

State of Alabama
County of Baldwin

CONTRACT FOR PROFESSIONAL SERVICES

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission, Baldwin County Sheriff's Office (hereinafter called "SHERIFF") and Kimble's Food By Design, LLC, (hereinafter referred to as "PROVIDER").

The Request for Proposals (RFP) is attached as "Attachment A" and are incorporated by reference as though set forth fully herein.

WITN ESSETH:

Whereas, the Sheriff of Baldwin County authorized staff to solicit a Request for Proposals (RFPs) for Provision of Commissary Services; and

Whereas, the PROVIDER responded to the RFP and was chosen by the Baldwin County Sheriff's Office to provide needed services in accordance with the RFP and Response.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

- | | |
|----------------|---------------------------------|
| A. COUNTY: | Baldwin County, Alabama |
| B. COMMISSION: | Baldwin County Commission |
| C. SHERIFF: | Baldwin County Sheriff's Office |
| D. PROVIDER: | Kimble's Food By Design, LLC |

II. Obligations Generally. The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth.

This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Contract, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section_ 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications. Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements, and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Kimble's Food By Design, LLC
607 Hines Street
LaGrange, GA 30241

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, AL 36507

SHERIFF: Baldwin County Sheriff's Office
320 N. Hoyle Avenue
Bay Minette, AL 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions contained in the **"Request for Proposals"** which is attached as "Attachment A", the same being expressly incorporated herein by reference, and without limitation will encompass:

"All provision and conditions and/or specifications listed/stated in the Request for Proposal Provision of Commissary Services for Inmate for the Baldwin County Sheriff's Office."

- A. PROVIDER will provide ongoing communications with SHERIFF regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER'S services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this Contract, with or without cause or reason, by giving sixty (60) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be paid per **"ATTACHMENT B" Option A.** Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services.

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective for twenty-four (24) months with the option to renew for an additional twelve-month period and will commence immediately upon the same date as its full execution or extend the first contract until such time that a new contract can be bid and awarded. Any additional contract renewals or extensions will be at a mutually agreed upon price, terms and conditions. Any successive contract renewals or extensions must have the written approval of both the County and

the PROVIDER no later thirty (30) days prior to the expiration of the term.
[Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions of this Contract.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. To the fullest extent allowed by law, the PROVIDER shall indemnify, defend and hold COUNTY, Baldwin County, Alabama, and their Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon SHERIFF and/or the COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

XXVI: Governing Law. This Contract in all respects, including, without limitation, its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance. Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to COUNTY, throughout the term of hereof, a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work

at the subject property site. All liability insurance shall name the COUNTY as an additional insured.

Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to COUNTY, shall be furnished to COUNTY, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to COUNTY in the event of cancellation, termination or any change in such insurance policies. The worker's compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, COUNTY may, at its option, suspend this Contract until insurance is obtained, or terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

_____/_____
MATTHEW P. MCKENZIE /Date
Chairman

_____/_____
ROGER H. RENDLEMAN /Date
County Administrator

State of Alabama)

County of Baldwin)

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Matthew P. McKenzie, whose name as Chairman of Baldwin County Commission, and Roger H. Rendleman, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the _____ day of _____, 2025.

Notary Public
My Commission Expires

SHERIFF

ATTEST:

Anthony E. Lowery /Date
Sheriff, Baldwin County

David White /Date
Chief Deputy, Baldwin County

State of Alabama

County of Baldwin

I, _____, a Notary Public in and for said County, in said State, hereby certify that, Anthony E. Lowery, whose name as Sheriff of Baldwin County, and David White, whose name as Chief Deputy, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Sheriff's Office.

GIVEN under my hand and seal on this the _____ day of _____ 2025.

Notary Public
My Commission Expires

SIGNATURE AND NOTARY PAGE TO FOLLOW

PROVIDER: Kimble's Food By Design, LLC

/Date
Owner

State of Georgia

County of _____

I, _____ Notary Public in and for said County and State, hereby certify that
_____ as _____ of Kimble's Food By Design, LLC, whose name is
signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day
that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the
same bears date for and as an act of said Kimble's Food By Design, LLC.

GIVEN under my hand and seal on this the _____ day of _____ 2025.

Notary Public
My Commission Expires

Baldwin County Sheriff's Corrections Center
Bay Minette, Alabama



Request for Proposals / Invitation to Bid

Commissary Services

Baldwin County Sheriff's Corrections Center

Request for Proposals / Invitation to Bid

Specifications for Commissary Services and Instructions to Vendors

April 1, 2025

You are invited to submit a proposal for the provision of commissary services, to include inmate banking software, maintenance support for software and hardware, snack foods, personal hygiene products, etc. as necessary to provide commissary service for inmates.

The Baldwin County Sheriff's Corrections Center currently houses an average of 550-700 adult inmates per day. The facility is located at 200 Hand Avenue, Bay Minette, AL 36507.

The Request for Proposals / Invitation to Bid contemplates and intends that any resulting contract shall be for a period of two (2) years with an option, upon mutual written agreement of the parties, to extend the contract for one (1) additional year. The primary term shall commence on June 1, 2025 and end May 31, 2027.

The Request for Proposals / Initiation to Bid contemplates that a responsible proposer is one who (1) is licensed and authorized to do business in the State of Alabama, and (2) otherwise submits a responsive proposal and furnishes, when required, information and data that its financial resources, service facilities and capabilities, personnel, service reputation, experience, and management are adequate to satisfactorily perform the services described and contemplated herein.

Written proposals will be received in the Finance Section of the Baldwin County Sheriff's Office, 111 E 4th St, Bay Minette, AL 36507. The deadline for the submittal of written proposals shall be **10:00 a.m. CDT on April 25, 2025**. Proposals received after this time will not be accepted. **The original, three (3) paper copies, and one (1) digital copy on a USB Drive or similar device of each proposal shall be submitted.**

The competency, experience and background of the service providers will be considered along with the quality of the proposal in making the contract award. A proposal other than the lowest priced may be selected if the Baldwin County Sheriff's Office determines, at its sole and absolute discretion, that its interests will best be served by doing so.

The Baldwin County Sheriff's Office reserves, and in its sole discretion may exercise, the following rights and options with respect to the proposal submission, evaluation and selection process under this RFP/ITB:

- To reject any proposals if, in the Baldwin County Sheriff's Office sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of this RFP / ITB as stated, the service provider does not meet the qualifications set forth in the RFP / ITB, or it is otherwise in the Baldwin County Sheriff's Office best interest to do so.
- To supplement, amend, substitute or otherwise modify this RFP / ITB at any time prior to selection of one or more service providers for negotiation and to cancel this RFP / ITB with or without issuing another RFP / ITB.
- To accept or reject any or all of the items in any proposal and award the contract(s) in whole or in part if it is deemed in the Baldwin County Sheriff's Office best interest to do so.
- To request that some or all of the service providers modify proposals based upon the Baldwin County Sheriff's Office review and evaluation.
- To require a service provider to give an oral presentation and/or product demonstration to the Baldwin County Sheriff's Office after submittal of the RFP / ITB. Actions by the Baldwin County Sheriff's Office in this regard should not be construed to imply acceptance or rejection of a proposal. The Baldwin County Sheriff's Office will contact the service provider's primary contact with further instructions should the Baldwin County Sheriff's Office decide to request a presentation/demonstration.
- Baldwin County Sheriff's Office will not reimburse service providers for any cost involved in the preparation and submission of responses to this RFP / ITB or in the preparation for and attendance at subsequent interviews.

IMPORTANT NOTE: Under Alabama law, out-of-state Vendors must qualify with the Alabama secretary of State to do business in the State of Alabama prior to the award of any contract. Failure to do so qualify as of the date of award will result in disqualification.

Evaluation Criteria

Proposals will be evaluated by considering the following:

1. Contractor's previous related experience and performance in correctional commissary service.
2. Quality of plan of operations including changes or improvement, which are deemed advantageous by the Baldwin County Corrections Center.
3. Quality of support from district or regional office.
4. Current client recommendations. Detailed reference checks may be conducted, especially with facilities like that of Baldwin County Corrections Center.
5. Number and reasons for account termination during the last five (5) years.
6. Quality and presentation of overall proposal package.
7. Commission rate/profit sharing on commissary sales.

8. Attended Mandatory Pre-Bid Meeting
9. Deviations and Exceptions.

Deviations and exceptions from terms, conditions, and specifications shall be described fully, signed and attached to the proposal on the Contractor's Letterhead. In the absence of such statement, the Contractor's proposal shall be accepted as in strict compliance with all terms, conditions and specifications, and the Contractor shall be held liable for performing all Specifications.

Submission Procedures, Requirements

One (1) written original and three (3) copies of the proposal must be received by the Baldwin County Sheriff's Finance Office located in the Support Services Building located at 111 E 4th Street, Bay Minette, AL 36507. The deadline for the submittal of written proposals shall be on **April 25, 2025, by 10:00 a.m. CDT**. Proposals received after this time will not be accepted.

Pre-Proposal Conference

A mandatory Pre-Proposal Conference will be held at the Baldwin County Sheriff's Office located at 320 Hoyle Avenue, Bay Minette, AL on **April 10, 2025 at 10:30 A.M. (Central Standard Time)**. The conference will include a thorough discussion of Request for Proposal / Invitation to Bid specifications and Vendor questions. **ALL INTERESTED VENDORS MUST ATTEND**. Vendors will not be allowed to submit a proposal for this project if they or a representative of their company does not attend the Pre-Proposal Conference.

Each person, company, or firm responding to this Request for Proposal / Invitation to Bids acknowledges the right of the Sheriff of Baldwin County to reject all proposals and to waive any non-material informality or irregularity in any proposal received.

Should you have any questions regarding this Request for Proposal / Invitation to Bids, please contact Kim Kelly, Director of Finance, Baldwin County Sheriff's Office, at 251-580-2508, or email her at kkelly@baldwincountyal.gov.

We welcome your proposal.

Sincerely,

Kim Kelly,
Director of Finance

BALDWIN COUNTY SHERIFF'S OFFICE

**REQUEST FOR PROPOSAL / INVITATION TO BID
April 2025**

PROVISION OF COMMISSARY SERVICES FOR INMATES

The Baldwin County Sheriff's Office is requesting proposals for the provision of commissary services, to include inmate banking software, maintenance support for software and hardware, snack foods, personal hygiene products, etc. as necessary to provide commissary service for inmates.

April 1, 2025	Request for Proposal / Invitation to Bid Issued
April 10, 2025	Pre-Proposal Conference
April 25, 2025	Proposals Due by 10 a.m. CDT
May 2, 2025	Expected Award Date
June 1, 2025	Contract begins

A. SUMMARY

The Baldwin County Sheriff's Office, hereinafter referred to as "Sheriff", requests proposals from all interested providers of Inmate Technology Services for the Baldwin County Sheriff's Corrections Center, hereinafter referred to as "Facility".

The term "vendor", as used herein, shall refer to providers submitting proposals in response to this Request for Proposal / Invitation to Bids (RFP / ITB). The term "Vendor" or "Provider" is also used to describe the successful vendor(s) in the context of providing services under a contract resulting from this RFP / ITB.

B. GENERAL TERMS AND CONDITIONS

B.1 Prime responsibility: The successful Vendor(s) will be required to assume full responsibility for all services and activities offered in its/their proposal(s), whether or not provided directly.

B.2 Assurance: Any contract awarded under this RFP / ITB must be carried out in full compliance with Title VI and VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended. The Provider must guarantee that services provided will be performed in compliance with all applicable county, state and federal laws and regulations pertinent to this project.

B.3 Independent Vendor: In performance of the work, duties, and obligations assumed by the vendor, it is mutually understood and agreed that the vendor, including any and all of the vendor's officer, agents and employees, will at all times be acting and performing in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of the County.

B.4 The Baldwin County Sheriff's Office prohibits discrimination in employment or in the provision of services because of race, color, religion, religious creed, sex, age, marital status, ancestry, national origin, political affiliation, physical disability or medical condition.

B.5 The Sheriff reserves the right to reject any and all proposals, to negotiate specific terms, conditions, compensation, and provisions on any contract that may arise from this solicitation; to waive any informalities or irregularities in the proposals; and to accept the proposal(s) that appear(s) to be in the best interest of the Facility.

B.6 The Sheriff reserves the right to (1) request clarification of any submitted information and not to enter into any agreement.

B.7 The vendor's proposal, in whole or in part, may be made part of any resultant contract and incorporated in the Contract.

B.8 The contract will be for a period of two (2) years with an option, upon mutual written agreement of the parties, to extend the contract for one (1) additional year. The primary term shall commence on June 1, 2025 and end May 31, 2027.

C. Service Provider Qualifications. All proposers, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular, and without limitation, all proposers must be licensed and permitted in accordance with the Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All proposers should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Proposal.

All vendors, contractors and grantees are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at www.baldwincountyal.gov.

All proposers must provide proof of proper certification of authority, and any required registration, to transact business in this State in order to perform work for the Baldwin County Commission/Baldwin County Sheriff's Office. Proposer's Registration Number shall be provided on the Proposal. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.

C.2 Prime Vendor Responsibilities. Vendor will assume responsibility for delivery of services and application performance, regardless of whether the Vendor subcontracts any of these items and services. The Vendor will be the sole point of contact regarding contractual matters, including performance of services and the payment of all charges resulting from contract obligations. Vendor will be totally responsible for all obligations outlined under this RFP / ITB.

C.3 Hold Harmless Provision. The service provider shall at all times indemnify and save harmless Baldwin County and its departments, their County Sheriff, officers and County employees and Sheriff Office employees, against all liability, claim of liability, loss, cost of damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will, at their expense, defend on behalf of the County, Baldwin County Sheriff's Office and its departments,

their officers and employees, either or all, any suit brought against them or any of the arising from any such cause.

C.4 Contractors and Subcontractors and Insurance. The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance has not been approved by the County/Sheriff's Office, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

C.5 Compensation Insurance. The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission and Baldwin County Sheriff's Office and their employees shall be named as additional insured.

C.6 Contractor's Public Liability and Property Damage Insurance. The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission and Baldwin County Sheriff's Office and their employees shall be named as additional insured.

D. BACKGROUND

Baldwin County Sheriff's Corrections Center houses between 550 and 700 adult male/female inmates currently. Attachment A provides statistical data, including ADP.

E. PROPOSAL FORMAT

All vendors must submit their response to the bid specifications in the following format. Failure to follow the specified format may result in the proposal being deemed non-responsive and subject to immediate rejection.

1. Cover Letter
2. Executive Summary
3. Letter of Transmittal
4. Vendor's Experience
5. Support Structure
6. Vendor's References
7. Financial Qualifications
8. Service Requirements
9. Hardware Requirements
10. Network and System Requirements
11. Proposed Operating Plan
12. Additional Services

E.1 Cover Letter. The proposal must include a cover letter which introduces the vendor and provides a highlight of their experience in relation to the proposed services.

E.2 Executive Summary. The vendor will include an executive summary which will provide the highlights of the vendor's response and any information which will assist the Baldwin County Sheriff's Office selection committee in evaluating the vendor's submittal.

E.3 Letter of Transmittal

The vendor will include a Letter of Transmittal which will contain the following information:

- (a) Statement indicating the company which will be providing the services required in the RFP / ITB and indicating any subcontractors which will be utilized.
- (b) Point of contact for RFP / ITB clarification or additional information.
- (c) Person authorized to legally obligate the vendor.
- (d) Provide complete contact information to include name, address, phone, fax, and e-mail address for the contact person.
- (e) The letter of Transmittal must contain statements affirming:
 1. Statement of No Inducement: A statement certifying that no attempt has been made or will be made by the respondent to induce any other person or firm to submit or not to submit a proposal regarding the RFP / ITB. Furthermore, this is to certify that the proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive response.

2. **Statement of No Investigation/Conviction:** A statement certifying that the vendor, its affiliates, parent company, subsidiaries, officers, directors, subcontractors, and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or the performance of any public contract.
3. Vendor will certify it is not currently subject to a non-compete agreement/clause.

E.4 Vendor's Experience. The vendor will include all relevant history and experience in providing the proposed services. Especially with facilities of similar size as Baldwin County Corrections Center. Work history will be specific to the proposed services in corrections facilities.

E.5 Support Structure. The vendor will include the support structure for all those individuals who will be involved in the implementation and support for all proposed services. This structure must include support for all aspects of the technical specifications.

The vendor will provide examples of company policy and/or procedures to increase accuracy and minimize commissary credits.

E.6 References. The Baldwin County Sheriff's Office will verify references from other facilities similar in size and scope to the Baldwin County Corrections Center. The vendor should only provide pertinent information. The vendor will provide at least FIVE (5) references with similar size and scope to the Baldwin County Corrections Center.

E.7 Financial Qualifications. The vendor will provide the following information:

- Most recent three (3) years independently audited financial statements.
- Corporate credit and financial references to include at least two bank references
- Certificate of Insurance

The Contractor shall carry appropriate insurance on its employees, products and property, including Workers Compensation, and general liability in the minimum of \$100,000 per occurrence.

E.7.A -The Contractor shall provide the Baldwin County Sheriff's Office Director of Budget/Finance, not later than the commencement of service under the contract, with certificates of insurance for the foregoing coverage, which designate the Baldwin County Sheriff's Office and the Baldwin County Commission as an additional insured with respect to the Contractor's participation in the contract and which includes a provision that the coverage shall not be cancelled, terminated or otherwise modified without a ninety (90) day prior written notice provided to the Baldwin County Sheriff's

Office and the Baldwin County Commission. Cancellation of insurance shall be cause for immediate cancellation of the contract.

- Taxes, Licenses, and Permits. The Contractor shall pay all applicable federal, state and local taxes and shall obtain and keep current all necessary licenses and permits.
- Performance Bond. Contractor shall be required, at the time of contracting, to post a performance bond, which shall remain valid throughout the life of the contract and any extensions or renewals thereof, in the amount of 10% of the first year's projected gross sales.

F. SERVICES REQUIRED. The Contractor will be expected to provide the following services as part of the commissary program.

1. Commissary Service Requirements

- a. Contractor shall maintain on its own premises, off-site from the Facility, a large selection of items to be made available through the commissary jail facility. Purchase and payment for inventory and stock shall be the sole responsibility of the Contractor.
- b. Inmates will be able to purchase goods from the commissary at least twice per week. All sales will be made via an automated order user interface provided by the vendor. Said automated order interface shall show items available and their current prices (including applicable sales taxes). Vendor will package and seal orders and deliver fulfilled orders within one business day after the order is transmitted.
- c. Commissary orders must be delivered twice weekly via vendor owned truck using established vendor employees.
- d. Maximum amount of each inmate order will be \$75.00
- e. Commissary item pricing will be based on a comparative study of prices of similar items at retail outlets in Baldwin County.
- f. Commissary service shall start within 60 days of the award of the contract. The contract term shall be for a two (2) year period with the option to extend one (1) additional year based on mutual agreement of both parties. The Sheriff of Baldwin County Reserves the right to cancel said contract within sixty (60) days upon giving written notice.
- g. Contractor shall assume full responsibility for the actions of its personnel who may be present at the site. All contractor employees accessing the Facility will be approved by the Commander or Deputy Commander.

2. Inmate Accounts System Requirements

- a. The system shall be multi-terminal with multi-user function/capability.

- b. The system shall allow jail personnel to create/open an inmate account by using the inmate identification number (PIN) at the time of booking, and then to enter the amount of money the inmate has in his/her possession at intake. The system must interface with the current JMS software.
- c. The system shall allow for at least the following functionality and types of transactions to occur on the inmates' accounts:

3. General Requirements

- a. For the term of the contract, the Vendor must agree to customize the Trust Accounting System to meet the Sheriff's current and future accounting needs.
- b. All travel expenses for on-site visits which may be required to fulfill the Facility's needs are the responsibility of the Vendor.
- c. All hardware and software support costs including on-site support/troubleshooting/additional training will be the responsibility of the Vendor.

4. Vendor's Responsibilities for Financial Account Tracking

1. The Vendor shall be solely responsible for the accurate and complete tracking of all financial accounts for inmates within the Baldwin County Sheriff's Correction Center. The Vendor agrees to perform all duties related to the management, tracking, and reporting of inmate financial accounts in strict accordance with the terms and conditions outlined in this section of the Agreement. The Vendor shall ensure that all financial activities are properly documented, compliant with applicable laws and regulations, and meet the specific contractual obligations set forth in this Agreement.

2. The Vendor agrees that failing to properly manage the inmate financial accounts, as described in sections 1 through 12 of the "Vendor's Responsibilities for Financial Account Tracking," will be considered a breach of this Agreement. This could lead to immediate actions being taken, including termination of the Agreement and legal action to recover any damages caused by such failure. By agreeing to this, the Vendor acknowledges their legal and contractual responsibility to ensure all aspects of the financial account management (sections 1-12) are handled accurately and in accordance with the terms of this Agreement at the Baldwin County Sheriff's Correction Center.

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

- b. Allow authorized users specifically vender(s) to void inmate debts. If money has been collected on the debt, even over the course of several weeks, the system should refund all monies collected if the debt is voided. This must be accomplished without vendor assistance. The date the debt is voided will be the posting date, not the date each debt transaction occurred.
- c. Allow authorized users specifically the vendor(s) to write-off debts or portions of debts.
- d. Allow predefined transaction amounts and comments to be entered for recurring transactions.
- e. Allow the creation of new inmate scheduled payments with payment frequencies including daily, weekly, and monthly.
- f. Allow release of inmate funds by check or debit card (default).
- g. Allow printing of checks directly from the system with signatures printed on the check.
- h. Allow group release of funds for inmates being transferred between facilities with a single check.
- i. Provide work sign-out tracking for inmates assigned to jobs outside the facility if applicable.
- j. Provide per diem tracking of inmates assigned to outside work assignments.
- k. Provide per diem for third party work assignments.
- l. Provide for receipting of Work Release earnings, collecting of the percentage of gross wages required by law, and depositing the balance on the inmate's account.
- m. Provide reconciliation capabilities for multiple bank accounts
- n. Allow searching for inmates by inmate ID or last name.
- o. Allow automatic printing of receipts after transaction without additional confirmations.
- p. Allow on-screen viewing of inmate transaction receipts without printing.
- q. Allow station specific number of copies during receipt printing.
- r. Allow station specific printers to be specified other than using default printer.
- s. Allow printers to be specified without creating vendor specific printer names. That is, the system should use the printer names that are established by the Facility.

- t. Allow export of reports to PDF, RTF, and Excel. Exported reports should optionally disable page headers and footers for better integration with Excel.
- u. Provide help videos for common functions.
- v. Automatically create ACH entries for release debit card withdrawals.
- w. Support Positive Pay export check information to banks.
- x. Provide integrated reports within the Trust Accounting System with no separate login or executable launch required.
- y. Allow user-definable password security settings including minimum password length and requirements for numbers, symbols, or letters in the passwords.
- z. Allow station specific, predefined comments for commonly repeated transactions.
- aa. Directly interface with kiosk equipment designed to accept bills.
- bb. Allow user-defined indigent tracking based on current balance, days since booking, deposits over a period, and commissary bills over a period.
- cc. System must allow transactions to be easily voided while maintaining a verifiable audit trail. For example, a deposit transaction which triggers multiple debt collections should be voidable in a single operation which leaves the inmate and the associated restitution accounts correct with no opportunity for officer data entry mistakes. This must be accomplished without vendor intervention or direct manipulation of data.
- dd. System must allow holding funds which cannot be spent by the inmate until released. Holds must support automatic removal after a predefined number of days.
- ee. System must interface with signature capture pads and print captured signature on the inmate receipts.
- ff. Allow tracking of inmate voluntary and mandatory savings accounts with automatic collections and interest distribution.
- gg. Include manual transaction data entry warnings if a duplicate money receipt or billing transaction is suspected by the system.
- hh. Include predefined reports not limited to:

3. Trial Balance, Resident Balances, Balance Sheet, Check Postings, Money Receipts, Cash Disbursements, Inmate Debt, Fund Billing, Fund Collections, Fund Credits, Payroll, Indigents, Savings, Releases, Bank Deposits, Debt Write-Offs,

Reconciliation, Commissary Receipts, Commissary Housing Totals, Commissary Product Sales, and Check Register.

4.Examples of the above listed reports must be included in an Appendix to the Proposal.

- a. Allow ad-hoc reports to be run for defined inmate groups based on factors including housing assignment, gender, age, debt, or current balance without programming a reporting tool.
- b. Include user-customizable report footer information.
- c. Include user-customizable report header image for facility logo.
- d. Provide for automatic debt write-off after inmate release based on the number of days the inmate has been gone from the facility.
- e. Support SQL server.
- f. Allow credit card transactions to be executed in the software using encrypted magnetic stripe readers without logging into an external system or web site.
- g. Prevent users from modifying a financial transaction that has been committed.
- h. Allow reports to be generated based on user and transaction types
- i. Allow user groups to be established that limit access to program features.
- j. Must be compliant with all requirements of the Alabama Department of Examiners of Public Accounts for accounting and auditing requirements. Vendor agrees to incur all expenses by providing required documentation to comply with the Alabama Department of Public Accounts requests.

5. Commissary Inventory Management Requirements

At a minimum, the Vendor provided Commissary Inventory Management System must:

- a. Have a capability to print inmate receipts to be included with the inmate's order which include the following minimum information: Inmate ID, Name, Facility Name, Housing Location, Balance Prior and After the Order. For each product ordered, the receipt must show: Product Order Code, Product Description, Quantity Ordered, and Unit Price.
- b. Allow commissary purchase restrictions based on balance, housing location, product groups, and individual product purchasing patterns.

- c. Allow dietary, religious, gender, age, indigent, debt, day-of-week, or behavioral restrictions on commissary purchases.
- d. Printing commissary menu must have multilingual capabilities to accommodate multiple languages.
- e. Enable no-touch posting of commissary orders at a specified time and day.
- f. Allow entering a weekly message to be printed on all commissary receipts for distribution to the inmates.
- g. Allow searching and reprinting of a single commissary order receipt.

6. Release Debit Cards Requirements

- a. Trust Accounting System must have the capability to directly release an inmate's funds onto a debit card with minimal effort.
 - 1. The system must have the capability to swipe a debit card at release using vendor provided encrypted magnetic stripe readers and automatically load the debit card with the inmate's balance at release. Redundant data entry including debit card numbers, transaction amounts, or separate login for releases is unacceptable. At no time should encrypted credit card numbers be transmitted or stored on the Facility/Vendor Network.
- b. Debit cards should not require additional action by the inmate to activate the card.
- c. The Trust Accounting System must automatically create ACH entries for monthly bank reconciliation based on withdrawals from each facility's bank account required to fund the release debit cards.

7. Lobby Cashier Kiosk Requirements

- a. Vendor must provide bill accepting kiosks for friends and family to place funds on inmate accounts. A Lobby kiosk is currently located in the Docket Lobby.
- b. The kiosk must also allow payments using credit/debit cards.
- c. The kiosk must give a receipt for each transaction. Receipt must not display sensitive inmate information such as social security number or inmate balance.
- d. The kiosk must be capable of allowing bonding directly from the kiosk.
- e. The kiosk must allow searching of inmates by name or inmate ID number.

8. Booking Kiosk Requirements

- a. Vendor must provide cash (bill and coin) accepting kiosks for the booking area. No fees are to be charged for deposits at the booking kiosk.
- b. These kiosks should accept bills and coins and have a small desktop footprint.
- c. The unit should have a drop slot for manually entered items.

9. Web Deposit Requirements

- a. The Trust Accounting System must automatically create ACH entries for monthly bank reconciliation based on deposits to Facility's bank account as a result of inmate deposits.
- b. Option for bonding via the web should also be available.
- c. Option for family and friends to purchase predetermined items and/or packs for inmates must also be available from the website. These items and/or packs will be delivered with regular commissary delivery, distributed by Vendor staff and will be paid at the regular commissary commission rate.
- d. The cost of the items and/or packs purchased on the web must count towards the inmate's \$75 per order limit.

10. Phone Deposit Requirements

- a. The Trust Accounting System must automatically create ACH entries for monthly bank reconciliation based on deposits to Facility's bank account as a result of inmate deposits.
- b. Vendor must provide a toll-free telephone number for friends and family to place funds on inmate accounts utilizing a debit or credit card.
- c. The option to receive a receipt for each transaction must be given. Receipt must not display sensitive inmate information such as social security number or inmate balance.
- d. An automated system or customer service representative must allow searching of inmates by name or inmate ID number.

11. Debt Collection Options

The Trust Accounting System must have options available to automatically collect a percentage of incoming funds to pay for existing inmate obligations.

12. Credit Card Bonding Option

- a. A system must provide the capability for inmates to satisfy bonds with credit/debit cards.
- b. The proposed process must allow access to inmate credit/debit cards that have previously been placed in property at time of booking.
- c. The bonding system must aggregate the payments for various bonding agencies into a single payment with an accompanying report that details the individual payments.

13. Investigative Tool Requirements

The Vendor shall provide information, such as evidence, records, written statements, or other documentation as requested by BCSO investigators in a timely manner. Investigative tools will include but not be limited to:

- a. A graphical tool for displaying relationships between inmates and friends/family for both deposits and email.
- b. Allow searching of email by inmate and keyword.
- c. Investigative tools must be web based.
- d. Keyword queries

14. Connectivity Backup and virus protection

- a. Vendor will supply internet access for the commissary network.
- b. Vendor will submit a plan for the backup and restoration of data in the case of a hardware failure. The vendor must also provide information regarding the initial and ongoing virus protection.

15. Infrastructure

The Sheriff Office requests vendors to propose commissions on both options listed below:

Option A – Vendor will assume sole responsibility to provide any and all equipment required to provide the commissary services including, but not limited to backbone infrastructure (fiber), switches, CAT6, dorm kiosks, public kiosks, booking kiosk, computers, printers (MCR and receipt), software, etc.

Option B – The Sheriff's Office will provide the backbone (fiber) infrastructure, and the vendor will assume responsibility for all wiring and equipment from the termination points of the backbone to the vendor's equipment which may include but

is not limited to switches, CAT6, dorm kiosks, public kiosks, booking kiosk, computers, printers (MCR and receipt), software, etc.

A map of connected devices to the vendor's switch should be always readily available to the BCSO Information Technology Division and the Baldwin County Computer Information Systems Division in the event of backbone infrastructure maintenance.

All software and hardware must be maintained by the Contractor at the Contractor's expense, to include inmate damaged hardware. No maintenance shall be required of the BCSO Information Technology Division or the Baldwin County Computer Information Systems Division.

16. Proposed Commissary Operating Plan

The vendor will provide the following information regarding proposed commissary services:

- a. Location of the service center which will supply the Baldwin County Corrections Center
- b. Overview of the operating plan to include service levels, delivery of products, and backup operating plan. Orders will be placed twice per week.
- c. Packaging procedures to include order filling procedures
- d. Order delivery procedures (vendor employees)
- e. Plan to address inmate complaints
- f. Company Drug Screening Policy. The successful vendor will conduct pre-employment and random drug screening. All costs of drug screening shall be paid by the Contractor.
- g. Background Check Information
- h. On-site company representative weekdays during normal business hours.
- i. Contractor's employees will be subject to background investigation, security check, and fingerprint check conducted by the Sheriff's Office, as is normally required for Baldwin County Corrections Center employees.

Sheriff reserves the right to deny any Contractor's employees access to the facility that do not meet the established security clearances or Baldwin County Corrections Center established rules and regulations. Final selection of all Contractor employees at the Baldwin County Corrections Center shall be at the approval of the Commander or Deputy Commander.

Continued employment of staff and employees shall be subject to the approval by the Sheriff. The Sheriff reserves the right to search any person, property or article entering or leaving Baldwin County Corrections Center.

The vendor shall detail the hiring process it utilizes and the method to provide information regarding the previous work history of prospective employees.

17. Additional Services

The vendor will provide the highlights of additional services or offerings available from the vendor which will benefit the Baldwin County Corrections Center. The vendor will describe the services and the benefits that will be derived from implementing the proposed services.

The vendor will only submit services and software products that are currently available and in use at another correctional facility. The vendor will include any costs associated with the additional hardware or services.

18. Financial Offering:

The vendor will include all financial offers in response to the RFP / ITB. The following information will be provided as a minimum:

- a. The vendor will list all fees charged by inmates or their family/friends including, but not limited to: Web deposit fees, commissary price list, etc.
- b. Details of billing and payment arrangements
- c. Commission rate to be paid and how the amount commissions are paid will be calculated
- d. Sample Monthly Commission Statement
- e. Projected Revenue for Baldwin County Corrections Center
- f. List of vendors provided supplies

19. Proposed Service Rates and Commissions

Category	Value Range	Fee	Commission
Kiosk Deposits			
Web Deposits			
Commissary Sales			
Web Sales			

COVER SHEET

Vendor:

Contact Person

Name and Title:

Address:

Phone: _____ Fax: _____

E-mail: _____

Type of entity:

(e.g., corporation, sole-proprietorship, non-profit organization, public agency, etc.)

Federal Tax ID: -

Printed name of Authorized representative

Signature of Authorized Representative

Date

BALDWIN COUNTY SHERIFF'S OFFICE

Request For Proposal

Provision of Commissary Services for Inmates

FINANCIAL OFFERING



POINT OF CONTACT

REBECCA WALKER

REBECCA.WALKER@KIMBLESFOOD.COM

762-323-9410

Kimble's is proposing two financial options to the Sheriff's Office as listed below. All fees charged to inmates or their family/friends are listed below. Kimble's will provide all necessary hardware and software in order to provide the Facility with a complete commissary solution as detailed throughout the proposal and below. Additionally, Kimble's will supply the Facility with all necessary POS and Lobby Kiosk receipt paper as required throughout the life of the contract. Projected revenues are based upon \$948,696.16 in annual net sales and 550 average daily population.

Financial Offering

All commissions are based on net sales; net sales being defined as gross sales less applicable sales tax and postal items. Commission Payment will be made on the following month and will include a detailed financial report supporting the revenue paid. All financial offerings assume existing conduit may be used to run new fiber Kimble's will install if Options A is chosen.

Option A – Vendor will assume sole responsibility to provide any and all equipment required to provide the commissary services including, but not limited to backbone infrastructure (fiber), switches, CAT6, dorm kiosks, public kiosks, booking kiosk, computers, printers (MCR and receipt), software, etc.

Commission Rate (commissary, web sales, snackpacks) **44%**

Option B -The Sheriff's Office will provide the backbone (fiber) infrastructure and the vendor will assume responsibility for all wiring and equipment from the termination points of the backbone to the vendor's equipment which may include but is not limited to switches, CAT6, dorm kiosks, public kiosks, booking kiosk, computers, printers (MCR and receipt), software, etc.

Commission Rate (commissary, web sales, snackpacks) **45%**

ALL SOFTWARE AND HARDWARE WILL BE MAINTAINED BY KIMBLE'S AT OUR EXPENSE, TO INCLUDE INMATE DAMAGED HARDWARE. NO MAINTENANCE SHALL BE REQUIRED OF THE BCSO INFORMATION TECHNOLOGY DIVISION OR THE BALDWIN COUNTY COMPUTER INFORMATION SYSTEMS DIVISION.

Projected Revenues

The following projected revenues are based off of information contained within the RFP documents. This includes an estimated gross annual sales of \$948,696.16 net sales and an average daily population of 550 inmates. Also, included in this projection is actual data from our existing customers. Average customer sales of snackpacks, were calculated and then applied to Baldwin County's specific available data. While calculated on real data, experience, and RFP documentation ultimately these are projections. Actual revenues may be lower or higher based on actual Facility sales and inmate populations.

	<u>Option A – 44%</u>	<u>Option B – 45%</u>
Regular Commissary	\$417,426.31	\$426,913.27
CarePacks	\$8,348.53	\$8,538.27
SnackPacks	\$20,871.32	\$21,345.66
Total Projected Revenue	<u>\$446,646.16</u>	<u>\$456,797.20</u>

Charges/Fees

Fee Type	Amount
Lobby Kiosk – Cash	\$3.00
Lobby Kiosk – Credit	10% w/minimum of \$3.25
Booking Kiosk – Cash	No Charge
Booking Kiosk – Credit	Swipe at booking is done from booking computer &

	costs 10% with minimum of \$3.25
Facility entered manual deposits (example: check, money order)	No Charge
Online – Credit	10% w/minimum of \$3.25
Phone time transfer	\$0.50 regardless of amount transferred
Inmate credit card at booking (so inmates can fund their account w/their own credit card)	10% w/minimum of \$3.25
Inmate Carepack Processing/Handling Fee	\$4.95 per order regardless of order amount

Cardholder Fees for Release Debit Card

Activation Fee/First Load Fee (load Fee)	NA
Inactivity Fee	NA
Grace Period/Days of Inactivity	30
Monthly Account Maintenance (every 30 days)	\$7.95
Paper Statement	\$0.00
Online Statement	\$0.00
	\$9.95 (NO charge if card not used and requested within 30 day grace period)
Card Balance Refund Fee - Paper Check	
Spending and Getting Cash Fees	
PIN POS Purchase	No Fee
PIN POS Purchase - International	No Fee
POS Signature	No Fee
POS Signature - International	No Fee
Decline of Transaction - Invalid PIN	\$0.00
Decline of Transaction - NSF	\$0.00
Decline of Transaction - Intl' Invalid PIN	\$0.00

Decline of Transaction - Intl' NSF	\$0.00
ATM - Out of Network	\$2.95
ATM-International	\$4.95
ATM-Balance Inquiry	\$1.50
ATM-Balance Inquiry International	\$1.95
Declined ATM Transaction - Invalid PIN	\$0.00
Declined ATM Transaction - NSF	\$1.50
Cash Back at POS	No Fee
Card to Bank Funds Sharing	No Fee
Transfer funds from card to personal bank account	No Fee
Bank Over the Counter Withdrawal (Cash Advance)	No Fee
Foreign Transaction Fee	3%
Customer Service	
Automated Customer Service (VRU) - Cost per call	No Fee
Live Customer Service - Cost per call	No Fee

Billing and Payment Arrangements

Baldwin County has options when it comes to billing and payments. Our TEAM system allows for monthly billing rather than weekly billing. Additionally, we now have the capability to accept ACH payments for commissary invoices, or the County can choose to pay with a check written from the Team 3 software. Commissions are remitted back to the County on a monthly basis. Team 3 contains reporting to support both invoicing and commissions. Kimble's ensures a streamlined and transparent billing process for the facility, with invoices issued monthly. Depending on the services provided, the facility may receive one or two invoices:

1. **Standard Invoice** - Covers commissary and communications.
2. **Indigent Invoice** - Issued if the facility offers indigent items.

Our system collects sales through vendors, providing full auditability at any point. Sales collected are processed in real time, splitting them according to the facility's commission rate. The commission is allocated to the jail's "Owed to County" fund, while funds for paying invoices are managed in the "Owed to Turnkey" fund. These funds are debited when the facility makes payments via ACH or when the facility remits payment via check.

Each month, we thoroughly verify all invoices, ensuring that the system vendor balances to \$0. This process helps detect any backdated transactions, as they would cause the vendor's balance to go negative, triggering an immediate red flag and allowing us to quickly identify when the issue occurred.

The facility will receive a detailed invoice, including all splits, charges, and a commission summary report, accessible within the software for complete transparency and ease of review.

Commission payments are remitted to the County on a monthly basis, with two options for payment delivery:

1. **Check Payment:** If the County opts to receive commission payments via check from Kimble's, the checks are typically mailed by the 15th of the following month.
2. **ACH Payment:** For faster processing, the County can choose to either auto-ACH or self-initiate ACH payments. This allows the County to generate their commission payment directly from the Team software as soon as the ACH has cleared.

Many of our clients prefer the ACH option, as it expedites the commission payment process and eliminates delays and potential fraud risks associated with mailing checks. This approach ensures faster, more secure payment handling for the County.

All commissions are based on net sales; net sales being defined as gross sales less applicable sales tax and postal items. Commission Payment will be made on the following month and will include a detailed financial report supporting the revenue paid.

Commissions remitted back to the County represent the County's commission rate of commissionable sales for that period based on the definition above.

Summary of Offering

Kimble's is proposing a complete and comprehensive commissary solution to the Baldwin County Sheriff's Office Jail. We feel confident that Kimble's technology, software, service, and system capabilities are a perfect fit for the Facility. As the fastest growing commissary provider in the Southeast we understand the importance of maintaining close, long-lasting relationships with our client agencies. We employ professionals with over 250 years of law enforcement experience collectively and others with decades of accounting experience. Since its inception in 1997 Kimble's has always kept superior service and cutting edge technology at the forefront of everything we do.

Following is a summary of the complete commissary system components, features, and services Kimble's is proposing to the Baldwin County Sheriff's Office.

- (2) Two JailATM Lobby Kiosks capable of accepting cash, credit/debit cards. This unit is fully integrated with the Trust Fund Management System, simple to use and requires no assistance or information be provided by facility staff. A receipt is automatically generated for each transaction. Kimble's associates will be

responsible for clearing cash money from the lobby kiosks at each facility. Credit/Debit card payments will be ACH'd into the appropriate Facility bank account. **Funds are immediately available to the inmate. There is no waiting period.**

- (1) One JailATM Booking Manager Kiosk capable of taking bills, bulk coins, credit/debit cards. This unit is compact in size and will interface with an existing computer in the booking area. There is no charge to the inmate for use of the booking kiosk.
- Debit-based calling- delivers increases in inmate phone commissions, lowers fees to friends and family, and eliminates the need to sell phone cards. Inmate is charged \$0.50 per transfer regardless of amount transferred.
- Integration with inmate telephone provider, at no cost for commissary by phone. Inmates can place orders, check account balances, and move funds from the trust fund account to their phone account.
- Integration with Jail Management System. Kimble's will interface with the Sheriff's Office JMS, Southern Software at no cost to the Facility.
- On-site Staff for fiduciary functions as required by the County, order distribution, equipment troubleshooting and repair, act as a liaison between Kimble's and staff, and additional commissary functions as assigned by the facility.
- Full P.C.I. compliance - ensuring secure transactions protecting Kimbles, Baldwin County and card holders against fraud and theft of credit card information.
- Secure Web Deposits - Credit/Debit card payments will be ACH'd into the appropriate Facility bank account.
- Full feature commissary and trust fund management software package – "TEAM"
- All necessary hardware to perform commissary solution including, but not limited to lobby and booking kiosks, computers, check/report printers, pos printers, cardswipes/scanners, etc.
- Receipt paper – for lobby kiosk and POS printers
- Free Inmate Release Debit Cards

- Free hardware repair, replacement and upgrades
- Inmate Care Packs for sale to friends and family for delivery to the inmate (all items are approved by the facility. Commission is paid to the facility on these sales)
- Optional Snackpacks for sale to inmates in addition to weekly commissary delivery. Snackpacks are kept on-site, distributed by Kimble's staff and paid at the same commission rate as regular commissary and carepacks.
- Twice weekly order processing and delivery to the Facility on a Kimble's truck by a Kimble's employee.
- Free unlimited training and technical support at no cost
- Onsite accounting and audit assistance at no cost
- Customizable Commissary Menu allowing the Facility to choose from over 700 in-stock commissary items ranging from snacks to hygiene essentials
- Alabama Sheriff's Youth Ranch Donations- Each quarter Kimble's will continue to donate 1% of total commissionable commissary sales to the ranches in the name of the Baldwin County Sheriff. To date, Baldwin County Sheriff's Office has donated over \$24,000 to the AL Sheriff's Association Youth Ranches through this program.