:

janderson@keefegroup.com

We focus every day on achieving the highest standards of quality, integrity and accountability in our business and we are the candidate best suited to exceed your expectations.

Thank you for consideration of our company, and we look forward to presenting our plan for continuing a successful partnership.

Sincerely,

Tim Niche

Regional Vice President





TABLE OF CONTENTS

| Tab 1 | Title Page |
|-----------|---|
| Tab 2 | Table of Contents |
| Tab 3 | Vendor Response Sheet |
| Tab 4 | Mandatory Specification Checklist |
| | |
| Exhibit A | General Terms and Conditions |
| Exhibit B | Addendum Acknowledgement Forms |
| Exhibit C | Insurance/Licensing |
| Exhibit D | Purchasing Affidavit |
| Exhibit E | Sample Reports |
| Exhibit F | Fraud Detection & Prevention - CONFIDENTIAL |







Attachment A: Vendor Response Sheet

Provide a response regarding the following: firm and staff qualifications and experience in completing similar projects; references; copies of any staff certifications or degrees applicable to this project; proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.

Keefe is well experienced in handling a large volume of probation payments as well as trust fund deposits and money orders for the correctional market. Keefe currently processes over 3.3 million transactions per year while providing this service to over 275 County facilities and thirteen (13) State Department of Corrections encompassing over 630,000 inmates. We have been providing this service for over 6 years.

Keefe also provides our debit card release program at *over 90* correctional facilities encompassing over 50,000 inmates issuing over 11,000 debit cards per month. We have been providing our debit card program for over 4 years. *We currently provide our Permanent Release Debit Cards and Work Release Debit Cards to the Alabama Department of Corrections.* We also provide our Permanent Release Debit Cards to such large county facilities as Dallas County, TX; Riverside Regional, VA; St. Louis County, MO and Essex County, MA.

Keefe is the leading provider of inmate automated services to the correctional market. We can confidently state that we have significantly more experience than any other company when it comes to providing technologies and payment solutions for the correctional market.

Company Overview

Keefe Group is comprised of Keefe Supply Company, Keefe Commissary Network, Access Securepak, Access Corrections, ICSolutions and Advanced Technologies Group.















In 1975, *Keefe Supply Company* entered the correctional market by supplying single-serve coffee packets to a Florida prison. Keefe understood the need for improvement in correctional product offerings and pioneered the packaging evolution of products sold through correctional commissaries. Keefe began packaging instant coffee and drink mixes in sealed paper pouches and was the first to offer pouch-packaged seafood, eliminating the security threat associated with metal and glass containers.



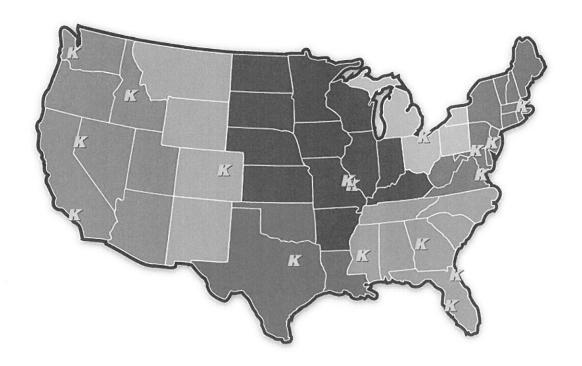


Keefe is the only commissary provider to maintain its own packaging facility completely devoted to packaging products for the correctional market. Keefe's 100,000 square foot state-of-the-art packaging plant produces over *sixty (60) million* pouches of product annually. Some of these pouch products include:

*Maxwell House** coffee, Velveeta** Macaroni & Cheese, Keefe 100% Colombian Coffee, E.Z. Digby's** candy, Cactus Annie's* chips and snacks, Keefe Kitchens* rice* and much more.



Keefe currently has *seventeen (17) distribution centers* totaling 1,439,000 square feet, shipping over 25 million pounds of inventory per month and carrying over \$80 million in inventory daily. Should a service disruption occur at our Ohio facility, all WVDOC orders will be fulfilled at one of our *sixteen (16)* other distribution centers, guaranteeing *on-time commissary delivery*.









Keefe Commissary Network (KCN) was established in 1993 to provide outsourced/ privatized commissary service to prisons and jails nationwide. KCN was a direct result of listening to the changing needs of our customers and quickly became the largest supplier of privatized commissary operations in the nation. KCN writes and supports all of their own software and provides live technical customer service 24/7/365. KCN is currently contracted with 786 correctional facilities totaling over 535,000 inmates nationwide, and provides commissary service to twelve (12) of the fourteen (14) privatized DOC's (AZ, FL, ID, ME, MD, MA, MS, RI, VT, VA, WV and WI).

Access Securepak, the most comprehensive custom package program in the correctional industry, conducted its first family-ordered inmate package program for the North Carolina DOC in 1997, offering a better alternative than family and friends sending packages directly to the facilities. Securepak allows friends and family to order packages from a facility-approved menu via toll-free number, secure website, mail or fax. Our proprietary software processes orders and enforces facility product, inmate status, package weight, spending and/or order frequency limits. All orders are fulfilled in our secure processing centers, eliminating contraband and greatly reducing the time and labor required to process packages. Currently, Access Securepak has over 125 individual active programs spanning the entire country, and is the exclusive provider to eighteen (18) statewide DOC's.

Access Corrections was formed in 2006 in response to the growing technology offerings of KCN. Access Corrections is committed to developing cutting-edge services and technologies to make the corrections industry more efficient and secure. We're leading the way on many fronts by streamlining how correctional facilities manage and process the flow of information, financial transactions and entertainment for inmates and their families. Access Corrections services include: inmate deposits, electronic mail, photo mail, MP3 program, debit release cards, video visitation and Data Detective software. Access Corrections is contracted with many states including *fourteen (14) DOC's* for MP3 Music, *twelve (12) DOC's* for Deposit Services and *six (6) DOC's* for electronic messaging.

Inmate Calling Solutions (ICSolutions) has been a leading provider of innovative telecommunications products and technologies since 2002. To date, ICSolutions serves over 185,000 inmates in over 200 correctional facilities nationwide, and is deployed at six (6) statewide DOC's. ICSolutions live technical support services are available 24/7/365. ICSolutions also provides free software upgrades to all clients, ensuring they always have the most current technology and features available.

Advanced Technologies Group (ATG) develops and supports customizable software solutions designed to support all aspects of managing offenders including: case management, electronic health records, pharmacy administration, offender funds administration, commissary operations, food service, inmate enablement (MP3, secure inmate email, electronic grievance communication, etc.), telephone services and intelligence and investigation solutions. Founded in 1991, ATG works as one with state and federal correctional agencies to operate more efficiently, as well as, help offenders become more self-reliant and better prepared to reintegrate into society. ATG's software solutions have been chosen by the Federal Bureau of Prisons and Department of Corrections in California, lowa, Minnesota, Nevada, North Carolina and Oklahoma.







Experience & References

Keefe is well experienced in handling a large volume of probation payments as well as trust fund deposits and money orders for the correctional market. Keefe currently processes over 3.3 million transactions per year while providing this service to over 275 county facilities and thirteen (13) State Department of Corrections encompassing over 630,000 inmates. We have been providing this service for over 6 years.

Keefe also provides our debit card release program at *over 90* correctional facilities encompassing over 50,000 inmates issuing over 11,000 debit cards per month. We have been providing our debit card program for over 4 years. We currently provide this service to such large county facilities as Dallas County, TX; Riverside Regional, VA; St. Louis County, MO and Essex County, MA. We are also providing the debit release program for the Alabama Department of Corrections.

Please see the following pages, 3-5 through 3-8 for our references and experience completing similar projects.









Alabama Department of Corrections

(25,000 Inmates)

Keefe's Responsibilities:

Deposit Services

Debit Card Services (Permanent Release and Work Release)

AL DOC Reference Information

Contact:

Robert Brantley, Assistant Account Director

Telephone:

334-353-5561

Email:

Robert.Brantley@doc.alabama.gov

AL DOC Project Description

Keefe is the primary contractor for each of the services listed above. Please see **below** for a project description of each service Keefe provides to the AL DOC:

Deposit Services

Project Start Date: December 1, 2012

Keefe's Responsibilities: Provide family and friends the ability to deposit funds to inmate accounts via the phone, web, walk-in and lockbox services. Keefe guarantees all funds deposited and is responsible for ongoing support and training.

Project Description: In November 2012, Keefe began providing phone, web, walk-in and lockbox Deposit Services to the AL DOC. Keefe is responsible for and guarantees all funds deposited to the inmate's account. Keefe provides this service at NO COST to the DOC.

Debit Card Services

Project Start Date: December 1, 2012

Keefe's Responsibilities: Provide Inmate Debit Cards for issue inmates' funds upon release and for use at the inmate work release/community work centers. Funds are immediately available to the inmate upon card issuance. Keefe is responsible for ongoing support and training.

Project Description: In December 2012, Keefe began providing Inmate Debit Cards to the AL DOC. Keefe provides this service at NO COST to the DOC.









Mississippi Department of Corrections

(16,000 Inmates)

Keefe's Responsibilities:

MP3 Music Program
Deposit Services
Electronic Messaging
Outsourced Commissary

MS DOC Reference Information

Contact:

Dell Lemley, Director of Fiscal Affairs

Telephone:

601-359-5625

Email:

dlemley@mdoc.state.ms.us

MS DOC Project Description

Keefe is the primary contractor for each of the services listed above. Please see **below** for a project description of each service Keefe provides to the MS DOC:

Deposit Services

Project Start Date: January 5, 2009

Keefe's Responsibilities: Provide family and friends the ability to deposit funds to inmate accounts via the phone and web. Keefe guarantees all funds deposited and is responsible for ongoing support and training. **Project Description:** In January 2009, Keefe began providing phone and web Deposit Services to the MS DOC. Keefe is responsible for and guarantees all funds deposited to the inmate's account. Keefe provides this service at NO COST to the DOC.

Electronic Messaging

Project Start Date: September 1, 2009

Keefe's Responsibilities: Provide a secure messaging program that allows family and friends to communicate with inmates. Keefe is responsible for all supplies (printers, toner, and paper) as well as ongoing support. **Project Description:** In September 2009, Keefe began providing Secure Mail Services to the MS DOC. This service allows family and friends to send electronic messages to inmates via our secure website. Once approved by DOC staff, the message is printed and delivered to the inmate. Keefe provides all materials and support at NO COST to the DOC.







MP3 Music Program

Project Start Date: April 1, 2010

Keefe's Responsibilities: Provide a secure method by which inmates can browse, select and download digital content to MP3 players purchased through the commissary. Provide training to DOC staff on program. Install and support our own private satellite delivery system which includes satellite equipment, Music Wardens (kiosks), and necessary network bandwidth.

Project Description: In April 2010, Keefe began providing Secure Media Services to the MS DOC. This service allows inmates to purchase MP3 players through the commissary, select any of the pre-loaded titles they want to purchases and sync them at one of the Music Wardens (kiosks) installed at each DOC facility. The inmates account is then charged for their purchases and the music is downloaded to the MP3 player.

Outsourced Commissary Services

Project Start Date: March 1, 2008

Keefe's Responsibilities: Provide outsourced commissary services to all eight major state facilities **Project Description:** In March of 2008 Keefe started fulfilling the MS DOC commissary contract. Keefe is responsible for commissary operations at all eight major state facilities, maintaining both on and off-site employees. Scanning equipment and software was installed at each facility for order entry. Keefe has a 17,000 square-foot warehouse in Pearl, MS which services all of the MS DOC facilities. Orders are received on a weekly basis at the Keefe warehouse where they are filled, bagged and delivered within the negotiated timeframe. Keefe has two dedicated trucks that deliver to each of the MS DOC facilities once a week assuring accurate and on-time deliveries. The delivery range for these MS DOC facilities is anywhere from 5 to 200 miles.







Oregon Department of Corrections

(14,000 Inmates)

Keefe's Responsibilities:

MP3 Music Program
Deposit Services
Electronic Messaging

OR DOC Reference Information

Contact:

Bob Culp, Trust Fund Manager

Telephone:

503-373-5872

Email:

Bob.A.Culp@doc.state.or.us

OR DOC Project Description

Keefe is the primary contractor for each of the services listed above. Please see **below** for a project description of each service Keefe provides to the OR DOC:

Deposit Services

Project Start Date: April 1, 2011

Keefe's Responsibilities: Provide family and friends the ability to deposit funds to inmate accounts via the phone and web. Keefe guarantees all funds deposited and is responsible for ongoing support and training. **Project Description:** In April 2011, Keefe began providing phone and web Deposit Services to the OR DOC. Keefe is responsible for and guarantees all funds deposited to the inmate's account. Keefe provides this service at NO COST to the DOC.

Electronic Messaging

Project Start Date: November 1, 2012

Keefe's Responsibilities: Provide a secure messaging program that allows family and friends to communicate with inmates. Keefe provides message delivery to the MP3 Players as well as kiosks along with print and deliver. **Project Description:** In November 2012, Keefe began providing Secure Mail Services to the OR DOC. This service allows family and friends to send electronic messages to inmates via our secure website. Once approved by DOC staff, the message is printed and delivered to the inmate or delivered to the inmate's MP3 player or to the kiosk. Keefe provides all materials and support at NO COST to the DOC.







MP3 Music Program

Project Start Date: October 1, 2012

Keefe's Responsibilities: Provide a secure method by which inmates can browse, select and download digital content to MP3 players purchased through the commissary. Provide training to DOC staff on program. Install and support our own private satellite delivery system which includes satellite equipment, Music Wardens (kiosks), and necessary network bandwidth.

Project Description: In October 2012, Keefe began providing Secure Media Services to the OR DOC. This service allows inmates to purchase MP3 players through the commissary, select any of the pre-loaded titles they want to purchases and sync them at one of the Music Kiosks installed at each DOC facility. The inmates account is then charged for their purchases and the music is downloaded to the MP3 player.







Proposed Staffing Plan & Management Approach

Keefe currently has *thirteen (13)* in-house Software Developers, *twenty-six (26)* Purchasing Department employees, *sixty-five (65)* Technical Support staff members, *seven (7)* Product Development team members, *ninety-six (96)* Customer Service representatives and executive management located at our corporate office in St. Louis, Missouri who will assist on various levels of this project.

PERSONNEL

John Puricelli

Executive Vice President/General Manager, Keefe Commissary Network – 15 years

John joined Keefe Group in 1997 as KCN's Business Manager. In John's over 15 years of service, he has also held the positions of KCN's Vice President and Controller and headed up the Access Securepak business as Vice President and General Manager before returning to KCN as Chief Operating Officer.

John has been involved in every component of KCN's growth by establishing policies and procedures to standardize KCN's industry leading operations, introducing new technologies and focusing on customer service.

Today, John leads the entire KCN operation as Executive Vice President and General Manager and is responsible for overseeing: sales, technical development, operations, customer support and over 1,500 employees nationwide.

Tim Nichols

Regional Vice President, Ohio Region – 22 years

Tim began with Keefe Group in 1991 as Warehouse Manager overseeing warehouse operations, quality control, employee training and negotiations with warehouse vendors. From 1994 to 2006, Tim held the roles of Account Manager and Senior Account Manager and was responsible for assisting the sales staff, training staff, maintaining customer relationships, managing a sales territory, meeting forecasted goals and the enhancement of sales efficiency and performance.

In 2007, Tim was promoted to his current position of Regional Vice President and is responsible for the oversight of a 100,000 square foot warehouse, 126 employees, maintaining customer relationships and managing the overall operations and financials for the Cleveland Distribution Center.

Mike Manning

Vice President/ Access Corrections – 10 years Bachelor of Arts – Marketing, University of Central Florida, 1994

Mike joined the Centric Group in 2003 with our sister company, TRG, as Vice President of Sales. With over 18 years of Consumer Goods and Industry experience, Mike managed two major product lines for TRG before moving over to Keefe Group as the Vice President of Access Corrections in 2009.







In his current role as Vice President of Access Corrections, Mike has provided oversight for our Secure Banking Operations, Investigation Team, Anti-Money Laundering compliance, Secure Mail™, Secure Photo and MP4 program, as well as, oversight at the Master Project level and acts as the escalation point for Department directorship. See below for a list of current DOCs that utilize the same services as requested in this RFP. Mike has provided and continues to provide oversight at the Master Project level for the following:

Secure Deposit Services

- 1. Alabama DOC November 2012 Present
- 2. California DOC January 2008 Present
- 3. Georgia DOC July 2009 Present
- 4. Idaho DOC (Pre-Sentence Payments) September 2011 Present
- 5. Iowa DOC August 2013 Present
- 6. Kansas DOC December 2010 Present
- 7. Mississippi DOC January 2009 Present
- 8. Missouri DOC July 2009 Present
- 9. Oklahoma DOC August 2012 Present
- 10. Oregon DOC April 2011 Present
- 11. Rhode Island DOC June 2011 Present
- 12. Utah DOC November 2009 Present
- 13. Vermont DOC November 2010 Present

Todd Morton

Account Manager, Access Corrections – 1.5 years Bachelor of Arts – Public Relations, William Jewell College, 1999

Todd has over 25 years of successful, diversified sales experience including over 2 years of international sales and management experience in Asia Pacific. Todd joined the Centric Group in 2002 with our sister company TRG, as Regional Manager of Corporate Markets where he was responsible for the sales and marketing of four product lines across 14 states. After a few years away from Centric Group, he joined the Access Corrections division of Keefe Group in October 2012 as the Account Manager for the Ohio, Texas and Midwest regions.

Todd handles the daily account management of the Access Corrections' product portfolio; Secure Media, Secure Mail, Secure Photo and Secure Deposits. In addition, Todd has played an instrumental role in the implementation and roll out of many state-wide DOC programs including 3 Secure Media programs, 2 Secure Messaging programs and 2 Secure Deposit programs. State DOC programs with services the same as those included in this RFP that Todd has daily account management responsibility for:

Secure Deposit Services

- Missouri DOC Service Dates = July 2009 Present
- Kansas DOC Service Dates = December 2010 Present
- Oklahoma DOC Service Dates = August 2012 Present
- Iowa DOC Service Dates = August 2013 Present







John Vitale

Vice President/Technical Services – 25 Years Masters of Accounting – University of Missouri, St. Louis, 1996

John began his career at parent company, Enterprise Holdings, in 1988 where he managed PC systems activity. In 1995, he moved to KCN and eventually headed up the technology division as Vice President of Technical Services.

John is one of the original architects of KCN's KeepTrak software system. He also, led the Technical Services division through major upgrades and rollouts of KCN software systems. He established customer support to over 500 accounts, including Call Center and Project Management, which has responsibilities for over 1,500,000 inmate orders per month.

Currently, John provides consulting services throughout the technology area, specializing in large-scale implementations and teaming with customers, business partners and staff in areas relating to hosting, statewide deployments and software strategies.

For over 20 years, John has been providing these services to the corrections industry: Oversight of Master Project leadership, infrastructure and Central Production Services, Quality Assurance, Implementation and Ongoing Support. He has been involved in MP3 startups as well as ongoing support at Keefe's eleven (11) statewide DOC programs, twelve (12) statewide deposit programs and our electronic messaging programs.

Tricia Boucher

Director/Technical Services – 14 years
Bachelor of Arts – Business Management, University of Missouri, 1996
Electronics Engineering Degree – ITT Technical Institute, 1999

Tricia began her career with Keefe Group in 1999 as a Technical Coordinator for Keefe Commissary Network. For several years, she traveled the country meeting customers, installing systems, training and assisting facility staff and providing help desk project support.

In her current role as Director of Technical Services, she manages a staff of project analysts and technical coordinators who resolve complex software and hardware issues for both in-house and on-site field projects. The Project Management, Systems Engineering, and Customer Support teams all report to Tricia.

Tricia also interacts between deployment, project and support staff throughout the initial phases of a project and on an ongoing support basis. She has been heavily involved in overseeing these serves for all of Keefe's statewide DOC MP3 programs.







John Shoemake

Business Manager, Access Corrections – 5 Years
Bachelor of Science with a degree in accounting – Missouri State University

John has been a member of Access Corrections management team for five years and developed the successful design, implementation and management of our federal and state money transmitting compliance and suspicious activity investigating practices. Our efforts at investigating, preventing and reporting suspicious activity have assisted facilities in finding stolen cell phones, credit cards and stolen personal identification information in the possession of inmates.

Experience

Ten years in public accounting as staff, senior and manager for audits of both public and private organizations, tax preparation and compliance, special investigations, accounting, planning and budgeting, design of effective accounting policies and procedures. Twelve years as controller and/or operations manager for private companies. Five years as business manager at Access Corrections. Extended involvement in financial management including design of accounting systems, policies and procedures, contract management, primary contact for professional services, financial reporting, long-term debt compliance, human resource and employee benefit plan management, and treasury functions.

Responsibilities

Compliance and investigations – July 2010 to current

- General oversight of all compliance and Fraud control efforts.
- Planning, design and management of a successful program for federal and state compliance processes and procedures related to money transmitting.
- Member of company anti-money laundering compliance committee.
- Plan, design and modify our compliance and investigations to meet requirements of federal and state laws, correctional facilities and to assist with federal, state, local and correctional facilities criminal investigations.
- Investigation, review, approval of deposit transaction information and submission of Suspicious Activity Reports to Department of Treasury for suspicious transactions as needed.
- Review and consultation for transactions involving depositors or inmates listed in the federal governments Specifically Designated Nationals list issued by the Office of Foreign Assets Control.
- Consultation and review of all information being submitted in response to subpoena.
- Design and submission of reports used by correctional facilities needed for their investigations of deposit and email transactions.







Kevin Patton

Supervisor of Investigation and Compliance, Access Corrections – 2 Years Bachelor of Science-Business Administration Finance

Kevin joined Access Corrections in 2011 as the Special Programs Accountant. In both that capacity and his current role as Supervisor of Investigation and Compliance he helps ensure Access' compliance with Money Transmitter statutes. This includes monitoring transactions made originating from to public to inmates via our systems for any implications to the U.S. Treasury Department's Financial Crimes Enforcement Network (FinCEN) and Office of Foreign Assets Control (OFAC). Access Corrections uses both its own proprietary investigative software as well as leading industry software to ensure compliance with FinCEN and OFAC and provide reporting of suspect transactions to our correctional facility customers.

Kevin also acts as a liaison with correctional facility personnel as well as law enforcement regarding suspicious transactions being made through Keefe to inmates. He assists with law enforcement investigations by verifying depositor identities, establishing relationships between depositors and inmates, analyzing transaction patterns, etc. He also uses this information to prepare Transmitter reports such as Suspicious Activity Reports as needed for submission to FinCEN and OFAC.

Jerome Anderson

KCN Regional Manager – 8 years

Jerome began his career at parent company, Enterprise, in 2005 and joined Keefe Group in 2009 as an Account Manager. Over the past four years he has traveled throughout the region managing accounts and maintaining customer relationships.

In his current role as KCN Regional Manager, Jerome is responsible for managing new account start-ups and scheduling, driving KCN business in the region, the implementation of training to staff on KCN services and managing the daily operations and employees.

Eric Sowers

Account Manager – 13 years

Eric began his career with Keefe Group in 2001 after working for our parent company nearly two years. In his time at Keefe, Eric has provided oversight on all state, county and Federal prisons and jails in Western Pennsylvania, Northern Ohio and Western New York. In 2012 Eric was given the responsibility of managing the West Virginia DOC commissary contract.

Currently, he is responsible for managing, selling and implementing a wide variety of products and services to current and prospective Keefe Group customers. Over the years Eric has been directly responsible for many commissary startups including Allegheny County Jail (PA), PA State DOC facilities, Eric County (NY) and GEO Moshannon Valley (PA).







Project Goals & Objectives

List project goals and objectives contained in Section 4, Subsection 4:

Section 4:

4.1 To provide the services outlines in this RFP at reasonable and market competitive transaction fees, while reducing Agency's administrative and processing costs.

Vendor Response:

Keefe understands and will adhere. Keefe proposes to offer its Secure Deposits[™], Secure Payments[™] and Secure Release[™] services at <u>no cost</u> to the Agency. Keefe's proposed services, technology and equipment provide a turnkey system that exceeds the requirements of the Agency as outlined in the RFP.

Keefe is well experienced in handling a large volume of trust fund deposits as well as Court Ordered Payments for the correctional market. Keefe currently processes over *3.3 million transactions* per year while providing this service to over 275 County facilities and *thirteen (13)* State Department of Corrections encompassing over 630,000 inmates.

Keefe's **Secure Deposits™** and **Secure Payment™** services allow for a quick, efficient and easy to access option of sending funds to offenders incarcerated within the Agency or for parolees to make payments. Our system allows deposits/payments to be made: using credit or debit cards via our 24/7 toll-free friendly customer service agents, our easy to use Access Corrections website, with cash at one of our lobby kiosks, at one of our nationwide network of walk-in payment locations or via money orders with our lockbox service.

Keefe currently has over 300 Lobby Kiosks deployed in correctional facilities across the country. A designated technician will monitor each kiosk utilizing our management software. This management software sets Keefe apart from our competitors as it enables our staff to monitor each kiosk with alerts. Alerts we receive encompass all operations allowed by the kiosk. This guarantees that Keefe's deposit kiosks are managed as efficiently as possible. The kiosk will accept deposits via cash or credit/debit cards. Each kiosk also has the ability to take a photo of each depositor for potential investigative purposes.

Keefe will also provide service to handle the removal of the cash in the kiosks as well as any needed kiosk maintenance. The cash will be removed on a scheduled basis which is usually weekly. The cash will then be counted and reconciled to the cash receipt total printed by the kiosk. Once reconciled, the cash will then be deposited to Keefe's account at Bank of America. Funds will then be sent via ACH to the Agency bank account the next business day. Keefe guarantees all funds deposited through our services.







Keefe's Access Freedom debit release card will be provided to the Agency at no cost. The debit card is MasterCard logoed 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 (initial PIN code is the last four digits of the card). There are no extra steps required to activate the card. This provides the cardholder with immediate access to their funds. Additionally, Keefe's Access Freedom Debit Card provider, Rapid Financial Services, is currently fully integrated with Tech Friends Banking software allowing the Agency to load and re-load debit cards directly through their banking software without having to go to a separate web portal.

Cardholder Benefits:

- Immediately activated at the time the funds are loaded on the card
- FREE Point of Sale purchases
- FREE Cash Back Option with Point of Sale purchase
- FREE Card to Bank ACH Transfer
- FREE Cash Out Option when visiting any Principal MasterCard Member Institution

Keefe is also committed to the highest standards of anti-money laundering compliance and requires management and employees to adhere to these standards. It is the policy of Keefe to actively prevent money laundering and any activity that facilitates the funding of terrorist or criminal activities by complying with all the applicable laws and regulations, including, but not limited to, the Bank Secrecy Act (BSA), Office of Foreign Asset Control (OFAC) and USA PATRIOT Act.

Companies engaging in the business of money transmission in the State of West Virginia are required by law to possess a Money Transmitter License. Keefe has met the requirements of law and is licensed to engage in the business of money transmission within the State of West Virginia.

4.2 To pay a commission rate to the Agency that will be deposited into the Inmate Benefit Fund, a fund providing additional benefits to the inmate population that are not mandated by law. The commission rate quoted by the Vendor will not be included in the bid evaluation process.

Vendor Response:

Keefe understands and will adhere. Keefe agrees to provide a commission to the Agency on the revenue generated on these services. However, Keefe wanted to provide its lowest fees possible and allow the Agency to determine what commission they desired to receive. Because of this, any commission the Agency wishes to receive on these services would be added on top of Keefe's proposed rates.







Attachment B: Mandatory Specification Checklist

Keefe proposes to offer its Secure Deposits[™], Secure Payments[™] and Secure Release[™] services at <u>no cost</u> to the Agency. Keefe's proposed services, technology and equipment provide a turnkey system that exceeds the requirements of the Agency as outlined in the RFP.

Keefe is well experienced in handling a large volume of trust fund deposits as well as Court Ordered Payments for the correctional market. Keefe currently processes over *3.3 million transactions* per year while providing this service to over 275 county facilities and 13 State Department of Corrections, encompassing over 630,000 inmates.

Keefe also provides our debit card release program at over 90 correctional facilities encompassing over 50,000 inmates issuing over 11,000 debit cards per month. We have been providing our debit card program for over 4 years. We currently provide this service to such large county facilities as Dallas County, TX; Riverside Regional, VA; St. Louis County, MO and Essex County, MA. We are also providing the debit release program for the Alabama Department of Corrections.

List mandatory specifications contained in Section 4, Subsection .5:

Section 4, Subsection 5.1: Web Portal Deposits

Keefe's **Secure Deposits™** service will provide family and friends a quick, efficient and easy to access option of sending funds to offenders incarcerated within the Agency. Our system allows deposits to be made: using credit or debit cards via our **24/7** toll-free friendly customer service agents, our easy to use Access Corrections website, with cash at one of our lobby kiosks, at one of our nationwide network of walk-in payment locations or via money orders with our lockbox service.

Online Deposits/Payments

In order to allow family and friends to make deposits or parolees/probationers to make payments online, Keefe operates a secure website **24/7/365**. Users can visit our website at **www.accesscorrections.com** and setup an account. All that is required to set up an account is an email address and a personal password. If a user does not currently have an email account, the website will direct them to a free email provider such as Yahoo or Hotmail in order to create an email account. Once they have completed this process, they can log onto the secure website. Users have the following functions available to them:

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







Phone Deposits/Payments

Keefe offers a **24/7** toll free phone number for friends and family to deposit funds or parolees/probationers to make payments using their MasterCard or Visa debit/credit card into an inmate's account. Our bilingual (English & Spanish) Customer Service Representatives ("CSRs") collect all account holder information that is required to gain approval for the use of the credit card.

Keefe has *ninety-six (96)* in-house CSRs 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. 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.

We have two separate and independent call centers which operate daily as backup and disaster recovery. Should one call center experience technical difficulties, all calls would automatically route to the other call center to continue providing uninterrupted service.

Walk-Up Cash Payment Locations

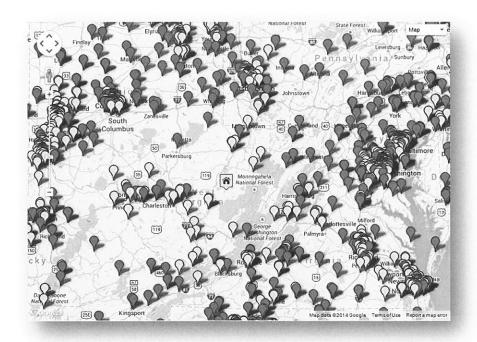
If the Agency desires Walk-Up Cash Payments in the future, Keefe has partnered with *ACH Payment Solutions* in order to provide our customers with walk-in cash payment locations. These walk-in locations will accept cash deposits/payments for inmates or parolees on behalf of Keefe. These walk-in locations make it simple and easy for users to make deposits to an inmate's account.



Through this partnership, Keefe is able to provide a network of convenient retail locations from the *corner convenience store to mobile phone providers and local grocers* making the service easy and readily accessible. There are *over 23,000* walk-up locations nationwide with hundreds of locations in the West Virginia area. Please see West Virginia coverage map below:







Because of Keefe's interface with *ACHPS*, the facility will receive one file reflecting all deposits/payments made whether through Keefe's service or through walk-in locations. Keefe's interface will make it easy for the facility to reconcile all inmate deposits.

Lockbox Service

Keefe is proposing to provide **FREE** lockbox services to the Agency, parolees, inmates and their loved ones. Keefe's Lockbox service is maintained by Keefe staff. Keefe does not outsource its operations and handles these important and secure services in-house using Keefe employees. All 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 operations and employees, and go above and beyond to provide exceptional, professional, and the most secure services to our customers.

The process for collecting funds is simple and efficient. We receive payment designated for inmate deposits or parole payment and in most cases, review, process and post within 24 hours of receiving payment. All funds delivered through this method are guaranteed by Keefe.

Deposits made via Keefe's *Lockbox* service are automatically included in the facility reports and investigative tools along with all other deposit methods. All deposit methods will be batched and sent to the facility in one file, making it easier and more efficient for the facility to monitor all deposits.

Lobby Kiosk Deposits/Payments

Keefe has the largest network of lobby kiosks in the country servicing the correctional market. We currently have **over 300** lobby kiosks deployed in correctional facilities across the country. Keefe has technical support technicians who are responsible for the installation of our deposit kiosks. These technicians are employees of Keefe and have years of experience involved in technology implementation, including deposit kiosks. All deposit kiosks are shipped to our Corporate Headquarters where they are tested thoroughly before being shipped to the customer location.







Keefe technicians will install, configure and test the kiosk on-site. Furthermore, a designated technician will monitor each kiosk utilizing our management software. This management software sets Keefe apart from our competitors as it enables our staff to monitor each kiosk with alerts. Alerts we receive encompass all operations allowed by the kiosk. This guarantees that Keefe's deposit kiosks are managed as efficiently as possible.

The kiosk will accept deposits/payments via cash or credit/debit cards. Each kiosk also has the ability to take a photo of each depositor for potential investigative purposes.

Integrated Security/Investigation Application

In order to control fraud and illegal activity inside and outside of facilities, Keefe has a dedicated team of *twelve* (12) investigators located at our corporate headquarters in St. Louis, MO. Keefe's Investigation Team reviews approximately 27% of the payment transactions for suspicious activities. The Investigation Team uses our proprietary software combined with industry leading intelligence software providers that are connected to public data bases.

Please see Attachment D - Fraud Prevention document for further details.

Section 4

5.1.1: Vendor shall provide a web portal deposit system for depositors to submit monetary, real time deposits to the inmate accounts.

Vendor Response:

Keefe has read, understands and will adhere.

Offender Deposit Services

Keefe's Secure Deposits service allows inmates' family and friends to deposit funds in many convenient ways. Deposits can be securely and easily made through our online website, toll-free phone number, lobby kiosks, lockbox and secure walk-up locations.

Online Deposits

In order to allow family and friends to make deposits online, Keefe operates a secure website **24/7/365**. Depositors can visit our Secure Deposit website at www.accesscorrections.com and setup an account. All that is required to set up an account is an email address and a personal password. If a user does not currently have an email account, the website will direct them to a free email provider such as Yahoo or Hotmail in order to create an email account. Once they have completed this process, they can log onto the secure website. Depositors have the following functions available to them:

- Recipient list Users are allowed to create a recipient list that will allow them to add as many inmates as they choose. This list allows the users to efficiently add funds to an inmate's account
- View deposit history Each user is able to view their history for every deposit made from the website to each inmate's account







- Edit account information Users are able to enter in current information such as address and telephone number that will be used to process all deposits
- Add funds Users are able to simply click on a button, provide their debit/credit card information and make a deposit
- Remove inmate User can choose to remove the selected inmate from their recipient list at any time
- **5.1.2:** Vendor's web portal deposit system must post deposits on-line and in real time to the inmate accounts.

Vendor Response:

Keefe has read, understands and will adhere.

5.1.3: Vendor's deposit system must have the ability to be posted in batch mode to increase the efficiency of the process.

Vendor Response:

Keefe has read, understands and will adhere. However, per Addendum 3 (Q&A), Batch Mode has been deleted from the RFP.

5.1.4: Vendor's deposit system must interface/integrate with Agency's current inmate accounting system. Vendor shall pay any costs associated with said interface.

Vendor Response:

Keefe has read, understands and will adhere.

5.1.5: Provide a web portal deposit system that is user-friendly, simple to access, and simple to navigate.

Vendor Response:

Keefe has read, understands and will adhere. In order to allow family and friends to make deposits online, Keefe operates a secure website 24/7/365. Depositors can visit our Secure Deposit website at www.accesscorrections.com and setup an account. Keefe's secure website is very user-friendly and easy to navigate. Family and friends are able to electronically deposit funds into an offender's account via a secure purchase mechanism that provides verification of the sender's name and address.

Keefe also validates the house number and zip code of the address provided with the credit card company to determine the validity of the depositor. This is the *process for all deposits* made with a credit/debit card whether via telephone or website.





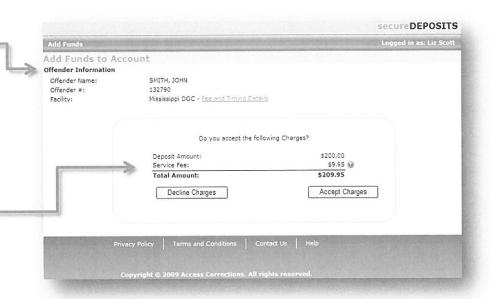


RECIPIENT INFORMATION -

Clearly displays the inmate information to provide confirmation sender is depositing funds on the correct inmate's account

CONFIRMATION

Service fees are clearly stated for each transaction and total amount must be accepted by sender

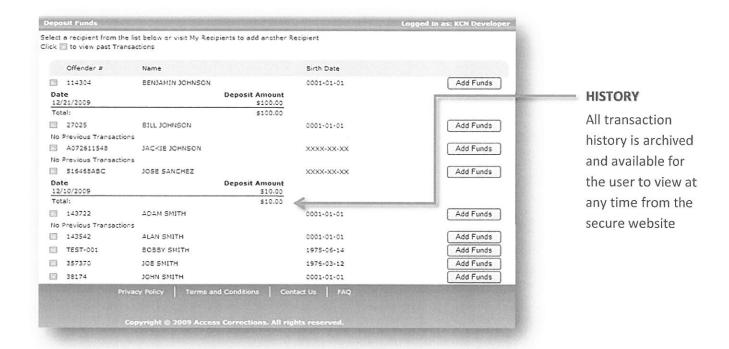


Add Funds to Account Offender Information Offender Name: Offender #: Facility: SMITH, JOHN 132790 Mississippi DOC - fee and Timing Details **VERIFICATION** -All sender information is VISA collected and verified Card Holder's Name: Liz Scott Card Holder's Address: 10880 Lin Page Place prior to an authorization Card Holder's City: St. Louis Card Holder's State: Missouri to deposit funds on an Card Holder's Zip: 63132 inmate's account Card Holder's Phone: 314-919-4107 Deposit Amount: 200 00 Min. \$0.01, Max. \$300 Visa Credit Card Type: Card Number: 5491130688556699 Expiration: 01 🛩 / 2010 🛩 034 -----Cancel Add Funds









5.1.6: Provide 24/7/365 toll free customer service center to assist individuals in using the web portal deposit system.

Vendor Response:

Keefe has read, understands and will adhere. Keefe has *ninety-six (96)* 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.

Keefe also offers a **24/7** toll free phone number for friends and family to deposit funds using their MasterCard or Visa debit/credit card into an inmate's account. Our bilingual (English & Spanish) Customer Service Representatives ("CSR's") collect all account holder information that is required to gain approval for the use of the credit card.

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.

We have two separate and independent call centers which operate daily as backup and disaster recovery. Should one call center experience technical difficulties, all calls would automatically route to the other call center to continue providing uninterrupted service.







5.1.7: Vendor must provide a system that allows Agency the ability to view within the link analysis all transactions in a quick and easy view manner.

Vendor Response:

I: Keefe has read, understands and will adhere. Please see below for information on Keefe's solution for data investigations, **Data Detective**.

Data Detective

Data Detective® is Keefe's data mining solution specifically designed for our services. This tool is designed with the investigative nature of the corrections market in mind. Authorized staff will be able to search varying degrees of separation in order to establish links from inmate to inmate or end user to end user. Some of the features are listed below:

- Facility staff can explore important data using a dynamic visual map.
- The unique design of the visual map allows investigators to quickly find connections and patterns
- Web based program so authorized facility staff are able to view from their own desktop computer.

Months of research and development, utilizing established relationships with correctional facilities allowed Keefe to develop the very best solution for the corrections market. This tool will automatically be applied to all payment information.

The Facility will have access to reports **24/7** in real time via the facility website. These reports can be searched by date range and include all transaction information including the depositor/sender's address and IP address.

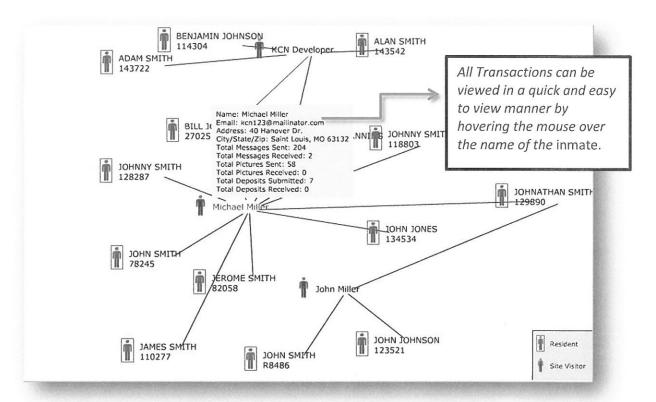
Keefe also provides detailed information regarding the sender through its Data Detective software. This provides the Facility with the sender's address as well as varying degrees of separation in order to establish links from inmate to inmate or end user to end user.

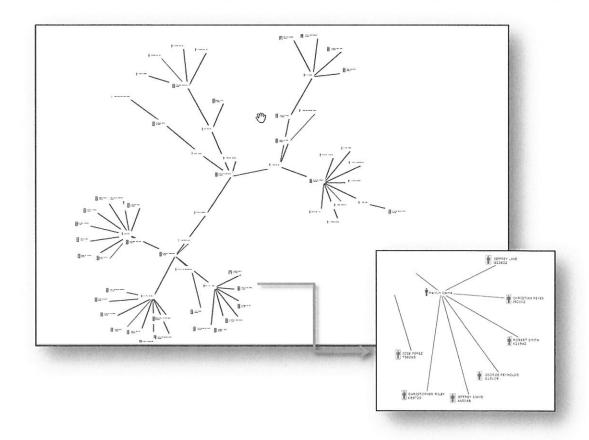
See below screen shot of the Data Detective. It shows the sender "Michael Miller" as well as his email address, street address, total messages sent and total deposits made as well as who else he has sent messages or deposited money to.

















5.1.8: Vendor shall resolve all problems with depositing/receiving funds within a 24 hour period.

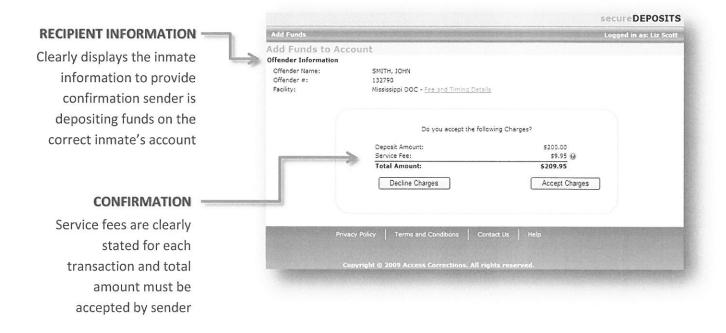
Vendor Response:

Keefe has read, understands and will adhere.

5.1.9: In order for depositors to identify inmates, Vendor's system shall contain the inmate's name, DOC ID number, and any other pertinent information requested by the Agency. Vendor's deposit system must interface/integrate with Agency's current inmate information system. Vendor shall pay any costs associated with said interface.

Vendor Response:

Keefe has read, understands and will adhere.









5.1.10: Vendor must provide printable receipt/confirmation to depositors, or the option to have receipt/confirmation emailed to depositor.

Vendor Response:

Keefe has read, understands and will adhere. Keefe will provide a receipt to the sender. When placing a phone deposit, the sender will receive a confirmation number over the phone as well as an email copy of the receipt. Deposits made over the web will receive a receipt upon completion of the transaction as well as an email copy. Lobby kiosk deposits print a receipt directly at the kiosk upon completion of the transaction.

The receipts contain the inmate's name and ID number as well as their facility housing location. It will also show the total amount charged, breaking down the deposit amount and the fee amount.

5.1.11: Vendor shall provide sufficient promotional and training material to the Agency, the inmate population, and depositors.

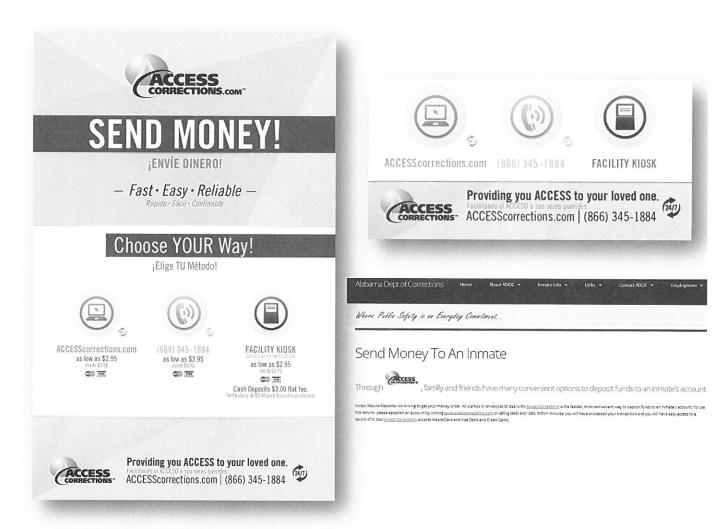
Vendor Response:

Keefe has read, understands and will adhere. Keefe will provide all training and marketing material at **NO COST** to the Agency. Once approved, Keefe will provide marketing materials (posters and slips) as well as order stuffers to include in commissary orders. Keefe will also provide a link on the Agency's website directing those to Keefe's website to make deposits. Please see the following page for sample marketing material that will be customized specifically for the Agency.









5.1.12: Vendor shall have a formal quality assurance/quality control program in place that demonstrates that internal review and quality control measures and processes are in place. In addition, routine evaluations of the quality of the system, equipment, and service are performed to ensure compliance with the terms and conditions of this contract.

Vendor Response:

I: Keefe has read, understands and will adhere. Please see pages 4-13 through 4-15 for **KCN Support Services Quality Assurance Plan**.







Keefe Commissary Network Support Services Quality Assurance Plan

To insure the quality of the technology products and services offered by Keefe, our Technical Services group provides four areas of services to customers on a daily basis: Contact Services, Escalation Services, Data Center Services, and Project Services. In addition, Keefe develops its own software/kiosks by means of its

Engineering / Development staff that perform application level Quality Assurance and new feature deployment sponsorship.

Contact Services

The first line of contact for service requests via phone or e-mail

- E-mail requests are monitored during business hours by a designated Service Center administrator
- Phone requests are routed through CISCO Call Manger on a 24/7/365 basis
 - Phone requests are placed by dialing 800.864.5986.
- When are phone services available?
 - Phone services are available 24/7/365
 - Business hours are defined as 8 AM 5 PM Monday through Friday
 - During business hours, inbound calls are answered by an administrative attendant.
 The administrative attendant determines whether the call is related to marketing, accounting, or technical services. If the call is technical in nature, the attendant can route the call either to the direct extension of an individual technician or to the call-queue for the first available technician
 - Any inbound call outside of business hours can access technical support by choosing option 7 on a touch-tone phone. On-call staff are equipped with notebook computer systems integrated with wireless internet access and VPN access to the Keefe Corporate Service Center
 - Contact Services Staff are located at the Keefe Service Center Corporate Office in St.
 Louis MO Monday through Friday 6 AM 7 PM CST
 - On-Call Staff are located off premises Monday through Friday 5 PM 8 AM,
 Saturday and Sunday 24 hours per day, and Monday morning 12 AM 8 AM
- All customer support cases are documented in Microsoft CRM. History is available to all field sales staff and regional management on a real time basis.
- Examples of first line support services:
 - Resolution of communications errors
 - Analysis of hardware errors and replacement of defective hardware
 - Standard end-user training
 - Order tracking, order processing, pricing updates







Escalation Services

Contact Services escalates more complex service requirements to a higher level of complexity and urgency

- Examples of complex service requirements
 - Recovery of failed hard drive and /or data recovery
 - Re-configuration of standard software features including
 - Accounting profiles
 - o Integration settings
 - o Communications setup
 - o Bank, check and cash management features
 - Receipt settings
 - Standard installations and upgrades.
 - Analysis and reporting of software errors
 - Specialized end-user training
 - Standard Software Upgrades

Data Center Services

- Operation and control of corporate computer systems relating to the customer
- Hardware and software procurement and inventory
- Customer hardware/software pre-configuration
- Central Server Controls
- Server Monitoring
 - Production
 - DR site
- DR Readiness
 - Data replication
 - IP address changeover
 - Telco forwarding
 - Activation Procedures
- Customer Backup Maintenance

Project Services

Planning and implementation of software, hardware and network deployments at customer sites

- Current account complex upgrade of hardware and/or software for example, a new feature which involves changes to business processes, server and/or workstation operating system or database level, network topology, etc.
 - Review of new features / equipment required for upgrade
 - Receipt of signed authorization to proceed with equipment / software changes
 - Testing of new features / hardware required for upgrade
 - Development of transition plan
 - Preparation for additional on-site training if required for the upgrade







Committed Response Times

1. Contact Services

The first line of contact for service requests via phone or e-mail

Committed to Same Day Response 24/7/365

2. Escalation Services

Contact Services escalates more complex service requirements to a higher level of complexity and urgency

• Committed to Same Day Response 24/7/365

3. Data Center Services

Operation and control of corporate computer systems relating to the customer

• Committed to Same Day Response 24/7/365

4. Project Services

Planning and implementation of software, hardware and network deployments at customer sites

• Committed to Project Scheduled Business Day Response

Section 4, Subsection 5.2: Lobby Deposit Kiosk:

5.2.1: Vendor shall install lobby deposit kiosks at all Agency work release centers and parole offices in location determined by the Agency.

Vendor Response:

I Keefe has read, understands and will adhere. Keefe currently has **over three hundred (300) lobby kiosks deployed** in correctional facilities across the country. Please see the following page for an example of our current lobby deposit kiosk.









Keefe has technical support technicians who are responsible for the installation of our deposit kiosks. These technicians are employees of Keefe and have years of experience involved in technology implementation, including deposit kiosks. Keefe technicians will install, configure and test the kiosk on-site. Furthermore, a designated technician will monitor each kiosk utilizing our management software. This management software sets Keefe apart from our competitors as it enables our staff to monitor each kiosk with alerts. Alerts we receive encompass all operations allowed by the kiosk. This guarantees that Keefe's deposit kiosks are managed as efficiently as possible. The kiosk will accept deposits via cash or credit/debit cards.

5.2.2: Each kiosk must accept cash, debit cards, and credit cards.

Vendor Response:

I: Keefe has read, understands and will adhere. The kiosk will accept deposits via cash or credit/debit cards.







5.2.3: Each kiosk must be equipped with a camera to capture a picture of each depositor.

Vendor Response:

I Keefe has read, understands and will adhere.

PHOTO CAPTURE

Mounted camera takes a photo of each depositor at the time of the transaction



5.2.4: In order for depositors to identify inmates, Vendor's kiosk system shall contain the inmate's name, DOG ID number, and any other pertinent information requested by the Agency. Vendor's deposit system must interface/integrate with Agency's current inmate information system. Vendor shall pay any costs associated with said interface.

Vendor Response:

I: Keefe has read, understands and will adhere. Please see the following page for an example of our Inmate Identification via our lobby deposit kiosk.

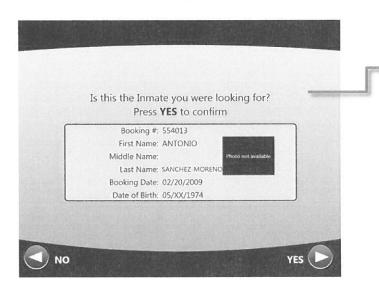






Inmate Identification

Kiosk will easily show the inmates name, DOG ID number and any other pertinent information requested by the Agency.



Inmate Identification Screen

Kiosk screen will display DOG ID number, name, booking date, date of birth and any other pertinent information requested by the Agency.







5.2.5: All funds deposited into the lobby deposit kiosk must be guaranteed by the Vendor.

Vendor Response:

Keefe has read, understands and will adhere. All funds deposited into the lobby deposit kiosk will be guaranteed by KCN.

5.2.6: All deposits shall post to inmate's account in real time.

Vendor Response:

Keefe has read, understands and will adhere.

5.2.7: The lobby deposit kiosks must print an itemized receipt for each depositor.

Vendor Response:

Keefe has read, understands and will adhere. All Lobby kiosk deposits print a receipt directly at the kiosk upon completion of the transaction.

The receipts contain the inmate's name and ID number as well as their facility housing location. It will also show the total amount charged, breaking down the deposit amount and the fee amount. See below sample receipt.

Secure Deposits by Access Corrections

Time:

2014-02-25 10:27:52

Receipt Id:

70747293

Terminal Id:

XXX

Resident Id:

1308070908

Name:

ALTON RAYMOND

MANNING

Address:

9500 Etiwanda Ave

Rancho Cucamonga,

CA 91739

Depositor:

DEEK KRUSE

Address:

10880 LINPAGE

PLACE

ST. LOUIS, MO 63132

Deposit Type: Cash

Deposit Status: Confirmed Amt Collected:

\$20.00

Service Fee:

- \$3.00

Surcharge:

- \$0.00

Deposit Amt:

\$17.00







5.2.8: Vendor shall be responsible for all costs of hardware, software, and installation of the lobby deposit kiosks, including but not limited to electrical and network cabling and infrastructure.

Vendor Response:

Keefe has read, understands and will adhere.

5.2.9: Vendor shall be responsible for providing all supplies necessary for the kiosks.

Vendor Response:

Keefe has read, understands and will adhere.

5.2.10: Vendor is authorized by the Agency to subcontract the removal of money from kiosk and repairs of kiosk. Vendor shall provide Agency with the name of subcontractor(s) upon award of contract.

Vendor Response:

Keefe has read, understands and will adhere. Keefe is partnered with Armored Car Service providers to remove cash in kiosks on a scheduled basis which is usually weekly. The armored car carrier then takes the cash to their vault where it is counted and reconciled to the cash receipt total printed by the kiosk. The armored car carrier then transfers the cash to KCN's bank account at Bank of America. Armored car carriers run a route and generally pick up cash the same week day. They sometimes change the timing of their pickups during the designated day for security reasons. The armored car carriers are bonded and insured.

5.2.11: Vendor shall provide sufficient promotional and training material to the Agency and depositors.

Vendor Response:

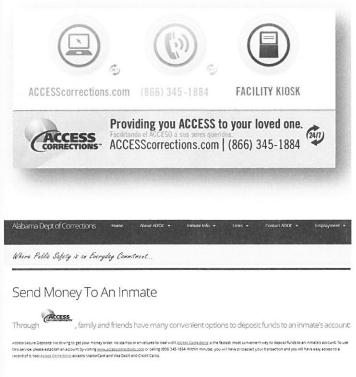
Keefe has read, understands and will adhere. Keefe will provide marketing material at **NO COST** to the Agency. Once approved, Keefe will provide marketing materials (posters and slips) as well as order stuffers to include in commissary orders. Keefe will also provide a link on the Agency's website directing those to Keefe's website to make deposits. See the following page for sample marketing material that will be customized specifically for the Agency.











5.2.12: Vendor's lobby deposit kiosk system must provide the ability for Agency staff to see connections between inmates and depositors and all transaction history.

Vendor Response:

I: Keefe has read, understands and will adhere. Please see below for information on Keefe's solution for data investigations, **Data Detective**.







Data Detective

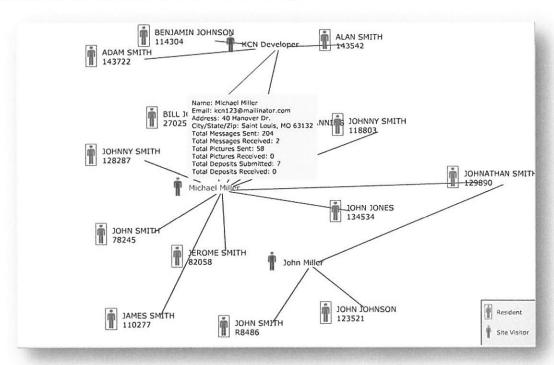
As an additional feature and another way for the facility to monitor its services, Keefe's **Data Detective** is a data mining solution specifically designed to work in conjunction with our services. This tool is designed with the investigative nature of the corrections market in mind. Authorized staff will be

able to search varying degrees of separation in order to establish links from inmate to inmate or end user to end user. Some of the features are listed below:

- Facility staff can explore important data using a dynamic visual map
- The unique design of the visual map allows investigators to quickly find connections and patterns
- Web based program so authorized facility staff are able to view from their own desktop computer

The Facility will have access to reports **24/7** in real time via the facility website. These reports can be searched by date range and include all transaction information. This provides the Facility with the sender's address as well as varying degrees of separation in order to establish links from inmate to inmate or end user to end user. The reports can also be exported into Excel or as a PDF.

See below screen shot of the *Data Detective*. It shows the sender "Michael Miller", his email address, street address, total messages sent and total deposits made. The software then establishes relationships with other inmates he has deposited funds to or sent messages.







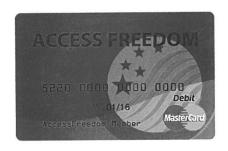


Section 4, Subsection 5.3: Permanent Release Debit Cards:

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
- Easy to use; Simplifies Bank Account Reconciliation
- Eliminates checks and cash handling



The Access Freedom debit release card will be provided to the Agency at no cost. The debit card is <u>MasterCard</u> logoed 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 (initial PIN code is the last four digits of the card). There are no extra steps required to activate the card. This provides the cardholder with immediate access to their funds. Additionally, Keefe's Access Freedom Debit Card provider, Rapid Financial Services, is *currently fully integrated with Tech Friends Banking software* allowing the Agency to load and re-load debit cards directly through their banking software without having to go to a separate web portal.

Our debit card is also part of a national <u>surcharge free network</u> – 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 or Wal-Mart store ATMs. This debit card allows inmates with or without a bank account access to their money 24 hours a day at ATM locations and Point-of-Sale locations worldwide.

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

Inmates can also access their cash for *FREE* by requesting Cash Back at Point-of-Sale locations anywhere in the world or by requesting a *FREE* ACH Transfer of funds from their debit card to their personal bank account. The facility can load the card with as little as \$0.01 or as much as \$9,700.00. There is <u>no fee</u> 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.

Cardholder Benefits:

- Immediately activated at the time the funds are loaded on the card
- FREE Point of Sale purchases
- FREE Cash Back Option with Point of Sale purchase
- FREE Card to Bank ACH Transfer
- FREE Cash Out Option when visiting any Principal MasterCard Member Institution







5.3.1: Vendor shall provide Agency with pin based debit cards for the purpose of transferring an inmate's remaining account balance upon release from prison.

Vendor Response:

Keefe has read, understands and will adhere. Vendor will provide MasterCard Pin based debit cards to the Agency at no cost. These cards can be loaded from \$.01 up to \$9,700.00 and can be reloaded by the Agency as many times as needed. Once the inmate is released, this card can be upgraded to full reload status, which provides for employer direct deposit, government benefits, retail walk in reload stores.

5.3.2: Agency's staff must have the ability, via web based program, to transfer funds to debit card.

Vendor Response:

I Keefe has read, understands and will adhere.

Keefe's Debit Release Card provider, Rapid Financial Solutions, is currently *fully integrated with Tech Friends Banking software*. With this integration already in place, the Agency will easily be able to load cards without having to go to a separate web portal. The loading and re-loading of cards can be done through the current Tech Friends Banking software. This integration meets PCI standards and offers several unique security options, which the Agency can select from. These security options are designed to provide maximum security from fraudulent activities surrounding the loading of funds onto the debit card.

5.3.3: All transfers shall post to the debit card in real time.

Vendor Response:

Keefe has read, understands and will adhere. All transfers will be in real time, which will allow the funds to be immediately accessed at ATMs and Point of Sale terminals.

5.3.4: Vendor shall provide the ability for Agency staff to view and print a summary of all funds transferred.

Vendor Response:

I: Keefe has read, understands and will adhere. Vendor will provide all necessary reporting tools in real time. The reporting will provide all details such as: Inmate name and ID number, time and date of the loaded amount, loaded amount, who loaded the card, transaction ID number.

5.3.5: After confirmation of funds transferred to the debit card, funds must be guaranteed by the Vendor.

Vendor Response:

16 Keefe has read, understands and will adhere. All funds once loaded onto the debit card are guaranteed. If an inmate should lose their card they should contact the vendor as soon as possible and report the card lost. The vendor will freeze the card and reissue a replacement card. Also the Federal Deposit Insurance Corporation (FDIC) guarantees the funds as well.







5.3.6: Debit cards shall be reloadable.

Vendor Response:

I: Keefe has read, understands and will adhere. Cards are reloadable through the banking software only. This means that an inmate cannot go out and add funds to these cards on their own unless the Agency has approved this service.

5.3.7: Agency must have the ability to set geographical locations or types of allowed businesses for debit card usage on paroled offenders.

Vendor Response:

Keefe has read, understands and will adhere. Agency will have the ability to set geographical and SIC code restrictions to eliminate purchases from certain types of retailers.

5.3.8: Released inmates shall have the ability to withdraw funds from the debit card at point-of-sale (POS) locations; banks; and ATMs worldwide.

Vendor Response:

Keefe has read, understands and will adhere. Our debit card is part of a national <u>surcharge free</u> <u>network</u> – 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 or Wal-Mart store ATMs. This debit card allows inmates with or without a bank account access to their money 24 hours a day at ATM locations and Point-of-Sale locations worldwide.

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

Inmates can also access their cash for **FREE** by requesting Cash Back at Point-of-Sale locations anywhere in the world or by requesting a **FREE** ACH Transfer of funds from their debit card to their personal bank account.

5.3.9: Vendor's system shall provide real time alerts to Agency.

Vendor Response:

I: Keefe has read, understands and will adhere. The vendor will work with the Agency to determine what type of alerts would be applicable to their requirements. An example would be loading limits, cards already issued, etc.

The Agency will have the ability to track card usage in real time. This info will detail location/ time and the amount of the purchase. However, Per Addendum 3 (Q&A), this section has been deleted.







| 08/23/2012 | 01:00:00 | 0000240437 | 54249650XXXX0194 | Periodic maintenance fee | 1.50 | |
|------------|----------|------------|-------------------|---|--------|--------|
| 08/21/2012 | 12:38:50 | 0000235542 | 54249650XXXX0194 | Issuer fee | 2.75 | |
| 08/21/2012 | 12:38:50 | 0000235541 | 54249650XXXX0194 | Acquirer convenience fee | 2.00 | |
| 08/21/2012 | 12:38:50 | 0000235540 | 54249650XXXX0194 | 421 E MILLER RD FAIRVIEW MIUS | 100.00 | |
| 08/20/2012 | 22:28:19 | 0000231922 | 54249650XXXX0194 | 300 S MORENCI STRE MIO MIUS | 9.65 | |
| 08/20/2012 | 13:53:25 | 0000230714 | 54249650XXXXX0194 | Deposit by agent:3009048661 cashier:Y31-2 | | 135.75 |

5.3.10: Vendor shall supply training and training material to Agency staff for operating and maintaining the debit card program.

Vendor Response:

I: Neefe has read, understands and will adhere. Keefe will provide all training required to administer this program. A user guide and training will be provided to each person responsible for providing this service per facility by way of webinars.

5.3.11: Vendor shall supply brochures to inmates containing debit card usage instructions.

Vendor Response:

Keefe has read, understands and will adhere. Every card that is loaded and issued to an inmate will be accompanied with instructions outlining "How To Use" and "Customer Service" accessibility. Each card also has the toll free customer service number printed on it for easy access to customer service. These calls to customer service are provided at no cost to the cardholder.

Section 4, Subsection 5.4: Work Release Debit Cards:

5.4.1: Vendor shall provide Agency with pin based debit cards for the issuance to work release inmates.

Vendor Response:

Keefe has read, understands and will adhere. The Agency will be provided <u>MasterCard</u> Pin based debit cards at no cost. These cards can be loaded from \$.01 up to \$9,700.00.

5.4.2: Agency must have the ability, via web based program, to transfer funds to the debit card.

Vendor Response:

Keefe has read, understands and will adhere.

Keefe's Work Release Debit Card provider, Rapid Financial Solutions, is currently *fully integrated* with *Tech Friends Banking software*. With this integration already in place, the Agency will easily be able to load cards without having to go to a separate web portal. The loading and re-loading of cards can be done through the current Tech Friends Banking software. This integration meets PCI standards and offers several unique security options, which the Agency can select from. These security options are designed to provide maximum security from fraudulent activities surrounding the loading of funds onto the debit card.







5.4.3: Agency must have the ability to set spending and withdrawal limits on debit cards.

Vendor Response:

I: Keefe has read, understands and will adhere. The Agency can set load and transaction limits on the cards.

5.4.4: All transfers shall post to the debit card in real time.

Vendor Response:

Keefe has read, understands and will adhere. All transfers will be in real time, which provides immediate access to the funds once they have been loaded onto the card. This includes Point of Sale terminals and ATMs where MasterCard is accepted.

Our debit card is part of a national <u>surcharge free network</u> – 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 or Wal-Mart store ATMs. This debit card allows inmates with or without a bank account access to their money 24 hours a day at ATM locations and Point-of-Sale locations worldwide.

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

Inmates can also access their cash for **FREE** by requesting Cash Back at Point-of-Sale locations anywhere in the world or by requesting a **FREE** ACH Transfer of funds from their debit card to their personal bank account.

5.4.5: Vendor shall provide the ability for Agency staff to view and print a summary of all funds transferred.

Vendor Response:

Keefe has read, understands and will adhere. Reporting tools are provided in real time through the banking software 24/7. The data that will be provided per transaction will include: inmate name, inmate ID number, transaction date and time, individual responsible for the transaction, individual responsible for the approval of the transaction, amount of the load, transaction ID number.

5.4.6: After confirmation of funds transferred to the debit card, funds must be guaranteed by the Vendor.

Vendor Response:

Keefe has read, understands and will adhere. Once the funds have been loaded onto the cards they are guaranteed by the vendor, plus the Federal Deposit Insurance Corporation (FDIC). Should a card become lost the cardholder should contact the vendor as soon as possible to report the lost card. The vendor will freeze the card and reissue a replacement to the cardholder.







5.4.7: Debit cards shall be reloadable. Funds loaded to work release debit cards may only be performed by Agency.

Vendor Response:

I: Keefe has read, understands and will adhere. Cards are only reloadable through the secure banking software by authorized personnel.

5.4.8: Agency must have the ability to set geographical locations or types of allowed businesses for transactions.

Vendor Response:

Keefe has read, understands and will adhere. Should the Agency elect to set geographical boundaries by zip codes as well as business types the vendor can set those limits.

5.4.9: Inmates shall have the ability to use debit cards at point-of-sale (POS) locations; banks; and local ATMs.

Vendor Response:

Keefe has read, understands and will adhere. The cards are accepted at all point of sale, banks and ATMs where MasterCard is accepted.

5.4.10: Vendors system shall provide real time alerts to Agency.

Vendor Response:

Keefe has read, understands and will adhere. The Agency can determine what alerts are necessary and the vendor will work to provide those per the agencies direction. **However, per Addendum 3 (Q&A)**, this section has been deleted.

5.4.11: Vendor shall provide the ability for Agency to track inmate purchases and/or withdrawals.

Vendor Response:

Keefe has read, understands and will adhere. Should the Agency need to monitor card usage that information can be provided per the agencies request.

5.4.12: Vendor shall supply training and training material to Agency staff for operating and maintaining the debit card program.

Vendor Response:

Keefe has read, understands and will adhere. All training will be provided to all persons required to implement this service per facility. Instructions, user guides as well as live customer service team will be available to each facility.







5.4.13: Vendor shall supply brochures to inmates containing debit card usage instructions.

Vendor Response:

Keefe has read, understands and will adhere. Every cardholder will receive a one page document that will provide all information needed to contact customer service, outline the fees associated with the use of the card as well as tips on how to use the card.

Section 4, Subsection 5.5: Parole Supervision Fees, Court Costs and Victim Restitution:

Keefe is well experienced in handling a large volume of Court Ordered Payments as well as trust fund deposits for the correctional market. Keefe currently processes over *3.3 million transactions* per year while providing this service to over 275 county facilities and **thirteen (13)** State Departments of Correction, encompassing over 630,000 inmates.

Keefe will provide its **Secure Payment™ Services** at <u>no cost</u> to the Agency. Keefe's **Secure Payment™** service will provide a turnkey solution that will offer parolees and probationers a quick, efficient and easy to access option for making court ordered payments. Our system allows payments to be made using credit/debit cards, cash or money orders. Payments can be made via our **24/7** toll free friendly Customer Service Agents, easy to use Access Corrections website, Lobby Kiosks, Walk-In Cash Payment locations or by mailing in money orders to our secure lockbox.

5.5.1: Paroled inmates shall have the ability to make deposits via the web portal and/or parole office lobby kiosk for the payment of parole supervision fees; court costs; and victim restitution payments.

Vendor Response:

Keefe has read, understands and will adhere. Keefe's *Secure Payment™* service allows Parolees/Probationers to make payments in many convenient ways. Payments can be securely and easily made through our toll-free phone number, online website, lobby kiosk, lockbox or Walk-In Cash Payment locations.

There are many benefits to Secure Payments:

- · All funds are guaranteed
- The need for facility staff to handle cash and money orders is eliminated
- · Reconciliation time is reduced
- Workload of mail room and accounting staff is reduced
- Exposure to fraud/counterfeit money is eliminated
- The kiosk takes a photo of each depositor for potential investigative purposes
- Funds are posted in real-time
- Data Detective software automatically identifies and demonstrates relationships of individuals who have interacted with multiple individuals
- Convenient service can be used for probation and parole payments









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5.5.2: Vendor shall transfer the above referenced deposits into the inmate's account via the Agency's inmate accounting system.

Vendor Response:

Keefe has read, understands and will adhere.

5.5.3: Agency shall be responsible for processing payments to all courts and victims.

Vendor Response:

Keefe has read, understands and will adhere.

5.5.4: Agency shall be responsible for transferring parole supervision fees from inmate's account to the proper Agency account.

Vendor Response:

Keefe has read, understands and will adhere.

5.5.5: All provisions outlined under "Web Portal Deposits" shall apply to this section.

Vendor Response:

I Keefe has read, understands and will adhere.

Online Payments

In order to allow probationers and parolees to make payments online, Keefe operates a secure website, www.accesscorrections.com, 24 hours a day, 7 days a week and 365 days a year. All that is required to set up an account is an email address and a personal password. If a user does not currently have an email account, the website will direct them to a free email provider such as Yahoo or Hotmail in order to create an email account. Once they have completed this process, they can log onto the secure website to make payments.









Home

Contact Us Help

Select an option below. If you would like to add another recipient to your account, click here.



secureDEPCSITS allows you to provide money to your friend or loved ones in participating correctional facilities or to pay a fee. Deposits will be available for recipients to purchase items from facility commissariand participate in the secureMAIL program. In order to use this service, you will need to add a recipient to your account. Click here to add a recipient to your account. Click here to make a deposit.



<u>securePAYMENTS</u> allows you to pay probation, parole, and court ordered payments for yourself, your friend, or loved ones for participating correctional facilities. In order to use this service, you will need to add a payee to your account. <u>Click here</u> to add a payee. <u>Click here</u> to make a payment.



secureMAIL allows you to keep in touch with friends or loved ones in participating correctional facilities. In order to use this service, you will need to add a recipient to your account. Click here to add a recipient to your account.

RECIPIENT INFORMATION

Clearly displays the Parolee/Probationer information to provide confirmation they are making a payment on behalf of the

VERIFICATION

All sender information is collected and verified prior to an authorization







5.5.6: All provisions outlined under "Lobby Deposit Kiosk" shall apply to this section.

Vendor Response:

Keefe has read, understands and will adhere. Please see below for our Lobby Kiosk description.

Lobby Kiosk Deposits

Keefe currently has **over three hundred (300) lobby kiosks deployed** in correctional facilities across the country.



Keefe has technical support technicians who are responsible for the installation of our deposit kiosks. These technicians are employees of Keefe and have years of experience involved in technology implementation, including deposit kiosks. Keefe technicians will install, configure and test the kiosk on-site. Furthermore, a designated technician will monitor each kiosk utilizing our management software. This management software sets Keefe apart from our competitors as it enables our staff to monitor each kiosk with alerts. Alerts we receive encompass all operations allowed by the kiosk. This guarantees that Keefe's deposit kiosks are managed as efficiently as possible. The kiosk will accept deposits via cash or credit/debit cards.







Section 4. Subsection 5.6: Post Office Lockbox Address:

5.6.1: Vendor shall supply a lockbox service/address for the collection and processing of money orders sent to inmates.

Vendor Response:

I Keefe has read, understands and will adhere. Please see the below for a details regarding Keefe's lockbox service.

Lockbox Service

Keefe's proposed *Lockbox* collection will be maintained by Keefe staff and will be provided for <u>FREE</u>. Keefe does not outsource its operations and handles these important and secure services in-house using Keefe employees. All 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 operations and employees, and go above and beyond to provide exceptional, professional, and the most secure services to our customers.

The process for collecting funds is simple and efficient. We will receive payment designated for inmate deposits and in most cases, review, process and post within 24 hours of receiving payment. All funds delivered through this method are guaranteed by Keefe.

Deposits made via Keefe's *Lockbox* service will be automatically included in the facility reports and investigative tools along with all other deposit methods. All deposit methods will be batched in one file and sent to the Facility in one file, making it easier and more efficient for the facility to monitor all deposits.

5.6.2: Vendor shall electronically post funds to inmate accounts.

Vendor Response:

Keefe has read, understands and will adhere.

5.6.3: No personal, business, cashier's check or certified checks shall be accepted.

Vendor Response:

Keefe has read, understands and will adhere.

5.6.4: Deposit slips must be included with each money order for proper inmate identification.

Vendor Response:

Keefe has read, understands and will adhere.







5.6.5: Vendor shall supply deposit slips to depositors. Vendor shall supply deposit slips to Agency for placement in lobby areas and visitation areas. Agency shall also place pdf deposit slips on the Division of Corrections website.

Vendor Response:

Keefe has read, understands and will adhere. Please see the following information regarding our money order deposit form.

Money Order Deposit Form

Keefe will ensure the depositor information is collected by requiring the sender to fill out a *Money Order Deposit Form* to send in with their money order. This form will be available at the Agency facilities along with an electronic copy available at both the Agency public website and the Access Corrections website.

Please see the following page, **4-35**, for a sample Money Order Deposit Form. The Money Order Deposit Form can be customized to fit any Agency specifications.







MONEY ORDER DEPOSIT FORM

FORMA DE DEPÓSITO POR GIRO DE DINERO

Instructions: Instrucciones:

When filling out the deposit slip, please:

- Type or write in black or blue ink. ibe en tinta de color negro o azul.
- Write clearly to avoid any delays in processing your transaction. Excribe con claridad para evitar cualquier retrans en el proceso de su transacción.
- · Verify that the inmate's name and ID are entered correctly on the money order deposit slip.

 Verifique que el nombre del preso y ID se han introducido correctamente en el talón de depósito.
- Do not include any letters, stamps, photos or notes with your payment they will be discarded. Uya ninguna letra, sellos, fotos o notas con su pago - estos serán descartados.
- · Detach the deposit slip and mail it with your money order. Do not sond cash, and please do not staple, paper clip or tape money

order to deposit slip. Separe el talón de depósito y em felo por correo con sú giro de dinero. No emvie dinero en efectivo, y por fevor no grape ó pegúe el giro de dinero el talón.

 Please make sure the money order is payable to "ACCESS SECURE DEPOSITS.

Por favor, ecegürese de que el giro se pague a "ACCESS SECURE DEPOSITS."

Mail deposit slip and money order to: Envie el taion y giro postal por correo a:

Secure Deposits - West Virginia DOC P.O. Box 12486, St. Louis, MO 63132

 The daily amount deposited cannot exceed \$2,995.00. so puede excedir \$2,995.00.

Notice: All money orders must be issued in U.S. Funds. If proper recipient cannot be determined, funds will be returned to the sender. Money order deposit slip MUST BE INCLUDED with money order to process funds and

Auiso: Todos Tos giros de dinero pago deben ser emitidos en dóllanes americanos. Si destrinatario apropiado no pruede ser determinado, los fondos serán devueltos el remitante. B talón de depósito DEBE DE SER INCLUIDO Junto con el giro para procesar los fondos y evitar demons

Choose a faster way to SEND MONEY!

¡Escoja una manera más rápida de ENVIAR DINERO!







W (20 0)









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CASH WALK-IN (5) PAGO EN EFECTIVO EN LOCACIÓN

ACHPS REGISTRATION REQUIRED REGISTRACIÓN CON ACHPS REQUERIDA

Before visiting an ACHPS location, visit achpsac.com or call 1 (877) 339-9551 to obtain an Account Number.

Antes de visitar un lugar ACHPS, visite achpsac.com 6 l'ame al 1 (877) 339-9551 para obtener un número de cuenta.

Be ready to provide the following: Facility ID Code: WV DOC; Inmate ID#; your name, address and other important information. When you go to a location, present your issued Account Number and cash. Tell the store clerk your payment is through "Access Corrections". Call 1(877):339-9551 while at the payment location if you have

Esté preparado para proporcionar lo siguiente: Código de ID de la Institu WV DOC; Preco ID≢; su nombre, dirección y otra información importante. Cuando vaya a una locación, enceña su número de cuenta emitido y dinero en efectivo. Mencione al encargado de la tienda que su pago es a través de "Access Corrections", Llame al 1(877) 339-9551 mientras se encuentra en el lugar del

Fill out the information and detach the slip below, then send in with your money order.

West Virginia DOC Money Order Deposit Slip Talón de Depósito de Giro de Dinero West Virginia DOC

Mail to: Secure Deposits - West Virginia DOC, P.O. Box 12486, St. Louis, MO 63132 Envie a: Secure Deposits - West Virginia DOC, P.O. Box 12486, St. Louis, MO 63132

Amount of Money Sent (Do not exceed \$2,995.00) Cantidad de Dinero Enviado (No exceda \$2,995.00)

Inmate's ID ID Preso

Inmate's Name (First and Last) Nombre del Preso (Nombre y Apellido)

Sender's Name (First and Last) Nombre del Remitente (Nombre y Apellido)

Sender's Date of Birth Fecha de Nacimiento del Remitente

Sender's Phone Number Número de Telefono del Remitente

Sender's Address: City: State: Email: (A digital receipt will be sent to the email address provided)







5.6.6: Vendor shall process and post funds to the inmate accounts within 48 hours of receipt.

Vendor Response:

Keefe has read, understands and will adhere.

5.6.7: Vendor shall provide the ability for Agency to view and print reports of all money order deposits.

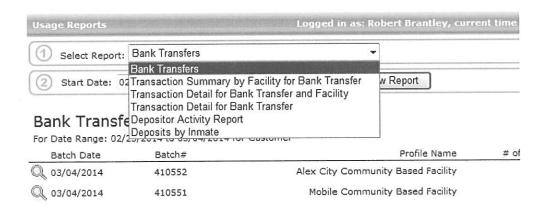
Vendor Response:

I: Keefe has read, understands and will adhere. Below and through page 4-37 will be details and example screen shots for deposit reports offered by KCN.

Deposit Reports

The Agency will be able to access deposit history and bank transfers easily online. In addition to these reports, the Agency will also be able to access The Data Detective® data mining solution specifically designed for our services.

Please see the below screen shot from the Facility Management website detailing the multiple reports which can be run by the DOC including: Bank Transfers, Transaction Summary by Facility for Bank Transfer, Transaction Detail for Bank Transfer and Facility, Transaction Detail for Bank Transfer, Deposits by Inmate, and Depositor Activity Report.

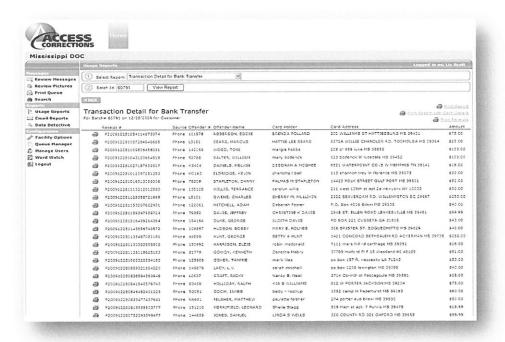


The Agency will also be able to view the details of each bank transfer by clicking on the desired batch. Once selected, this report will display each individual deposit along with the Offender Number, Offender Name, Card Holder, Card Address and Deposit Amount. Please see page 4-37 for an example of this report.

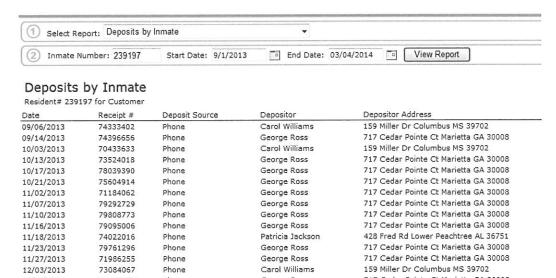








You can also search Deposits by a specific Inmate:



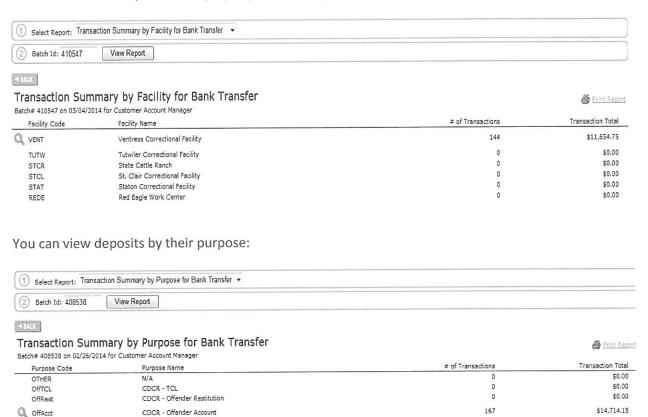




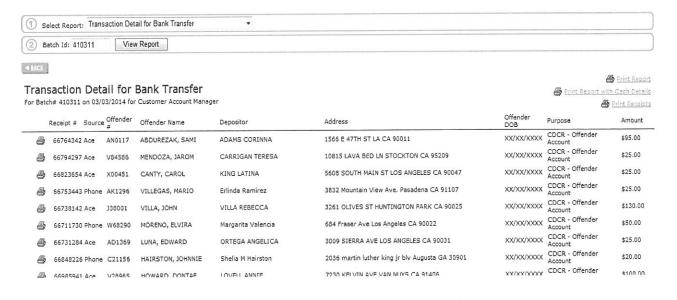


\$14,714.15

You can also view deposit activity by a specific facility:



The Transaction Detail will also easily show the details of each deposit including the source of each transaction:





167





Section 4, Subsection 5.7: General Specifications:

5.7.1: Vendor shall be responsible for safeguarding all stored data, particularly files that contain recipient information, so as to be compliant with all state and federal laws and regulations, and in the case of the Debit Cards, individual card brand requirements. Vendor must be compliant with Payment Card Industry Data Security Standards (PC1 DSS) and must be able to show proof of such certification in accordance with the policies, standards and guidelines.

Vendor Response:

Keefe Response: Keefe has read, understands and will adhere to all of the PCI requirements. Keefe processes credit/debit card data in a secure environment and uses YourPay, which provides third-party software that we embed into our deposit process, to complete the transaction for the credit card authorization. YourPay is a set of products and services offered by First Data for merchant payment processing. First Data is one of the largest credit card processors in the nation. YourPay's merchant payment processing has been certified PCI DSS compliant by a Qualified Security Assessor, Trustwave.

Additionally, all connections to YourPay are done using IP SSL, a standard that further ensures the security of our transactions.

5.7.2: Vendor must provide written notification to Agency as soon as possible, but no later than 24 hours, following the reasonable belief of any unauthorized access or breach of confidential information provided to the Vendor under the Contract. Written notice shall include: a) the nature of the unauthorized use or disclosure; b) the specific confidential information involved; c) who gained unauthorized access; d) what steps has been or will be taken to mitigate any negative effect of the unauthorized use or disclosure; and e) what corrective action Vendor has taken or shall take to prevent future similar unauthorized use or disclosure.

Vendor Response:

Keefe has read, understands and will adhere.

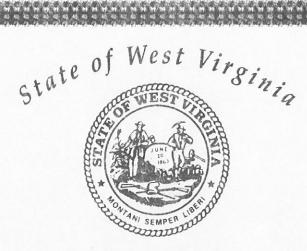
5.7.3: Vendor must comply with Regulation E, "Electronic Funds Transfer" requirements (12 CFR Part 205) issued by the Board of Governors of the Federal Reserve System pursuant to the Electronic Fund Transfer Act (15 U.S.C. § 1693 et seq.).

Vendor Response:

Keefe has read, understands and will adhere. Keefe is fully licensed to engage in the business of currency transmission in the State of West Virginia. Please see the following page for a copy of Keefe's license.







Division of Banking

KEEFE COMMISSARY NETWORK, L.L.C.

WHEREAS, for the purpose of engaging in the business of issuing and selling checks, drafts, money orders, personal money orders or other instruments for the transmission or payment of money in accordance with the provisions of Article 2, Chapter 32A Code of West Virginia, as amended:

Keefe Commissary Network, L.L.C. 10880 Lin Page Place, St. Louis, MO 63132

has been issued this license.

NOW, THEREFORE, I, Sara M. Cline, Commissioner of Banking of the State of West Virginia, do hereby certify that the above named has complied with the provisions of said law and that within the State of West Virginia it and any and all authorized delegates thereof may engage in the business of issuing and selling checks, drafts, money orders, personal money orders or other instruments for the transmission or payment of money in accordance with state law.

This license is valid and shall remain in full force and effect so long as the above named shall comply with the provisions of said law and instructions issued by this office pursuant thereto.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of my office, at Charleston, West Virginia, this the 14th day of September 2011.

Sara M. Cline

Commissioner of Banking







5.7.4: The Vendor may have access to private or confidential data maintained by the Agency to the extent necessary to carry out its responsibilities under this contract. Vendor shall ensure that all data is secured and protected during the course of this contract.

Vendor Response:

Keefe has read, understands and will adhere. Keefe processes credit/debit card data in a secure environment and uses YourPay, which provides third-party software that we embed into our deposit process, to complete the transaction for the credit card authorization. YourPay is a set of products and services offered by First Data for merchant payment processing. First Data is one of the largest credit card processors in the nation. YourPay's merchant payment processing has been certified PCI DSS compliant by a Qualified Security Assessor, Trustwave.

Additionally, all connections to YourPay are done using IP SSL, a standard that further ensures the security of our transactions.

5.7.5: No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by the Vendor except as required by federal or state laws and regulations, either during the period of this contract or thereafter. The Vendor must agree not to use any such data or any material derived from the data for any purpose and where so instructed by Agency, will destroy or render it unreadable.

Vendor Response:

Keefe has read, understands and will adhere.

5.7.6: Vendor shall preserve and make available all of its records and other evidence involving transactions related to this contract for a period of at least five (5) years from the date of expiration or termination.

Vendor Response:

Keefe has read, understands and will adhere.

5.7.7: Vendor shall agree that authorized State or Agency representatives shall have access to and the right to examine records during the term of this contract.

Vendor Response:

Keefe has read, understands and will adhere.







5.7.8: Vendor must provide activity reports to the Agency on an agreed basis, which will include information as outlined by the Agency. Vendor shall provide a description of reporting packages available and if Agency will have access to enter the online system.

Vendor Response:

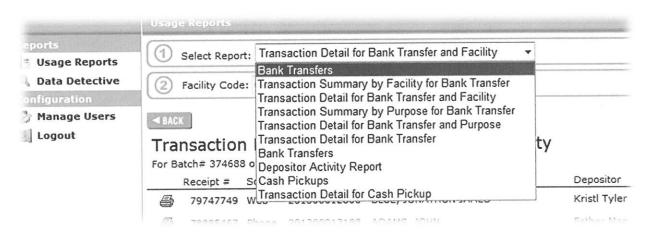
Keefe has read, understands and will adhere. Please see the following for facility reporting data.

More examples of reports and sample screen shots can also be found above on page 4-35 through page 4-37.

Facility Reporting

The Agency will be able to access deposit history, bank transfers and cash pickups easily online. In addition to these reports, the Agency will also be able to access The Data Detective® data mining solution specifically designed for our services.

Please see the below screen shot from the Facility Management website detailing the multiple reports which can be run by the Agency including: Bank Transfers, Transaction Summary by Facility for Bank Transfer, Transaction Detail for Bank Transfer and Facility, Transaction Detail for Bank Transfer, Depositor Activity Report, Cash Pickups and Transaction Detail for Cash Pickup.



The Agency will also be able to view the details of each bank transfer by clicking on the desired batch. Once selected, this report will display each individual deposit/payment along with the Offender Number, Offender Name, Card Holder, Card Address and Deposit Amount (see page 4-43).







| | | C | Offender # | Offender Name | Depositor | Address | Offender DOB | Durmoca | Amount |
|----------|----------|---|--------------|-------------------------------|-----------------------|--|--------------|---------|----------|
| 3 | 79747749 | | | BLUE, JONATHON JAMES | Kristi Tyler | 12980 E 7th Ave Aurora CO 80011 | 10/XX/1988 | N/A | \$50.00 |
| ∌ | | 11.1007.09 | 201300013188 | | Esther Mae Adams | 3550 W 13th Ave Apt 104 Denver CO 80204 | 3/XX/1984 | N/A | \$100.00 |
| 5 | 76691832 | 100000000000000000000000000000000000000 | | | COX CHRISTOPHER | 500 W 123 RD AVE APT 3415 WESTMINSTER CO 80234 | 8/XX/1994 | N/A | \$32.00 |
| 5 | 72725981 | Web | 201300010282 | ARELLANO, EDDIE RAY | Lisa Rodriguez | 4187 w. 72nd Ave C-102 westminster CO 80030 | 2/XX/1985 | N/A | \$20.00 |
| 3 | 75570638 | Web | 201300012893 | BAUGHMAN, CHRISTOPHER MICHAEL | Michael Baughman | 1133 W Shepperd Ave Littleton CO 80120 | 12/XX/1984 | N/A | \$50.00 |
| 5 | 73878156 | Phone | 201300011692 | YOUNG, BYRON TERRELL | Michele Young | 6017 Locust St Commerce City CO 80022 | 10/XX/1969 | N/A | \$300.00 |
| 5 | 71773799 | Phone | 201300012773 | HERNANDEZ, MONIQUE ROCHELE | Juliana Hernandez | 9005 Clay St Denver CO 80260 | 5/XX/1982 | N/A | \$50.00 |
| 3 | 72981361 | Phone | 201300010740 | MENDEZ, JOSE LUIS | Melissa Mendez | 2710 W 86th Ave #56 West Minister CO 80031 | 1/XX/1981 | N/A | \$15.00 |
| 3 | 75311137 | Web | 201300012472 | HELM, ZOE LEIGH | Marsha Malet | 727 S. 5th Ct. Brighton CO 80601 | 7/XX/1992 | N/A | \$44.00 |
| 6 | 70406786 | Phone | 201300012511 | WALKER, BRYANT ANDREW | Wendy S Center | PO Box 261157 Lakewood CO 80226 | 7/XX/1993 | N/A | \$40.00 |
| 5 | 73526254 | Phone | 201300011268 | MORENO-MENCIA, KENY JEOVANY | natasha santistevan | 9049 feveral blvd #4 #275 denver CO 80260 | 10/XX/1987 | N/A | \$80.00 |
| 6 | 77557783 | Phone | 201300009428 | MARTINEZ-YANEZ, ADRIAN | Virgilio Martinez | 1791 Wilderman Pl Aurora CO 87401 | 5/XX/1977 | N/A | \$80.00 |
| 4 | 79561458 | Web | 201300012889 | GISE, PHILLIP | Sandra Gise | 4680 Enid Way Denver CO 80239 | 11/XX/1964 | N/A | \$20.00 |
| 8 | 77911540 | Phone | 201300010596 | RIOS, OSCAR | Jamie Lansaw-Anderson | 119 E St Clair Ave Longmont CO 80504 | 10/XX/1976 | N/A | \$20.00 |
| 6 | 71940354 | Phone | 201300010973 | ELIAS, BRYANT ERNESTO | Jennifer Elias | 14704 E Florida ave Aurora CO 80012 | 4/XX/1988 | N/A | \$65.00 |
| 3 | 71160029 | Phone | 201300004920 | LORENZI, SCOTT | Dawn M Lorenzi | 2000 W 92nd Ave Lot 123 Denver CO 80260 | 12/XX/1977 | N/A | \$45.00 |
| 8 | 73266208 | Phone | 201300013269 | KELLY, TYLER JOE | Debra K Kelly | 3242 E 103rd Dr Unit 608 Thornton CO 80229 | 7/XX/1989 | N/A | \$60.00 |

Data Detective

Data Detective® is KCN's data mining solution specifically designed for our services. This tool is designed with the investigative nature of the corrections market in mind. Authorized staff will be able to search varying degrees of separation in order to establish links from inmate to inmate or end user to end user. Some of the features are listed below:

- Facility staff can explore important data using a dynamic visual map.
- The unique design of the visual map allows investigators to quickly find connections and patterns
- Web based program so authorized facility staff are able to view from their own desktop computer.

Months of research and development, utilizing established relationships with correctional facilities allowed Keefe to develop the very best solution for the corrections market.

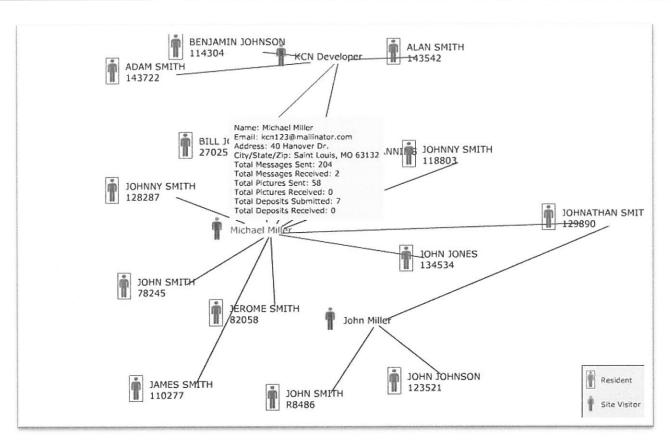
The Facility will have access to reports **24/7** in real time via the facility website. These reports can be searched by date range and include all transaction information including the depositor/sender's address and IP address.

Keefe also provides detailed information regarding the sender through its Data Detective software. This provides the Facility with the sender's address as well as varying degrees of separation in order to establish links from inmate to inmate or end user to end user.









Integrated Security/Investigation Application

In order to control fraud and illegal activity inside and outside of facilities, Keefe has a dedicated team of *twelve (12)* investigators located at our corporate headquarters in St. Louis, MO. Keefe's Investigation Team reviews approximately *27% of the payment transactions for suspicious activities*. The Investigation Team uses our proprietary software combined with industry leading intelligence software providers that are connected to public data bases.

Please see Exhibit F- Fraud Prevention for further details.

5.7.9: Technical support must be available 24/7/365 by both telephone and web.

Vendor Response:

KKeefe has read, understands and will adhere.

Keefe's *Technical Services Department* includes over 60 in house employees and provides four areas of services to customers on a daily basis: *Contact Services, Escalation Services, Data Center Services* and *Project Services*. In addition, Keefe develops its own software and kiosks by means of its own engineering and development staff ensuring knowledgeable staff members are providing timely resolution. Please refer to pages 4-45 through 4-47 for more information regarding Keefe's *Technical Services Department*.







Contact Services

The first line of contact for service requests via phone or e-mail

- E-mail requests are monitored during business hours by a designated Service Center administrator
- Phone requests are routed through CISCO Call Manger on a 24/7/365 basis
 - Phone requests are placed by dialing 800.864.5986.
- When are phone services available?
 - Phone services are available 24/7/365
 - Business hours are defined as 8 AM 5 PM Monday through Friday
 - During business hours, inbound calls are answered by an administrative attendant.
 The administrative attendant determines whether the call is related to marketing, accounting, or technical services. If the call is technical in nature, the attendant can route the call either to the direct extension of an individual technician or to the call-queue for the first available technician
 - Any inbound call outside of business hours can access technical support by choosing option 7 on a touch-tone phone. On-call staff are equipped with notebook computer systems integrated with wireless internet access and VPN access to the Keefe Corporate Service Center
 - Contact Services Staff are located at the Keefe Service Center Corporate Office in St.
 Louis MO Monday through Friday 6 AM 7 PM CST
 - On-Call Staff are located off premises Monday through Friday 5 PM 8 AM,
 Saturday and Sunday 24 hours per day, and Monday morning 12 AM 8 AM
- All customer support cases are documented in Microsoft CRM. History is available to all field sales staff and regional management on a real time basis.
- Examples of first line support services:
 - Resolution of communications errors
 - Analysis of hardware errors and replacement of defective hardware
 - Standard end-user training
 - Order tracking, order processing, pricing updates







Escalation Services

Contact Services escalates more complex service requirements to a higher level of complexity and urgency

- Examples of complex service requirements
 - Recovery of failed hard drive and /or data recovery
 - Re-configuration of standard software features including
 - Accounting profiles
 - o Integration settings
 - o Communications setup
 - Bank, check and cash management features
 - o Receipt settings
 - Standard installations and upgrades.
 - Analysis and reporting of software errors
 - Specialized end-user training
 - Standard Software Upgrades

Data Center Services

- Operation and control of corporate computer systems relating to the customer
- Hardware and software procurement and inventory
- Customer hardware/software pre-configuration
- Central Server Controls
- Server Monitoring
 - Production
 - DR site
- DR readiness
 - Data replication
 - IP address changeover
 - Telco forwarding
 - Activation Procedures
- Customer Backup Maintenance

Project Services

Planning and implementation of software, hardware and network deployments at customer sites

- Current account complex upgrade of hardware and/or software for example, a new feature which involves changes to business processes, server and/or workstation operating system or database level, network topology, etc.
 - Review of new features / equipment required for upgrade
 - Receipt of signed authorization to proceed with equipment / software changes
 - Testing of new features / hardware required for upgrade
 - Development of transition plan
 - Preparation for additional on-site training if required for the upgrade







Committed Response Times

1. Contact Services

The first line of contact for service requests via phone or e-mail

• Committed to Same Day Response 24/7/365

2. Escalation Services

Contact Services escalates more complex service requirements to a higher level of complexity and urgency

Committed to Same Day Response 24/7/365

3. Data Center Services

Operation and control of corporate computer systems relating to the customer

Committed to Same Day Response 24/7/365

4. Project Services

Planning and implementation of software, hardware and network deployments at customer sites

• Committed to Project Scheduled Business Day Response

5.7.10: Customer service must be provided 24/7/365 by both telephone and web. Web service must be user friendly and non-complicated for all friends and families of the inmates. Vendor must provide customer satisfaction surveys by telephone and web. Vendor shall describe its responsibilities of customer service personnel, including the chain of command for problem resolution.

Vendor Response:

Keefe has read, understands and will adhere. Please see below for more information regarding Keefe's customer service.

Keefe Customer Service personnel have the following responsibilities:

- Answer incoming phone calls and solve problems from customers regarding deposits and payments, product questions, and program specifications.
- Meet established key performance/service level goals call handle times/number of calls per day and quality assurance standards.
- Provide customers/officers tracking information on deposits and payments.
- Enter deposits/payments received by phone into the computer system.
- Complete other duties as assigned by Customer Service Manager.

Keefe Call Center is set up in the following manner for problem resolution.

- 1. Call Center Agent Agent receives call that requires information outside of their knowledge or duty.
 - a. Option 1 Send a chat to our internal help desk to attempt to get answer for customer and resolve issue.
 - b. Option 2 Depending on the urgency of the issue, the agent can fill out a call back form that goes into a folder. This folder is managed by a Senior Agent and they call the customer back to resolve the issue.
 - c. Option 3 For an immediate issue, the agent can send the call to our Escalation Queue to speak with an agent that has been trained on further duties to resolve problem issues with customers.







 If the Escalated Agent needs assistance with the call, they reach out to a Supervisor or Manager that is available. Then the call is handled until resolved by that person.

5.7.11: Vendor shall be responsible for any fees or costs associated with the interface to Agency's current inmate accounting system and inmate information system.

Vendor Response:

Keefe has read, understands and will adhere.

5.7.12: For all services outlined in this RFP, Vendor must provide the ability for Agency to see connections between inmates and depositors and all transaction history.

Vendor Response:

KKeefe has read, understands and will adhere. Please see the following page for information regarding **Data Detective**.

Data Detective

As an additional feature and another way for the facility to monitor its services, Keefe's **Data Detective** is a data mining solution specifically designed to work in conjunction with our services. This tool is designed with the investigative nature of the corrections market in mind. Authorized staff will be able to search varying degrees of separation in order to establish links from inmate to inmate or end user to end user. Some of the features are listed below:

- Facility staff can explore important data using a dynamic visual map
- The unique design of the visual map allows investigators to quickly find connections and patterns
- Web based program so authorized facility staff are able to view from their own desktop computer

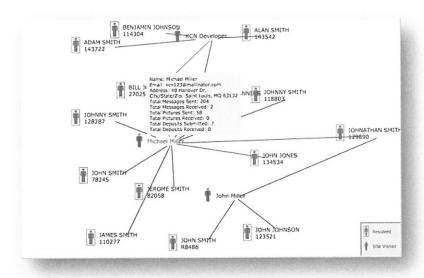
The Facility will have access to reports **24/7** in real time via the facility website. These reports can be searched by date range and include all transaction information. This provides the Facility with the sender's address as well as varying degrees of separation in order to establish links from inmate to inmate or end user to end user. The reports can also be exported into Excel or as a PDF.

See below screen shot of the *Data Detective*. It shows the sender "Michael Miller", his email address, street address, total messages sent and total deposits made. The software then establishes relationships with other inmates he has deposited funds to or sent messages.









5.7.13: For all services outlined in this RFP, Vendor must provide the ability for Agency's investigators to view within the link analysis all transactions in a quick and easy view manner.

Vendor Response:

K Keefe has read, understands and will adhere.

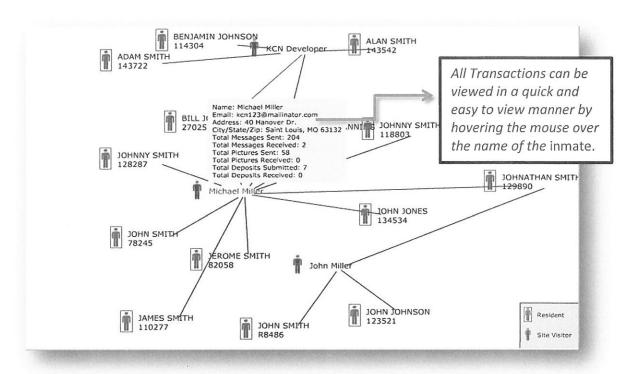
The Facility will have access to reports **24/7** in real time via the facility website. These reports can be searched by date range and include all transaction information. This provides the Facility with the sender's address as well as varying degrees of separation in order to establish links from inmate to inmate or end user to end user. The reports can also be exported into Excel or as a PDF.

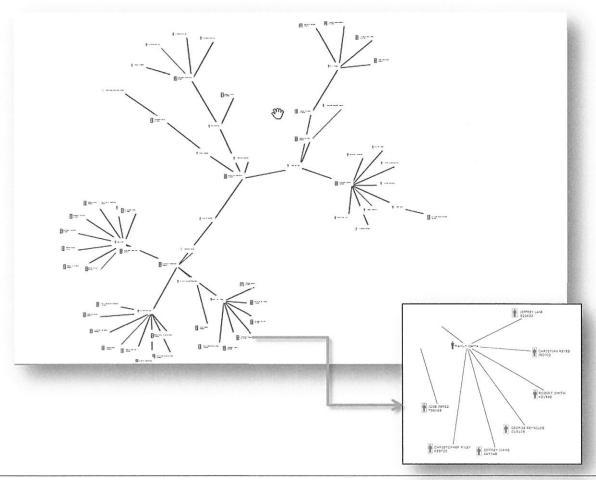
See below screen shot of the Data Detective. It shows the sender "Michael Miller" as well as his email address, street address, total messages sent and total deposits made as well as who else he has sent messages or deposited money to.

















5.7.14: Resolve all deposit and transferring of funds issues within a twenty-four hour period.

Vendor Response:

Keefe has read, understands and will adhere.

5.7.15: Ensure all receipts are properly identified with the name of depositor, the inmate's name and the inmate's DOC ID number.

Vendor Response:

Keefe has read, understands and will adhere. Keefe will provide a receipt to the sender. When placing a phone deposit, the sender will receive a confirmation number over the phone as well as an email copy of the receipt. Deposits made over the web will receive a receipt upon completion of the transaction as well as an email copy. Lobby kiosk deposits print a receipt directly at the kiosk upon completion of the transaction.

The receipts contain the inmate's name and ID number as well as their facility housing location. It will also show the total amount charged, breaking down the deposit amount and the fee amount.

5.7.16: Vendor shall have a formal quality assurance/quality control program in place that demonstrates internal review and quality control processes are in place and routine evaluations of the quality of the system, equipment, and services are performed to ensure compliance with the terms and conditions of this contract.

Vendor Response:

Keefe has read, understands and will adhere. Our quality assurance plan is as follows:

Keefe Commissary Network Support Services – Quality Assurance Plan

To insure the quality of the technology products and services offered by Keefe, our Technical Services group provides four areas of services to customers on a daily basis: Contact Services, Escalation Services, Data Center Services, and Project Services. In addition, Keefe develops its own software/kiosks by means of its Engineering / Development staff that perform application level Quality Assurance and new feature deployment sponsorship. Please see answer to 5.1.12 above for further details.







5.7.17: Vendor shall have five years' experience in providing web based deposit services and debit card services in a correctional setting.

Vendor Response:

Keefe has read, understands and will adhere. KCN is well experienced in handling a large volume of probation payments as well as trust fund deposits and money orders for the correctional market. KCN currently processes over 3.3 million transactions per year while providing this service to over 275 county facilities and 13 State Department of Corrections encompassing over 630,000 inmates. We have been providing this service for over 6 years.

KCN also provides our debit card release program at over 90 correctional facilities encompassing over 50,000 inmates issuing over 11,000 debit cards per month. We have been providing our debit card program for over 4 years. We currently provide this service to such large county facilities as Dallas County, TX; Riverside Regional, VA; St. Louis County, MO and Essex County, MA. We are also providing the debit release program for the Alabama Department of Corrections.

5.7.18: Vendor shall provide three (3) professional references, preferably from government owned correctional agencies.

Vendor Response:

Alabama Department of Corrections

Contact: Robert Brantley, Assistant Account Director, Accounting Division

T: 334-353-5561 F: 334-353-3020

Email: Robert.Brantley@doc.alabama.gov
Project Start Date: December 2012 - Current

Project Description: Electronic Transfers of Funds to Inmates' Accounts, Lockbox Services to process deposit of money orders to inmates' accounts, and Inmate Debit Cards for issue inmates' funds upon release and for use at the inmate work release/community work centers

Mississippi Department of Corrections

Contact: Dell Lemley, Director of Fiscal Affairs

T: 601-359-5625 F: 601-359-5377

Email: dlemley@mdoc.state.ms.us

Project Start Date: December 2008 - Current

Project Description: Inmate Deposit Services, Inmate Secure Mail Email service, MP3 Program, and

Commissary Services

Oregon Department of Corrections

Contact: Bob Culp, Trust Fund Manager

T: 503-373-5872

Email: <u>Bob.A.Culp@doc.state.or.us</u>
Project Start Date: April 2011 - Current

Project Description: Inmate Deposit Services, Inmate Secure Mail Email service, and MP3 Program







By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Company)

Imother Times Regional Vice President
(Representative Name, Vitle)

1-800-541-1700 / 1-440-572-5383
(Contact Phone/Pax Number)

April 11th, 2014
(Date)





EXHIBIT A: GENERAL TERMS AND CONDITIONS

Keefe has read, understands and will adhere to all *General Terms and Conditions* included in **Request for Proposal COR61609**. Keefe takes **NO EXCEPTIONS** to the *General Terms and Conditions* included in the RFP and enclosed on the following pages A2 – A14.

Please refer to Exhibit C: Insurance/Licensing for copies of Keefe's Workers' Compensation Insurance and Commercial General Liability Insurance certificates, as well as Keefe's Certificate of Authorization and Business Registration Certificate for doing business in the state of West Virginia.

Keefe does not qualify for vendor preference and therefore will not be submitting a Vendor Preference Certificate for RFP COR61609 as mentioned in #21 on pages 13-14 of the General Terms and Conditions section (Keefe Exhibit Pages A-7 & A-8).

Please refer to **Exhibit D** for a copy of **Keefe's Purchasing Affidavit** as required on page 18 of the General Terms and Conditions (Keefe Exhibit Page A-12).

Please refer to Exhibit E: Sample Reports for report samples for Keefe Commissary Network customers.







GENERAL TERMS AND CONDITIONS:

- CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Purchasing Division
 Director, or his designee, and approved as to form by the Attorney General's office constitutes
 acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's
 signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions
 contained in this Contract.
- 2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
 - **2.1 "Agency"** or "**Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
 - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
 - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
 - **2.6 "Solicitation"** means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
 - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.





9

| 3. | CONTRACT TERM; RENEWAL; EXTENSION: | The term of this Contract shall be determined in |
|----|--|--|
| | accordance with the category that has been identified as | applicable to this Contract below: |

√ Term Contract

Initial Contract Term: This Contract becomes effective on award

and extends for a period of one (1)

year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

Reasonable Time Extension: At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.

| | Fixed Period Contract: This Contract becomes effective upon | Nendor's receipt of the notice to |
|---|---|-----------------------------------|
| ш | proceed and must be completed within | days |







| | | One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year. |
|----|--------------|--|
| | | Other: See attached. |
| 4. | receivi | CE TO PROCEED: Vendor shall begin performance of this Contract immediately upon ng notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the recuted Purchase Order will be considered notice to proceed |
| 5. | | WTITIES: The quantities required under this Contract shall be determined in accordance with egory that has been identified as applicable to this Contract below. |
| | \checkmark | Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown. |
| | | Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith. |
| | | Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith. |
| | | One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office. |

- 6. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.
- 7. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.
- 8. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.









| | BID BOND: All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid. | | | | | | |
|--|---|--|--|--|--|--|--|
| | PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value. | | | | | | |
| | LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award. | | | | | | |
| In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may present certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered same schedule as the bond it replaces. A letter of credit submitted in lieu of a performant labor/material payment bond will only be allowed for projects under \$100,000. Personal or be checks are not acceptable. | | | | | | | |
| | MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award. | | | | | | |
| \checkmark | WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request. | | | | | | |
| \checkmark | INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder: | | | | | | |
| | Commercial General Liability Insurance: \$1,000,000.00 or more. Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract. | | | | | | |
| Revised 10/02/2013 | | | | | | | |







The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

| LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division. |
|---|
| |
| |
| |

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

- 9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
- 10. ALTERNATES: Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
- 11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or







other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount for

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 14. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.
- 15. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
- 16. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.
- 17. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 18. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 19. DELIVERY: All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- **20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 21. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's







failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE: On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage







requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

- 30. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- 31. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
- 32. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 33. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 34. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
- 35. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency, (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **36. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 37. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.







38. [RESERVED]

- 39. CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/default.html.
- 40. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 42. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired







by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

43. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety, understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

| | The State of West Virginia currently utilizes a Purchasing |
|---|--|
| | by a banking institution, to process payment for goods and |
| services. The Vendor must accept the Sta | te of West Virginia's Purchasing Card for payment of all |
| orders under this Contract unless the box below | ow is checked. |

| | Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all |
|---|--|
| ш | goods and services. |

- 45. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 46. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered







by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- 47. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
 Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.
 Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.
- 51. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information







to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

- 52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
 - a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
 - b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.







53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.







EXHIBIT B: ADDENDUM ACKNOWLEDGEMENT FORMS

Please see the following pages for all addenda issued for RFP COR61609 for *Inmate Banking Services*.





DODZEN

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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NUMBER COR61609 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

DIVISION OF CORRECTIONS

SH 1409 GREENBRIER ST

CHARLESTON, WV 25311

304-558-8045

| 12/26/2 BID OPENING DATE | 2013 | 2014 | | | BID OPE | NING TIME 1:3 | OPM |
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SOLICITATION NUMBER: COR61609

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as COR61609 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

| [X] | Modify bid opening date and time |
|-------|--|
| [] | Modify specifications of product or service being sought |
| [] | Attachment of vendor questions and responses |
| [] | Attachment of pre-bid sign-in sheet |
| [] | Correction of error |
| [Y] | Other |

Description of Modification to Solicitation:

- 1. The bid opening date has moved from 01/07/2014 to 01/30/2014. The bid opening time remains at 1:30 pm.
- 2. Responses to vendor questions will be issued under separate addendum.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR61609

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

| - | | | lumbers Received: | | | |
|------|-------|------|-----------------------------|-------|------------|-----------------|
| (Che | ck th | e bo | x next to each addendum rec | eivec | i) | |
| | [' | 1 | Addendum No. 1 | [|] | Addendum No. 6 |
| | [|] | Addendum No. 2 | [|] | Addendum No. 7 |
| | [|] | Addendum No. 3 | [|] | Addendum No. 8 |
| | [|] | Addendum No. 4 |] |] | Addendum No. 9 |
| | ٢ | 1 | Addendum No. 5 | ٦ | 1 | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

March 26, 2014

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



VENDOR

SIGNATURE TITLE

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia Department of Administration **Purchasing Division** 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

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NUMBER COR61609 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

DATE

TARA LYLE 304-558-2544

DIVISION OF CORRECTIONS 1409 GREENBRIER ST

CHARLESTON, WV

25311 304-558-8045

DATE PRINTED 01/28/2014 BID OPENING TIME BID OPENING DATE: 1:30PM 02/27/2014 CAT. AMOUNT UNIT PRICE UOP ITEM NUMBER LINE QUANTITY ADDENDUM NO. 2 SEE ATTACHED PAGE\$. END OF ADDENDUM NO. 2 946-25 d001 1 INMATE BANKING SERVICES THIS IS THE END OF RFQ COR61609 ***** TOTAL:

ADDRESS CHANGES TO BE NOTED ABOVE

TELEPHONE

SOLICITATION NUMBER: COR61609 Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as COR61609 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

| [X] | Modify bid opening date and time |
|-----|--|
| [] | Modify specifications of product or service being sought |
| [X] | Attachment of vendor questions and responses |
| [] | Attachment of pre-bid sign-in sheet |
| [] | Correction of error |
| (X) | Other |

Description of Modification to Solicitation:

- 1. The bid opening date has moved from 01/30/2014 to 02/27/2014. The bid opening time remains at 1:30 pm.
- 2. Sign-in sheets from the mandatory pre-bid meeting held on 12/3/13 attached.
- 3. Responses to vendor questions will be issued under separate addendum.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Request for Proposal No.

COR61609

PLEASE PRINT

| Date: | 12/3/13 |
|-------|---------|
| | |

TELEPHONE & FAX

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

NUMBERS MAILING ADDRESS FIRM & REPRESENTATIVE NAME 21848 Commerce Parkway Suite 100 PHONE Keefe Group Company: TOLL Strongsville OH 44149 FREE 900- 541-1700 erome Anderson Rep: FAX 440-672-5393 Email Address: janderson@ Keefegroup con PHONE TOLL OVITGAHZ FREE Rep: FAX 305-675-0693 JOSH@JPAY. COM Email Address: Company: TOLL FREE Rep: tward touch paydigect. com FAX Email Address: PHONE Company: TOLL FREE Rep: FAX **Email Address:** PHONE Company: TOLL FREE Rep: FAX **Email Address:**

Page: 2 of 5

Request for Proposal No.

COR61609

PLEASE PRINT

Date:

12/3/13

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

TELEPHONE & FAX
NUMBERS

| FIRM & REPRESENTATIVE NAME | MAILING ADDRESS | NUMBERS |
|--|--|------------------------------------|
| Company: GTL Rep: CARL R. Muncy Email Address: Vmuncy & gtl. net | CAMERON ST Mobile Alt 1288 Hamilton & Crown City Nhio 45623 | PHONE 746-861-0388 TOLL FREE FAX |
| Ellidi Address. Thanky & girne | 7,0410 43623 | |
| company: Kanawha IT Sucs Rep: Lisa Philatt | 821 20 Walnut St. St. Allbans, W/ | PHONE SUL 395 8788 TOLL FREE |
| | | |
| Email Address: Ligh @ Kitswv. (on | <u> 25177</u> | FAX |
| company: Global Tel link Rep: Jim Bramer Email Address: Jbeamer @ GTL. MET | 730 Texas Ave York, PA 17404 | PHONE 703-843-7630 TOLL FREE FAX |
| Company: | | PHONE |
| Rep: | | TOLL FREE |
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Request for Proposal No.

COR61609

PLEASE PRINT

Date:

TELEPHONE & FAX

12/3/13

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

NUMBERS MAILING ADDRESS FIRM & REPRESENTATIVE NAME PHONE (870) 933-6386 Company: Tech FRIENDS, IIIC 1021 S. Main St Juneshoro AR 72401 FREE MARIE HANEY, VP Rep: FAX Email Address: mhaney @ techtiends, lown PHONE 304 7674387 821 Swalnurst Company: StAlbans WV 25177 FREE Am Jayre Rep: Email Address: time Kitswv. com FAX PHONE Company: TOLL FREE Rep: FAX Email Address: PHONE Company: TOLL FREE Rep: FAX **Email Address:** PHONE Company: TOLL FREE Rep: FAX Email Address:

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Request for Proposal No.

COR61609

PLEASE PRINT

Date: 12/3/13

TELEPHONE & FAX

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

NUMBERS MAILING ADDRESS FIRM & REPRESENTATIVE NAME Corrections PHONE Company: TOLL Particia Withow FREE Rep: FAX Email Address: Corrections PHONE Company: TOLL Jest Stinett FREE Rep: **FAX** Email Address: Corrections PHONE Company: TOLL FREE Rep: **FAX** Email Address: **PHONE** Company: TOLL FREE Rep: **FAX Email Address: PHONE** Company: TOLL uncon FREE Rep: FAX Email Address:

Page: 5 of 5

Request for Proposal No.

COR61609

PLEASE PRINT

Date:

12/3/13

TELEPHONE & FAX

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

MAILING ADDRESS NUMBERS FIRM & REPRESENTATIVE NAME PHONE TOLL David Phillips FREE Rep: Email Address: FAX Company: CORRECTIONS PHONE TOLL CLIFE M. ORAVEC Rep: FREE Email Address: PHONE TOLL FREE Rep: Email Address: FAX Company: PHONE TOLL Rep: FREE Email Address: FAX PHONE Company: TOLL Rep: FREE Email Address: FAX

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR61609

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

| (Chec | k th | e bo | x next to each addendum rec | eivec | l) | |
|-------|------|------|-----------------------------|-------|----|-----------------|
| | [|] | Addendum No. 1 | [|] | Addendum No. 6 |
| | [\ | 1 | Addendum No. 2 | [|] | Addendum No. 7 |
| | [|] | Addendum No. 3 | [|] | Addendum No. 8 |
| | [|] | Addendum No. 4 | [|] | Addendum No. 9 |
| | Γ | 1 | Addendum No. 5 | [|] | Addendum No. 10 |

Addendum Numbers Received:

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company

Authorized Signature

March 26, 2014

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



VENDOR

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

RFQ COPY TYPE NAME/ADDRESS HERE

Solicitation

OH-P

NUMBER COR61609 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

DIVISION OF CORRECTIONS

1409 GREENBRIER ST

CHARLESTON, WV 25311

304-558-8045

DATE PRINTED 02/03/2014

| BID OPENING DATE | | | | OPENING TIME 1:30PM | | | |
|------------------|--------------------|--------------|-------------|---------------------|-------------------|-----------------|--------|
| LINE | QUANTITY | UOP | CAT. NO. | ITEM NU | IMBER | UNIT PRICE | AMOUNT |
| | SEE ATTACHED | PAGE: | | ENDUM NO. | 3 | | |
| | | EI | ND OF | ADDENDUM | NO. 3 | | |
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| TILE | | | | | TELEPHONE | DATE | |
| 14715115 | FEIN | | | ADDRESS CHANGES | TO BE NOTED ABOVE | | |

SOLICITATION NUMBER: COR61609

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as COR61609 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

| [X] | Modify bid opening date and time |
|-------|--|
| [] | Modify specifications of product or service being sought |
| [X] | Attachment of vendor questions and responses |
| [] | Attachment of pre-bid sign-in sheet |
| [] | Correction of error |
| [X] | Other |

Description of Modification to Solicitation:

- 1. Responses to vendor questions attached.
- 2. Revised Attachment C Cost Sheet attached.
- 3. There will be a second round of questions.

VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non- written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: February 13, 2014 at 5:00 pm

Submit Questions to: Tara Lyle, File 32

2019 Washington Street, East

Charleston, WV 25305 Fax: 304-558-4115

Email: Tara.L.Lyle@wv.gov

4. The bid opening has moved from 02/27/2014 to 03/11/2014. The bid opening time remains at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

QUESTIONS:

Q1: With regard to cost proposal, Tech Friends would suggest the following modification to the evaluation form:

| Item # | Description Unit | | Estimated | Unit Price | Extended |
|--------------------|---|--------|--------------------|------------|----------|
| | Mea | sure . | Annual Quantity | | Amount |
| 1 | Web Portal Deposit Fees (\$40.00 deposit amount) | Each | 35,0 | 000 | \$ |
| 2 | Lobby Deposit Kiosk Fees (Cash) | Each | 5,00 | 00 | \$ |
| 3 | Lobby Deposit Kiosk Fees (\$40.00 deposit amount with Credit/Debit card) | Each | 5,00 | 00 | \$ |
| 4 | Permanent Release Debit Card Fees (Issue Fee) | Each | 2,50 | 00 | \$ |
| 5 | Work Release Debit Card Fees (Monthly Fee) | Each | 10,0 | 000 | \$ |
| 6 | Parole Supervision, Court Costs, Restitution Fees (Cash at Kiosk) | Each | 5,00 | 00 | \$ |
| 7 | Parole Supervision, Court Costs, Restitution Fees (\$40.00 deposit amount with Credit/Debit Card) | Each | 5,00 | 00 | \$ |
| 8 | Post Office Lock Box Fees | Each | 2,00 | 00 | \$ |
| Grand Total | | | \$ | | |

A1. The Agency will not make the recommended changes unless the Vendor can more thoroughly explain why this is necessary. See revised Cost Sheet.

- Q2: Identity theft is a huge problem in our society and the citizens of West Virginia will be entrusting the awarded vendor with extremely sensitive, personal financial information (credit and debit cards) through the use of the deposit web portal. Do you require the bidders to disclose any such security breaches that have occurred in their company or affiliates?
- A2. The Agency expects all vendors to include details of the security section of its web portal, including success rate, security breaches, how the breaches were corrected, impact to users and assurance the Agency is free and clear of any and all responsibility of any security breach. The Agency will request contact information for the customer that the breach occurred.
- Q3: Understanding and complying with state and federal law is very important when engaging in the transmission of the public's funds. Do you require that the bidders disclose any fines that have been levied and any settlement agreements with any County or State governments for violation of money transmission laws or statutes?
- A3. All Vendors shall comply with all local, state and federal laws with respect to the transmission of funds. Vendors shall, in its proposal, outline and detail any violations, including the end result and impact for these violations.
- Q4: How many trust fund deposit transactions does the WV DOC currently process each month? Please provide the breakdown by deposit method:

How many were money order? How many were web? How many were cash at Kiosk? How many are phone?

A4. Please refer to the attached reports. See Exhibit A.

Q5: During the pilot of the lobby deposit kiosk, how many transactions we made on average each month?

How many by cash? How many by credit/debit card?

A5. Please refer to the attached reports. See Exhibit A.

Q6: During the pilot program for web deposits was it DOC wide? If not, which facility(s) was it limited to?

A6. All facilities were included for web deposits.

Q7: During the pilot of the web portal program, how many deposits were made on average each month?

A7. Please refer to attached reports. See Exhibit A.

- Q8: The pilot consisted of web and lobby deposit kiosk. Did the piloted vendor process any other methods of deposit (i.e. phone, money orders, walk-in cash)?
- A8. No all other types of deposits are/were handled by the Agency.
- Q9: What was the fee structure for deposits made during the pilot program?
- A9. The current vendor charges the following fees to the user:

 Lobby Kiosk Cash \$2.50 any amount

Lobby Kiosk - Credit/Debit - 10% with \$2.50 minimum

Web Deposit - Credit/Debit - 10% with \$2.50 minimum

- Q10: What is the average dollar amount deposited per trust fund deposit?
- A10. Please refer to attached reports. See Exhibit A.
- Q11: The RFP only refers to web and money orders as methods for trust fund deposits. Will the DOC also allow phone, walk-in cash or any other methods of deposits?
- All. The Agency desires for all payments, regardless of type of payment, to be handled by the successful contract Vendor. The Agency will not accept any type of funds for the inmate accounts after award of contract.
- Q12: Will the WV DOC stop accepting deposits from friends and family and require all deposits to go through the awarded vendor?

A12. Yes

- Q13: Will these services be awarded to more than one vendor? If so, how many vendors could be awarded?
- A13. It is the intent of the Agency to award a total contract to one Vendor; however, you will see in the State's General Terms and Conditions, we reserve the right to award to multiple Vendors if it is deemed in the best interest of the State and Agency.
- Q14: Are all parole payments currently only made via money order? If not, what other methods of payment are currently accepted?
- A14. Yes, money orders are the only form of payment accepted by the Agency.
- Q15: How many parole payments does the WV DOC currently collect each month? Please provide how many per each method of payment?
- A15. The Agency currently has 3,070 offenders under supervision that are required to pay \$40.00/month in supervision fees. At times, these fees are waived or reduced due to the financial situation or treatments requirements. Due to new state law, there could potentially be 2,000 or more offenders on supervised parole within the next few years.

Q16: Please provide the various fees that parolees are required to pay (i.e. supervision, court costs, restitution).

A16. Supervision fees, court costs, restitution and electronic monitoring fees.

Q17: Please provide the average payment dollar figure for each of the parole payment types listed in question 16.

A17. Unfortunately these fees are not currently handled through the Lockdown system and the Agency does not have an electronic method to secure reports for this information.

Q18: Will the WV DOC stop accepting parole payments directly and require all payments to go through the awarded vendor?

A18. Yes

Q19: How many paroled offenders are currently under WV DOC supervision?

A19. Please refer to Answer #15

Q20: What is the current number of parolees under supervision at each specific parole office?

A20:

| Beckley | 327 |
|-------------|------------|
| Elkins | 148 |
| Lewisburg | 64 |
| Parkersburg | 181 |
| Welch | 100 |
| Charleston | 333 |
| Huntington | 370 |
| Logan | 151 |
| Princeton | 294 |
| Wheeling | 233 |
| Clarksburg | 330 |
| Keyser | 154 |
| Martinsburg | 287 |
| Ripley | 136 |
| Total Of | Total 3108 |

Q21: How many payments are currently made per month at each specific parole office location?

A21. Unfortunately the Agency does not have an electronic means to obtain a report to provide this information.

Q22: What is the current inmate accounting system? What are the costs associated with interfacing with said company?

A22. Lockdown, by Tech Friends. The Agency recommends that all Vendors contact Tech Friends concerning costs.

- Q23: How many locations will require a lobby deposit kiosk?
- A23. All parole offices and work release centers, or facilities that house work release inmates.
- Q24: Under 5.3 Permanent Release Debit Cards number 5.3.9 it states "Vendor's system shall provide real time alerts to Agency." Can you please clarify what type of alerts the Agency desires?
- A24. 5.3.9 is hereby deleted. This clause does not pertain to "release debit cards"
- Q25: On Attachment C Cost Sheet Item #2, It only asks for one fee amount for Lobby Deposit Kiosk Fees. However, the kiosk will accept both cash and credit/debit cards deposits. Can we provide a different fee for cash versus credit/debit card deposits?
- A25. Yes, the cost sheet is hereby amended and attached to this Addendum. See Attachment C.
- Q26: On Attachment C Cost Sheet Item #3 and #4, it only asks for a single fee for both Permanent Release Debit Card and Work Release Debit Card. Is this referring the load fee amount? If not, what type fee is being requested here?
- A26. Yes. If the Vendor has another fee(s), please provide this information in the next series of Vendor questions.
- Q27: On Attachment C Cost Sheet Item #5, it states Parole Supervision, Court Costs, Restitution Fees, what payment methods (web, phone, kiosk, lock box, etc) would this fee apply to?
- A27. It is the desire of the Agency to offer Parolees the option of using web, phone, kiosk, and lock box methods. The Cost Sheet is hereby amended and attached. See Attachment C.
- Q28: We know it states that vendor shall be responsible for all costs of hardware, software and installation of the lobby deposit kiosk, including but not limited to electrical and network cabling and infrastructure; however, can the awarded vendor utilize the WV DOC LAN/WAN to connect our lobby deposit kiosks?
- A28. Yes
- Q29: "Section 4, Subsection 5.3.9 & Subsection 5.4.10: Vendor's system shall provide real time alerts to Agency." Please provide more detail as to the types of debit card alerts the Agency is seeking.
- A29. It is the desire of the Agency to have the ability to monitor and/or set guidelines on the work release debit cards so inmates cannot go outside of certain geographical areas or use cards at various types of businesses/entities. Vendor should offer a solution to monitor allowed usage of the card.

Q30: What does the Agency currently use as far as accounting software, the database holding the inmate information, and all hardware associated with this software at all locations? This is needed to ensure that the solution provided will in fact be compatible with the system currently in use.

A30. Lockdown, by Tech Friends. The Vendor should contact Tech Friends to assure compatibility with the system.

Q31: What does the Agency use now as far as the deposit system? This is needed to ensure compatibility with the current system.

A31. Refer to Answer #30

- Q32: Exactly how many kiosks are to be provided? In section Four, on page 21, number 2.7 states that the agency may add kiosks at any time with no cost. This is not possible, as we are not in the business of providing services and hardware for free to anyone. We need to know exactly what you want and where you want it.
- A32. This is a no-cost contract to the Agency. The Vendor will generate revenue for the services offered and the fees charged. If Agency requests the addition of kiosks at any time during the term of this contract, the Vendor shall provide the kiosks at no charge to the Agency.
- Q33: Does the Agency allow subcontracting of the banking portion of the system? We are negotiating with several credit unions in the area to provide this service, as we are not a bank.

A33. Yes. Vendor shall include a list of all subcontractors in its proposal.

- Q34: Is there an allowance for circumstances beyond the control of the vendor in the case of meeting the 24 hour problem resolution deadline? As in cases of extended power outages, infrastructure breakdowns, or a national debit card vendor issue.
- A34. Yes with force majeure circumstances but not national debit card vendor issue unless it is created by force majeure, not security breach. All Vendors shall include its emergency plan of action with the proposal. Vendor shall be prepared to discuss the national debit card vendor issue at the oral presentation.
- Q35: Does the Agency have information regarding the locations of the kiosks available for inspection? Details are needed such as the type of construction, existing electrical service, existing network infrastructure, and pictures of the locations where kiosks are requested. We need to know if there are any additions needed, or if the existing equipment is satisfactory for use.

A35. Minimum 10mb connection at all locations.

Q36: What programming language is currently used on the applications in which compatibility is to be maintained? This information is needed in order to estimate the time needed for the web portal, and all other parts of the project.

A36. Please contact Tech Friends for this information.

Q37: The delivery of a proposal by commercial carrier such as FedEx or UPS requires a contact name and phone number. Please confirm that the contact for delivery will be Tara Lyle, 304-588-4115.

A37. Yes, Tara Lyle is correct contact person; however, her phone number is 304-558-2544.

Q38: Please confirm that all vendors are required to be PCI compliant and have not had any data breaches within the past 5 years.

A38. Yes

Q39: Please provide the number of releases that are made from the DOC each year.

A39. Approximately 3,000

Q40: Please provide the name and contact of the current Inmate Information System provider so that it is possible to determine an approximate cost for the interface between the two systems.

A40. Lockdown, Tech Friends.

Q41: On page 21, Section 2.2 and 2.4, the DOC makes reference to a pilot program for money acceptance programs through a web portal and a lobby kiosk. Please provide the current fee structure that the public and/or inmate incur when a deposit is made. Please provide the current volume for these services individually for the past year if available or at a minimum the past 6 months.

A41. Please refer to the attached reports for current volume. See Exhibit A.

The fees are:

Lobby Kiosk - Cash \$2.50 any amount

Lobby Kiosk - Credit/Debit - 10% with \$2.50 minimum

Web Deposit - Credit/Debit - 10% with \$2.50 minimum

Q42: On page 21, Section 4.2.7 the state makes reference to inmate pod kiosks with email, media, and commissary ordering and the fact that the DOC reserves the right to add and install ...during the term of this contract at no cost. Please provide which facilities these units would likely be deployed and the number of units that would be required.

A42. If added in the future, the Agency wants at all prison/work release locations. This is a no cost contract to the Agency; therefore, the Vendor will install at no cost and generate revenue from the services provided.

- Q43: On page 21, Section 4.2.7 Inmate pod kiosks. Would you please clarify where the response concerning the Inmate pod kiosks should be addressed? It is unclear in Attachment A or B.
- A43. The Agency does not want the inmate pod kiosks installed or included at this time. We simply reserve the right to include these in the future. Vendor may address/include a proposal for future inmate pod kiosks in its proposal. Vendor should address this issue in the same area the Agency included it. If this does not answer your question, please clarify what you are asking in the next series of Vendor questions.
- Q44: On page 21, Section 4.2.7 Inmate pod kiosks. We would respectfully request that site visits to each facility be provided to determine the cost associated with the installation of the inmate pod kiosks.
- A44. Inmate pod kiosks will not be accepted and/or installed upon contract award. The Agency reserves the right to add under contract at a later date. Kiosks will be installed at all parole offices and work release locations. If the Vendors desire to visit these locations, please request in the next series of Vendor questions.
- Q45: On page 22, Section 5.1.2 and 5.1.3. Requirement 5.1.2 requires real time deposits but 5.1.3 requires batch mode. Would the DOC please clarify the type of processing that is required?
- A45. Batch mode is hereby deleted from this RFP.
- Q46: On page 24, Section 5.3.7, and on page 25, 5.4.8. The DOC is asking to have the ability to set geographical locations or types of businesses. Would you please clarify your intent for this requirement?
- A46. Please refer to Answer #29.
- Q47: On page 24, Section 5.3.9, 'Vendor's system shall provide real time alerts to Agency.' What type of alerting capabilities is the DOC looking for?
- A47. Please refer to Answer #29.
- Q48: On page 24, Section 5.4, this section deals with the Work Release Debit Card. Would the DOC please clarify:

Q48a: How often the work release inmate is paid to their card?

A48a: Our current Vendor does not provide work release debit cards. However, the Agency desires to have the ability to load money on the cards on a daily, weekly and monthly basis.

Q48b: What is the average time an inmate will be on work release with a card?

A48b: Approximately 18 months.

Q48c: What is the average payment made to the work release inmate in each period and what is that period?

A48c: It varies based on where the inmate is employed. Most work release inmates are paid at a minimum wage rate. Pay days are weekly, every other week and/or monthly.

Q48d: What percentage of the work release inmates have a Social Security number?

A48d: 100% should have social security numbers since they are employed.

Q49: Page 28, Section 5.2.8 Lobby Kiosks. We respectfully request that the DOC provide site surveys of the work release centers and the parole offices so that vendors are able to determine the approximate cost to install the electrical and network connectivity.

A49. Please clarify if it is your desire to visit all parole offices and work release centers or one of each. The Agency will schedule the site visits after the next series of Vendor questions.

Q50: RFP page 28-29 Oral Presentation #6 – Do we need to answer this extensive list of potential oral presentation questions in our RFP response or just be prepared to discuss them if the DOC elects the option to hear oral presentations?

A50. All items listed shall be addressed/discussed by the Vendor in the oral presentation. Vendor can elect to include in its written proposal.

Q51: RFP page 31 #2 Evaluation Criteria: 'All evaluation criteria is defined in the specifications section and based on a 100 point total score'. The DOC said that 'cost shall represent a **minimum** of 30 of the 100 total points.' Under what circumstances would the cost evaluation exceed the 30 points? The RFP further stated that Qualifications and Experience equals 30 points, Approach and Methodology equals 30 points and the Oral interview equals 10 points. If the cost were to increase to 40 points, how would the other categories be affected with this increase? Would the DOC simply reduce another category by those 10 points or would the total score increase to 110 points?

A51. The cost shall remain at 30 points.

Q52: Please provide the number of walk-in deposits and money order deposits that the DOC currently receives. Please provide the number of deposits and the monetary value that these deposits are comprised of. Please provide these volumes for each facility for the past year if available or at a minimum the past 6 months.

A52. Please refer to the attached reports. See Exhibit A.

Q53: Due to the complexity of this RFP and the complexity of the questions we have proposed the date to ship being right after the Christmas/New Year holidays, we respectfully request that the due date be extended for one week to give vendors adequate time to prepare the final RFP submittal.

A53. Yes the bid due date will be extended.

Q54: Can you also provide more information about the response expected for the following two items:

Q54a: Section 4, Subsection 5.5.3: Agency shall be responsible for processing payments to all courts and victims.

A54a: Agency will make the payments to the Courts for paroled offender fees and/or restitution. The Agency does not expect the Vendor to process these payments.

Q54b: Section 4, Subsection 5.5.4: Agency shall be responsible for transferring parole supervision fees from inmate's account to the proper Agency account.

A54b: This is internal accounting functions. The Vendor is not expected to handle any internal accounting functions.

Q55: Page 21, section 2.2 states the DOC is currently in a pilot program for inmate banking services, can the DOC provide the name of the current pilot vendor?

A55. Tech Friends

Q56: Please list the different payment services that are currently being provided? (example: trust payments, parole, restitution, etc.)

A56. The current vendor only offers web deposit services and one lobby kiosk.

Q57: Please list any fees currently being charged for the services listed above?

A57. The current vendor charges the following fees to the user:

Lobby Kiosk - Cash \$2.50 any amount

Lobby Kiosk - Credit/Debit - 10% with \$2.50 minimum

Web Deposit - Credit/Debit - 10% with \$2.50 minimum

Q58: How many payments are currently being processed per month through the pilot program?

A58. Please refer to the attached reports. See Exhibit A.

Q59: Is the DOC currently receiving a commission/revenue share under the pilot program? If so what is the rate?

A59. No commission is received for any services provided by the current vendor.

Q60: What Vendor currently provides the Inmate Accounting System?

A60. Tech Friends, the Lockdown system.

Q61: Page 23 Section 5.2.8 states that vendors are to pay for the cost of Electrical and Data lines. Can the awarded vendor pay the facility maintenance personal or current contractors to supply these lines?

A61. No.

Q62: Page 22, Section 5.1 Web Portal Deposits, sub section 5.1.2 states that vendor's web portal deposit system must post deposits on line and in real time to inmates accounts while subsection 5.1.3 states the vendor's deposit system must have the ability to be posted in batch mode. Please clarify which method is required.

A62. Real time. Batch mode is hereby deleted.

Q63: Will a kiosk be required at every Work Release facility?

A63. Yes.

Q64: Can kiosks be added to selected Correctional Facilities?

A64. Since this is an RFP, the Agency is open to all proposals made by the Vendor and will select the most feasible and economical proposal.

Q65: If lobby kiosks are to be installed strictly at the work release and parole facilities how will deposits to be accepted at the remaining facilities?

A65. No deposits will be accepted at the facilities.

Q66: Are the Estimated Annual Quantities listed Attachment C based off actual historical payment data?

A66. No, since most of these services are not offered. The quantities are only estimated, could be higher or lower. The Agency recommends that the Vendor base their proposals on the current inmate and paroled offenders population to arrive at potential quantities.

Q67: Per Attachment C, pricing per item is limited to one unit price, will WVDOC consider a stair-step fee structure for evaluation or an alternative pricing?

A67. The Cost Sheet is hereby amended and attached. See Attachment C.

Q68: On Attachment C, Lines 3 & 4, unit price allows only one single entry. Would the WVDOC prefer a program that charges the states per card (which could be listed on Attachment C) or would the state be interested in a alternative program that charges various user fees to the cardholder (which could not be listed within Attachment C).

A68. The Agency desires that all user fees are fair and reasonable. Please refer to the revised Cost Sheet. If this does not address your question, please clarify in the next series of Vendor questions.

EXHIBIT A

Anthony Correctional Center 2013 Deposit Summary (by type)

| MONTH | GIFT CARD TRA | ANSACTIONS | | MONEY R | | | | |
|----------------|---------------|------------|------------|-----------|------------|-----------|---------|-----------|
| | | \$ AMOUNT | CHECK | ITEMS | MONEY | ORDERS | CASH | |
| | # OF ITEMS | | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # items | \$ Amount |
| JANUARY 2013 | 1 | 25.00 | 17 | 10,226.34 | 347 | 14,949.55 | 2 | 109 |
| FEBRUARY 2013 | 6 | 290.00 | 14 | 4,056.71 | 314 | 13,567.89 | 2 | 90 |
| MARCH 2013 | 10 | 342.00 | 12 | 3,774.98 | 349 | 15,263.27 | 1 | 25 |
| APRIL 2013 | 17 | 570.00 | 12 | 397.90 | 304 | 12,659.00 | 2 | 100.75 |
| MAY 2013 | 41 | 1,970.00 | 16 | 4,826.21 | 274 | 11,273.00 | 2 | 118 |
| JUNE 2013 | 78 | 3,031.50 | 10 | 5,401.67 | 214 | 8,130.00 | 3 | 225 |
| JULY 2013 | 88 | 3,227.50 | 14 | 7,695.36 | 200 | 7,541.00 | 0 | 0 |
| AUGUST 2013 | 114 | 4,216.50 | 18 | 1,894.13 | 215 | 7,815.00 | 2 | 1105.1 |
| SEPTEMBER 2013 | 141 | 5,832.50 | 7 | 3,787.53 | 229 | 8,197.00 | 1 | 0.25 |
| OCTOBER 2013 | 137 | 5,836.56 | 7 | 7,519.16 | 219 | 8,010.00 | 0 | 0 |
| NOVEMBER 2013 | 173 | 6,440.95 | 12 | 436.64 | 179 | 6,086.50 | 0 | 0 |
| DECEMBER 2013 | 172 | 6,852.50 | 14 | 4,221.72 | 208 | 7,280.81 | 1 | 10 |
| | | | | | | | | |

BECKLEY CORRECTIONAL CENTER 2013 DEPOSIT SUMMARY (by type)

| BCC | GIFT CARD TRA | NSACTIONS | MONEY RECEIPTS | | | | | |
|----------------|---------------|-----------|----------------|-----------|--------------|-----------|--|--|
| | | | CHECK IT | EMS | MONEY ORDERS | | | |
| MONTH | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | | |
| JANUARY 2013 | 7 | 245.00 | 286 | 52,710.69 | 45 | 1,635.00 | | |
| FEBRUARY 2013 | 5 | 210.00 | 269 | 53,013.27 | 66 | 2,650.00 | | |
| MARCH 2013 | 6 | 245.00 | 268 | 54,651.06 | 70 | 2,755.00 | | |
| APRIL 2013 | 18 | 935.00 | 286 | 56,756.68 | 89 | 4,050.00 | | |
| MAY 2013 | 25 | 368.60 | 294 | 54,003.94 | 87 | 3,675.00 | | |
| JUNE 2013 | 21 | 827.50 | 282 | 55,364.83 | 64 | 2,538.71 | | |
| JULY 2013 | 23 | 827.50 | 286 | 49,697.37 | 61 | 2,485.00 | | |
| AUGUST 2013 | 26 | 1,010.00 | 288 | 52,359.51 | 66 | 2,600.00 | | |
| SEPTEMBER 2013 | 23 | 1,055.00 | 271 | 42,751.95 | 51 | 2,075.00 | | |
| OCTOBER 2013 | 25 | 1,100.00 | 291 | 41,103.59 | 45 | 1,705.00 | | |
| NOVEMBER 2013 | 35 | 1,517.00 | 259 | 42,961.77 | 46 | 1,870.00 | | |
| DECEMBER 2013 | 50 | 2,525.00 | 254 | 35,148.41 | 53 | 2,140.00 | | |
| | | | | | | | | |

| Charleston Work | CASH TRA | ANSACTIONS | MONEY RECEIPTS | | | | | |
|-----------------|------------|------------|----------------|--------------|--------------|------------|--|--|
| Release Center | | | CHECK | (ITEM\$ | MONEY ORDERS | | | |
| 2013 | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | | |
| JANUARY 2013 | 11 | \$564.56 | 301 | \$62,529.91 | 12 | \$450.00 | | |
| FEBRUARY 2013 | 11 | \$389.59 | 223 | \$50,049.11 | 27 | \$1,525.00 | | |
| MARCH 2013 | 11 | \$956.11 | 305 | \$69,813.16 | 13 | \$593.00 | | |
| APRIL 2013 | 8 | \$91.70 | 294 | \$73,658.98 | 9 | \$405.00 | | |
| MAY 2013 | 13 | \$276.27 | 334 | \$69,932,31 | 8 | \$365.00 | | |
| JUNE 2013 | 64 | \$2,676.84 | 228 | \$50,863.62 | 9 | \$405.00 | | |
| JULY 2013 | 15 | \$327.50 | 344 | \$74,724.29 | 17 | \$805.00 | | |
| AUGUST 2013 | 17 | \$682.27 | 329 | \$78,468.22 | 11 | \$355.00 | | |
| SEPTEMBER 2013 | 12 | \$494.24 | 247 | \$53,635.05 | 14 | \$690.54 | | |
| OCTOBER 2013 | 14 | \$571.09 | 288 | \$63,160.97 | 12 | \$566.70 | | |
| NOVEMBER 2013 | 11 | \$487.16 | 283 | \$57,144.23 | 21 | \$1,710.54 | | |
| DECEMBER 2013 | 15 | \$1,292.82 | 234 | \$50,208.92 | 18 | \$755.00 | | |
| TOTAL | 202 | \$8,810.15 | 3410 | \$754,188.77 | 171 | \$8,625.78 | | |

Denmar - Lockdown Deposit Report - 01/01/13 - 12/31/13

| MONTH | |
|-----------|-------|
| JANUARY | 2013 |
| FEBRUARY | 2013 |
| MARCH | 2013 |
| APRIL | 2013 |
| MAY | 2013 |
| JUNE | 2013 |
| JULY | 2013 |
| AUGUST | 2013 |
| SEPTEMBER | 2013 |
| OCTOBER | 2013 |
| NOVEMBER | 2013 |
| DECEMBER | 2013 |
| TO | OTALS |

| MOI | MONEY ORDER | | | | | | | | | |
|-----------|-------------|------------|--|--|--|--|--|--|--|--|
| No. Items | | \$ Amount | | | | | | | | |
| 212 | \$ | 14,284.75 | | | | | | | | |
| 170 | \$ | 11,315.74 | | | | | | | | |
| 226 | \$ | 14,273.00 | | | | | | | | |
| 232 | \$ | 13,067.78 | | | | | | | | |
| 188 | \$ | 10,563.71 | | | | | | | | |
| 178 | \$ | 9,010.85 | | | | | | | | |
| 217 | \$ | 14,505.25 | | | | | | | | |
| 194 | \$ | 12,168.04 | | | | | | | | |
| 184 | \$ | 11,636.42 | | | | | | | | |
| 198 | \$ | 10,989.56 | | | | | | | | |
| 176 | \$ | 10,635.43 | | | | | | | | |
| 251 | \$ | 17,422.52 | | | | | | | | |
| 2426 | \$ | 149,873.05 | | | | | | | | |

| Huntington Work | CASH TRA | NSACTIONS | MONEY RECEIPTS | | | | | |
|-----------------|------------|------------|----------------|--------------|--|-------------|--|--|
| Release Center | | | CHECK | ITEMS | MONEY | ORDERS | | |
| 2013 | # QF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | | |
| JANUARY 2013 | 3 | \$199.60 | 209 | \$53,918.62 | 24 | \$1,020.00 | | |
| FEBRUARY 2013 | 2 | \$55.00 | 133 | \$24,330.23 | 21 | \$790.00 | | |
| MARCH 2013 | 3 | \$90.00 | 173 | \$54,104.57 | 34 - | \$1,930.00 | | |
| APRIL 2013 | 0 | \$0.00 | 193 | \$35,486.72 | 19 | \$1,135.00 | | |
| MAY 2013 | 1 | \$40.00 | 209 | \$39,316.34 | 21 | \$1,250.00 | | |
| JUNE 2013 | 1 | \$10.00 | 135 | \$28,213.69 | 17 | \$891.00 | | |
| JULY 2013 | 6 | \$221.85 | 242 | \$42,841.33 | 22 | \$766.00 | | |
| AUGUST 2013 | 7 | \$206.24 | 174 | \$26,922.01 | 16 | \$625.00 | | |
| SEPTEMBER 2013 | 5 | \$277.35 | 126 | \$33,320.21 | 7 | \$256.00 | | |
| OCTOBER 2013 | 15 | \$374.68 | 260 | \$54,479.15 | .14 | \$791.00 | | |
| NOVEMBER 2013 | 12 | \$339.75 | 132 | \$39,854.27 | 9 | \$460.00 | | |
| DECEMBER 2013 | . 8 | \$161.27 | 141 | \$25,827.27 | The second secon | \$795.00 | | |
| TOTAL | 63 | \$1,975.74 | 2127 | \$458,614.41 | 219 | \$10,709.00 | | |

HUTTONSVILLE CORRECTIONAL CENTER 2013 DEPOSIT SUMMARY (by type)

| | GIFT CARD TRAI | NSACTIONS | MONEY RECEIPTS | | | | |
|----------------|----------------|-----------|----------------|-----------|--------------|------------|--|
| | | | CHECK I | TEMS . | MONEY ORDERS | | |
| MONTH | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | |
| JANUARY 2013 | 327 | 16,943.22 | 357 | 59,035.37 | 1190 | 66,903.96 | |
| FEBRUARY 2013 | 326 | 20,636.00 | 194 | 46,731.05 | 1124 | 77,432.45 | |
| MARCH 2013 | 327 | 19,233.50 | 221 | 23,072.86 | 1297 | 110,350.57 | |
| APRIL 2013 | 314 | 17,590.00 | 174 | 44,995.14 | 1248 | 89,247.80 | |
| MAY 2013 | 322 | 16,942.50 | 119 | 43,877.29 | 1246 | 73,044.71 | |
| JUNE 2013 | 337 | 17,876.40 | 147 | 49,176.57 | 1134 | 66,282.43 | |
| JULY 2013 | 387 | 20,860.50 | 206 | 58,355.94 | 1183 | 71,357.51 | |
| AUGUST 2013 | 392 | 23,631.70 | 150 | 46,633.56 | 1110 | 62,502.59 | |
| SEPTEMBER 2013 | 401 | 21,962.45 | 168 | 54,288.61 | 1040 | 60,669.47 | |
| OCTOBER 2013 | 463 | 23,747.05 | 206 | 58,387.34 | 1102 | 70,890.55 | |
| NOVEMBER 2013 | 443 | 23,059.50 | 139 | 32,541.42 | 969 | 58,369.85 | |
| DECEMBER 2013 | 486 | 24,849.91 | 182 | 91,358.05 | 1451 | 125,587.72 | |
| | | | | | | | |

LAKIN CORRECTIONAL CENTER 2013 DEPOSIT SUMMARY (by type)

| Lakin Correctional | GIFT CARD T | GIFT CARD TRANSACTIONS | | LOBBY KIOSK | | MONEY RECEIPTS | | | |
|--------------------|-------------|------------------------|----------|-------------|----------|----------------|--------------|------------|--|
| Center | | | | | CHEC | CK ITEMS | MONEY ORDERS | | |
| MONTH | # OF ITEMS | \$ AMOUNT | OF ITEMS | \$ AMOUNT | OF ITEMS | \$ AMOUNT | OF ITEMS | \$ AMOUNT | |
| JANUARY 2013 | 215 | 11,265.15 | 39 | 1,795.00 | 92 | 23,545.87 | 497 | 23,277.63 | |
| FEBRUARY 2013 | 194 | 11,162.79 | 41 | 2,285.00 | 44 | 128,547.43 | 479 | 23,134.39 | |
| MARCH 2013 | 261 | 13,383.90 | 47 | 2,497.00 | 64 | 19,870.22 | 589 | 31,379.08 | |
| APRIL 2013 | 285 | 15,142.69 | | 2,233.00 | 44 | 55,485.08 | 499 | 25,067.49 | |
| MAY 2013 | 259 | 13,444.40 | | 1,584.00 | 49 | 43,510.55 | 483 | 24,451.84 | |
| JUNE 2013 | 245 | 11,816.65 | 64 | 3,085.00 | 33 | 21,647.74 | 425 | 21,443.00 | |
| JULY 2013 | 224 | 11,393.50 | 45 | 2,647.00 | 67 | 31,214.86 | 489 | 24,654.83 | |
| AUGUST 2013 | 229 | 13,056.82 | | 3,188.00 | 52 | 26,434.95 | 500 | 25,339.58 | |
| SEPTEMBER 2013 | 243 | 14,080.00 | 34 | 1,367.00 | 56 | 22,036.09 | 482 | 24,793.00 | |
| OCTOBER 2013 | 250 | 13,499.15 | 48 | 1,977.00 | 61 | 6,467.45 | 492 | 24,851.00 | |
| NOVEMBER 2013 | 249 | 13,648.49 | 47 | 1,749.00 | 43 | 35,937.47 | 429 | 22,110.75 | |
| DECEMBER 2013 | 257 | 14,226.96 | 40 | 2,577.00 | | 14,241.46 | 604 | 27,610.61 | |
| | 2,911.00 | 156,120.50 | 536.00 | 26,984.00 | 1,088.00 | 428,939.17 | 5,968.00 | 298,113.20 | |

MARTINSBURG CORRECTIONAL CENTER 2013 DEPOSIT SUMMARY (by type)

| | GIFT CARD TRANSACTIONS | | MONEY RECEIPTS | | | | | | | |
|----------------|------------------------|-----------|----------------|-----------|------------|-----------|------------|-----------|--|--|
| l i | | | CHECK II | TEMS | MONE | ORDERS | CASH | | | |
| MONTH | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | | |
| JANUARY 2013 | 0 | 0.00 | 73 | 3,190.29 | 141 | 5,475.68 | 1 | 1.65 | | |
| FEBRUARY 2013 | 0 | 0.00 | 74 | 4,707.88 | 128 | 5,625.24 | 1 | 24.00 | | |
| MARCH 2013 | 2 | 75.00 | 116 | 8,334.49 | 132 | 5,259.67 | 0 | 0.00 | | |
| APRIL 2013 | 32 | 1,296.50 | 79 | 8,119.38 | 93 | 3,605.00 | 1 | 0.61 | | |
| MAY 2013 | 30 | 885.00 | 62 | 4,784.56 | 99 | 4,009.00 | 0 | 0.00 | | |
| JUNE 2013 | 59 | 2,002.00 | 50 | 5,107.27 | 103 | 4,497.00 | 0 | 0.00 | | |
| JULY 2013 | 60 | 2,349.00 | 64 | 6,571.57 | 59 | 2,503.00 | 1 | 1.75 | | |
| AUGUST 2013 | 55 | 2,090.00 | 84 | 11,325.03 | 55 | 1,666.73 | 0 | 0.00 | | |
| SEPTEMBER 2013 | 59 | 2,011.00 | 57 | 2,059.95 | 58 | 2,408.30 | 0 | 0.00 | | |
| OCTOBER 2013 | 59 | 320.45 | 78 | 5,638.94 | 76 | 3,513.26 | 0 | 0.00 | | |
| NOVEMBER 2013 | 78 | 2,575.50 | 100 | 6,105.13 | . 55 | 2,352.51 | 0 | 0.00 | | |
| DECEMBER 2013 | 67 | 2,281.90 | 90 | 4,116.26 | 84 | 3,407.00 | 0 | 0.00 | | |
| | | | | | | | | | | |

MT. OLIVE CORRECTIONAL COMPLEX

| | GIFT CARE | TRANSACTIONS | MONEY RECEIPTS | | | | | |
|--------|------------|--------------|----------------|--|--------------|-----------|------------|-----------|
| | | | CHECK ITEMS | | MONEY ORDERS | | Cash | |
| MONTH | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT |
| Jan-13 | 113 | 6,650.00 | 592 | 79,679.22 | 1054 | 59,986.85 | | |
| Feb-13 | 125 | 7,482.50 | | ** *** *** *** *** *** *** *** *** *** | | 2.7.02 | | |
| Mar-13 | 150 | | 0.000 | 62,335.15 | 1142 | 65,822.32 | | |
| Apr-13 | 152 | 9,265.59 | 632 | 90,795.65 | 1113 | 61,384.00 | | |
| May-13 | 189 | 12,046.00 | 564 | 58,034.66 | 1094 | 61,664.95 | | 1 16.46 |
| Jun-13 | 216 | 11,605.50 | 536 | 74,725.68 | | | | |
| Jul-13 | 236 | 14,112.00 | 644 | 110,471.88 | 1100 | 62,158.20 | | 1 238.76 |
| Aug-13 | 229 | 15,272.50 | 643 | 88,926.74 | 1160 | 70,654.67 | | |
| Sep-13 | 195 | 10,715.50 | 603 | 77,490.53 | 1020 | 66,132.09 | | 1 15.50 |
| Oct-13 | 230 | 14,307.00 | 609 | 92,577.14 | 1064 | 61,302.94 | | |
| Nov-13 | 226 | 15,071.14 | 557 | 70,640.04 | 991 | 58,602.69 | | 1 6.00 |
| Dec-13 | 254 | 16,759.00 | 601 | 73,843.07 | 1771 | 96,136.00 | 1 | 2 6.23 |

Northern Correctional Facility Ohio County Correctional Center 2013 Deposit Summary by type

| | GIFT CARD TH | RANSACTIONS | MONEY RECEIPTS | | | | | | | | | |
|----------------|--------------|-------------|----------------|-------------|------------|-------------|------------|-----------|--|--|--|--|
| | | | CHECK | ITEMS | MONEY | ORDERS | CASH ITEMS | | | | | |
| MONTH | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | | | | |
| IANUARY 2013 | 91 | \$4,777.50 | 52 | \$18,814.33 | 302 | \$17,397.82 | 0 | \$0.00 | | | | |
| FEBRUARY 2013 | 85 | \$4,280.50 | 62 | \$18,344.60 | 290 | \$16,461.48 | 0 | \$0.00 | | | | |
| MARCH 2013 | 61 | \$3,068.50 | 64 | \$13,100.50 | ·352 | \$20,700.22 | 8 | \$180.23 | | | | |
| APRIL 2013 | 84 | \$3,613.50 | 59 | \$23,138.04 | 285 | \$16,932.31 | 0 | \$0.00 | | | | |
| MAY 2013 | 87 | \$4,761.00 | 115 | \$25,152.64 | 287 | \$22,497.79 | 0 | \$0.00 | | | | |
| IUNE 2013 | 81 | \$4,007.50 | 33 | \$15,834.44 | 252 | \$15,415.75 | 0 | \$0.00 | | | | |
| ULY 2013 | 102 | \$5,100.82 | 88 | \$32,782.37 | 276 | \$16,225.88 | 0 | \$0.00 | | | | |
| AUGUST 2013 | 95 | \$5,663.08 | 77 | \$18,285.88 | 277 | \$15,945.58 | 0 | \$0.00 | | | | |
| SEPTEMBER 2013 | 97 | \$4,164.42 | 87 | \$46,107.73 | 232 | \$14,064.97 | 0 | \$0.00 | | | | |
| OCTOBER 2013 | 105 | \$6,022.27 | 90 | \$25,424.82 | 284 | \$16,471.08 | 0 | \$0.00 | | | | |
| NOVEMBER 2013 | 83 | \$5,218.50 | 68 | \$13,555.64 | 231 | \$14,968.46 | 0 | \$0.00 | | | | |
| DECEMBER 2013 | 90 | \$5,650.25 | 57 | \$30,075.10 | 350 | \$19,872.03 | 0 | \$0.00 | | | | |
| | | | | | | | | | | | | |

PARKERSBURG CORRECTIONAL CENTER 2013 DEPOSIT SUMMARY (by type)

| | GIFT CARD TRA | INSACTIONS | MONEY RECEIPTS | | | | | |
|----------------|---------------|------------|----------------|-----------|------------|-----------|--|--|
| | | | CHECK II | TEMS | MONE | ORDERS | | |
| MONTH | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | | |
| JANUARY 2013 | 18 | 1,449.00 | 335 | 46,938.31 | 49 | 2,670.00 | | |
| FEBRUARY 2013 | 13 | 740.00 | 167 | 33,140.22 | 65 | 3,595.00 | | |
| MARCH 2013 | 18 | 1,015.00 | 357 | 42,824.91 | 66 | 3,310.00 | | |
| APRIL 2013 | 31 | 1,808.00 | 241 | 35,459.45 | 59 | 3,010.00 | | |
| MAY 2013 | 22 | 1,170.00 | 237 | 47,096.35 | 56 | 2,842.50 | | |
| JUNE 2013 | 20 | 644.00 | 256 | 52,102.59 | 47 | 2,430.00 | | |
| JULY 2013 | 11 | 485.00 | 320 | 64,761.81 | 55 | 3,092.17 | | |
| AUGUST 2013 | 15 | 635.00 | 235 | 45,247.35 | 51 | 2,578.80 | | |
| SEPTEMBER 2013 | 25 | 990.00 | 318 | 69,997.89 | 58 | 2,547.00 | | |
| OCTOBER 2013 | 39 | 1,565.00 | 333 | 78,805.31 | 56 | 2,867.95 | | |
| NOVEMBER 2013 | 36 | 1,543.00 | 317 | 62,527.97 | 33 | 1,320.00 | | |
| DECEMBER 2013 | 35 | 1,685.00 | 325 | 65,284.11 | 40 | 1,740.00 | | |
| | | | | | | | | |

PRUNTYTOWN CORRECTIONAL CENTER 2013 DEPOSIT SUMMARY (by type)

| | GIFT CARD TRANSAG Deposits | | MONEY RECEIPTS | | | | |
|----------------|-------------------------------|-----------|----------------|-----------|--------------|-----------|--|
| | | | CHECK IT | EMS | MONEY ORDERS | | |
| MONTH | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | |
| JANUARY 2013 | 90 | 4,770.00 | 113 | 66,159.64 | 388 | 20,166.98 | |
| FEBRUARY 2013 | 118 | 7,630.00 | 112 | 27,332.13 | 345 | 17,985.94 | |
| MARCH 2013 | 140 | 7,637.00 | 252 | 34,198.79 | 234 | 11,395.38 | |
| APRIL 2013 | 136 | 6,513.00 | 71 | 30,281.08 | 390 | 20,619.42 | |
| MAY 2013 | 131 | 6,075.00 | 74 | 37,555.83 | 345 | 17,972.14 | |
| JUNE 2013 | 95 | 4,812.00 | 66 | 4,446.94 | 284 | 15,535.69 | |
| JULY 2013 | 106 | 6,806.48 | 72 | 67,650.23 | 366 | 18,858.04 | |
| AUGUST 2013 | 144 | 8,165.50 | 100 | 36,142.95 | 321 | 18,650.74 | |
| SEPTEMBER 2013 | 153 | 6,550.00 | 110 | 31,619.49 | 338 | 18,423.57 | |
| OCTOBER 2013 | 209 | 10,186.09 | 110 | 31,778.31 | 303 | 17,872.42 | |
| NOVEMBER 2013 | 234 | 12,329.75 | 62 | 33,530.52 | 280 | 13,732.85 | |
| DECEMBER 2013 | 258 | 11,321.46 | 102 | 28,802.48 | 343 | 16,811.80 | |
| | | | | | | | |

ST. MARY'S CORRECTIONAL CENTER 2013 DEPOSIT SUMMARY (by type)

| | GIFT CARD TRAN | ISACTIONS | MONEY RECEIPTS | | | | | |
|----------------|----------------|-----------|----------------|-----------|--------------|-----------|--|--|
| | T | | CHECK IT | EMS | MONEY ORDERS | | | |
| MONTH | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | | |
| JANUARY 2013 | 141 | 7,792.40 | 632 | 17,802.07 | 436 | 20,366.00 | | |
| FEBRUARY 2013 | 161 | 10,128.27 | 114 | 43,933.79 | 469 | 24,862.78 | | |
| MARCH 2013 | 227 | 12,862.41 | 104 | 33,603.24 | 479 | 22,953.03 | | |
| APRIL 2013 | 201 | 10,547.00 | 126 | 62,429.88 | 489 | 23,533.14 | | |
| MAY 2013 | 233 | 12,597.50 | 86 | 60,357.01 | 495 | 23,972.00 | | |
| JUNE 2013 | 217 | 10,734.00 | 107 | 22,712.01 | 422 | 20,950.00 | | |
| JULY 2013 | 261 | 13,365.00 | 180 | 17,079.90 | 467 | 23,009.44 | | |
| AUGUST 2013 | 290 | 14,482.00 | 121 | 16,540.95 | 415 | 18,831.00 | | |
| SEPTEMBER 2013 | 302 | 14,211.40 | 137 | 16,038.74 | 376 | 18,709.00 | | |
| OCTOBER 2013 | 326 | 15,006.40 | 127 | 65,723.99 | 407 | 20,748.50 | | |
| NOVEMBER 2013 | 288 | 14,356.00 | 87 | 33,670.05 | 356 | 18,102.50 | | |
| DECEMBER 2013 | 291 | 15,048.25 | 133 | 33,040.20 | 588 | 27,110.71 | | |
| | | | | | | | | |

SALEM CORRECTIONAL CENTER 2013 DEPOSIT SUMMARY (by type)

| | GIFT CARD TRANSA Deposit | | | MONEY RECEIPTS | | | | | |
|----------------|--------------------------|-----------|------------|----------------|--------------|-----------|--|--|--|
| | | | СНЕСК П | EMS | MONEY ORDERS | | | | |
| MONTH | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | # OF ITEMS | \$ AMOUNT | | | |
| JANUARY 2013 | | | | | | | | | |
| FEBRUARY 2013 | | | | | | | | | |
| MARCH 2013 | | | | | | | | | |
| APRIL 2013 | | | | | | | | | |
| MAY 2013 | | | | | | | | | |
| JUNE 2013 | | | | | | | | | |
| JULY 2013 | | | | | | | | | |
| AUGUST 2013 | | | | | | | | | |
| SEPTEMBER 2013 | | | | | | | | | |
| OCTOBER 2013 | 44 | 1,942.00 | 208 | 17,830.05 | 85 | 3,835.00 | | | |
| NOVEMBER 2013 | 185 | 9,498.25 | 246 | 18,196.36 | 210 | 10,563.24 | | | |
| DECEMBER 2013 | 206 | 10,789.00 | 136 | 8,021.09 | 327 | 14,780.00 | | | |
| 1 | | | | | | | | | |

COR61609 - Inmate Banking Services

REVISED - Addendum #3

| E VISED | - Muchum #5 | | Estimated | | |
|---------|--|---------|------------|-------|----------|
| | | Unit of | Annual | Unit | Extended |
| Item # | Description | Measure | Quantity * | Price | Amount |
| 1 | Web Portal Deposit Fees | Each | 35,000 | | |
| 2 | Lobby Deposit Kiosk Fees, Cash | Each | 5,000 | | |
| 3 | Lobby Deposit Kiosk Fees, Credit/Debit | Each | 5,000 | | |
| 4 | Permanent Release Debit Card Fees | Each | 3,500 | | |
| 5 | Work Release Debit Card Fees | Each | 10,000 | | |
| 6 | Parole Supervision, Court Costs, Restitution Fees, Web Portal | Each | 2,000 | | |
| 7 | Parole Supervision, Court Costs, Restitution Fees, Phone | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk, | | | | |
| 8 | Cash/Money Order | Each | 5,000 | | |
| 9 | Parole Supervision, Court Costs, Restitution Fees, Kiosk, Credit | Each | 2,000 | | |
| 10 | Parole Supervision, Court Costs, Restitution Fees, Lock Box | Each | 1,000 | | |
| 11 | Post Office Lock Box Fees | Each | 2,000 | | |
| | Grand Total | | | | |
| | | | | | |
| 12 | Commission Percentage Paid to Agency | | % | | |

| Name: | | |
|----------------------|--|--|
| Address: | | |
| Phone No.: | | |
| Fax No.: | | |
| Email Address: | | |
| Authorized Signature | | |

^{*} Estimated quantities are for bidding purposes only. More or less may be utilized by the Agency.

Failure to use this form may result in disqualification

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR61609

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

| Addendu | m N | lumbers Received: | | | |
|--------------------------|-------------|---|--------------|--------------|--|
| (Check th | e bo | x next to each addendum rece | ived |) | |
|] |] | Addendum No. 1 | [|] | Addendum No. 6 |
|] |] | Addendum No. 2 | [|] | Addendum No. 7 |
| [, | 1 | Addendum No. 3 | [|] | Addendum No. 8 |
| 1 |] | Addendum No. 4 | [|] | Addendum No. 9 |
| 1 |] | Addendum No. 5 | [|] | Addendum No. 10 |
| further un discussion | ders hel | stand that that any verbal repre Id between Vendor's represent | sent ativ | atio es a | denda may be cause for rejection of this bid. In made or assumed to be made during any oral and any state personnel is not binding. Only the affications by an official addendum is binding. |

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Keefe Commissary Network, L.L.C.
Company

Authorized Signature



MODZEN

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

RFQ COPY TYPE NAME/ADDRESS HERE

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NUMBER COR61609 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

DIVISION OF CORRECTIONS

1409 GREENBRIER ST CHARLESTON, WV

25311

304-558-8045

DATE PRINTED 03/06/2014

BID OPENING DATE: 04/01/2014

BID OPENING TIME

1:30PM

NO. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM NO. 4 SEE ATTACHED PAGES END OF ADDENDUM NO. 4 1001 JB 946-25 1 INMATE BANKING SERVICES THIS IS THE END OF REQ COR61609 ***** TOTAL: SIGNATURE TELEPHONE DATE TITLE FEIN ADDRESS CHANGES TO BE NOTED ABOVE

SOLICITATION NUMBER: COR61609 Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as COR61609 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

| [X] | Modify bid opening date and time |
|-----|--|
| [] | Modify specifications of product or service being sought |
| [] | Attachment of vendor questions and responses |
| [] | Attachment of pre-bid sign-in sheet |
| [] | Correction of error |
| [X] | Other |

Description of Modification to Solicitation:

- 1. The bid opening has moved from 03/11/2014 to 04/01/2014. The bid opening time remains at 1:30 pm.
- 2. Responses to vendor questions will be issued under separate addendum.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR61609

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

| | V . 1 | | | |
|---|--|---------------|-------|--|
| CONTRACTOR OF THE PROPERTY OF | Numbers Received: ox next to each addendum rece | ive | 4) | |
| (Check the o | on near to each addendam rece | 1,00 | 1) | |
| [] | Addendum No. 1 | |] | Addendum No. 6 |
| [] | Addendum No. 2 |] |] | Addendum No. 7 |
| [] | Addendum No. 3 | [|] | Addendum No. 8 |
| [1 | Addendum No. 4 | [|] | Addendum No. 9 |
| [] | Addendum No. 5 | [|] | Addendum No. 10 |
| further under discussion he | stand that that any verbal repre- eld between Vendor's represen | esen tativ | tatio | ddenda may be cause for rejection of this bid. I on made or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding. Lefe Commissary Network, L.L.C. Company |
| | | | 1 | Authorized Signature |

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

March 26, 2014

Date



>mzdom

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

RFQ COPY TYPE NAME/ADDRESS HERE

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NUMBER COR61609 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE 304-558-2544

DIVISION OF CORRECTIONS

H 1409 GREENBRIER ST

CHARLESTON, WV

25311 304-558-8045

DATE PRINTED 03/12/2014

BID OPENING DATE: 04/10/2014

BID OPENING TIME

1:30PM

| LE | FI | EIN | | | 1 | ADDRESS CHANCES | TO BE NOTED ABOVE |
|---------|--------------------|-------|-------|-----------|-----------|-----------------|-------------------|
| SNATURE | | | | | TELEPHONE | DATE | |
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| | ***** THIS | IS TH | E END | OF RFQ | COR616 | 09 ***** TOTAL: | |
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| , | 1 INMATE BANKIN | | | | | | |
|)1 | | В | 9 | 46-25 | | | |
| | | EN | O OF | ADDENDUM | NO. 5 | | |
| | SEE ATTACHED | PAGES | • | | | | |
| | | | AD | DENDUM NO |). 5 | | |
| | | | | | | | |

SOLICITATION NUMBER: COR61609 Addendum Number: 5

The purpose of this addendum is to modify the solicitation identified as COR61609 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

| [X] | Modify bid opening date and time |
|-----|--|
| [] | Modify specifications of product or service being sought |
| [X] | Attachment of vendor questions and responses |
| [] | Attachment of pre-bid sign-in sheet |
| [] | Correction of error |
| [X] | Other |

Description of Modification to Solicitation:

- 1. The bid opening has moved from 04/01/2014 to 04/10/2014. The bid opening time remains at 1:30 pm.
- 2. Responses to vendor questions attached.
- 3. Schedule of non-mandatory site visits attached.
- 4. Revised Attachment C Cost sheet attached.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Questions:

- Q1: Please confirm that subsection 5.3.9 is to be completely deleted from the RFP.
- A1: Yes, 5.3.9 is hereby deleted in its entirety.
- Q2: Please provide contact information for Lockdown, Tech Friends so that it is possible to determine an approximate cost for the interface between the two systems. What safeguards has the Agency put in place to ensure that the cost and approach for this interface do not prohibit a vendor from competing? We ask this question since Tech Fiends will also be competing for these RFP services. Normally in these circumstances the procuring agency will supply all vendors a methodology and cost for this interface.
- A2: Mark Haney, Vice President, Tech Friends, Inc., 870-933-6386 (Office) and 870-351-7276 (Cell). Vendors should contact Tech Friends for interface fees, etc.
- Q3: Because the Agency has reserved the right to add the Inmate Pod Kiosks at a later date with the answer to question 44 issued in addendum 3, we respectfully request that site visits to each facility be provided to determine the cost associated with the installation of the inmate pod kiosks and as well as the required lobby kiosks.
- A3: Site visits are scheduled as follows: Visits are Not Mandatory.

If you intend to attend the site visits, please contact each location in advance to provide the names of attendees.

March 17, 2014

Huntington Work Release Center, 304-529-6885 – @ 8:00 a.m. Huntington Parole Office, 304-528-5515 – following Work Release Lakin Correctional Center, 304-674-2440 – following Parole

March 18, 2014

Parkersburg Correctional Center, 304-420-2443 – @ 8:00 a.m.
Parkersburg Parole Office, 304-420-4630 – following Parkersburg CC St. Mary's Correctional Center, 304-684-5521 – following Parole Northern Correctional Center, 304-843-4067 – following St. Mary's Ohio County Correctional Center, 304-238-1007 – following Northern

March 19, 2014

Salem Correctional Center, 304-782-2371 – @ 8:00 a.m. Clarksburg Parole Office, 304-627-2308 – following Salem Pruntytown Correctional Center, 304-265-6111 – following Parole Huttonsville Correctional Center, 304-335-2291 – following Pruntytown

March 20, 2014

Denmar Correctional Center, 304-653-4201 – 8:00 a.m. Anthony Correctional Center, 304-536-3911 – following Denmar Beckley Correctional Center, 304-256-6780 – following Anthony Beckley Parole Office, 304-256-6950 – following Beckley CC

March 21, 2014

Mt. Olive Correctional Center, 304-442-7213 – @ 8:00 a.m. Charleston Work Release Center, 304-558-2763 – following Mt. Olive Charleston Parole Office, 304-558-3597 – following Work Release

March 24, 2014

Martinsburg Correctional Center, 304-267-0156 – March 11, 2014, at 9:00 a.m. Martinsburg Parole Office, 304-267-0055 – following Martinsburg CC

Site visits at all correctional facilities are included in the above; however, only the regional Parole Offices are included. Since these are offices, this will allow the Vendors to obtain an idea of where kiosks where be installed and the required connections.

Q4a: The Agency released a pricing Matrix that is referenced as Attachment C. Several issue/questions surround this Matrix:

Web Deposits Fees are usually tiered based upon the deposit amount. This is done since the deposit methodology is credit cards. How do the responding vendors respond to the Matrix taking into account for these tiers? Sometimes a base deposit fee is levied along with a percentage of the deposit. Not taking into account the percentage could financially burden the citizens of West Virginia.

- A4a: See revised Attachment C Cost sheet attached.
- Q4b: Lobby Kiosk Deposits Fees, Credit/Debit are usually tiered based upon the deposit amount. This is done since the deposit methodology is credit cards. How do the responding vendors respond to the Matrix taking into account for these tiers? Sometimes a base deposit fee is levied along with a percentage of the deposit. Not taking into account the percentage could financially burden the citizens of West Virginia.
- A4b: See revised Attachment C Cost sheet attached.
- Q4c: Permanent Release Debit Card Fees Normally there is not an initial fee but there is an ongoing maintenance fee and numerous other associated fees for the use of the card. How do the vendors provide the Agency with these fees and how will they be evaluated?
- A4c: See revised Attachment C Cost sheet attached.

- Q4d: Work Release Debit Card Fees Normally there is not initial fee but there is an ongoing maintenance fee and numerous other associated fees for the use of the card. How do the vendors provide the Agency with these fees and how will they be evaluated?
- A4d: See revised Attachment C Cost sheet attached.
- Q4e: All Parole Supervision, Court Costs & Restitution Fees Credit/Debit deposit fees are usually tiered based upon the deposit amount. This is done since the deposit methodology is credit cards. How do the responding vendors respond to the Matrix taking into account for these tiers? Sometimes a base deposit fee is levied along with a percentage of the deposit. Not taking into account the percentage could financially burden the citizens of West Virginia.
- A4e: See revised Attachment C Cost sheet attached.
- Q5: To accommodate increased costs for credit/debit card transactions, a sliding scale fee structure has been industry standard for inmate & supervision payments. For example, \$X.XX for payments up to \$20.00, \$X.XX for payments between \$20.01-\$100.00, etc., \$X.XX for payments between \$100.01-\$200.00 and \$X.XX for payments between \$200.01-\$300.00. Would the Agency consider changing the fee structure?
- A5: See revised Attachment C Cost sheet attached.
- Q6: For permanent and work release debit cards, is the fee to be paid by the facility or the inmate? Can additional fees be assessed for transactions such as POS and ATM withdrawals?
- A6: All fees will be paid by the inmate. See revised Attachment C Cost sheet attached.
- Q7: For inmate trust account and supervision payments, is the Agency looking for a commission percentage to be paid on each transaction or on revenue generated? Are commissions expected for release cards as well?
- A7: Commissions shall be paid on revenue generated. No, Agency will not receive commission on release cards.
- Q8: Question 7 asked the DOC to provide the number of transactions made each month via the web portal program. The answer said to refer to exhibit A; however, web portal deposits are not listed within in Exhibit A. It only mention Gift Card Transactions, Check Items, Money Orders and Cash. Can you please provide the number of deposits made via the web?
- A8: The Agency apologizes, Gift Card Transactions are deposits made via the web portal.

- Q9: On Exhibit A, it references Gift Card Transactions. Can you please clarify what type of transactions this refers to?
- A9: This refers to deposits made via web portal.
- Q10: On Exhibit A, it references Check Items. Can you please clarify what type of transactions this refers to?
- A10: This is a combination of money orders and cash deposits. Some of these amounts represent money transfers when inmates move from facility to facility.
- Q11: On Exhibit A, it references Cash, can you please clarify what method of payment the cash transactions were received? Is it referencing deposits made via cash through the lobby kiosk or is there a cash window?
- All: The Agency will not accept any type of payment at the facilities once a contract is awarded. There will not be a cash window.
- Q12: On Exhibit A under Lankin Correctional Center, it lists Lobby Kiosk transactions; however, lobby kiosks transactions are not listed under any other facility. Was Lankin Correctional Center the only facility with a lobby kiosk? If not, can you list the lobby kiosk transactions at the other facilities?
- A12: Lakin is the only facility with a lobby kios.
- Q13: On the updated Cost Sheet under Attachment C, it does not have a space provided to list the Phone Deposit Fee. As the DOC mentioned it would like to allow for phone deposits, can you please update the Cost Sheet to provide a space to list the Phone Deposit Fee for trust fund deposits?
- A13: See revised Attachment C Cost sheet attached.
- Q14: On the updated Cost Sheet under Attachment C, it does not have a space provided to list the Walk-In Cash Fee. As the DOC mentioned it would like to allow for walk-in deposits, can you please update the Cost Sheet to provide a space to list the Walk-In Deposit Fee for trust fund deposits?
- A14: See revised Attachment C Cost sheet attached.
- Q15: On the answer to Question 15, it states "Due to new State Law, there could potentially be 2,000 or more offenders on supervised parole within the next few years." To clarify; does this mean there would be 2,000 or more offenders on top of the 3,070 that is currently in place today?
- A15: Yes, this is a possibility.

Q16: Will the DOC setup times for Vendor walk throughs at those locations that are to get a lobby kiosk?

A16: Site visit schedule is set forth in A3.

Other Information:

- 1. The bid opening has moved from 04/01/2014 to 04/10/2014. The bid opening remains at 1:30 pm.
- 2. No additional questions will be accepted on this RFP.
- 3. Revised Attachment C Cost sheet attached.

ATTACHMENT C - Revised Addendum No. 5

COR61609 - Inmate Banking Services

| | | Unit of | Annual | Unit | Extended |
|------|---|---------|-------------|-------|----------|
| | Description * | | Quantity ** | Price | Amount |
| em # | Description | | | | |
| 1 | Web Portal Deposit Fees, \$5.00 - \$39.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$40.00 - \$59.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$60.00 - \$79.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$80.00 - \$99.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$100.00 - \$124.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$125.00 - \$149.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$150.00 - \$174.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$175.00+ | Each | 35,000 | | |
| | Web Lotter Deposit Lees, 4.7. | | | | |
| 2 | Lobby Deposit Kiosk Fees, Cash, \$5.00 - \$39.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$40.00 - \$59.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$60.00 - \$79.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$80.00 - \$99.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$100.00 - \$124.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$125.00 - \$149.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$150.00 - \$174.99 | Each | 5,000 | | |
| W | Lobby Deposit Kiosk Fees, Cash, \$175.00+ | Each | 5,000 | | |
| | Loudy Deposit Medit 2 cos, carry, | | | | |
| 3 | Lobby Deposit Kiosk Fees, Credit/Debit, \$5.00 - \$39.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$40.00 - \$59.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$60.00 - \$79.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$80.00 - \$99.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$100.00 - \$124.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$125.00 - \$149.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$150.00 - \$174.99 | Each | 5,000 | | |
| | | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$175.00+ | | | | |
| | | | | | <u> </u> |

Estimated

COR61609 - Inmate Banking Services

| CORO | 1003 - Inmate Danking Services | | Estimated | | |
|--------|--|---------|-------------|-------|----------|
| | | Unit of | Annual | Unit | Extended |
| Item # | Description * | | Quantity ** | Price | Amount |
| | Permanent Release Debit Card, Issue Fees | Each | 3,500 | 11100 | I |
| | Permanent Release Debit Card, Maintenance Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Reloading Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Card Replacement Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Monthly Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Cash Withdrawal Fees | Each | 3,500 | | |
| 5 | Work Release Debit Card Fees, Issue Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Maintenance Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Reloading Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Card Replacement Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Monthly Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Cash Withdrawal Fees | Each | 10,000 | | |
| 6 | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$5.00 - \$39.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$40.00 - \$59.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$60.00 - \$79.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$80.00 - \$99.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$100.00 - \$124.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$125.00 - \$149.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$150.00 - \$174.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$175.00 + | Each | 2,000 | | |
| 7 | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$5.00 - \$39.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$40.00 - \$59.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$60.00 - \$79.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$80.00 - \$99.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$100.00 - \$124.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$125.00 - \$149.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$150.00 - \$174.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$175.00 + | Each | 500 | | |

COR61609 - Inmate Banking Services

| C CITO | 1609 - Inmate Banking Services | Unit of | Estimated Annual | Unit | Extended |
|--------|--|---------|------------------|-------|---|
| tem# | Description * | Measure | Quantity ** | Price | Amount |
| 8 | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$5.00 - \$39.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$40.00 - \$59.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$60.00 - \$79.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$80.00 - \$99.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$100.00 - \$124.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$125.00 - \$149.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$150.00 - \$174.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$175.00 + | Each | 5,000 | | |
| | | | | | |
| 9 | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$5.00 - \$39.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$40.00 - \$59.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$60.00 - \$79.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$80.00 - \$99.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$100.00 - \$124.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$125.00 - \$149.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$150.00 - \$174.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$175.00 + | Each | 2,000 | | |
| 10 | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$5.00 - \$39.99 | Each | 1,000 | | |
| 10 | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$40.00 - \$59.99 | Each | 1,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$60.00 - \$79.99 | Each | 1,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$80.00 - \$99.99 | Each | 1,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$100.00 - \$124.99 | Each | 1,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$100.00 - \$124.55 Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$125.00 - \$149.99 | Each | 1,000 | | *************************************** |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$125.00 - \$149.99 Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$150.00 - \$174.99 | Each | 1,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$150.00 + \$174.55 | Each | 1,000 | | |
| | ratole Supervision, Court Costs, Restitution Fees, Fost Office Lock Box Fees, \$175.00 | - Duch | 1,000 | | |
| | | | | | |

0020

COR61609 - Inmate Banking Services

| UKO | 1009 - Inmate Danking Services | Estimated | | | |
|-----|--|-----------|-------------|-------|----------|
| | | Unit of | Annual | Unit | Extended |
| em# | Description * | Measure | Quantity ** | Price | Amount |
| | Post Office Lock Box Fees, \$5.00 - \$39.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$40.00 - \$59.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$60.00 - \$79.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$80.00 - \$99.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$100.00 - \$124.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$125.00 - \$149.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$150.00 - \$174.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$175.00 + | Each | 2,000 | | |

| | Grand Total | |
|---|--|---|
| | | ٦ |
| * The tiered dollar amounts listed above are for bid evaluation purposes only. If lower fees are applicable | le for higher dollar amount deposits than are listed | |

above, the contract Vendor shall assess the lower fees to the depositors and/or card holders

| 12 Commission Percentage Paid to Agency | % |
|---|------------------------|
| | |
| Bidder/Vendor Information: | |
| N | |
| Name: | |
| Address: | |
| Phone No.: | |
| Fax No.: | |
| Email Address: | |
| Authorized Signature | |
| | 1 Alicad by the Agency |

^{**} Estimated quantities are for bidding purposes only. More or less may be utilized by the Agency.

Failure to use this form may result in disqualification

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR61609

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

| Adden | dum | Numbers Received: | | | |
|--------------------|------------------|--|-----------------|---------------|--|
| | | ox next to each addendum rec | eive | d) | |
| | [] | Addendum No. 1 | [|] | Addendum No. 6 |
| | [] | Addendum No. 2 | [|] | Addendum No. 7 |
| | [] | Addendum No. 3 | [|] | Addendum No. 8 |
| | [] | Addendum No. 4 |] |] | Addendum No. 9 |
| | | Addendum No. 5 | [|] | Addendum No. 10 |
| further discuss | under sion he | stand that that any verbal represented between Vendor's represented between Vendor's represented by the standard representation of the standard representat | resen ntativ | tatic es a | Idenda may be cause for rejection of this bid. I on made or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding. |
| | | | | Kee | fe Commissary Network, LLC. Company |
| | | | - | / | Authorized Signature |
| | | | | Mai | ch 26, 2014 |
| | | | | | Date |

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



VENDOR

TITLE

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

RFQ COPY TYPE NAME/ADDRESS HERE

Solicitation

To

NUMBER COR61609 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

TARA LYLE 304-558-2544

DIVISION OF CORRECTIONS

1409 GREENBRIER ST

CHARLESTON, WV 25311

304-558-8045

DATE PRINTED
03/12/2014
BID OPENING DATE: 04

04/10/2014

FEIN

BID OPENING TIME

1:30PM

ADDRESS CHANGES TO BE NOTED ABOVE

| BID OPENING DATE: 04/10/2014 BID OPENING TIM | | ENTING TIME | NAMES AND ADDRESS OF THE PROPERTY OF THE PROPE | | | | | |
|--|--------------------|-------------|--|------------------------|----------|------------|-------|--------|
| LINE | QUANTITY | UOP | CAT. NO. | ITEM NUM | BER | UNIT PRICE | | AMOUNT |
| | SEE ATTACHED | PAGE | S. | UM NO. 6 DENDUM NO. | 6 | | | |
| 001 | 1 INMATE BANKII | JB | | 946-25 | | | | |
| | ***** THIS | IS TI | łE EN | D OF RFQ | COR6160 | 9 ***** T(| OTAL: | - |
| | | | | | | | | |
| | | | | 4 | | | | |
| GNATURE | | | | | ELEPHONE | | DATE | |

SOLICITATION NUMBER: COR61609 Addendum Number: 6

The purpose of this addendum is to modify the solicitation identified as COR61609 ("Solicitation") to reflect the change(s) identified and described below.

| Applicable | Addendum | Category: |
|------------|----------|-----------|
| | | |

| [] | Modify bid opening date and time |
|------|--|
| [] | Modify specifications of product or service being sought |
| [] | Attachment of vendor questions and responses |
| [] | Attachment of pre-bid sign-in sheet |
| [X] | Correction of error |
| [] | Other |

Description of Modification to Solicitation:

1. To clarify the site visit date for the Martinsburg Correctional Center. There were two dates listed on Addendum No. 5.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Clarification:

1. To remove the March 11, 2014 date listed with the Martinsburg Correctional Center site visit on Addendum No. 5. The non-mandatory site visits for the Martinsburg Correctional Center (beginning at 9:00 a.m.) and Martinsburg Parole Office (following Martinsburg Correctional Center) will be held on March 24, 2014.

Site visits are scheduled as follows: Visits are Not Mandatory.

If you intend to attend the site visits, please contact each location in advance to provide the names of attendees.

March 17, 2014

Huntington Work Release Center, 304-529-6885 – 8:00 a.m. Huntington Parole Office, 304-528-5515 – following Work Release Lakin Correctional Center, 304-674-2440 – following Parole

March 18, 2014

Parkersburg Correctional Center, 304-420-2443 – 8:00 a.m.
Parkersburg Parole Office, 304-420-4630 – following Parkersburg CC St. Mary's Correctional Center, 304-684-5521 – following Parole Northern Correctional Center, 304-843-4067 – following St. Mary's Ohio County Correctional Center, 304-238-1007 – following Northern

March 19, 2014

Salem Correctional Center, 304-782-2371 – 8:00 a.m. Clarksburg Parole Office, 304-627-2308 – following Salem Pruntytown Correctional Center, 304-265-6111 – following Parole Huttonsville Correctional Center, 304-335-2291 – following Pruntytown

March 20, 2014

Denmar Correctional Center, 304-653-4201 – 8:00 a.m. Anthony Correctional Center, 304-536-3911 – following Denmar Beckley Correctional Center, 304-256-6780 – following Anthony Beckley Parole Office, 304-256-6950 – following Beckley CC

March 21, 2014

Mt. Olive Correctional Center, 304-442-7213 – 8:00 a.m. Charleston Work Release Center, 304-558-2763 – following Mt. Olive Charleston Parole Office, 304-558-3597 – following Work Release

March 24, 2014

Martinsburg Correctional Center, 304-267-0156 – 9:00 a.m. Martinsburg Parole Office, 304-267-0055 – following Martinsburg CC

Site visits at all correctional facilities are included in the above; however, only the regional Parole Offices are included. Since these are offices, this will allow the Vendors to obtain an idea of where kiosks where be installed and the required connections.

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR61609

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

| Adder | Addendum Numbers Received: | | | | | | | | | |
|------------------|---|------|---|-----|-----------------------|--|--|--|--|--|
| | Check the box next to each addendum received) | | | | | | | | | |
| | [|] | Addendum No. 1 | [' | 1 | Addendum No. 6 | | | | |
| | [|] | Addendum No. 2 | [|] | Addendum No. 7 | | | | |
| | [|] | Addendum No. 3 | [|] | Addendum No. 8 | | | | |
| | [|] | Addendum No. 4 | [|] | Addendum No. 9 | | | | |
| | [|] | Addendum No. 5 | [|] | Addendum No. 10 | | | | |
| furthe discus | r un sior | ders | stand that that any verbal repre ld between Vendor's represent | sen | tatio es a spec | Idenda may be cause for rejection of this bid. I on made or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding. | | | | |
| | Company | | | | | | | | | |
| | | | | | 1 | Authorized Signature | | | | |
| | | | | | M. | ach 26 2014 | | | | |

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Date



State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130

Charleston, WV 25305-0130

RFQ COPY

TYPE NAME/ADDRESS HERE

Solicitation

NUMBER COR61609 PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF.

TARA LYLE 04-558-2544

DIVISION OF CORRECTIONS

1409 GREENBRIER ST

CHARLESTON, WV 25311

304-558-8045

ADDRESS CHANGES TO BE NOTED ABOVE

MODZEA

TITLE

DATE PRINTED 04/03/2014 BID OPENING DATE 04/10/2014 BID OPENING TIME 1:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE **AMOUNT** ADDENDUM NO. 7 SEE ATTACHED PAGES. END OF ADDENDUM NO. 7 0001 JB 946-25 1 INMATE BANKING SERVICES THIS IS THE END OF REQ COR61609 ***** TOTAL: SIGNATURE TELEPHONE DATE

FEIN

SOLICITATION NUMBER: COR61609 Addendum Number: 7

The purpose of this addendum is to modify the solicitation identified as COR61609 ("Solicitation") to reflect the change(s) identified and described below.

| Applicable Addendum Catego |
|----------------------------|
|----------------------------|

| l | | Modify bid opening date and time |
|----|----|--|
| [|] | Modify specifications of product or service being sought |
| [|] | Attachment of vendor questions and responses |
| [|] | Attachment of pre-bid sign-in sheet |
| [|] | Correction of error |
| [] | ζ] | Other |

Description of Modification to Solicitation:

- 1. To provide revised Cost Sheet Attachment C to include retail location walk-up deposit fees and phone deposit fees.
- 2. The bid opening is scheduled for 04/10/2014 at 1:30 pm.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- 2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Estimated

COR61609 - Inmate Banking Services Revised 4/3/2014 - Addendum No. 7

| | | Unit of | Annual | Unit | Extended |
|---|---|---------|-------------|-------|----------|
| Item # | Description * | Measure | Quantity ** | Price | Amount |
| 1 | Web Portal Deposit Fees, \$5.00 - \$39.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$40.00 - \$59.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$60.00 - \$79.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$80.00 - \$99.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$100.00 - \$124.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$125.00 - \$149.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$150.00 - \$174.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$175.00+ | Each | 35,000 | | |
| | | | | | |
| 2 | Lobby Deposit Kiosk Fees, Cash, \$5.00 - \$39.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$40.00 - \$59.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$60.00 - \$79.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$80.00 - \$99.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$100.00 - \$124.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$125.00 - \$149.99 | Each | 5,000 | | |
| - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 | Lobby Deposit Kiosk Fees, Cash, \$150.00 - \$174.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$175.00+ | Each | 5,000 | | ļ |
| | | | | | |
| 3 | Lobby Deposit Kiosk Fees, Credit/Debit, \$5.00 - \$39.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$40.00 - \$59.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$60.00 - \$79.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$80.00 - \$99.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$100.00 - \$124.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$125.00 - \$149.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$150.00 - \$174.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$175.00+ | Each | 5,000 | | |
| | | | | | |

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Estimated

COR61609 - Inmate Banking Services Revised 4/3/2014 - Addendum No. 7

| | 330 330 PARTICLE 9 - 4 TO 1990 PARTICLE PARTICLE 19 | | Louinatea | | |
|--------|--|---------|-------------|-------|----------|
| | | Unit of | Annual | Unit | Extended |
| Item # | 2 doctription | | Quantity ** | Price | Amount |
| 4 | Permanent Release Debit Card, Issue Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Maintenance Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Reloading Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Card Replacement Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Monthly Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Cash Withdrawal Fees | Each | 3,500 | | |
| 5 | Work Release Debit Card Fees, Issue Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Maintenance Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Reloading Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Card Replacement Fees | Each | 10,000 | | İ |
| | Work Release Debit Card Fees, Monthly Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Cash Withdrawal Fees | Each | 10,000 | | |
| 6 | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$5.00 - \$39.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$40.00 - \$59.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$60.00 - \$79.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$80.00 - \$99.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$100.00 - \$124.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$125.00 - \$149.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$150.00 - \$174.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$175.00 + | Each | 2,000 | | |
| 7 | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$5.00 - \$39.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$40.00 - \$59.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$60.00 - \$79.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$80.00 - \$99.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$100.00 - \$124.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$125.00 - \$149.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$150.00 - \$174.99 | Each | 500 | | |
| | Parole Supervision, Court Costs, Restitution Fees, By Phone, \$175.00 + | Each | 500 | | |

COR61609 - Inmate Banking Services Revised 4/3/2014 - Addendum No. 7

| Revise | ed 4/3/2014 - Addendum No. 7 | | Estimated | | |
|--------|--|---------|-------------|-------|----------|
| T | | Unit of | Annual | Unit | Extended |
| Item # | | Measure | Quantity ** | Price | Amount |
| 8 | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$5.00 - \$39.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$40.00 - \$59.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$60.00 - \$79.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$80.00 - \$99.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$100.00 - \$124.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$125.00 - \$149.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$150.00 - \$174.99 | Each | 5,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$175.00 + | Each | 5,000 | | |
| 9 | | | | | |
| 9 | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$5.00 - \$39.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$40.00 - \$59.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$60.00 - \$79.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$80.00 - \$99.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$100.00 - \$124.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$125.00 - \$149.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$150.00 - \$174.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$175.00 + | Each | 2,000 | | |
| 10 | Developed the Control of the Control | | | | |
| 10 | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$5.00 - \$39.99 | Each | 1,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$40.00 - \$59.99 | Each | 1,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$60.00 - \$79.99 | Each | 1,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$80.00 - \$99.99 | Each | 1,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$100.00 - \$124.99 | Each | 1,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$125.00 - \$149.99 | Each | 1,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$150.00 - \$174.99 | Each | 1,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$175.00 + | Each | 1,000 | | |
| | | | | | |

COR61609 - Inmate Banking Services Revised 4/3/2014 - Addendum No. 7

| Revise | ed 4/3/2014 - Addendum No. 7 | | Estimated | | |
|--------|---|---------|-------------|-------|---|
| | | Unit of | Annual | Unit | Extended |
| Item # | 2001.011 | Measure | Quantity ** | Price | Amount |
| 11 | Post Office Lock Box Fees, \$5.00 - \$39.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$40.00 - \$59.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$60.00 - \$79.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$80.00 - \$99.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$100.00 - \$124.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$125.00 - \$149.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$150.00 - \$174.99 | Each | 2,000 | | |
| | Post Office Lock Box Fees, \$175.00 + | Each | 2,000 | | |
| 12 | Phone Deposit Fees, \$5.00 - \$39.99 | | | | , |
| 12 | | Each | 2,000 | | |
| | Phone Deposit Fees, \$40.00 - \$59.99 | Each | 2,000 | | |
| | Phone Deposit Fees, \$60.00 - \$79.99 | Each | 2,000 | | |
| | Phone Deposit Fees, \$80.00 - \$99.99 | Each | 2,000 | | |
| | Phone Deposit Fees, \$100.00 - \$124.99 | Each | 2,000 | | |
| | Phone Deposit Fees, \$125.00 - \$149.99 | Each | 2,000 | | |
| | Phone Deposit Fees, \$150.00 - \$174.99 | Each | 2,000 | | |
| | Phone Deposit Fees, \$175.00 + | Each | 2,000 | | |
| 13 | Retail Location Walk Up Deposit Fees, \$5.00 - \$39.99 | Each | 2,000 | | |
| | Retail Location Walk Up Deposit Fees, \$40.00 - \$59.99 | Each | 2,000 | | *************************************** |
| | Retail Location Walk Up Deposit Fees, \$60.00 - \$79.99 | Each | 2,000 | | |
| | Retail Location Walk Up Deposit Fees, \$80.00 - \$99.99 | Each | 2,000 | | |
| | Retail Location Walk Up Deposit Fees, \$100.00 - \$124.99 | Each | 2,000 | | |
| | Retail Location Walk Up Deposit Fees, \$125.00 - \$149.99 | Each | 2,000 | | |
| | Retail Location Walk Up Deposit Fees, \$150.00 - \$174.99 | Each | 2,000 | | |
| | Retail Location Walk Up Deposit Fees, \$175.00 + | Each | 2,000 | | |

COR61609 - Inmate Banking Services Revised 4/3/2014 - Addendum No. 7

* The tiered dollar amounts listed above are for bid evaluation purposes only. If lower fees are applicable for higher dollar amount deposits than are listed above, the contract Vendor shall assess the lower fees to the depositors and/or card holders

| 14 Commission Percentage Paid to Agency | % |
|---|---|
| idder/Vendor Information: | |
| Name: | |
| Address: | |
| Phone No.: | |
| Fax No.: | |
| Email Address: | |
| Authorized Signature | |

^{**} Estimated quantities are for bidding purposes only. More or less may be utilized by the Agency.

Failure to use this form may result in disqualification

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR61609

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

| Check th | ie bo | ox next to each addendum rece | ive | (t | |
|----------|-------|-------------------------------|-----|--------|-----------------|
| [|] | Addendum No. 1 | [| 10.553 | Addendum No. 6 |
| [|] | Addendum No. 2 | [- | 1 | Addendum No. 7 |
| [|] | Addendum No. 3 | [|] | Addendum No. 8 |
|] |] | Addendum No. 4 | [|] | Addendum No. 9 |
| ſ |] | Addendum No. 5 | Γ | 1 | Addendum No. 10 |

Addendum Numbers Received:

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Authorized Signature

April 3, 2014

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



VENDOR

TITLE

State of West Virginia Department of Administration Purchasing Division 2019 Washington Street East Post Office Box 50130 Charleston, WV 25305-0130

RFQ COPY TYPE NAME/ADDRESS HERE

Solicitation

NUMBER COR61609

PAGE 1

ADDRESS CORRESPONDENCE TO ATTENTION OF

TARA LYLE 304-558-2544

DIVISION OF CORRECTIONS

1409 GREENBRIER ST

CHARLESTON, WV 25311

304-558-8045

ADDRESS CHANGES TO BE NOTED ABOVE

DATE PRINTED 04/08/2014

BID OPENING DATE: 04/15/2014 BID OPENING TIME 1:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ADDENDUM NO. 8 SEE ATTACHED PAGES. END OF ADDENDUM NO. 8 1001 946-25 INMATE BANKING SERVICES THIS IS THE END OF REQ COR61609 ***** TOTAL: SIGNATURE TELEPHONE DATE

SOLICITATION NUMBER: COR61609 Addendum Number: 8

The purpose of this addendum is to modify the solicitation identified as COR61609 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

| [X] | Modify bid opening date and time |
|-----|--|
| [] | Modify specifications of product or service being sought |
| [] | Attachment of vendor questions and responses |
| [] | Attachment of pre-bid sign-in sheet |
| [] | Correction of error |
| [X] | Other |

Description of Modification to Solicitation:

- 1. The bid opening has moved from 04/10/2014 to 04/15/2014. The bid opening remains at 1:30 pm.
- 2. See attached clarifications and revised Attachment C Cost sheet.
- 3. No additional questions will be accepted.

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

- 1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
- Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Clarifications:

- 1. After further consideration, the Agency will not accept proposals for retail location walkup deposit locations. See revised cost sheet – Attachment C. This category is hereby omitted from the price sheet.
- 2. For clarification purposes, the Agency added a category on the price sheet for the work release center kiosks to allow for lower deposits by inmates due to receiving gratuity money from their place of employment.
- 3. The bid opening has moved from 04/10/2014 to 04/15/2014. The bid opening remains at 1:30 pm.
- 4. No additional questions will be accepted.

COR61609 - Inmate Banking Services

Revised by Addendum No. 8 Estimated Unit of Annual Unit Extended

| - , | | | A AAAAA GAAA | Chit | Extended |
|------------|---|---------|--------------|-------|----------|
| Item # | Description * | Measure | Quantity ** | Price | Amount |
| 1 | Web Portal Deposit Fees, \$5.00 - \$39.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$40.00 - \$59.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$60.00 - \$79.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$80.00 - \$99.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$100.00 - \$124.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$125.00 - \$149.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$150.00 - \$174.99 | Each | 35,000 | | |
| | Web Portal Deposit Fees, \$175.00+ | Each | 35,000 | | |
| | | | | | |
| 2 | WRC Deposit Kiosk Fees, Cash, \$0.01 - \$4.99 | Each | 5,000 | | |
| | WRC Deposit Kiosk Fees, Cash, \$5.00 - \$39.99 | Each | 5,000 | | |
| | WRC Deposit Kiosk Fees, Cash, \$40.00 - \$59.99 | Each | 5,000 | | |
| | WRC Deposit Kiosk Fees, Cash, \$60.00 - \$79.99 | Each | 5,000 | | |
| | WRC Deposit Kiosk Fees, Cash, \$80.00 - \$99.99 | Each | 5,000 | | |
| | WRC Deposit Kiosk Fees, Cash, \$100.00 - \$124.99 | Each | 5,000 | | |
| | WRC Deposit Kiosk Fees, Cash, \$125.00 - \$149.99 | Each | 5,000 | | |
| | WRC Deposit Kiosk Fees, Cash, \$150.00 - \$174.99 | Each | 5,000 | | |
| | WRC Deposit Kiosk Fees, Cash, \$175.00+ | Each | 5,000 | A | |
| | (WRC = Work Release Center) | | | | |
| 3 | Lobby Deposit Kiosk Fees, Cash, \$5.00 - \$39.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$40.00 - \$59.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$60.00 - \$79.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$80.00 - \$99.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$100.00 - \$124.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$125.00 - \$149.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$150.00 - \$174.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Cash, \$175.00+ | Each | 5,000 | | |
| | | | | | |

COR61609 - Inmate Banking Services

| Revise | d by Addendum No. 8 | | 22 | | |
|--------|--|---------|-------------------|------|----------|
| Item # | Description * | Unit of | Annual | Unit | Extended |
| 4 | Lobby Deposit Kiosk Fees, Credit/Debit, \$5.00 - \$39.99 | Each | Quantity ** 5,000 | | Amount |
| - | Lobby Deposit Kiosk Fees, Credit/Debit, \$40.00 - \$59.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$60.00 - \$79.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$80.00 - \$99.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$100.00 - \$124.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$125.00 - \$149.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$150.00 - \$174.99 | Each | 5,000 | | |
| | Lobby Deposit Kiosk Fees, Credit/Debit, \$175.00+ | Each | 5,000 | | |
| 5 | Permanent Release Debit Card, Issue Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Maintenance Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Reloading Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Card Replacement Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Monthly Fees | Each | 3,500 | | |
| | Permanent Release Debit Card, Cash Withdrawal Fees | Each | 3,500 | | |
| 6 | Work Release Debit Card Fees, Issue Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Maintenance Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Reloading Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Card Replacement Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Monthly Fees | Each | 10,000 | | |
| | Work Release Debit Card Fees, Cash Withdrawal Fees | Each | 10,000 | | |
| 7 | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$5.00 - \$39.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$40.00 - \$59.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$60.00 - \$79.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$80.00 - \$99.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$100.00 - \$124.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$125.00 - \$149.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$150.00 - \$174.99 | Each | 2,000 | | |
| | Parole Supervision, Court Costs, Restitution Fees, Web Portal, \$175.00 + | Each | 2,000 | | |
| | | | | | |

COR61609 - Inmate Banking Services

Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$175.00 +

Estimated Revised by Addendum No. 8 Unit of Annual Unit Extended Measure Quantity ** Price Amount Item # Description * 500 Parole Supervision, Court Costs, Restitution Fees, By Phone, \$5.00 - \$39.99 Each Parole Supervision, Court Costs, Restitution Fees, By Phone, \$40.00 - \$59.99 500 Each 500 Parole Supervision, Court Costs, Restitution Fees, By Phone, \$60.00 - \$79.99 Each 500 Parole Supervision, Court Costs, Restitution Fees, By Phone, \$80.00 - \$99.99 Each 500 Each Parole Supervision, Court Costs, Restitution Fees, By Phone, \$100.00 - \$124.99 500 Parole Supervision, Court Costs, Restitution Fees, By Phone, \$125.00 - \$149.99 Each Each 500 Parole Supervision, Court Costs, Restitution Fees, By Phone, \$150.00 - \$174.99 Each 500 Parole Supervision, Court Costs, Restitution Fees, By Phone, \$175.00 + Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$5.00 - \$39.99 5,000 Each Each 5,000 Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$40.00 - \$59.99 Each 5,000 Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$60.00 - \$79.99 5.000 Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$80.00 - \$99.99 Each Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$100.00 - \$124.99 Each 5.000 5,000 Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$125.00 - \$149.99 Each 5,000 Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$150.00 - \$174.99 Each Parole Supervision, Court Costs, Restitution Fees, Kiosk Cash/Money Order, \$175.00 + Each 5,000 2,000 Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$5.00 - \$39.99 Each 2,000 Each Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$40.00 - \$59.99 Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$60.00 - \$79.99 Each 2,000 2,000 Each Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$80.00 - \$99.99 2,000 Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$100.00 - \$124.99 Each 2.000 Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$125.00 - \$149.99 Each 2,000 Parole Supervision, Court Costs, Restitution Fees, Credit Card, \$150.00 - \$174.99 Each

Each

2,000

COR61609 - Inmate Banking Services

Estimated Revised by Addendum No. 8 Extended Unit of Annual Unit Measure Quantity ** Price Amount Item # Description * 1,000 Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$5.00 - \$39.99 Each Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$40.00 - \$59.99 Each 1,000 1,000 Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$60.00 - \$79.99 Each 1,000 Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$80.00 - \$99.99 Each Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$100.00 - \$124.99 Each 1,000 1,000 Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$125.00 - \$149.99 Each Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$150.00 - \$174.99 1,000 Each Parole Supervision, Court Costs, Restitution Fees, Post Office Lock Box Fees, \$175.00 + Each 1,000 2,000 Post Office Lock Box Fees, \$5.00 - \$39.99 Each Each 2,000 Post Office Lock Box Fees, \$40.00 - \$59.99 Each 2,000 Post Office Lock Box Fees, \$60.00 - \$79.99 2,000 Each Post Office Lock Box Fees, \$80.00 - \$99.99 Each 2,000 Post Office Lock Box Fees, \$100.00 - \$124.99 2,000 Each Post Office Lock Box Fees, \$125.00 - \$149.99 2,000 Each Post Office Lock Box Fees, \$150.00 - \$174.99 Each 2,000 Post Office Lock Box Fees, \$175.00 + 2,000 Phone Deposit Fees, \$5.00 - \$39.99 Each Each 2,000 Phone Deposit Fees, \$40.00 - \$59.99 2,000 Each Phone Deposit Fees, \$60.00 - \$79.99 2,000 Phone Deposit Fees, \$80.00 - \$99.99 Each Each 2,000 Phone Deposit Fees, \$100.00 - \$124.99 2,000 Phone Deposit Fees, \$125.00 - \$149.99 Each Each 2,000 Phone Deposit Fees, \$150.00 - \$174.99 2,000 Phone Deposit Fees, \$175.00 + Each

| Gra | nd Total | |
|-----|----------|--|

| COR | 61609 - Inmate Banking Services | | | | | | | | |
|-------|--|---------------|-----------------|----------------|----------------|----------------|--|--|--|
| Revis | sed by Addendum No. 8 | | Estimated | | | | | | |
| | | | Unit of | Annual | Unit | Extended | | | |
| Item | # | Description * | Measure | Quantity ** | Price | Amount | | | |
| | e tiered dollar amounts listed above are fo e, the contract Vendor shall assess the low | | ole for high | er dollar amou | nt deposits tl | han are listed | | | |
| | | | | | | | | | |
| 14 | Commission Percentage Paid to Agency | | | | % | | | | |
| | | | | | | | | | |
| Bidd | er/Vendor Information: | * | | | | | | | |
| | Name: | | | | | | | | |
| | Address: | | | | | | | | |
| | | | | | | | | | |
| | Phone No.: | | | | | | | | |
| | Fax No.: | | | | | | | | |
| | Email Address: | | | | | | | | |
| | Authorized Signature | | - Water Manager | | | | | | |
| | | | | | | | | | |

^{**} Estimated quantities are for bidding purposes only. More or less may be utilized by the Agency.

Failure to use this form may result in disqualification

ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: COR61609

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

| (Check the | e bo | x next to each addendum recei | ved |) | | | |
|--|------|-------------------------------|-----|---|-----------------|--|--|
| 1 |] | Addendum No. 1 | [|] | Addendum No. 6 | | |
|] |] | Addendum No. 2 | [|] | Addendum No. 7 | | |
|] |] | Addendum No. 3 | [/ | 1 | Addendum No. 8 | | |
| [|] | Addendum No. 4 | [|] | Addendum No. 9 | | |
|] |] | Addendum No. 5 | [|] | Addendum No. 10 | | |
| I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding. Network LLC | | | | | | | |

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.





EXHIBIT C: INSURANCE/LICENSING

Certificate of Liability Insurance

- Worker's Compensation Insurance
- Commercial General Liability

Certificate of Authorization

Business Registration Certificate





CERTIFICATE OF LIABILITY INSURANCE 1/1/2014

DATE (MM/DD/YYYY) 10/2/2013

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.

PORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

| _ | ertificate floider in fled of such endors | - | | • | Lacura | ~~ | | | | |
|---|---|--------|--------|--|--------------------------------------|----------------------------|---|--|------------|----------|
| PRODUCER Lockton Companies, LLC-1 St. Louis | | | | | CONTACT NAME: | | | | | |
| | Three City Place Drive, Suite 90 | 00 | | | PHONE FAX (A/C, No, Ext): (A/C, No): | | | | | |
| | St. Louis MO 63141-7081 | | | | E-MAIL ADDRESS: | | | | | |
| | (314) 432-0500 | | | | INSURER(S) AFFORDING COVERAGE | | | | | NAIC # |
| | | | | | INSURER A: Federal Insurance Company | | | | | 20281 |
| INSU | | LC. | | | INSURER B: | | | | | |
| 135 | 7687 10880 Linpage Place | | | | INSURE | RC: | | | | |
| 1 | St. Louis MO 63132 | | | | INSURER D: | | | | | |
| 1 | | | | | | RE: | | | | |
| | | | | | INSURE | RF: | 2011 1100 - 80 | | | |
| CO | VERAGES CENGR CER | TIFI | CATE | NUMBER: 12615 | 211 | | | REVISION NUMBER: | XXX | XXXXX |
| | HIS IS TO CERTIFY THAT THE POLICIES | | | | | | | | | |
| | IDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY | | | | | | | | | |
| | XCLUSIONS AND CONDITIONS OF SUCH | | | | | | | HEREIN IS SUBJECT TO |) ALL THE | TERIVIO, |
| INSR LTR | TYPE OF INSURANCE | ADDL | SUBR | POLICY NUMBER | | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMIT | s | |
| A | GENERAL LIABILITY | N | N | 7321-00-92 | | 1/1/2013 | 1/1/2014 | EACH OCCURRENCE | \$ 1,000.0 | 000 |
| | X COMMERCIAL GENERAL LIABILITY | 200040 | 3650 | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | | ., | .,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000.0 | 000 |
| | CLAIMS-MADE X OCCUR | | | | | | | MED EXP (Any one person) | \$ 10,000 | |
| | | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,0 | 000 |
| | | | | | | | | GENERAL AGGREGATE | \$ 2,000,0 | 000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | PRODUCTS - COMP/OP AGG | \$ 2,000,0 | |
| | POLICY X PRO- X LOC | | | | w | | | | \$ | |
| | AUTOMOBILE LIABILITY | | | NOT APPLICABLE | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ XXXX | XXX |
| | ANY AUTO | | | | | | | BODILY INJURY (Per person) | \$ XXXX | |
| | ALL OWNED SCHEDULED AUTOS | | | | | | | BODILY INJURY (Per accident) | \$ XXXX | XXX |
| | HIRED AUTOS NON-OWNED AUTOS | | | | | | | PROPERTY DAMAGE (Per accident) | \$ XXXX | |
| | | | | | | | | | \$ XXXX | XXXX |
| | UMBRELLA LIAB OCCUR | | | NOT APPLICABLE | | | | EACH OCCURRENCE | \$ XXXX | XXXX |
| | EXCESS LIAB CLAIMS-MADE | | | | | | | AGGREGATE | \$ XXXX | XXXX |
| | DED RETENTION\$ | | | | | | | | \$ XXXX | XXX |
| Α | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | N | 7165-55-50 | | 1/1/2013 | 1/1/2014 | X WC STATU- OTH- | | |
| | AND EMPLOYERS CIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N | N/A | | AND THE PROPERTY OF THE PROPER | | | | E.L. EACH ACCIDENT | \$ 1,000.0 | 000 |
| 1 | (Mandatory in NH) | " | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000, | 000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | . Miles and the second | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,0 | 000 |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | <u> </u> | | | | |
| Ince | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC | IES / | Attach | ACORD 101 Additional Pomarke | Schodula | if more enace is | required) | | | |

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

12615211

State of West Virginia Division of Corrections 1409 Greenbrier Street Charleston WV 25311

Frin I



I, Natalie E. Tennant, Secretary of State of the State of West Virginia, hereby certify that

KEEFE COMMISSARY NETWORK, L.L.C.

was duly authorized under the laws of this state to transact business in West Virginia as a foreign limited liability company on April 24, 2006.

The company is filed as an at-will company, for an indefinite period.

I further certify that the LLC (PLLC) has not been revoked by the State of West Virginia nor has a Certificate of Cancellation been issued.

Therefore, I hereby issue this

CERTIFICATE OF AUTHORIZATION

Validation ID:0WV82_X6QC4



Given under my hand and the Great Seal of the State of West Virginia on this day of October 25, 2013

Secretary of State



STATE OF WEST VIRGINIA State Tax Department, Revenue Division P. O. Box 2666 Charleston, WV 25330-2666



Earl Ray Tomblin, Governor

Craig A. Griffith, Tax Commissioner

KEEFE COMMISSARY NETWORK L L C 1260 ANDES BLVD SAINT LOUIS MO 63132-1702 Letter Id: L Issued: Account #:

L0283734912 12/20/2012

1029-9425



RE: Business Registration Certificate

The West Virginia State Tax Department would like to thank you for registering your business. Enclosed is your Business Registration Certificate. This certificate shall be permanent until cessation of business or until suspended, revoked or cancelled. Changes in name, ownership or location are considered a cessation of business; a new Business Registration Certificate and applicable fees are required. Please review the certificate for accuracy.

This certificate must be prominently displayed at the location for which issued. Engaging in business without conspicuously posting a West Virginia Business Registration Certificate in the place of business is a crime and may subject you to fines per W.Va. Code § 11-9.

When contacting the State Tax Department, refer to the appropriate account number listed on the back of this page. The taxes listed may not be all the taxes for which you are responsible. Account numbers for taxes are printed on the tax returns mailed by the State Tax Department. Failure to timely file tax returns may result in penalties for late filing.

Should the nature of your business activity or business ownership change, your liability for these and other taxes will change accordingly.

To learn more about these taxes and the services offered by the West Virginia State Tax Department, visit our web site at www.wvtax.gov.

Enclosure

atL006 v.4

WEST VIRGINIA STATE TAX DEPARTMENT BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:
KEEFE COMMISSARY NETWORK L L C
HC 64 DENMAR RD
HILLSBORO, WV 24946-0000

BUSINESS REGISTRATION ACCOUNT NUMBER:

1029-9425

This certificate is issued on:

12/20/2012

This business is licensed to sell cigarettes and/or tobacco products.

This certificate is issued by the West Virginia State Tax Commissioner in accordance with Chapter 11, Article 12, of the West Virginia Code

The person or organization identified on this certificate is registered to conduct business in the State of West Virginia at the location above.

This certificate is not transferrable and must be displayed at the location for which issued.

This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them. CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

atL006 v.4. L0283734912

| RFQ No. | COR61609 |
|---------|----------|
| | |

STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

Purchasing Affidavit (Revised 07/01/2012)



WITNESS THE FOLLOWING SIGNATURE:

SANDRA L. MATISAK Notary Public - State of Ohio My Commission Expires Dec. 11, 2016





EXHIBIT E: SAMPLE REPORTS

Deposit Reports

Exhibit E-2 to E-4

Data Detective Reports

Exhibit E- 4 to E-5

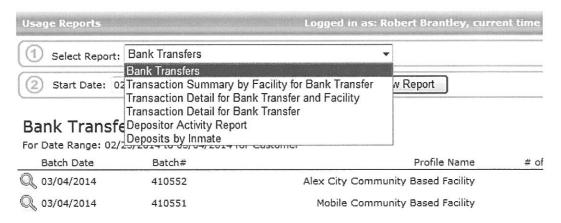




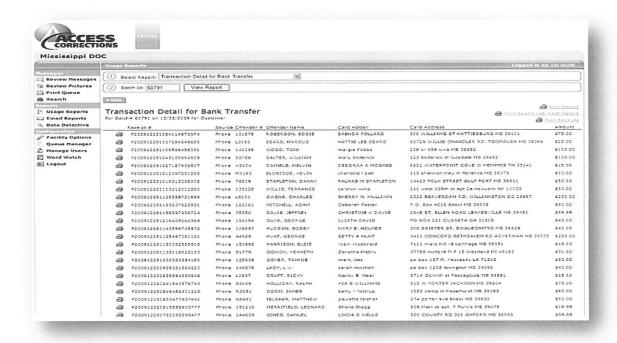
Deposit Reports

The Agency will be able to access deposit history and bank transfers easily online. In addition to these reports, the Agency will also be able to access The Data Detective® data mining solution specifically designed for our services.

Please see the below screen shot from the Facility Management website detailing the multiple reports which can be run by the DOC including: Bank Transfers, Transaction Summary by Facility for Bank Transfer, Transaction Detail for Bank Transfer and Facility, Transaction Detail for Bank Transfer, Deposits by Inmate, and Depositor Activity Report.



The Agency will also be able to view the details of each bank transfer by clicking on the desired batch. Once selected, this report will display each individual deposit along with the Offender Number, Offender Name, Card Holder, Card Address and Deposit Amount.



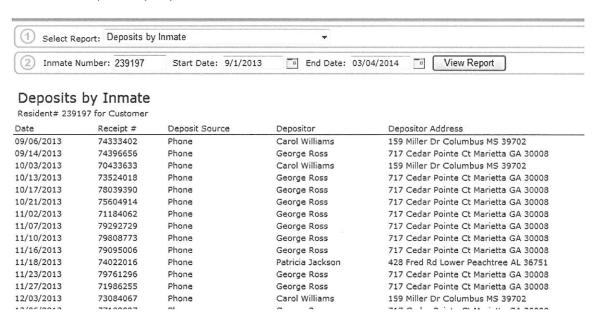






Print Report

You can also search Deposits by a specific Inmate:



You can also view deposit activity by a specific facility:

| Select Report: Transaction Summary by Facility for Bank Transfer | |
|--|--|
| 2 Batch Id: 410547 View Report | |

■ BACK

Transaction Summary by Facility for Bank Transfer

Batch# 410547 on 03/04/2014 for Customer Account Manager

| active 410047 on 03/04/2014 for customer Account Manager | | | | | | | |
|--|--|---|--|--|--|--|--|
| Facility Name | # of Transactions | Transaction Total | | | | | |
| Ventress Correctional Facility | 144 | \$11,654.75 | | | | | |
| Tutwiler Correctional Facility | 0 | \$0.00 | | | | | |
| State Cattle Ranch | 0 | \$0.00 | | | | | |
| St. Clair Correctional Facility | 0 | \$0.00 | | | | | |
| Staton Correctional Facility | Ō | \$0.00 | | | | | |
| Red Eagle Work Center | Ö | \$0.00 | | | | | |
| | Facility Name Ventress Correctional Facility Tutwiler Correctional Facility State Cattle Ranch St. Clair Correctional Facility Staton Correctional Facility | Facility Name # of Transactions Ventress Correctional Facility 144 Tutwiler Correctional Facility 0 State Cattle Ranch 0 St. Clair Correctional Facility 0 Staton Correctional Facility 0 | | | | | |

You can view deposits by their purpose:

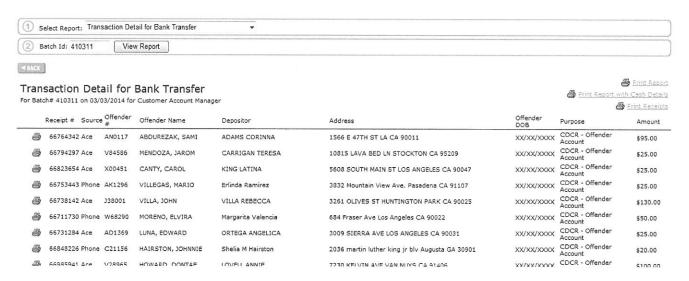
| (2) Batch Id: 408538 | View Report | | |
|---------------------------------|-----------------------------------|-------------------|--|
| ▼BACK | | | |
| | nary by Purpose for Bank Transfer | | Print Rep |
| | | | |
| Purpose Code | Purpose Name | # of Transactions | Transaction Total |
| | - | # of Transactions | |
| Purpose Code | Purpose Name | | \$0.00 |
| Purpose Code OTHER | Purpose Name N/A | | \$0.00 \$0.00 |
| Purpose Code OTHER OffTCL | Purpose Name N/A CDCR - TCL | 0 | Transaction Total \$0.00 \$0.00 \$0.00 \$14,714.15 |







The Transaction Detail will also easily show the details of each deposit including the source of each transaction:



Data Detective

Data Detective® is Keefe's data mining solution specifically designed for our services. This tool is designed with the investigative nature of the corrections market in mind. Authorized staff will be able to search varying degrees of separation in order to establish links from inmate to inmate or end user to end user. Some of the features are listed below:

- Facility staff can explore important data using a dynamic visual map.
- The unique design of the visual map allows investigators to quickly find connections and patterns
- Web based program so authorized facility staff are able to view from their own desktop computer.

Months of research and development, utilizing established relationships with correctional facilities allowed Keefe to develop the very best solution for the corrections market. This tool will automatically be applied to all payment information.

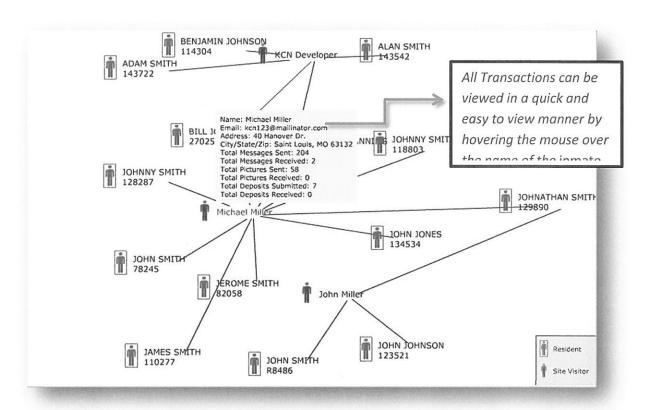
The Facility will have access to reports 24/7 in real time via the facility website. These reports can be searched by date range and include all transaction information including the depositor/sender's address and IP address.

Keefe also provides detailed information regarding the sender through its Data Detective software. This provides the Facility with the sender's address as well as varying degrees of separation in order to establish links from inmate to inmate or end user to end user.

See below screen shot of the Data Detective. It shows the sender "Michael Miller" as well as his email address, street address, total messages sent and total deposits made as well as who else he has sent messages or deposited money to. The email reports can also be exported as a PDF or excel.







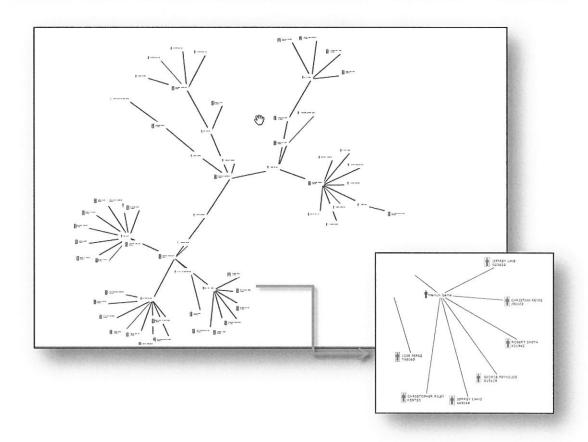








EXHIBIT F: FRAUD DETECTION & PREVENTION

As part of its response to RFP COR61609, Keefe Commissary Network, LLC ("KCN") is submitting a description of its fraud prevention software and processes. KCN would like to identify this material as confidential proprietary information and invoke protection for the documents from disclosure pursuant to West Virginia Code Sections 29B-1-4(a)(1) and 29B-1-4(a)(9).

KCN's fraud prevention program contains proprietary software and investigative methods for identifying and blocking suspicious transactions. A release of this information would enable future perpetrators of fraud to avoid detection and would jeopardize KCN's ability to protect the public.

As instructed, we have marked KCN's description of its fraud prevention software and processes as confidential and request that they not be disclosed to the public.



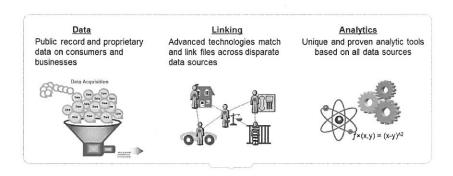


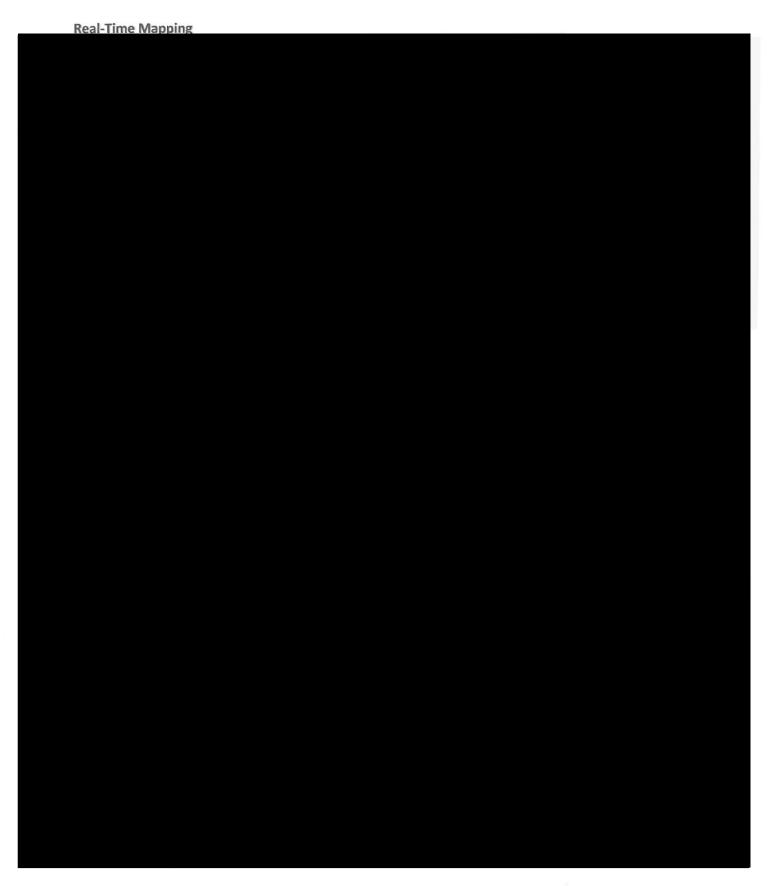
FRAUD DETECTION & PREVENTION

Keefe Investigative Staff

Please note the information contained below is confidential information. The information on our propriety software, public user data, scientific methods and standard operating procedures of our Investigators must be kept confidential. If this information reaches the public domain it could jeopardize our ability to protect the public

In order to control fraud and uncover illegal activity inside and outside of facilities, Keefe has a dedicated team of *twelve (12)* investigators located at our corporate headquarters in St. Louis, MO. Keefe's Investigation Team *reviews approximately 27% of the payment transactions for suspicious activities*. The Investigation Team uses our proprietary software combined with industry leading intelligence software connected to multiple public data sources to validate our findings.





As soon as one of our investigators is suspicious of illegal activity concerning an inmate, they fill-out a Suspicious Activity Report and send that to the DOC Investigators. Keefe's Investigative Team stays in contact with the DOC investigators as their investigation continues. Please see below for an example of Keefe's *Suspicious Activity Report*:



The Investigation Team also has real-time access to a public record data base that provide card holders place of birth, last known addresses and other public data that is likely only known to the card holder.



Keefe's Investigative Team has a proven track record of assisting DOC investigators with information that has led to uncovering illegal or unwanted behavior. <u>They have found cell phones, cell phone</u> chargers, stolen credit card numbers, pre-paid debit cards, and other illegal activity within the jail and outside.