

INMATE COMMUNICATIONS

Led by the **State of Nevada**

Master Agreement #: 99SWC-NV22-13386

Contractor: Keefe Commissary Network, LLC

Participating Entity: **STATE OF [ALABAMA]**

This Participating Addendum is entered into by Contractor and Participating Entity (collectively, the "Parties").

Scope and Participation:

1. Scope:

- ☐ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above.
- ☒ This Participating Addendum includes the entire scope of the products and services available through the Master Agreement referenced above, except the following:
 - *Inmate Kiosks and Tablets*
 - *Inmate Phones*

Any scope exclusions specified herein apply only to this Participating Addendum and shall not amend or affect other participating addendums or the Master Agreement itself.

2. Participation: This Participating Addendum covers participation of Participating Entity in the above-referenced Master Agreement between the State of **[Alabama]** and Contractor for Inmate Communications. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Term:

☒ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

☐ This Participating Addendum shall become effective as of the date of the last signature below and shall terminate on [date], unless terminated sooner or otherwise amended in accordance with the terms set forth herein. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

4. Primary Contacts: The following (or their named successors) are the primary contact individuals for this Participating Addendum:

PARTICIPATING ADDENDUM**INMATE COMMUNICATIONS**Led by the **State of Nevada****CONTRACTOR:**

Name:	Keefe Commissary Network, LLC
Address:	10880 Lin Page Place St. Louis, MO 63132
Telephone:	775-250-2288
Contact:	Dennis Dempsey, Regional VP
Email:	ddempsey@keefegroup.com

PARTICIPATING ENTITY:

Name:	Maria Smith, Senior Buyer
Address:	100 North Union Street, Suite 192 Montgomery, AL 36104
Telephone:	334-242-4201
Email:	maria.smith@purchasing.alabama.gov
Name:	Maria Smith, Senior Buyer

Participating Entity Modifications and Additions to the Master Agreement

- ☐ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor.
- ☒ This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

See Attachments A (Terms and Conditions) & B (Alabama Department of Corrections requirements)

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

5. ***“Reserved”***.

6. Subcontractors: All contractors, dealers, and resellers authorized to provide sales and service support in Participating Entity’s state, as shown on Contractor’s NASPO ValuePoint-specific webpage, may provide sales and service support to users of this Participating Addendum. Participation of Contractor’s contractors, dealers, and resellers will be in accordance with the terms and conditions set forth in the Master Agreement.
7. Orders: Any order placed by Participating Entity or a Purchasing Entity for a product or service offered through this Participating Addendum shall be deemed to be a sale under,

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and subject to the pricing and other terms and conditions of, the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to the order.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY

CONTRACTOR

Signature:	Signature: 
Name:	Name: Dennis Dempsey
Title:	Title: Regional Vice President
Date:	Date: 6-19-2024

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

Attachment A

Contract period:

Establish an 18-month contract for Alabama Department of Corrections with an option to extend for a third, fourth, & fifth 12-month period, with the same pricing, terms and conditions, or until the current NASPO Master Agreement expires, whichever comes first. The third, fourth, fifth 12-month period, if agreed by both parties, would begin the day after the second, third, or fourth 12-month period expires. Any successive extension must have written approval of both the state and supplier no later than 30 days prior to expiration of the previous 12-month period. In no event shall the term of this contract extend beyond the then current term (or renewal term) of the NASPO ValuePoint Master Agreement 99SWC-NV22-13386 as amended.

Choice of Law, Venue:

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This Participating Addendum and all agreements relating to purchases or leases resulting therefrom will be governed by the laws of the State of Alabama and the sole venue for litigation will be the Circuit Court of Montgomery County, Alabama. No other court shall have jurisdiction.

Immigration:

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Open Trade/No Boycott:

For the term of this contract, Contractor represents that it is not currently engaged in, and agrees not to engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this State can enjoy open trade.

Dispute Resolution:

In the event of any dispute between the parties arising from this Participating Addendum and any agreement relating to purchases or leases resulting therefrom, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, contractor's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar Association.

Conflict of Law:

If any provision of this Participating Addendum shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then that conflicting provision in the Participating Addendum shall be deemed null and void.

Compliance with Ala. Act No. 2023-409.

In compliance with Ala. Act No. 2023-409, by signing this contract, Supplier provides written verification that Supplier, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act. Under Section 2 of the Act, the written verification may be waived if the contracting governmental entity determines based on cost and quality factors that such a waiver is clearly in the best interest of the public.

No Indemnification:

Contractor acknowledges and agrees that, under the terms of this Participating Addendum and agreements relating to purchases or leases resulting therefrom, the State is prohibited from indemnifying the Contractor. The State does not agree to and will not indemnify the Contractor for any reason.

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Assignment:

Contractor acknowledges and agrees that Alabama Code Section 41-16-29 prohibits assignment of contracts without the written consent of the State and the requisitioning agency.

Not to Constitute a Debt to the State:

The terms and commitments contained in this master agreement shall not constitute a debt to the State of Alabama, in the incurring of which is prohibited by Section 213 of the Office Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Disclosure Statement:

Section 41-16-82, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. In circumstances where a contract is awarded by competitive bid, the disclosure statement shall be required only from the person receiving the contract and shall be submitted within ten (10) days of the award.

Electronic Payments:

Vendors must accept multiple forms of electronic payment at no additional cost to the State. Payment forms include but are not limited to state issued credit cards, P-cards, EFT or other forms of electronic payment.

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office per the Code of Alabama, Section 41-16-3 and as established by the Secretary of the Treasury under the authority of 26 U.S.C. §6621.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

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Attachment B

**Alabama Department of Corrections (ADOC)
Inmate Deposits and Payments**

Keefe Commissary Network (hereinafter "Contractor") agrees to provide the Alabama Department of Corrections with the following products and related services offered under Contractor's Amendment #1 to NASPO Value Point Master agreement 998WC-NV22-13386, Solicitation 99SWC-S1154.

1. AUTOMATED INMATE DEPOSITORY PROGRAM SERVICES

Contractor agrees to provide an Automated Inmate Depository Program that allows relatives and friends of ADOC inmates to send money electronically to inmates' trust fund (ITF) accounts at the proposed rates shown below. Contractor also agrees to rebate \$1.00 per transactions for Web and Phone, \$0.50 per transaction for Walk-In and \$0.00 for Lockbox transactions, which include money orders, government checks and cashier's checks, to the ADOC and to remit the rebates monthly to the ADOC Accounting Division in Montgomery, Alabama.

RATE SCHEDULE				
RANGE	INTERNET	PHONE	WALK-IN	Lockbox Services
\$0.01 - \$25.00	\$2.95	\$3.95	\$3.95	\$0.00
\$25.01 - \$100.00	\$5.95	\$6.95	\$3.95	\$0.00
\$100.01 - \$200.00	\$5.95	\$7.95	\$3.95	\$0.00
\$200.01 - \$300.00	\$5.95	\$7.95	\$3.95	\$0.00
\$300.01 - \$900.00	\$7.95	\$9.95	\$3.95	\$0.00

2. AUTOMATED INMATE RELEASE DEBIT CARD SERVICES

Contractor agrees to provide the ADOC with an Automated Inmate Release Debit Card System for the issuance of inmate funds. The Contractor agrees that the system shall give the ADOC the ability to issue a prepaid card instead of a check or cash to inmates being paroled or otherwise discharged. Contractor further agrees that the ADOC shall incur **no cost** for issuance of the release debit cards. The ADOC requires the Contractor to provide the following products and services...

		Cost To ADOC
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	Inmate Release Debit Cards – Products and Services	
1.	Contractor shall furnish an Automated Inmate Release Debit Card System to the ADOC.	No Cost
2.	Contractor shall furnish blank debit card stock to each facility. Each card should be secured in a sealed carrier and each carrier should show an account number unique to the card so as to allow selected ADOC staff members, using a secured website, to assign, activate and designate the amount of funds to be issued to the inmate without exposing the actual card number to the staff member.	No Cost
3.	Contractor shall allow a card to be loaded from two ADOC accounts, the Inmate Trust Fund (ITF) and the Inmate Contingency Fund (ICF).	No Cost
4.	The Contractor shall draft ADOC's bank accounts daily for the amounts designated.	No Cost
5.	Contractor shall allow cards to be loaded with amounts from \$.01 to a maximum amount established by the ADOC.	No Cost
6.	Cards provided by the Contractor must require the use of a PIN number selected by the inmate.	No Cost
7.	Contractor shall provide a means for inmates to be able to access their account information and make withdrawals immediately through a network of ATMs.	No Cost
8.	Contractor shall allow the first two (2) card transactions (purchases or withdrawals) to be processed free of charge to the inmate. Any additional charges for use of the card beyond the two (2) free transactions shall be disclosed to and paid by the inmate.	No Cost
9.	Contractor shall allow the ADOC to load funds twice on an inmate release debit card, once when the card is issued and again within ninety (90) days after the inmate has been released.	No Cost
10.	Contractor shall make reports available online to the ADOC staff in both PDF and Excel formats. These reports must include debit card activations by inmate name, inmate AIS (Alabama Inmate Serial number), by date, by facility and detail the transfer of funds to the Contractor from the ADOC.	No Cost
11.	Contractor shall provide simple, easy to understand instructions to inmates on card usage, applicable charges and how to handle lost or stolen cards along with the Contractor's toll-free contact number for problem resolution.	No Cost
12.	Contractor shall allow the ADOC to create and manage specific user roles and privileges related to the Automated Inmate Release Debit Card System.	No Cost

3. AUTOMATED WORK RELEASE DEBIT CARD SERVICES

Contractor agrees to provide the ADOC with an Automated Work Release Debit Card system for the issuance of inmate funds to work release inmates. Contractor agrees that the system provided

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by the Contractor shall give the ADOC the ability to issue a prepaid debit card instead of cash to inmates who are participating in work release or work center programs. Contractor further agrees that the ADOC shall incur **no cost** for issuance of the work release debit cards. The ADOC requires the Contractor to provide the following products and services...

	Work Release Debit Cards - Products and Services	Cost to ADOC
1.	Contractor shall furnish blank debit card stock to each work release facility that can be activated by a secured website that will allow selected ADOC staff members to assign, activate and designate the amount of funds to be issued to a work release inmate. The card's design must be such that it can be easily differentiated from the release debit cards furnished to inmates upon discharge.	No Cost
2.	Contractor shall draft ADOC's bank accounts for the amounts designated.	No Cost
3.	Contractor shall allow cards to be loaded with amounts from \$5.00 to a maximum amount established by the ADOC.	No Cost
4.	Contractor shall allow inmates to be able to access their account information and make withdrawals immediately through a network of Automated Teller Machines.	No Cost
5.	Cards provided by the Contractor shall require the use of a PIN number selected by the inmate.	No Cost
6.	Contractor shall make reports available online to the ADOC staff in both PDF and Excel formats. These reports must include debit card activations by inmate name and AIS number, by date, by facility and detail the transfer of funds to the Contractor from the ADOC, and the current balance remaining on the card.	No Cost
7.	Contractor shall provide the ADOC access to a daily file of all the previous day's activity. This file shall contain the inmate's name, AIS (Alabama Inmate Serial number), facility, transaction details, and current balance on the debit card.	No Cost
8.	Contractor shall allow the ADOC to remove funds from accounts.	No Cost
9.	In the event a card is lost or stolen, ADOC staff shall have the ability to cancel a card and transfer the balance to a new card.	No Cost
10.	Cards supplied by the Contractor shall have the following features at no cost to the inmates: (1) no charges for point-of-sale transactions, (2) no charges for denied transactions or inactivity and (3) any additional charges for use of the card must be approved by the ADOC, disclosed to and paid by the inmate.	No Cost
11.	Contractor shall allow the ADOC to create and manage specific user roles and privileges.	No Cost
12.	Contractor shall provide each work release facility with a printer, and necessary supplies, that will allow business office staff to print an inmate's photo on a work	

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	release debit card. The Contractor must also provide ink for the printers throughout the life of the contract as well as replacement printers.	No Cost
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