

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

**NOTICE OF CONTRACT AWARD**

Keefe Commissary Network, LLC	DATE ISSUED:	March 13, 2019
10880 Lin Page Place	CURRENT REFERENCE NO:	19-197-R
St. Louis, MO 63132	CONTRACT TITLE:	Commissary Services

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 19-137-R, including any attachments or amendments thereto.

**EFFECTIVE DATE:** March 13, 2019

**EXPIRES:** December 31, 2019

**RENEWALS:** Two (2) twelve-month renewal options from January 1, 2020 to December 31, 2022.

**COMMODITY CODE(S):** 68073

**LIVING WAGE:** N

**ATTACHMENTS:**

AGREEMENT No. 19-197-R

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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<b><u>VENDOR CONTACT:</u></b> John Puricelli	<b><u>VENDOR TEL. NO.:</u></b>	<u>(314) 919-4124</u>
<b><u>EMAIL ADDRESS:</u></b> <a href="mailto:jpuricelli@keefegroup.com">jpuricelli@keefegroup.com</a>		
<b><u>COUNTY CONTACT:</u></b> Javier Iturralde, Public Safety	<b><u>COUNTY TEL. NO.:</u></b>	<u>(703) 228-0709</u>
<b><u>COUNTY CONTACT EMAIL:</u></b> <a href="mailto:jiturralde@arlingtonva.us">jiturralde@arlingtonva.us</a>		

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
SUITE 500, 2100 CLARENDON BOULEVARD  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 19-197-R**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Keefe Commissary Network, LLC, ("Contractor"), a Limited Liability Company with a place of business at 10880 Lin Page Place, St. Louis, MO 63132 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration and quantity(ies) specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A, Frederick County, Maryland Contract No. 17-288 with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Frederick County, Maryland and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Frederick County, Maryland, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase Frederick County, Maryland wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods for the County ("Work") shall commence on the date of execution of this Agreement by the County and shall be completed no later than December 31, 2019 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents.

Upon satisfactory performance by the Contractor, if Frederick County, Maryland renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract unit prices for not more than two additional twelve (12) month periods from January 1, 2020 to December 31, 2022 ("Subsequent Contract Term"). However, if Frederick County, Maryland does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the Frederick County, Maryland contract expiration date.

**3. CONTRACT PRICING**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, at the unit prices set forth in Exhibit A for Work provided by the Contractor, as described and required in the Contract Documents, and accepted by the County.

**4. PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor, and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

**5. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to provide inmate commissary services for Arlington County Detention Facility.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

**6. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

**7. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

**8. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.



**9. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**10. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**11. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the

Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

**12. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**13. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including, but not limited to, reasonable attorneys' fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County, and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

**14. RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

**15. DISPUTE RESOLUTION**



All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for breach of contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claim shall state the facts surrounding it in sufficient detail to identify it, together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution, which is incorporated herein by this reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending any decision of the Project Officer, County Manager, County Board, or a court of law.

**16. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**17. FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

**18. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**Contact Information for the Contractor:**

KEEFE COMMISSARY NETWORK LLC  
10888 LIN PASE PLACE  
ST. LOUIS, MO 63102  
ATTN: EXECUTIVE VP

**Contact Information for Arlington County  
Sheriff's Office:**

Arlington County Police Department  
Javier Iturralde, Public Safety Procurement Specialist  
1425 N. Courthouse Road, 7<sup>th</sup> Floor  
Arlington, Virginia 22201

AND

**Contact Information for Arlington County  
(Legal Authorization):**  
Office of the Purchasing Agent  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Attn: Cynthia Davis, Procurement Officer  
Email: cdavis@arlingtonva.us

**19. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

**20. INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage types and minimum amounts below prior to the start of any Work under this Contract and upon any contract extension.

Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as additional insureds on all policies, except Workers Compensation, Auto, and Professional Liability. A copy of the Additional Insured endorsement, or an “Acord” certificate with the additional insured endorsement box checked for all policies that include an additional insured endorsement, must be provided by the Contractor to the County Purchasing Agent prior to the execution of this Contract and any Contract extension. Failure to provide such documentation shall result in cancellation of the award or of the Contract.

The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of “A-” or better and a financial size of “Class VII” or better in the latest edition of the A.M. Best Co. Insurance Guides, and acceptable to the County.

**21. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AUTHORIZED  
SIGNATURE: Cynthia Davis

NAME: CYNTHIA DAVIS  
TITLE: PROCUREMENT OFFICER

DATE: March 13, 2019

KEEFE COMMISSARY NETWORK, LLC

AUTHORIZED  
SIGNATURE: John Puricelli

NAME AND  
TITLE: John Puricelli, Executive Vice President

DATE: 2/5/19



FREDERICK COUNTY, MARYLAND

CONTRACT SERVICES AGREEMENT NO. 17-288 FOR

COMMISSARY AND INMATE TRUST FUND ACCOUNTING SERVICES

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Frederick County, Maryland, a body corporate and politic of the State of Maryland, (herein "County") and Keefe Commissary Network, LLC (herein "Contractor"). (The term Contractor includes professionals performing in a consulting capacity.) The parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the County entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contractor's Proposal. The Scope of Service shall include the Contractor's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the County and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless County against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against County hereunder.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the County of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, Plan, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by County, except such losses or damages as may be caused by County's sole negligence.

1.7 **Further Responsibilities of Parties.** Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 **Additional Services.** County shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement.

1.9 **Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## 2.0 COMPENSATION

2.1 **Contract Sum.** For the services rendered pursuant to this Agreement, the Contractor/County shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of 39% of net sales (herein "Contract Sum"), except as provided in Section 1.8. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the County; Contractor shall not be entitled to any additional compensation for attending said meetings. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation therefore, and the provisions of Section 1.8 shall not be applicable for such services.

2.2 **Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the County in the form approved by the County's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, County shall pay Contractor for all expenses stated thereon which are approved by County pursuant to this Agreement no later than the last working day of the month.

## 3.0 PERFORMANCE SCHEDULE

3.1 **Time of Essence.** Time is of the essence in the performance of this Agreement.

3.2 **Schedule of Performance.** Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but not exceeding one hundred eighty (180) days cumulatively.

3.3 **Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the County, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the



enforced delay when and if in the judgment of the Contract Officer such delay is justified. In no event shall Contractor be entitled to recover damages against the County for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 **Term.** Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect for an initial period of one (1) year after approval and proper execution of the contract documents, with a renewal option for four (4) additional years in one (1) year increments under the same terms and conditions, exercisable at the sole discretion of the County. The successful Contractor will be notified no later than sixty (60) days prior to the end of the contract term if the contract is to be renewed as provided in the Schedule of Performance (Exhibit "D").

#### 4.0 COORDINATION OF WORK

4.1 **Representative of Contractor.** The following principal(s) of Contractor are hereby designated as being the principal(s) and representative(s) of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jeffrey Harris, Group Vice President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal(s) were a substantial inducement for County to enter into this Agreement. Therefore, the foregoing principal(s) shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principal(s) may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of County.

4.2 **Contract Officer.** The Contract Officer shall be such person as may be designated by the Director of Procurement and Contracting of Frederick County. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by County to the Contract Officer. Unless otherwise specified herein, any approval of County required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the County required hereunder to carry out the terms of this Agreement.

4.3 **Prohibition Against Subcontracting or Assignment.** The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the County to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the County. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of County. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of County.

4.4 **Independent Contractor.** Neither the County nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. The County shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. The Contractor shall perform all services required herein as an independent Contractor of the County and shall remain at all times as to the County a wholly independent Contractor with only such obligations as are consistent with that role. The Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the County. The County shall not in any way or for any purpose become or be deemed to be a partner of the Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with the Contractor.

## 5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1 **Insurance.** The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to County, during the entire term of this Agreement including any extension thereof, the policies of insurance as set forth in Exhibit "E", attached hereto and incorporated by reference.

(a) All of the above policies of insurance required in Exhibit "B" shall be primary insurance. The insurer shall waive all rights of subrogation and contribution it may have against the County, its officers, employees and agents, and their respective insurers. In the event any of said policies of insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the County with Certificates of Insurance, endorsements or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance, endorsements, or binders are approved by the County.

(b) The Contractor agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

(c) In the event the Contractor subcontracts any portion of the work in compliance with Section 4.3 of this Agreement the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section.

5.2 **Indemnification.** The Contractor agrees to indemnify the County, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the acts or omissions of Contractor hereunder, or arising from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the County, its officers, agents or employees, who are directly responsible to the County, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the County, its officers, agents or employees resulting from any of the above claims or liabilities subject to Contractor's indemnification obligation ; and

(c) In the event the County, its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor arising from the above claims or liabilities subject to Contractor's indemnification obligation, Contractor shall pay to the County, its officers, agents or employees, any and all costs and expenses incurred by the County, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

5.3 ~~**Performance Bond.** Concurrently with execution of this Agreement, Contractor shall deliver to County a performance bond in the sum of the amount of this Agreement, in the form provided by the County, which secures the faithful performance of this Agreement, unless such requirement is waived by the Contract Officer. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.~~



## 6.0 REPORTS AND RECORDS

6.1 **Reports.** Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the County is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 **Records.** The Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of County, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the County shall have access to such records in the event any audit is required.

6.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of County and shall be delivered to County upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by County of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to County of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify County for all damages resulting therefrom.

6.4 **Release of Documents.** The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

## 7.0 ENFORCEMENT OF AGREEMENT

7.1 **Maryland Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of Maryland. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Circuit Court of Frederick County, State of Maryland, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 **Disputes.** In the event of a dispute between the parties to this contract involving \$10,000.00 or more regarding the terms of the contract or performance under the contract, the questions involved in the dispute shall be subject to a determination of questions of fact by an officer or official body of the County selected by the Chief Administrative Officer, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management, of Finance. The decisions of the officer or official body selected by the Chief Administrative Officer to resolve this dispute are subject to review on the record by the Circuit Court of Frederick County.

(a) A dispute between the parties to this contract involving less than \$10,000.00 regarding the terms of the contract or performance under the contract shall be determined by an officer or official body of the County selected by the Chief Administrative Officer, in his sole discretion, who may include but is not limited to any of the Directors of Frederick County Government's Divisions of Public Works, Utilities and Solid Waste Management or Finance. The decision of the officer or official body selected by the Chief Administrative Officer to resolve this dispute shall be final and binding on the parties to the dispute, and conclusive of the issue.

(b) The only parties to any proceeding to determine a dispute shall be the Contractor and the County, unless the Contractor and the County otherwise agree to allow additional parties.

(c) Unless otherwise agreed, the Contractor shall carry on the work and maintain its progress during any dispute proceedings as if no dispute had occurred, and the County shall continue to make payments to the Contractor in accordance with the contract documents for items not subject to the dispute.

(d) Nothing herein shall limit the County's right to terminate this Agreement without cause pursuant to Section 7.8.

**7.3 Retention of Funds.** The Contractor hereby authorizes the County to deduct from any amount payable to the Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the County for any losses, costs, liabilities, or damages suffered by the County, and (ii) all amounts for which the County may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by the Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, the County may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of the County to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect the County as elsewhere provided herein.

**7.4 Waiver.** No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**7.5 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**7.6 Legal Action.** Except with respect to disputes that are subject to Section 7.2 of this Agreement, either party may take such legal action, in law or in equity, to recover damages for any material default in a party's failure to perform this Agreement, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief in the event of a party's failure to perform this Agreement, or to obtain any other remedy consistent with the purposes of this Section.

**7.7 Liquidated Damages.** ~~Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the County the sum of (input LD amount, if any) \_\_\_\_\_ (\$\_\_\_\_\_) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The County may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.~~

**7.8 Termination Prior to Expiration of Term.** This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The County reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. The Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the County need not provide the Contractor with the opportunity to cure pursuant to Section 7.3.

**7.9 Termination for Default of Contractor.** If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, the County may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the County shall use reasonable efforts to mitigate such damages), and the County may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the County as previously stated.



**7.10 Termination for Non-appropriation.** If the County or other funding source fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period or part thereof of this Agreement, this Agreement shall be cancelled automatically as of the beginning of the fiscal year or part thereof for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or the Contractor's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall make a good faith effort to notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period or part thereof beyond the first fiscal year.

## **8.0 COUNTY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**8.1 Non-liability of County Officers and Employees.** No officer or employee of the County shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the County or for any amount, which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

**8.2 Conflict of Interest.** No officer or employee of the County shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**8.3 Covenants Against Discrimination.** The Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

## **9.0 MISCELLANEOUS PROVISIONS**

**9.1 Notice.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally sent by prepaid, first-class mail, sent by facsimile or sent by email as follows:

(a) in the case of the County, to:

Janet Fogle  
Grants Contracts Manager  
Department of Procurement & Contracting  
Winchester Hall  
12 E. Church Street  
Frederick, Maryland 21701  
Office Phone: 301-600-3194  
Email: jfogle1@frederickcountymd.gov

with a copy to:

Captain Tim Selin  
Frederick County Adult Detention Center

7300 Marcie's Choice Lane  
Frederick, Maryland 21704  
Office Phone: 301-600-2550  
Email: [tselin@frederickcountymd.gov](mailto:tselin@frederickcountymd.gov)

(b) in the case of the Contractor, to:

Jeffrey Harris  
Group Vice President  
Keefe Commissary Network, LLC  
301 Mill Road  
Edison, NJ 08837  
[jharris@keefegroup.com](mailto:jharris@keefegroup.com)

Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 **Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.5 **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

*Signatures on next page*

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

SIGNATURE SECTION

COUNTY:

ATTEST:

Frederick County, Maryland  
A body corporate and politic of the State of Maryland

By: *[Signature]*

By: *[Signature]*  
Jan H. Gardner  
County Executive

signed electronically in Infor

CONTRACTOR:

Contractor Legal Name (as it appears on BUSINESS LICENSE)  
Keefe Commissary Network, LLC

Contractor Address: 10880 Lin Page PL, St. Louis, MO 63132

Phone: 314-919-4100

Fax: 314-919-4111

Email: jpuricelli@keefegroup.com

Contractor's Signatory PRINTED NAME: John Puricelli

Title: Executive Vice President, GM

Check one:  Individual  
 Partnership  
 Corporation

By: *[Signature]*  
Signature, Authorized Representative (notarized)

COMPLETED BY NOTARY:

Notary Name: Bonnie S Williams Title: Executive Assistant

Address: 10880 Lin Page PL, St. Louis, MO 63132

State of: Missouri County of: St. Louis

On this date: 16<sup>th</sup>, November 2017 before me, this person: John Puricelli  
DATE PRINT NAME FROM IDENTIFICATION PROVIDED

personally appeared and proved to me on the basis of this satisfactory evidence: \_\_\_\_\_  
TYPE OF IDENTIFICATION PRESENTED

to be the person whose name is subscribed to herein and acknowledged to me that they executed this document in their authorized capacity as signatory for named company. WITNESS my hand and official seal,

Notary Signature: *[Signature]*

Notary Seal:

**BONNIE S. WILLIAMS**  
Notary Public - State of Missouri  
My Commission Expires October 24, 2020  
St. Louis County  
Commission #12409046



## EXHIBIT "A"

### SCOPE OF SERVICES

#### 13.1 GENERAL:

- 13.1.1 FCADC reserves the right to set limits on commissary purchases by inmates.
- 13.1.2 The Contractor shall provide at minimum two (2) onsite staff members to process orders, deliver items and issue credits to the inmate population. Actual Dates, times, and packaging are subject to negotiation, and shall be specified in the final contract.
- 13.1.3 Onsite staff members must have successfully completed a background check by FCADC.
- 13.1.4 Contactor shall deliver to the FCADC and FCWRC at least once a week.
- 13.1.5 The Contractor shall review, compare, balance, and adjust all sales activity no later than 2:00 PM on the next business day immediately following delivery to any facility.
- 13.1.6 Sales tax shall meet all local and state guidelines.
- 13.1.7 The Contractor shall supply to the FCADC all necessary forms, supplies, and equipment to execute this Agreement.
  - 13.1.7.1 **Forms:** The Contractor shall provide to the FCADC all forms that are needed to order Commissary items in the event that the kiosks are not operational. Commissary order form shall have the ability to be scanned when marked with pencil, or ballpoint pen with blue or black ink. Commissary order forms should provide a means of identifying the inmate, the inmate's housing unit, available products, the unit price of each item, and the quantity to be ordered.
  - 13.1.7.2 **Equipment:** The Contractor shall provide, at the Contractor's expense, all equipment that is needed to process commissary orders. This shall include, but not be limited to scanners, modems, telephone lines, kiosks, computer hardware, computer software, etc.
  - 13.1.7.3 **Automated Scanner:** Scanners shall be automated and equipped with form auto-loaders to minimize attendance by staff during the scanning and file transfer process.
  - 13.1.7.4 **Maintenance and Repair:** The Contractor shall provide on-site repair and/or replacement of all equipment supplied by the Contractor under the terms of this agreement. The Contractor shall repair or replace failed equipment within twenty-four (24) hours of notification, but no less than twelve (12) hours prior to the next scheduled commissary order, whichever is later. When equipment fails prior to the completion of a commissary order, that equipment shall be repaired or replaced within twenty-four (24) hours.
- 13.1.8 **Holiday Schedule:** The FCADC observes ten (10) National Holiday each year. Contractor and FCADC shall adjust commissary orders and delivery schedules to accommodate the County holiday schedule. Holiday order and delivery schedules are subject to negotiation, and shall be expressed in the final contract. Holidays observed by County are:
  - 13.1.8.1 New Year's Day;
  - 13.1.8.2 Martin Luther King;
  - 13.1.8.3 Memorial Day;
  - 13.1.8.4 Independence Day;
  - 13.1.8.5 Labor Day;
  - 13.1.8.6 Veterans Day;
  - 13.1.8.7 Thanksgiving/Day after Thanksgiving;
  - 13.1.8.8 Christmas Eve/Christmas Day.

#### 13.2 SPECIAL CONDITIONS:

- 13.2.1 County has the ultimate and ongoing authority and control over the establishment and operation of commissary services to inmates.
- 13.2.2 FCADC has the ultimate and ongoing authority as to the integrity of contract prices for any and all items to be provided to inmates under this contract through commissary services. No price of any item to be provided to inmates under this contract through commissary sales may be set and or changed without the express written approval of the FCADC.
- 13.2.3 The County is not obligated to make any payments to Contractor under this contract for Contractor's Services performed hereunder. However, County shall transmit the inmate's payments to Contractor for commissary services purchased by inmates.

13.3 AUDITS:

- 13.3.1 County, State, or United States Governments may audit the records of the Contractor. Any audit required shall be submitted to the County by the Contractor within such a period of time as may be expressed by applicable State or Federal regulations, policies or contracts, but in no event later than 18 months after the termination date of this contract and at no cost to the County. If such audit(s) show that inmate's payments transmitted by County exceed the allowable costs that have actually been incurred by the Contractor under this contract, the Contractor shall pay the County within thirty (30) days of demand by County any excess amount.
- 13.3.2 Additionally, the County may request an audit at any time at no cost to the County.

13.4 SERVICE:

- 13.4.1 The Contractor shall deliver high quality commissary goods and services to the inmates of at the FCADC and FCWRC. The items shall be approved in advance by the Contractor and the FCADC.
- 13.4.2 Contractor will provide entire electronic commissary program, which includes order processing, delivery and tracking of each individual transaction.
- 13.4.3 Service must be efficient and done in an effective manner to ensure that the security of the FCADC and FCWRC is maintained.
- 13.4.4 The Contractor shall not substitute items ordered by inmates.
- 13.4.5 The Contractor shall maintain sufficient inventory levels at the Contractor's location to limit shortages and/or backorders. The Contractor's qualifications to meet this requirement will be evaluated based on the ability of Contractor to handle the demands of commissary products ordered by inmates.
- 13.4.6 The Contractor shall maintain an average order fill rate of 98% or better. After the initial two-month startup period, failure to maintain a minimum of 98% average fill rate during any six-month period shall be grounds of contract termination. An order fill rate report by date range must be able to be generated by the system.
- 13.4.7 The Contractor shall provide a method of handling damages and refunds efficiently. The Contractor shall issue a refund to the inmate's financial account within forty-eight (48) hours when:
  - 13.4.7.1 An inmate is released from custody prior to receiving the order.
  - 13.4.7.2 An inmate is placed in disciplinary or administrative segregation prior to receiving the order.
  - 13.4.7.3 Commissary items are damaged, opened, or missing prior to items being delivered to the inmate.
- 13.4.8 The Contractor shall provide all consumable supplies required for equipment provided by the Contractor. The Contractor shall make available to the FCADC a sufficient quantity of consumable supplies to ensure uninterrupted operation of Inmate Commissary Services activities.

13.5 ITEMS TO BE FURNISHED:

- 13.5.1 Provide and deliver items from a list of items approved by FCADC.
  - 13.5.2 Food items shall be wrapped/packaged and dated for individual consumption. All products must have nutritional value information.
  - 13.5.3 Containers shall be made of non-breakable materials (e.g., shampoo bottles, mouthwash bottles, etc.)
  - 13.5.4 Consumable products shall contain no alcohol, e.g., mouthwash.
  - 13.5.5 After the commissary list is mutually approved, no additional items or substitutions shall be offered without the written permission of the FCADC. Contractor shall supply three copies of its most current product listing of items available for sale through its commissary operations. A current commissary list is attached (Refer to Attachment 8). Contractor must include current pricing for the commissary list.
  - 13.5.6 Contractor shall have the ability to make categories of commissary products available for purchase, including: hygiene products, stationery materials, ethnic products, snacks, food, games, personal care items, and clothing items.
  - 13.5.7 Contractor shall be capable of providing menus and order forms for inmates based on the inmate's housing location or where kiosks are not installed.
  - 13.5.8 Contractor shall be able to provide the hardware, software and support systems to accommodate commissary purchases.
- 13.6 **ORDER RECEIPT:** Contractor shall provide two (2) copies of the order receipt attached to the commissary purchase bag. The order receipt should contain at a minimum the following information:
- 13.6.1 Date order was placed;
  - 13.6.2 Inmate full name, identification number, housing unit identity;
  - 13.6.3 A listing of all items included in the order shall include product ID, product description; quantity, unit price, and total price;
  - 13.6.4 Inmate order receipt shall list items that are subject to State and local sales tax;
  - 13.6.5 Inmate order receipt shall list, as a separate line item entry, the total State and local sales tax charged to the inmate;
  - 13.6.6 Grand total (sum of all purchases);
  - 13.6.7 Listing of all items ordered but not received. Listing should include product description, quantities ordered, and reason for non-delivery (out of stock, discontinued, etc.);
  - 13.6.8 A dedicated space where the inmate can sign and date to acknowledge receipt of the order and any discrepancies.
- 13.7 **HYGIENE KITS:**
- 13.7.1 Contractor shall make available for sale Hygiene Kits consisting of the following:
    - 13.7.1.1 One (1) – Deodorant;
    - 13.7.1.2 One (1) – Flex handled toothbrush;
    - 13.7.1.3 One (1) – Toothpaste (.85oz);
    - 13.7.1.4 One (1) – Pocket size comb;
    - 13.7.1.5 One (1) – Wash cloth.
  - 13.7.2 Hygiene Kits shall be sealed and sold as a single unit.
  - 13.7.3 Contractor shall deliver a predetermined number of Hygiene Kits which the FCADC will order when needed. The exact quantity delivered shall be subject to change periodically based on actual consumption.
  - 13.7.4 Contractor shall list the charge for Hygiene Kits as a separate line entry on weekly invoices.
- 13.8 **INDIGENT POPULATION:**
- 13.8.1 The FCADC considers those inmates with less than fifty cents (\$.50) on their inmate account for a full two weeks prior to placing their commissary order to be indigent.
  - 13.8.2 Contractor must have the capability of providing and tracking quantity/items obtained by indigent inmates to ensure purchases do not exceed maximum allowed.



13.8.3 Contractor shall accommodate inmates who are classified as indigent and afford them the opportunity to obtain an indigent commissary pack once per week.

13.8.4 Contractor shall offer the following items in the Indigent Commissary Pack in the quantities indicated:

- 13.8.4.1 One (1) - Bar soap (3.5 oz.);
- 13.8.4.2 Five (5) - Shave packets;
- 13.8.4.3 One (1) - Toothpaste (.85 oz.);
- 13.8.4.4 One (1) - Flex pen;
- 13.8.4.5 Five (5) - Stamped envelopes;
- 13.8.4.6 Ten (10) - Sheets of lined 8.5" x 11" paper;
- 13.8.4.7 One (1) - Shampoo (2 oz.);
- 13.8.4.8 One (1) - Deodorant (.05 oz.);
- 13.8.4.9 One (1) - Hand lotion (2 oz.).

13.8.5 Contractor shall offer the following items in the Indigent Clothing Packs:

Male Clothing Summer Pack:

- 13.8.5.1 Three (3) Tube Socks
- 13.8.5.2 Three (3) Boxer Shorts
- 13.8.5.3 Three (3) T-shirts
- 13.8.5.4 One (1) Flip Flop
- 13.8.5.5 One (1) Mesh Shorts Orange Unisex

Male Clothing Winter Pack:

- 13.8.5.6 Three (3) Tube Socks
- 13.8.5.7 Three (3) Boxer Shorts
- 13.8.5.8 Three (3) T-shirts
- 13.8.5.9 One (1) Shower Shoe
- 13.8.5.10 One (1) Thermal Top
- 13.8.5.11 One (1) Thermal Bottom

Women Clothing Summer Pack:

- 13.8.5.12 Three (3) T-shirts
- 13.8.5.13 Three (3) Tube Socks
- 13.8.5.14 Three (3) Woman's Briefs
- 13.8.5.15 One (1) Sports Bra
- 13.8.5.16 One (1) Flip Flop
- 13.8.5.17 One (1) Mesh Shorts Orange Unisex

Women Clothing Winter Pack:

- 13.8.5.18 Three (3) T-shirts
- 13.8.5.19 Three (3) Tube Socks
- 13.8.5.20 Three (3) Panties
- 13.8.5.21 One (1) Shower Shoe
- 13.8.5.22 One (1) Thermal Top
- 13.8.5.23 One (1) Thermal Bottom

13.8.6 Indigent goods shall be listed in a separate section of the commissary order form or kiosk program and shall have a unique product ID number. The same items may be made for sale to the general

population, providing they are listed separately on the commissary order form or kiosk inventory, and given a different product ID number.

- 13.8.7 Indigent goods (those listed in the indigent section of the commissary order form or kiosk program) shall be sold only to qualifying inmates.
- 13.8.8 Funds shall be deducted from accounts of inmates who qualify for indigent goods and who order those goods from the indigent section of the commissary order form.

13.9 DELIVERY:

- 13.9.1 Free delivery within five (5) working days of order placement by FCADC.
- 13.9.2 Delivery schedule must be mutually agreed upon between the Contractor and FCADC.
- 13.9.3 No products delivered to inmates shall have an expired "sell-by" date.
- 13.9.4 All purchases delivered to inmates shall be free of contraband, as defined by FCADC Policies and Procedures.
- 13.9.5 Contractor must provide FCADC with a method of returning products previously sold to the inmate population that become a security risk, due to inmates being able to change the products' intended purpose. The Contractor must substitute, or credit, the inmate population for all unused products.
- 13.9.6 Upon notification by FCADC, the Contractor must replace any item delivered in a damaged, spoiled, or staled dated condition within five (5) working days.
- 13.9.7 Each commissary order shall be packaged individually in accordance with the detailed instructions provided in Section 14.6.
- 13.9.8 Commissary orders shall be grouped according to inmate housing units. Packaging shall be clearly marked to reflect the name of the housing unit. The Contractor shall establish procedures for collection and removal of any items used to group and/or deliver commissary orders.
- 13.9.9 Contractor shall provide a "Purchase Statement" to Contract Delivery Staff itemizing each individual sale by 8:00 a.m. on the specified delivery day. The Purchase Statement shall include the following information: Facility, housing unit, inmate name, booking number, purchase amount, origin of purchase (inmate or web page), and totals by page, and a summary page of commissary purchased.
- 13.9.10 Contractor shall have the ability to limit or prevent delivery of certain items based upon disciplinary or medical restriction.

13.10 TECHNOLOGICAL EQUIPMENT:

- 13.10.1 Computers, computer software, printers, scanners, kiosks, web internet programs to be provided, installed and functional within 30 days of contract agreement.
- 13.10.2 Computer software system to enable the Contract Distribution Center to track orders for goods that are stored in the warehouse. Track these orders by product and by inmate housing unit.
- 13.10.3 All commissary equipment provided shall be new or like-new and completely operational at the start of operation under this contract.
- 13.10.4 All kiosks to be installed in the facilities for use by inmates must be constructed from indestructible type materials and shall be suitable for use in a jail environment. It shall be tamperproof, made with steel encased housings and shockproof keypads, waterproof and fireproof. All kiosks will be mounted firmly and securely with the appropriate wirings and cables in the areas designated by the FCADC.
- 13.10.5 Contractor must include a self-service cash machine device that will handle cash and credit and debit card transactions. The facility will not be responsible for the handling of cash, credit, or debit transactions. The device must be integrated with Contractor's own inmate banking software and transactions posted in real-time and not by a batch file.
- 13.10.6 The FCADC would prefer the provided unit be able to record the image of those persons that make credit card, debit card, and cash transactions. Images of any or all transactions must be made available to the County at the County's request at no cost to the County.

- 13.10.7 Contractor shall provide kiosks that provide the following:
  - 13.10.7.1 Offer all approved commissary products and prices for sale and delivery to inmates.
  - 13.10.7.2 Be able to address any disciplinary or medical restrictions in place.
  - 13.10.7.3 Enable inmates to directly request medical appointments directly to medical staff, including sick calls.
  - 13.10.7.4 Allow ordering of services including but not limited to the receivables listed in Document C, 1.6.
  - 13.10.7.5 Incorporate Touch Screen Technology.
  - 13.10.7.6 Be tamperproof.
  - 13.10.7.7 Have design and construction approved by FCADC.
  - 13.10.7.8 Have a built-in electronic system that signals Contractor's office directly when malfunctions occur, with 24-7 repair/maintenance capabilities.
  - 13.10.7.9 Be ADA compliant.
  - 13.10.7.10 Offer English/Spanish language selection.
  - 13.10.7.11 Be easy to use, clear, concise, and user friendly.
  - 13.10.7.12 Provide daily, weekly, and monthly usage and sales activity reports to FCADC.
- 13.10.8 The total number of Kiosks will be twenty-six (26). Placement of Kiosks will be in the following locations:
  - 13.10.8.1 First (1<sup>st</sup>) Floor Housing – the following blocks A, B, C, D, E, F, and two (2) in Medical for a total of eight (8) kiosks.
  - 13.10.8.2 Second (2<sup>nd</sup>) Floor Housing – the following blocks L, P, Q, R, S, U, V, and W for a total of eight (8) kiosks.
  - 13.10.8.3 Pretrial Housing – the following blocks J & K for a total of two (2) kiosks.
  - 13.10.8.4 Female Unit – the following blocks, X, Y, Y1, Y2, Y3, and Z for a total of five (6) kiosks.
  - 13.10.8.5 Holding Unit (Intake Area) for one (1) kiosk.
  - 13.10.8.6 FCWRC for one (1) kiosk.
- 13.10.9 During the term of this contract, the Contractor at its own expense and at no cost to the county, must provide and install additional kiosks as may be required and requested by the County in order to provide for adequate coverage and operation of the commissary ordering process.
- 13.11 SOFTWARE REQUIREMENTS:
  - 13.11.1 The Contractor, at the Contractor's own expense, shall develop software interfaces between the County's Jail Management Software System (INTEGRAPH ILEADS/JMS) and the Contractor's hardware and software as may be required to successfully implement Inmate Commissary Services. These interfaces shall include all actions and/or transactions needed to accurately update individual inmate accounts to reflect purchases and refunds. Inmate accounts shall be updated within 12 hours of Contractor's receipt of order.
  - 13.11.2 The Contractor must own, write, and support their software with no third party involvement including contract employees. The software should be written in a relational data base. Software shall use open architecture and standard Windows based operating systems. Access to the data base shall be limited to Contractor's support personnel to protect the integrity of the data structure and accounting principles.
  - 13.11.3 The Contractor will work with the County IT Division and FCADC personnel to ensure compatibility of Contractor's system and County systems and a smooth conversion.
  - 13.11.4 The Contractor must provide a statement indicating that they employ all programming and technical support staff to support the project at one of the Contractor's offices in the United States.
  - 13.11.5 No data from the Contractors software will be entered into JMS.



- 13.11.6 The following are the mandatory specifications that will required of the proposed inmate accounting software. The system must contain all of the requirements and system features that are outlined below. These must currently exist in the inmate accounting software at the time of proposal submission for the proposal to be considered. Contractor will address the following items in their response:
- 13.11.6.1 Software Development History.
  - 13.11.6.2 Full time programming staff employed by the Contractor dedicated to the proposed software solution.
  - 13.11.6.3 Software Support Staff for FCADC.
  - 13.11.6.4 Secure Offsite Data Backup procedures. The Contractor must provide the information on how this is handled by the Contractor.
  - 13.11.6.5 A description of the proposed technology equipment/systems including all software and hardware, as it will be finally configured within thirty (30) days of signing the contract. Contractor shall list proposed technology equipment systems to be used.
  - 13.11.6.6 The description shall specify how the proposed equipment/system will meet or exceed the minimum requirements of the County and shall explain any advantages this proposed equipment/system would have over other possible equipment/systems.
  - 13.11.6.7 Contractor will be responsible for setting up computer technology equipment/systems and ensure the system is operating to the County's satisfaction with thirty (30) days of execution of the contract.
  - 13.11.6.8 Contractor will supply the necessary computer technology equipment/systems, which will allow onsite employees to use Scantron form(s) and in-house scanner to place commissary orders, in the event of a system outage.
  - 13.11.6.9 Contractor will provide training, at no cost to the County or to the inmates, in English/Spanish on how to complete a Scantron form and utilize the Kiosk(s) located throughout the Facility. This may be in the form of wall charts for each housing area or a training DVD in English/Spanish at the completion of implementation.
  - 13.11.6.10 Contractor will provide, at no cost to County, training to staff on how to use all computer software associated with commissary throughout the term of the contract and renewals.
  - 13.11.6.11 Contractor computer software/hardware product shall be fully automated to look at the inmate trust account balance and immediately adjust each individual inmate account balance to reflect both commissary sales and deposits.
  - 13.11.6.12 Contractor will not sell commissary to an inmate in excess of the inmate's cash balance or in excess of the total dollar sales limits imposed by FCADC.
  - 13.11.6.13 Contractor will accept orders for inmate commissary and accept deposits to inmates trust accounts, via their Internet Web Page and lobby cash machines. Deposits will be posted immediately; commissary orders will be posted and delivered on the regularly scheduled delivery dates as determined by the Contractor and FCADC. Refunds to inmate's accounts will be handled in the same fully automated manner.
  - 13.11.6.14 Contractor will deposit one (1) – two (2) times a week to the Inmate Trust Account, at the bank specified by County, all deposits and sales revenue received from the lobby cash machines and the Internet Web Page. Contractor will notify the FCADC Accounting Fiscal Services Office Manager of all such deposits immediately via electronic transmission.
  - 13.11.6.15 Contractor will fill orders for inmates who have sufficient funds to purchase what they have ordered. Contractor will adjust downward inmate orders that are more than the maximum allowed or who do not have sufficient cash to purchase their entire order. Contractor will accomplish this by deleting items in the reverse order listed

by the inmate, e.g. item #10 will be deleted first, item #9 will be deleted second, etc.

13.11.6.16 The description of the proposed technology equipment/systems shall include any disadvantages or limitations that the County should be aware of in evaluating the proposal.

13.11.6.17 Contractor shall provide protocols, guidelines, and operational procedures, for maintenance and repair of equipment/systems, including computer hardware and software applications installed at the FCADC facilities for the delivery of services.

**13.12 ACCOUNTING SYSTEM REQUIREMENTS:**

The proposed inmate accounting software should provide accurate, cashless accounting of all inmate monies, expenses and purchases. At a minimum it must contain all of the features and reporting included in the request for proposal. This included the following software features:

- 13.12.1 General Ledger with automatic dual accounting posting.
- 13.12.2 General Ledger reporting for all ledger accounts.
- 13.12.3 Date specific reports for all ledger accounts.
- 13.12.4 Provide a Trial Balance to be run at any time.
- 13.12.5 Fiscal Year maintenance with End of Month reporting.
- 13.12.6 Allow Year End fiscal adjustments to be entered prior to closing the Fiscal Year.
- 13.12.7 Checkbook reconciliation with multiple checkbook capabilities.
- 13.12.8 Inmate bail module with reports section.
- 13.12.9 Inmate receivables module with reports sections.
- 13.12.10 Inmate account module with reports section.
- 13.12.11 Automatic check writer with MICR Check writing.
- 13.12.12 Positive pay module to transmit check information to the bank.
- 13.12.13 Provide an automatic checkbook reconciliation module.
- 13.12.14 Receivable invoicing with complete account receivable module and reporting to include an invoice generated at release and the ability to generate an invoice that fits a standard window envelope. Allow for an invoice to be generated at both release and at a facility defined time.
- 13.12.15 Provide a multiple-release module to release a group of inmates on the same check with an appropriate report.
- 13.12.16 Commissary inventory module with reports section.
- 13.12.17 Indigent module which includes the ability to rotate up to ninety-nine (99) indigent packs individually for each inmate based upon monetary and time criteria to be determined by the facility.
- 13.12.18 Allows debt to be collected based upon a percentage of incoming funds to be determined by the facility.
- 13.12.19 Allows collected funds to be applied to debts either by priority, percentage, or both as defined by facility.
- 13.12.20 System must always be in balance with the General Ledger.
- 13.12.21 Provide reports on cash drawer balancing and balance history.
- 13.12.22 Provide reports on commissary orders, order rejection, commissary sales, both detail and summary, and by item, by inmate, and products offered.
- 13.12.23 Provide reports of frozen inmate accounts or accounts with administrative holds or other facility designated restrictions.
- 13.12.24 Provide account summaries (both individual and facility) including transaction history.
- 13.12.25 Provide Escheating/Reclamation of checks automatically in the system.
- 13.12.26 Provide reports on all checkbook activity by operator defined criteria.
- 13.12.27 Provide reports based on user definable date time periods.
- 13.12.28 Allow accounts to be closed with a facility defined minimum balance not to be paid to the resident.
- 13.12.29 Produce Inactivity Maintenance to include reporting and reclamation of monies.
- 13.12.30 Provide Inmate Intake and Release reporting.
- 13.12.31 Allow multiple checkbooks to be set up in the software.

- 13.12.32 Allow multiple profit accounts to be maintained with the software.
  - 13.12.33 Provide facility and operator log reports.
  - 13.12.34 Provide the ability to perform automated group charges by facility designated criteria.
  - 13.12.35 Allow classification of inmates for the purpose of precluding charges being made on those accounts.
  - 13.12.36 Allow assignment of facility designated permanent number to each inmate.
  - 13.12.37 Allow reports to be run on both the permanent number and booking number for each inmate.
  - 13.12.38 Allow the primary booking number to be modified when errors occur in inmate identification.
  - 13.12.39 Allow specific deductions to be assigned to individual accounts with an automatic collection per facility designated criteria.
  - 13.12.40 Allow the generation of a log on intakes and releases for a period of time.
  - 13.12.41 Allow the input of resident address and phone contact information for the purposes of generating invoices and receiving payments for debt after resident release.
  - 13.12.42 Banking software must allow resident releases to be done by check or debit card, or combination of the above as determined by the facility.
  - 13.12.43 Software must contain the ability for the FCADC to implement an automated Grievance/Request program through a housing unit kiosk.
  - 13.12.44 Access to the kiosk must be through a biometric fingerprint system.
  - 13.12.45 System must be capable of integrating to the inmate phone provider to allow for debit calling by the inmate using their own funds.
  - 13.12.46 Software must contain the ability for the FCADC to implement a debit card release program.
  - 13.12.47 Software must have its own phone ordering module to order phone time.
  - 13.12.48 Software must interface with facility to allow inmates to initiate Sick Call Request.
- 13.13 The proposed payment options must be fully integrated with the resident banking software owned, written, and supported by the Contractor. Contractor will be required to provide at least ten (10) references where these are currently installed in a correctional setting.
- 13.14 Contractor must describe in detail the capabilities of the proposed system to implement debit calling to interface with the current inmate phone provider (Inmate Calling Solutions). Contractor shall describe in detail how the process works which shall include, at a minimum, the ability to transfer inmate funds to the inmate phone provider and to return any unused funds to be included in the inmate's release check or debit card. Contractor will provide information regarding how other facilities have implemented this program and list at least five sites. The interface to the phone provider should be in "real time" when the request to move dollars to the phone system is processed and should utilize XML messaging services. The current inmate phone provider is Inmate Calling Solutions.
- 13.15 Software must have the option to release by check and debit card. Software program must properly account for the debit card releases and provide automatic posting of information to the card provider. Contractor is required to provide an outline of cost to FCADC and the inmate in their response.
- 13.15.1 Debit Release Cards must carry the MasterCard or Visa logo.
  - 13.15.2 Debit Release Card must be FDIC insured.
  - 13.15.3 Service must provide immediate access to funds.
  - 13.15.4 Debit Release Card must provide the ability to make both PIN-based and signature-based transactions.
  - 13.15.5 Debit Release Card must have a toll-free customer service number located on the card. Customer service must be bi-lingual and accessible 24 hours a day, 365 days a year.
  - 13.15.6 Debit Release Cards must provide 24x7x365 account access.
- 13.16 Upon successful completion of the contract term, County and FCADC will be granted a non-exclusive license to the proposed inmate banking software provided by Contractor. This will insure the continuity of inmate accounting history and reporting and is a mandatory requirement.



- 13.17 On the fifth day of every month a Summary Report shall be received by the facility via mail or email and shall include gross sales, cost of sales, net sales, quantity sold, sales tax, and taxable sales on which the sales tax is based.
- 13.18 On the fifth day of every year a summary report from the previous year shall be sent via e-mail or mail. The summary report shall include gross sales, cost of sales, net sales, quantity sold, sales tax and taxable sales on which the sales tax is based.
- 13.19 The Contractor shall develop, implement, maintain, and operate an Internet Web Page that will accomplish the following:
  - 13.19.1 Allow inmate family and friends to deposit monies to inmate trust bank account on-line using ATM/Credit Cards
  - 13.19.2 Print a Deposit Receipt
  - 13.19.3 Have a built-in electronic system that signals the Contractor's office directly when malfunctions occur, with 24/7 repair/maintenance capabilities
  - 13.19.4 Provides daily, weekly, and monthly usage and sales activity report to the FCADC
  - 13.19.5 English/Spanish language selection
  - 13.19.6 Easy to use, clear, concise, and user friendly
- 13.20 Contractor shall place two (2) Automatic Payment Processing Machines in the Main lobbies (One in Visitation and one in the FCWRC) where families and friends can access the web page, and deposit monies to inmate bank trust account using their ATM, Credit Card, or cash. One booking machine in the intake area shall accept cash and coins at intake.
- 13.21 Contractor shall place an automatic payment processing machine(s) in the Intake Area and must be able to issue debit cards at time of inmate release from custody.
- 13.22 Contractor shall pay to the Inmate Trust Fund within thirty (30) calendar days of the close of each account month with following stipulations:
  - 13.22.1 Commissions are paid on "Net Sales." Net Sales is defined as:
    - 13.22.1.1 All gross sales income derived from the sale of commissary services and products to the inmates of Frederick County Sheriff's Office, Corrections Bureau. This includes all Internet Sales and All Advertising Revenues specific to the internet web page, and lobby kiosks.
    - 13.22.1.2 Does not include revenue from the sale of non-commissionable items such as U.S. Postage Stamps, hygiene products and over-the-counter medications, as listed in Attachment 8: List of Commissary Products.
    - 13.22.1.3 Does not include Sales Tax.
- 13.23 SECURE MAIL OPTION: During the course of the resulting contract FCADC may opt to use Secure Mail as an electronic message system to allow family and friends to send electronic messages via a secure website. The Contractor, at no additional cost to the County or FCADC, must include this service in its proposed commissary system; however, this feature must not be active until such time when the FCADC instructs/authorizes the Contractor to activate the Secure Mail feature of the system. The Secure Mail system will include the following:
  - 13.23.1 SECURE MAIL REQUIREMENTS – SENDER
    - 13.23.1.1 The Contractor's secure website must be available in English and Spanish.
    - 13.23.1.2 The Contractor's secure website must require the User to establish an account and a Log-in name.

- 13.23.1.3 From an established account, the User must have the ability to, write, send, receive and read messages.
- 13.23.1.4 User must be allowed to purchase message credits on the secure website via credit or debit card.
- 13.23.1.5 The credit(s) charged to send a message should cover the cost for the receiving party to respond/reply to the message; the credit(s) shall cover the cost to send and receive only one message.
- 13.23.1.6 Users must have the ability to see how many credits are remaining in their account every time they are logged in.
- 13.23.1.7 User must have the ability to send photos via the secure website that is completely separate from sending an Electronic Message system (i.e. the sender will not be allowed to attach a photo to message). The photo must be sent separately to insure proper review and approval by County's designated staff, for photo appropriateness.
- 13.23.1.8 User must have access to his/her account at all times-day or night.
- 13.23.1.9 User must have access to Customer Service via the secure website.
- 13.23.1.10 User must be alerted via the secure website that the message or photo sent to the facility will be reviewed and approved or rejected based on content and appropriateness.
- 13.23.1.11 A Frequently Asked Question (FAQ) page must be available on the secure website to answer questions users may have.
- 13.23.1.12 The secure website must not allow users to type special characters, bold and italicize words when writing and sending messages.
- 13.23.1.13 The Contractor's secure website must allow users to print messages using additional credits as required.

13.23.2 SECURE MAIL REQUIREMENTS – COUNTY FACILITIES:

- 13.23.2.1 Contractor must provide a secure website and log in for authorized FCADC staff.
- 13.23.2.2 Authorized FCADC staff must have the ability to review all messages.
- 13.23.2.3 Authorized FCADC staff must have the ability to sort all messages from the To, From, and / or Subject fields.
- 13.23.2.4 Authorized FCADC staff must have the ability to open each message to review and approve or reject receipt of the message to the inmate.
- 13.23.2.5 A software program must be provided that detects words or phrases predefined by the FCADC.
- 13.23.2.6 The FCADC must have the ability to edit the word list and assign levels of security to each word identified.
- 13.23.2.7 The software program must detect specific words in both incoming and outgoing emails (if applicable).
- 13.23.2.8 Authorized FCADC staff must have the ability to select groups of messages for approval without having to read each message.
- 13.23.2.9 Authorized FCADC staff must have the ability to review, approve, or deny all photos sent through the secure website.
- 13.23.2.10 Contractor must provide the ability for authorized staff to see connections between inmates and senders and transaction history (i.e. how many messages).
- 13.23.2.11 Contractor must provide all marketing materials for the email program.
- 13.23.2.12 The software for approving photos should allow up to 32 photos to come up on the approval screen at one time allowing officers the ability to approve/deny photos for multiple inmates very quickly.
- 13.23.2.13 The software must score each message based on word search database and provide a rating "red, yellow, green" for each message to allow officers the ability to quickly

see what messages contain more of the words they queried in the search. The rating thresholds must be programmable by location.

- 13.23.2.14 The software must have the ability to route the message to the correct facility in the case an inmate is transferred from one location to another.
- 13.23.2.15 The software must allow authorized staff the ability to program certain messages from specific inmates or family/friends to be automatically escalated to a separate review screen.
- 13.23.2.16 The software must have the ability to set up routing of approved messages automatically to different print queue in their facility.
- 13.23.2.17 The software must have the ability to translate the scanned message from Spanish to English in the review mode. The original Spanish message should be shown with a translation in English below the message.

### 13.23.3 SECURE MAIL – DELIVERY METHOD REQUIREMENTS:

- 13.23.3.1 Electronic Message system must allow authorized facility staff to print messages.
- 13.23.3.2 Electronic Message system must have the ability for inmates to receive, send and display approved messages from an inmate kiosk with the capability of turning off this feature.
- 13.23.3.3 Electronic Message system must allow authorized facility staff to print photos.
- 13.23.3.4 Electronic Message system must have the ability for inmates to view approved photos from an inmate kiosk with the capability of turning off this feature.
- 13.23.3.5 Electronic Message system must have the ability for inmate to invite a family or friend to sign up for the service and send them a message. The invite must be a canned message with an invite that directs the family/friend to sign up for the service and that does not allow the inmate to type anything into the invite.
- 13.23.3.6 Electronic Message system must allow the person receiving the invite to block this inmate from sending them another invite request and block any other inmate from this facility from sending them an invite.
- 13.23.3.7 Electronic Message system shall block invites to email addresses that are .us, .state and .gov.

**EXHIBIT "B"**  
**SPECIAL REQUIREMENTS**

Section 5.3 The requirement for providing a Performance Bond is waived.

Section 7.7 The requirement for Liquidated Damages is waived.

**EXHIBIT "C"**



## **SCHEDULE OF COMPENSATION**

Prices, changes and substitutions to these items must be by mutual agreement and in writing.

The Contractor will maintain a competitive retail pricing philosophy with regard to the retail sales price of the commissary items to the inmates (Subsidizing high commission rates with high product pricing to inmates is unacceptable).

ATTACHMENT 10  
(REVISED)

PRICE PROPOSAL COVER PAGE

(Must be submitted separately from the Technical portion of the proposal)

RFP #17-288

COMMISSARY AND INMATE TRUST FUND ACCOUNTING SERVICES

1. Proposed Economy Consistent Rate (5% of Net Sales) **39** %
2. Price of Hygiene Kit (See Document C, Paragraph 14.2.1, 1-7) Price each: \$ **2.88**
3. Price of Indigent Commissary Packs Price each: \$ **6.00**
4. Price of Indigent Male Summer Clothing Pack Price each: \$ **40.30**
5. Price of Indigent Male Winter Clothing Pack Price each: \$ **48.65**
6. Price of Indigent Women's Summer Clothing Pack Price each: \$ **39.25**
7. Price of Indigent Women's Winter Clothing Pack Price each: \$ **42.70**
8. Price list of Commissary goods contained in Attachment 8 Price each: \$ **See Attachment 8**
9. Costs associated with Secure Mail Price each: \$ **See following pages**

10. Any other fees, flows, etc. and explain:

A 39% commission will be paid on all Securepak purchases.

Please see the following pages for KCN's proposed fee structures for Deposit Services and Secure Release.

**THE PERSON COMPLETING THE PRICE PROPOSAL COVER PAGE  
MUST INITIAL ANY ALTERATIONS IN FIGURES IN INK**

COMPANY NAME: Keefe Commissary Network, LLC  
REPRESENTATIVE'S NAME: Jeffrey Harris  
REPRESENTATIVE'S TITLE: Group Vice President  
TELEPHONE NUMBER: 732-509-0126  
E-MAIL ADDRESS: jharris@keefegroup.com

Request for Proposal #17-288  
Commissary and Inmate Trust Fund Accounting Services  
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**ATTACHMENT 9  
COMMISSARY ITEMS CURRENTLY  
SUPPLIED**

CURRENT PRODUCTS: BEVERAGES	PROPOSED PRODUCTS	PROPOSED PRICING	PRICE PER UNIT
Coffee (1 serving)	KEEPCOFFEE DRIED COFFEE 31.50 01	\$0.50	\$9.43
Coffee Instant Pouch	KEEPCOFFEE INSTANT 4.10 01	\$4.75	\$1.06
Decaf Coffee (1 stick)	KEEPCOFFEE TASTE AS CHOICE COFFEE DECAF	\$0.50	\$0.50
Instant Cappuccino French Vanilla	KEEPCOFFEE FRENCH VANILLA COFFEE 110M	\$0.55	\$0.68
Creamer Clearpack (8 oz.)	NON-DAIRY CREAMER 102	\$2.25	\$0.28
S.S. Hot Cocoa	KEEPCOFFEE HOT CHOCOLATE 102	\$0.50	\$0.63
Sugar Packet Single	GEN SUGAR 101V	\$0.07	\$0.07
NWS SS Orange Drink	COOL-OFF DRINK PINK ORANGE	\$0.20	\$0.20
NWS SS Fruit Punch	COOL-OFF DRINK PINK FRUIT PUNCH	\$0.20	\$0.20
Sweetmate Pink (1 pack)	SWEETMATE SWEETENER PINK 1.5 02	\$0.05	\$0.05
Colombian Blend (3 oz.)	KEEPCOFFEE COLOMBIAN BLEND 302	\$4.95	\$1.65
Tang Clear (6oz.)	TANG SWEET BREAKFAST DRINK 1 01	\$2.50	\$0.42
Nestle with Lemon (5.5 oz. pk)	NESTLE TEA WITH LEMON SUGAR 1.5 01	\$2.50	\$0.45
Lemonade - Clear (6 oz.)	COOL-OFF DRINK MIX LEMONADE 1 01	\$2.50	\$0.42
6 oz. Grape Kool-Aid Clear	COOL-OFF DRINK MIX GRAPE 1 01	\$2.50	\$0.42

CURRENT PRODUCTS: CANDY	PROPOSED PRODUCTS	PROPOSED PRICING	PRICE PER UNIT
Reeses Peanut Butter Cup	REESES PEANUT BUTTER CUPS 1.1 01	\$1.40	\$0.93
M&M Peanut Peg Pack	M&M PEANUT CANDY 1.1 02	\$3.75	\$0.71
M&M Plain Peg Pack	M&M PEANUT CANDY 1.1 02	\$3.75	\$0.71
(Bag) Snickers Miniatures	M&M THICKER PEANUT M&M'S 1.1 01	\$3.75	\$0.85
(Bag) Hershey Mini Assorted	HERSHEY CANDY BAR MINIATURES 1.5 02	\$3.75	\$0.71
Butterscotch Buttons	SATHEAS CANDY BUTTERSCOTCH BUTTONS 1.1 02	\$1.35	\$0.32
Red Hoorie Bites	SATHEAS CANDY RED HORROR BITE BITES 1 01	\$1.50	\$0.38
Rootbeer Barrels	GEN CANDY ROOT BEER BARRELS 1.1 01	\$1.35	\$0.32
Jolly Ranchers Asst. 3.7 oz.	JOLLY RANCHER CANDY ASSORTED 1.1 02	\$1.50	\$0.41
Starlite Mints 3.75 oz.	SATHEAS CANDY STARLITE MINTS 1.1 01	\$1.35	\$0.38
Atomic Fireballs	GEN CANDY ATOMIC FIREBALLS 1 01	\$1.35	\$0.45
Sour Fruit balls 4.25 oz.	SATHEAS CANDY SOUR FRUIT BALLS 1.1 02	\$1.35	\$0.32
Sugar Free Wild Fruit (1.7 oz.)	SATHEAS CANDY SFWILD FRUIT 1.1 01	\$1.35	\$0.77
(EA) Milky Way Mini Peg Pack	MILKYWAY CANDY BAR MINI 1 02	\$2.25	\$0.75

COMMISSARY ITEMS CURRENTLY SUPPLIED			
CURRENT PRODUCTS: SNACKS	PROPOSED PRODUCTS	PROPOSED PRICING	PRICE PER UNIT
(EA) Original Instant Oatmeal	QUAKER OATH ORIGINAL 30 01	\$0.50	\$0.51
(EA) Maple & Brown Sugar Instant Oatmeal	QUAKER OATH MIPED BAKING 4.51 02	\$0.50	\$0.33
Hostess Chocolate Cupcake	HOSTESS CHOC CUP C 3.51 02	\$1.50	\$0.47
Chili Cheese Fritos 2 oz.	FRITOS CORN CHIPS CHILI CHEESE 2 01	\$1.10	\$0.55
Doritos Tortilla Chips- Cool Ranch	DORITOS CHIPS COOL RANCH 4.51 02	\$1.10	\$0.63
ZC PB Crème Cookies 8 oz.	MS COOKIES PEANUT BUTT. CREMES 8 02	\$1.62	\$0.27
Oreo Cookies	OREO COOKIES 2.40 2	\$1.10	\$0.46
ZC Vanilla Cream Cookies 6 oz.	MS COOKIES VANILLA CREMES 6 02	\$1.62	\$0.27
ZC Orange Pineapple Creams 6 oz.	MS COOKIES ORANGE PINEAPPLE 6 02	\$1.62	\$0.27
ZC Chocolate Chip Cookies 8 oz.	MS COOKIES CHOC CHIP 8 02	\$1.62	\$0.27
Maria Cookie	COOKIES HISPANIC 4.51 02	\$1.20	\$0.24
ZC Iced Oatmeal Cookies 6 oz.	MS COOKIES ICED OATMEAL 6 01	\$1.62	\$0.27
ZC Duplex Cremes 6 oz.	MS COOKIES DUPLEX CREMES 6 01	\$1.62	\$0.27
Box Sakine Crackers 15 oz.	GOLDEN VALLEY SALTINE CRACKERS 15 03	\$3.10	\$0.19
Golden Valley Cracker Snack	GOLDEN VALLEY CRACKER SNACKS 15.10 2	\$3.58	\$0.26
Cheez-It Crackers 15 oz.	CHEEZ-IT CRACKERS 15 01	\$1.00	\$0.67
Cream Cheese Coffee Cake	MS CAKE CREAM CHEESE 4 02	\$1.30	\$0.33
Toasted PB Sandwich Crackers	AUSTIN SANDWICH CRACKERS PB	\$0.55	\$0.55
Chocolate Iced Honey Bun	MS HONEY BUN CHOCICED 1.25 02	\$1.30	\$0.27
ZC Iced Swirl	MS DANISH ICED CINNAMON SWIRL 6 02	\$1.35	\$0.34
ZC Monster Iced Buns	MS MONSTER HONEY BUN ICED 1 02	\$1.35	\$0.23
Fruit Snacks	FAMILY FRUIT SNACK ASSORTED 2.51 02	\$1.25	\$0.56
Blueberry Cereal Bar	MS FRESHLY'S BAR BLUEBERRY 4.51 02	\$0.60	\$0.46
Apple Cinnamon Cereal Bar	MS FRESHLY'S BAR APPLE CINN. 4.51 02	\$0.60	\$0.46
ZC (Box) Swiss Rolls 6 - 2PKs	MS SWISS ROLL 6 02	\$3.75	\$0.31
ZC (Box) D Ours 6 PK	MS D OURS 6 02	\$3.75	\$0.38
ZC (Box) PB Wafers 6-2PKS	MS PEANUT BUTTER WAFER 2PK 12 02	\$3.75	\$0.31
Vanilla Zinger Snack Cake	MS VANILLA ZINGER SNACK CAKE 1.51 02	\$1.75	\$0.46
Powdered Sugar Donette	MS POWDERED SUGAR DONETTE 1.51 02	\$1.50	\$0.50
Glazed Donette	MS GLAZED SUGAR DONETTE 1.51 02	\$1.50	\$0.50
Apple Pie	MS APPLE PIE 1.51 02	\$1.50	\$0.33
Milky Way Brownie	MS MILKY WAY BROWNIE 1.51 02	\$1.85	\$0.61
Peanut Butter Squeeze Pouch	MS PEANUT BUTTER SQUEEZE POUCH	\$1.34	\$0.67
Apple Danish	CLOYDAMIL DANISH APPLE 4.51 02	\$1.40	\$0.33
Pinto Beans- Seasoned	DC PINTO BEANS SEASONED 15 03	\$2.50	\$0.25
Kidney Beans- Seasoned	DC KIDNEY BEANS SEASONED 15 03	\$2.50	\$0.25
2 PK Frosted Strawberry Poparts	MS FROSTED POP TARTS STRAWBERRY 1PK	\$1.15	\$0.31
Smores Poparts	MS FROSTED POP TARTS SMORES 1PK	\$1.15	\$0.31
ZC Strawberry SF Wafers	MS STRAWBERRY WAFER 6 02	\$1.30	\$0.47
ZC Strawberry Cheese Danish	MS CHEESE DANISH STRAWBERRY 4.51 02	\$1.40	\$0.33
Iced Lemon Loaf Cake	MS SPUNNY CAKE ICED LEMON 4.51 02	\$1.40	\$0.40
Cinnamon Loaf Cake	MS SPUNNY CAKE CINNAMON 4.51 02	\$1.40	\$0.40
Marble Loaf Cake	MS SPUNNY CAKE MARBLE 4.51 02	\$1.40	\$0.35
Piñe Krispie Treats 1.3 oz.	MS KRISPIE TREATS ORIGINAL 1.3 02	\$1.10	\$0.85
Chili Ramen	MS RAMEN CHILI 3 02	\$0.89	\$0.30
LS Chili Ramen	MS RAMEN CHILI 10 02	\$0.89	\$0.30
Chicken Ramen	MS RAMEN CHICKEN 3 02	\$0.89	\$0.30



**COMMISSARY ITEMS CURRENTLY SUPPLIED**

<b>CURRENT PRODUCTS: CLOTHING</b>	<b>PROPOSED PRODUCTS</b>	<b>PROPOSED PRICING</b>	<b>PRICE PER UNIT</b>
Beige Washcloth	BEIGE WASHCLOTH	\$1.00	\$1.00
SM Shower Shoe	SM SHOWER SHOE	\$1.60	\$1.60
MED Shower Shoe	MID SHOWER SHOE	\$1.60	\$1.60
LG Shower Shoe	LG SHOWER SHOE	\$1.60	\$1.60
MED T-Shirt	MID T-SHIRT	\$3.95	\$3.95
LG T-shirt	LG T-SHIRT	\$3.95	\$3.95
XL T-shirt	XL T-SHIRT	\$3.95	\$3.95
2 XL T-shirt	2XL T-SHIRT	\$5.50	\$5.50
3 XL T-shirt	3XL T-SHIRT	\$6.50	\$6.50
Men Briefs MED	MEN BRIEFS MED	\$3.00	\$3.00
Men Briefs LG	MEN BRIEFS LG	\$3.00	\$3.00
Men Briefs XL	MEN BRIEFS XL	\$3.00	\$3.00
Men Briefs 2 XL	MEN BRIEFS 2XL	\$4.25	\$4.25
Briefs White 3 XL	BRIEFS WHITE 3 XL	\$4.25	\$4.25
MED Boxer Shorts White	MED BOXER SHORTS WHITE	\$3.85	\$3.85
LG Boxer Shorts White	LG BOXER SHORTS WHITE	\$3.85	\$3.85
XL Boxer Shorts White	XL BOXER SHORTS WHITE	\$3.85	\$3.85
2XL Boxer Shorts White	2XL BOXER SHORTS WHITE	\$3.85	\$3.85
3XL Boxer Shorts White	3XL BOXER SHORTS WHITE	\$4.24	\$4.24
Tube Sock (One Size Fits)	TUBE SOCK (ONE SIZE FITS)	\$1.80	\$1.80
MED Thermal Top	MED THERMAL TOP	\$6.95	\$6.95
LG Thermal Top	LG THERMAL TOP	\$6.95	\$6.95
XL Thermal Top	XL THERMAL TOP	\$6.95	\$6.95
2XL Thermal Top	2XL THERMAL TOP	\$8.25	\$8.25
3XL Thermal top	3XL THERMAL TOP	\$8.25	\$8.25
MED Thermal Bottoms	MED THERMAL BOTTOMS	\$6.95	\$6.95
L Thermal Bottoms	L THERMAL BOTTOMS	\$6.95	\$6.95
XL Men Thermal Bottoms	XL MEN THERMAL BOTTOMS	\$6.95	\$6.95
2XL Thermal Bottoms	2XL THERMAL BOTTOMS	\$8.25	\$8.25
3XL Men Thermal Bottoms	3XL MEN THERMAL BOTTOMS	\$8.25	\$8.25
Sports Bra Small	SPORTS BRA SMALL	\$4.95	\$4.95
Sports Bra Medium	SPORTS BRA MEDIUM	\$4.95	\$4.95
Sports Bra Large	SPORTS BRA LARGE	\$4.95	\$4.95
XL Sports Bra	XL SPORTS BRA	\$4.95	\$4.95
2XL Sports Bra	2XL SPORTS BRA	\$8.25	\$8.25
3 XL Sports Bra	3XL SPORTS BRA	\$8.25	\$8.25
SZ 6 Women's Panties	SZ 6 WOMEN'S PANTIES	\$2.23	\$2.23
SZ 8 Women's Panties	SZ 8 WOMEN'S PANTIES	\$2.23	\$2.23
SZ 10 Women's Panties	SZ 10 WOMEN'S PANTIES	\$2.23	\$2.23
SZ 11 Women's Panties	SZ 11 WOMEN'S PANTIES	\$2.23	\$2.23
2 XL Women's Panties	2XL WOMEN'S PANTIES	\$2.23	\$2.23
MED Dlx Shower Shoe Saddle	MED DLX SHOWER SHOE SADDLE	\$4.36	\$4.36
5 XL Crewneck T-shirt	5XL CREWNECK T-SHIRT	\$16.99	\$16.99
Small Shower Shoe	SMALL SHOWER SHOE	\$4.36	\$4.36
Large Shower Shoe	LARGE SHOWER SHOE	\$4.36	\$4.36
XL Shower Shoe	XL SHOWER SHOE	\$4.36	\$4.36
2 XL Shower Shoe	2XL SHOWER SHOE	\$4.36	\$4.36
Orange Gym Shorts (M)	ORANGE GYM SHORTS (M)	\$9.90	\$9.90
Orange Gym Shorts (L)	ORANGE GYM SHORTS (L)	\$9.90	\$9.90
Orange Gym Shorts (XL)	ORANGE GYM SHORTS (XL)	\$9.99	\$9.99
Orange Gym Shorts (2 XL)	ORANGE GYM SHORTS (2 XL)	\$13.50	\$13.50
Orange Gym Shorts (3 XL)	ORANGE GYM SHORTS (3 XL)	\$15.95	\$15.95

COMMISSARY ITEMS CURRENTLY SUPPLIED			
CURRENT PRODUCTS: INDIGENT CLOTHING	PROPOSED PRODUCTS	PROPOSED PRICING	PRICE PER UNIT
Women Brief SM	WOMENBRIEF SM	\$2.39	\$2.39
Women Brief MED	WOMENBRIEF MED	\$2.45	\$2.45
Women Brief LG	WOMENBRIEF LG	\$2.45	\$2.45
Women Brief XLG	WOMENBRIEF XLG	\$2.45	\$2.45
Women Brief 2XL	WOMENBRIEF 2XL	\$2.77	\$2.77
MED T-shirt	MED T-SHIRT	\$4.25	\$4.25
LG T-shirt	LG T-SHIRT	\$4.25	\$4.25
XL T-shirt	XL T-SHIRT	\$4.64	\$4.64
2XL T-shirt	2XL T-SHIRT	\$7.02	\$7.02
3XL T-shirt	3XL T-SHIRT	\$7.38	\$7.38
4XL Men's Crewneck Shirt	4XL MEN'S CREWNECK SHIRT	\$8.75	\$8.75
SM Sports Bra	SM SPORTS BRA	\$8.50	\$8.50
MED Sports Bra	MED SPORTS BRA	\$8.75	\$8.75
LG Sports Bra	LG SPORTS BRA	\$6.75	\$6.75
XL Sports Bra	XL SPORTS BRA	\$6.75	\$6.75
2XL Sports Bra	2XL SPORTS BRA	\$6.75	\$6.75
3XL Sports Bra	3XL SPORTS BRA	\$6.75	\$6.75
MED Thermal Top	MED THERMAL TOP	\$7.31	\$7.31
LG Thermal Top	LG THERMAL TOP	\$7.31	\$7.31
XL Thermal Top	XL THERMAL TOP	\$7.90	\$7.90
2XL Thermal Top	2XL THERMAL TOP	\$7.90	\$7.90
3XL Thermal Top	3XL THERMAL TOP	\$8.32	\$8.32
4XL Thermal Top	4XL THERMAL TOP	\$8.64	\$8.64
MED Boxer Short	MED BOXER SHORT	\$3.79	\$3.79
L Boxer Short	L BOXER SHORT	\$3.79	\$3.79
XL Boxer Short	XL BOXER SHORT	\$4.10	\$4.10
2XL Boxer Short	2XL BOXER SHORT	\$4.64	\$4.64
3XL Boxer Short	3XL BOXER SHORT	\$5.08	\$5.08
MED Thermal Bottoms	MED THERMAL BOTTOMS	\$7.31	\$7.31
LG Thermal Bottoms	LG THERMAL BOTTOMS	\$7.31	\$7.31
XL Thermal Bottoms	XL THERMAL BOTTOMS	\$7.31	\$7.31
2XL Thermal Bottoms	2XL THERMAL BOTTOMS	\$7.90	\$7.90
3XL Thermal Bottoms	3XL THERMAL BOTTOMS	\$8.32	\$8.32
4XL Thermal Bottoms	4XL THERMAL BOTTOMS	\$8.64	\$8.64
Small Flip Flop Cross Strap	SMALL FLIP FLOP CROSS STRAP	\$1.48	\$1.48
Medium Flip Flop Cross Strap	MEDIUM FLIP FLOP CROSS STRAP	\$1.48	\$1.48
Large Flip Flop Cross Strap	LARGE FLIP FLOP CROSS STRAP	\$1.48	\$1.48
XL Flip Flop Cross Strap	XL FLIP FLOP CROSS STRAP	\$1.48	\$1.48
2XL Flip Flop Cross Strap	2XL FLIP FLOP CROSS STRAP	\$1.48	\$1.48
MED Mesh Shorts- Orange Unisex	MED MESH SHORTS- ORANGE UNISEX	\$9.90	\$9.90
L Mesh Shorts- Orange Unisex	L MESH SHORTS- ORANGE UNISEX	\$9.90	\$9.90
XL Mesh Shorts- Orange Unisex	XL MESH SHORTS- ORANGE UNISEX	\$9.90	\$9.90
2XL Mesh Shorts- Orange Unisex	2XL MESH SHORTS- ORANGE UNISEX	\$9.90	\$9.90
3XL Mesh Shorts- Orange Unisex	3XL MESH SHORTS- ORANGE UNISEX	\$13.65	\$13.65
XL Mens' Crewneck Shirt	XL MEN'S CREWNECK SHIRT	\$4.64	\$4.64



COMMISSARY ITEMS CURRENTLY SUPPLIED			
CURRENT PRODUCTS: PERSONAL HYGIENE	PROPOSED PRODUCTS	PROPOSED PRICING	PRICE PER UNIT
4 oz. Shampoo	CAMFORD SHAMP. 9415M15P07H402	\$1.45	\$0.36
4 oz. Conditioner	CAMFORD COND. 9415M15P07H402	\$1.45	\$0.36
Alberto VO5 Shampoo- Extra Body	ALBERTO VO5 SHAMP. 92.5 OZ	\$2.65	\$0.21
Alberto VO5 Conditioner- Extra Body	ALBERTO VO5 CONDIT. 12.5 OZ	\$2.70	\$0.22
Moisturizing Soap 5 oz.	NEXT 1 SOAP MOISTURIZING BAR 5 OZ	\$1.40	\$0.28
Hair Food w/ Vitamin E	100% PURE HAIR FOOD W/ VIT E 5 OZ	\$2.25	\$0.45
Hairdress 5 oz.	100% PURE HAIR DRESS 5 OZ	\$2.25	\$0.45
Hairdress & Press Oil	100% PURE HAIR DRESS & PRESS OIL 5 OZ	\$2.25	\$0.45
Peroara Styling Gel	PEROARA GEL SPORT HOLD 15 OZ	\$2.95	\$0.18
P-Up Drive Deodorant	P-UP DRIVE DEODORANT 3 OZ	\$2.75	\$1.10
Suave Anti-Bacteria A/P	SUAVE ANTIBAC. DEOD. POWDER 1.1 OZ	\$2.25	\$1.61
Force A/P Deodorant Roll-on	FORCE UP ANTIBAC. DEOD. ROLL ON 3 OZ	\$1.90	\$0.63
P-UP A/P Deodorant Drive	P-UP ANTIBAC. DEOD. DRIVE 2.5 OZ	\$3.25	\$1.30
4 oz. Baby Powder	NEW DAY BABY POWDER 4 OZ	\$1.55	\$0.39
Dial Advanced Therapy Lotion	DIAL 100% ADVANCED THERAPY 12 OZ	\$3.95	\$0.33
4 oz. Baby Oil	100% PURE BABY OIL 4 OZ	\$1.70	\$0.43
4 oz. Skin Care Lotion	CAMFORD 100% SKIN CARE 4 OZ	\$1.22	\$0.31
Coconut Lime Aloe Lotion	100% PURE COCONUT LIME 12 OZ	\$2.95	\$0.20
Cocoa Butter Lotion 4 oz.	CAMFORD LOTION COCOA BUTTER 4 OZ	\$1.62	\$0.41
Gen Skide (High skin cream)	GEN SKIDE CREAM FACIAL CLEANSER 5 OZ	\$2.40	\$0.53
GoodSense Hydrocortisone Cream 2%	GOODSENSE HYDROC. CREAM 12 OZ	\$3.25	\$3.25
Lip Balm	COOL WAVE BALM 0.25 OZ	\$1.40	\$0.75
Protection Disposable Razor (1 Ea)	PROTECTION RAZOR WITH SHAVE CREAM	\$0.30	\$0.30
Protection Shave Cream	PROTECTION SHAVE CREAM 4 OZ	\$3.00	\$0.43
After Shave	PROTECTION AFTER SHAVE GEL 7 OZ	\$3.00	\$0.43
Daily Shampoo w/ Eucalyptus Mint	ELEMENTS SHAMP 100% DAILY 12 OZ	\$3.25	\$0.22
Conditioner- Almond/Shea	ELEMENTS CONDIT. ALMOND/SHEA 12 OZ	\$3.25	\$0.22
Elementz 3-IN-1 Shampoo	ELEMENTS BODYWASH COCO LIME 12 OZ	\$3.50	\$0.23
Dandruff Shampoo/Almond Shea	ELEMENTS SHAMP. DANDRUFF 12 OZ	\$3.25	\$0.22
Next! Cocoa Butter Soap 5 oz.	NEXT 1 SOAP COCOA BUTTER BAR 5 OZ	\$1.40	\$0.28
Moisturizing Soap 5 oz.	NEXT 1 SOAP MOISTURIZING BAR 5 OZ	\$1.40	\$0.28
Spot Bar Soap	NEXT 1 SOAP ANTIBAC. SPOT BAR 5 OZ	\$1.40	\$0.28
8 oz. Mouthwash Oral Health Rinse	PEROARA MOUTHWASH ORAL HEALTH 8 OZ	\$1.75	\$0.22
Toothpaste- Great Flavor Anticavity 4 oz.	COOL WAVE TOOTHPASTE ANTICAVITY 4 OZ	\$5.52	\$1.38
Cool Wave Clr Toothpaste	COOL WAVE TOOTHPASTE 4 OZ	\$2.50	\$0.63
Ultra Brite 6 oz.	ULTRA BRITE TOOTHPASTE 6 OZ	\$3.31	\$0.55
Freshmint Toothpaste .85 oz.	FRESHMINT TOOTHPASTE .85 OZ	\$0.50	\$0.59
Toothbrush 4.5" Medium Bristle	100% PURE TOOTHBRUSH MEDIUM BRISTLE	\$2.60	\$2.60
Floss Loops	100% PURE FLOSS LOOPS 30 PK	\$3.80	\$0.13
Antacid	HYDROXYANTACID TABLETS 100 PK	\$0.35	\$0.18
APAP (Like Extra Strength Tylenol) 2 Pk	GEN MEDICAL APAP 2 PK	\$0.30	\$0.15
Ibuprofen 2 Pk	GEN MEDICAL IBUPROFEN 2 PK	\$0.71	\$0.36
Denture Bath (Cup)	GEN MEDICAL DENTURE BATH	\$2.45	\$2.45
Triple Antibiotic Ointment	CAROL MOUTHWASH TRIPLE ANTIB. 1 OZ	\$4.50	\$4.50
MN Multivitamin- no Iron	NATURAL VITAMIN 1000 NO IRON 100 CT	\$3.95	\$0.04
Tampons 1 Box	PLAYTEX TAMPONS UNSCENTED REG. 100 CT	\$5.75	\$0.29
Foot Powder	HEALTHY FEET POWDER 100% 100% 100% 100% 100% 100% 100% 100% 100% 100%	\$2.95	\$0.98
Nail Clipper (No file)	TRIM NAIL CLIPPER NO FILE	\$0.55	\$0.55
Emery Board (I)	TRIM NAIL BOARD I 1 IN	\$0.25	\$0.25
Cotton Swabs 100 CT Box	NEW DAY COTTON SWAB 100 CT	\$1.35	\$0.01
8 inch Comb	NEW WORLD SPORTS COMB 8 IN	\$0.10	\$0.10
HV Military Brush (No handle)	NEW WAVE MILITARY BRUSH NO HANDLE	\$1.55	\$1.55
SF Cough Drops	GOODSENSE COUGH DROPS 200 PK	\$2.95	\$0.12

CURRENT PRODUCTS: MISCELLANEOUS	PROPOSED PRODUCTS	PROPOSED PRICING	PRICE PER UNIT
Cocoa Butter Stick 100%	WOLFEA COCOA BUTTER STICK 100%	\$2.30	\$2.30
Search and Find	WAPPADORT PUZZLE BOOK WORD FIND	\$2.85	\$2.85
Soap Dish	AMERICAN COMB SOAP DISH W/LOG	\$0.75	\$0.75
Crosswords	WAPPADORT CROSSWORD PUZZLE	\$2.85	\$2.85
2.5 Oz. Effergrip	EFFERGIP BOTTLE CAPADHENE 2.5 OZ	\$4.95	\$1.98
(1-Roll) Roloids	ROLAIDS ANTACID STACHEN 10 TABLETS	\$1.80	\$1.80
Large Stamped Envelope	POSTAGE STAMPED ENV LARGE 10 1/2 X 11	\$0.64	\$0.64
#10 White Envelope	WHITOURCE ENV 10 WHITE	\$0.08	\$0.08
Manilla Envelope	WHITOURCE ENV 10 CLAMP 1.5 X 11.5	\$0.35	\$0.35
1 Each 1" Class Stamp	STAMP	\$0.49	\$0.49
Book of Ten Stamps	BOOK OF TEN STAMPS	\$4.90	\$4.90
8.5 x 11 Letter Pad White	TOPP PAPER SHEET RULED PAD 8.5 X 11	\$1.50	\$0.03
8.5 x 11 Letter Pad Yellow	TOPP PAPER SHEET RULED PAD 8.5 X 11	\$1.50	\$0.03
Black Security Pen	JUSTICE PACKAGING PEN SECURITY	\$0.45	\$0.45
White Sketch Pad 8.5 x 11	TOPP SKETCH PAD BLANK 8.5 X 11 SHEET	\$1.95	\$0.04
File Folder	GENERIC 10 1/2 X 15 1/2	\$0.30	\$0.03
Pocket Dictionary II	WESTER DICTONARY POCKET	\$3.50	\$3.60
Holy Bible	HOLY BIBLE	\$11.50	\$11.50
Holy Koran	AMAR PUBLICATIONS QURAN MEANING	\$27.95	\$27.95
Spanish Bible Revised	AMERICAN BIBLE SOCIETY BIBLE SPANISH	\$12.50	\$12.50
Blue Flex Pen	JUSTICE PACKAGING PEN SECURITY BLUE	\$0.45	\$0.45
Ear Bud	CPX EARBUD CPX EARBUDS 10/10/11	\$3.50	\$3.50
AAA VEA ION 3 Battery	WIND BATTERIES AAA ALK	\$0.85	\$0.85
AA Battery 1EA	WIND BATTERIES AA ALK	\$0.85	\$0.85
Clk Walkman w/Earbud #A2845 (W/R Only)	CPX WALKMAN RESEAL EA CLEAR	\$19.00	\$19.00
Aviator Playing Cards	AVIATOR PLAYING CARDS 52 CAR	\$2.35	\$2.35
Pinoodle Cards	AVIATOR PLAYING CARDS PINOODLE	\$2.35	\$2.35
Bowl	BECKER GLOBE BOWL W/100 12 OZ	\$1.35	\$1.35
Plastic Cup 22 oz.	CHURCHILL TUMBLER W/10 22 OZ	\$1.10	\$0.05
Laundry Detergent	ULTRA ALL DETERGENT POWD 10 OZ	\$0.95	\$0.48
Spring Fresh Dyer Sheets	GEN DYE SHEETS SPRING FRESH 10 CT	\$2.50	\$0.06
Birthday w/ Stamp Greeting Card KR	BIRTHDAY W/STAMP GREETING CARD	\$1.98	\$1.98
Friendship w/ Stamp Greeting Card Kit	FRIENDSHIP W/STAMP GREETING CARD	\$1.98	\$1.98
Juvenile B-Day w/ Stamp Greeting Card Kit	JUVENILE B-DAY W/STAMP GREETING	\$1.98	\$1.98
Thank You Card w/ Stamp Kit	THANK YOU CARD W/STAMP KIT	\$1.98	\$1.98
Season Greeting Card w/ Stamp	SEASON GREETING CARD W/STAMP KIT	\$1.98	\$1.98
SRF 39-FP CLR Radio w/ Earbud (W/R Only)	CPX EARBUD CPX CLEAR EARBUD	\$19.00	\$19.00
Phone Transfer \$100	PHONE TRANSFER \$1.00	\$1.00	\$1.00
Phone Transfer \$50.00	PHONE TRANSFER \$10.00	\$50.00	\$50.00





**KCN is offering a 39% commission rate to the Frederick County Adult Detention Center for all commissary and Securepak sales.**

The offered commission rate is reflective of KCN's menu pricing to the inmate population. KCN is aware of the County's desire to provide inmates with low pricing and has formulated its proposal as such; if the County wishes to increase the commission rate, KCN will be able to negotiate menu pricing upon request. The pricing enclosed in this proposal is the CURRENT COMMISSARY pricing structure, and no item pricing has been increased.

KCN has not only increased the current commissary commission rate offering to the facility, but is also proposing to match the proposed commissary commission on all sales through the Securepak ordering program. This additional source of revenue will complement the increased commissary commission rate and drive an increased return to the facility.

Please see below for KCN's estimated return to the FCADC:

<b>KCN Commissary:</b>	<b>39% Commission:</b>	<b>\$152,918</b>
<b>Securepak:</b>	<b>39% Commission:</b>	<b>\$25,564</b>
<b>Total Revenue to the facility:</b>		<b>\$178,482</b>

**Kit Proposal**

KCN will continue to provide its currently offered Hygiene and Indigent kit contents and pricing.

- Hygiene kits will continue to cost **\$2.68** per kit
- Indigent kits will cost **\$6.00** per kit.

KCN's indigent clothing packs will continue to offer the items requested by the County in various sizes. The pricing of each individual kit will vary with these sizes. KCN will not increase in price and average estimated costs will remain as follows:

- Female Clothing Summer Pack = **\$39.25**
- Female Clothing Winter Pack = **\$42.70**
- Male Clothing Summer Pack = **\$40.30**
- Female Clothing Winter Pack = **\$48.55**

Kit contents and pricing are open to negotiation upon request.



### How Commissions are Determined

Commissions will be based on the weekly adjusted gross commissary sales. Adjusted gross sales are gross sales less adjustments/credits, postage sales or other Non-commission sales.

Monthly Sales  
 Less Adjustments/Credits  
  
 Less Postage/Non-Commission Sales  
 = Adjusted Gross Sales (Commissionable Sales)  
  
 Adjusted Gross Sales (Commissionable Sales)  
 Multiplied by Percent of Commissions Offered  
 = Proceeds to the Facility

\*Adjustments are Credits from shortages/damages and released Inmates input into the KCN System

#### Sample Calculation:

Gross Sales for the Week	\$10,000
Less Adjustments/ Credits	\$100
Less Non Commission Sales	<u>\$400</u>
= Commissionable Sales	\$9,500
Commission Percent to the Facility (30%)	<b>\$3,705</b>

#### Non-Commission Products

Commissions are based on a percentage of weekly adjusted gross commissary sales. Adjusted gross sales are sales less adjustments/ Credits and Non-commission sales as illustrated below:

- Postage Sales
- Stamped Envelopes
- On-site Sale Specials
- Doctor Visits, Haircuts, Newspapers etc.
- Items not sold by Keefe Commissary Network

**This commission rate will be utilized for all commissary and Securepak sales.**



### Service Program Fees

DEPOSIT SERVICES FEE STRUCTURE				
Gross Amount Deposited	Web	Phone	Credit at Lobby	Cash
\$0.01 - \$19.99	\$2.95	\$3.95	\$4.00	\$4.00
\$20.00 - \$99.99	\$5.95	\$6.95	\$4.00	\$4.00
\$100.00 - \$199.99	\$7.95	\$8.95	\$4.00	\$4.00
\$200.00 - \$300.00	\$9.95	\$10.95	\$4.00	\$4.00

### Secure Release Fee Structure

Administrative Fees	NO PRESENT/BCA
Grace Period (days) for service fee	0
Weekly Account Maintenance	\$1.50
Monthly Account Maintenance	n/a
Paper Statement	\$3.00
Online Statement	No Fee
Card Balance Refund Fee - Paper Check	\$9.95
Inactivity Fee	n/a
Grace Period (days) for inactivity fee	n/a
Card, Materials, Initial Load & Activation	n/a
Replacement Card	n/a
<b>Spending and Getting Cash</b>	
FIN POS Purchase	No Fee
FIN POS Purchase - International	
POS Signature	No Fee
POS Signature - International	No Fee
Decline of Transaction	\$0.95
# free Decline of Transaction	1
Decline of Transaction - International	\$0.95
ATM (Money Pass) (Surcharge FREE ATM)	NO
<b>ATM</b>	\$2.95 Additional ATM surcharge fee may apply.
ATM International	\$4.95 Additional ATM surcharge fee may apply.
ATM Balance Inquiry	\$1.50
ATM Balance Inquiry International	\$1.50
Declined ATM Transaction	\$1.95
Cash Back at POS	No Fee
Card to Bank Funds Sharing	No Fee
Bank Over the Counter Withdrawal (Cash Advance)	No Fee \$1.95*
Foreign Transaction Fee	1%
<b>Customer Service</b>	
Automated Customer Service (VRI) Cost per call	\$0.50
Automated Customer Service (VRI) Number free per month	0
Live Customer Service - Cost per call	\$3.95
Live Customer Service - Number free per month	0
<b>Limits</b>	
Maximum Load	\$9,900.00
Minimum Load Amount	\$0.01

SECURE MAIL PACKAGE PRICING		
Message Package	Price of Package	Price per Message
1 Message/Photo	-	\$0.40
5 Messages/Photos	\$1.75	\$0.35
20 Messages/Photos	\$5.99	\$0.30
40 Messages/Photos	\$9.99	\$0.25

Request for Proposals #17-20a  
 Commissary and Inmate Trust  
 Fund Accounting Services

Cost Proposal  
 2017 Inmate Commissary Network

# Inmate Order

## Inmate Order Receipts

Each Inmate Order receipt is printed in duplicate and attached to the order for delivery verification and signature. Each item is listed separately with both the unit and extended price.

As an option, the receipt can begin with the inmate's beginning trust fund balance, deduct the order amount and show available fund balance at the bottom.

There is a place to note shortages and/or damages at the bottom above the signature line. One signed copy is kept by the inmate and the other retained for the facility's records.

KEEP LEAVAGE ONLY IN WORKDAYS  
TO 900 1400  
ST. LOUIS METRO AREA

NAME	TEST NUMBER	INMATE NUMBER	CELL	ORDER CODE	QUANTITY	UNIT PRICE	EXTENDED PRICE
DOUGLAS	111	11111					Beginning Balance
ORDER CODE	UNIT PRICE	EXTENDED PRICE	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE	Items Listed Separately
1	10.15	10.15	ITEM DESCRIPTION	1	10.15	10.15	
2	2.00	4.00	ITEM DESCRIPTION	2	2.00	4.00	
3	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
4	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
5	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
6	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
7	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
8	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
9	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
10	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
11	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
12	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
13	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
14	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
15	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
16	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
17	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
18	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
19	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
20	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
21	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
22	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
23	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
24	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
25	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
26	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
27	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
28	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
29	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
30	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
31	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
32	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
33	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
34	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
35	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
36	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
37	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
38	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
39	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
40	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
41	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
42	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
43	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
44	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
45	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
46	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
47	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
48	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
49	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
50	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
51	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
52	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
53	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
54	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
55	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
56	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
57	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
58	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
59	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
60	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
61	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
62	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
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64	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
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72	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
73	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
74	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
75	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
76	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
77	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
78	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
79	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
80	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
81	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
82	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
83	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
84	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
85	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
86	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
87	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
88	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
89	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
90	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
91	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
92	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
93	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
94	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
95	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
96	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
97	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
98	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
99	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
100	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
101	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
102	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
103	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
104	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
105	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
106	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
107	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
108	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
109	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
110	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
111	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
112	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
113	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
114	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
115	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
116	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
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122	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
123	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
124	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
125	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
126	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
127	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
128	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
129	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
130	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
131	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
132	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
133	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
134	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
135	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
136	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
137	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
138	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
139	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
140	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
141	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
142	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
143	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
144	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
145	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
146	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
147	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
148	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
149	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
150	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
151	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
152	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
153	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
154	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
155	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
156	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
157	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
158	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
159	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
160	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
161	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
162	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
163	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
164	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
165	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
166	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
167	1.00	1.00	ITEM DESCRIPTION	1	1.00	1.00	
168							



# Work Order Summary

Each shipment is accompanied by a Work Order Summary

The Work Order Summary shows a listing of all orders in the batch by order number, adding down to the 'order total', which reflects the amount deducted from the inmates' trust fund. From this number, sales tax charged (if applicable) and any specials or items sold are deducted, resulting in the 'invoice total' or gross total. The gross total will show at the bottom of the facility's invoice.

Inmates orders  
by Order number

FACILITY NAME		INMATE ORDER		DATE	INMATE ORDER
NO. COUNTY		ORDER NUMBER		DATE	INMATE ORDER
ADDRESS		ORDER NUMBER		DATE	INMATE ORDER
CITY STATE		ORDER NUMBER		DATE	INMATE ORDER
ORDER #	ORDER #	ORDER #	ORDER #	ORDER #	ORDER #
0001 001A	TEST ORDER A	0002 002B	TEST ORDER B	0003 003C	TEST ORDER C
0004 004D	TEST ORDER D	0005 005E	TEST ORDER E	0006 006F	TEST ORDER F
0007 007G	TEST ORDER G	0008 008H	TEST ORDER H	0009 009I	TEST ORDER I
0010 010J	TEST ORDER J	0011 011K	TEST ORDER K	0012 012L	TEST ORDER L
TOTAL ORDER TOTAL				ORDER TOTAL	60.75
LESS SALES TAX					00
LESS SPECIALS					00
INVOICE TOTAL				INVOICE TOTAL	60.75

Site specials or any items sold to the inmates, but not billed by KCN, i.e., haircuts, indigent IRS, etc

Invoice or gross total

Work Order Summary

Sample Work Order Summary

1-800-864-5986



**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

The contract term will commence on January 1, 2018 and run until December 31, 2018. Upon the sole discretion of Frederick County, this contract may be extended for four (4) additional one (1) year periods. Any renewals shall be at the same terms and conditions, including price.

**EXHIBIT "E"**  
**Insurance**

**CONTRACTORS:** Please provide this document to your insurance agent for reference when completing the Certificate of Insurance (COI). In order to be eligible to provide services to the County for this work/service, Contractors **MUST** provide a COI with the following insurance requirements prior to starting any work or service.

1. **General Liability** coverage with minimum limits of:  
\$1,000,000 per Occurrence; \$2,000,000 General Aggregate  
  
\$2,000,000 Prod/CO Aggregate  
  
General Liability policy must include **FREDERICK COUNTY, MARYLAND** as Additional Insured.
2. **Auto Liability** coverage with minimum limits of:  
\$1,000,000 Combined Single Limit or \$1,000,000 each Person  
\$1,000,000 each Accident, \$1,000,000 Property Damage
3. **Cyber Liability** coverage with minimum limit of \$1,000,000  
  
Privacy Notification Expense coverage with minimum limit of \$250,000
4. **Crime/Bond** coverage with minimum limits of:  
\$250,000 Employee Theft; \$250,000 Inside Premises; \$250,000 Outside Premises  
Must include a statement that provides Third Party coverage without a conviction clause on behalf of the **FREDERICK COUNTY, MARYLAND**.
5. **Workers' Compensation** coverage meeting all statutory requirements of the State of MD  
Employers Liability with minimum limits of:  
\$100,000 per Accident, \$100,000 per Employee; and \$500,000 per Policy

**OR**, if there are no employees, Workers' Compensation Waivers must be completed

**PLEASE NOTE THE FOLLOWING:**

1. The Certificate Holder must be:

Frederick County, Maryland  
c/o Risk Management  
12 East Church Street  
Frederick, MD 21701

2. In addition to the certificate of insurance showing additional insured status for the County, the General Liability endorsement must be provided upon request.
3. If any primary policy's limits fall short of the stated requirements, a certificate shall be provided for all any excess policies that supplement or extend these limits.
4. Required insurance is primary and non-contributory, which should be stated on the certificate of insurance.
5. Required insurance must be maintained for the duration of the contract or business relationship.
6. If applicable, the Contractor shall assure that all subcontractors and independent contractors performing services for the County carry identical insurance coverage as required of the contract, either individually or as an Additional Insured on the policies of the

Contractor. Exceptions may be made only with the approval of the County.

7. Contractor shall indemnify Frederick County, Maryland for any uninsured losses relating to contractual services involving subcontractors, including workers' compensation claims and the cost of defense.
8. The Contractor shall not commence work for Frederick County, Maryland until evidence of all required coverage is approved by
9. the Risk Management Department.
10. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
11. The Contractor will not hold Frederick County, Maryland liable for any injuries to the employees, servants, agents, subcontractors or assignees of the contract arising out of or during the course of services relating to this agreement.
12. The providing of any insurance required herein does not relieve the Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded or for which the Contractor may be liable by law or otherwise. Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor.
13. All of the above coverages must be written by a carrier with a minimum A.M. Best rating of A- or better AND a financial size classification of VI or higher. All insurance policies must also be underwritten by companies licensed to do business in the State of Maryland and all certificates must include an authorized signature.