




Supplemental Ordering Period – Food Products Only	
December 5, 2014	Approval of Product List and Solicitation literature by the Department
January 5-30, 2015	Solicitation of Orders
February 9, 2015	Numerical Manifest by institution to check location of inmates
February 23-27, 2015	Delivery Period
March 2-6, 2015	Re-route of orders due to last minute transfers
March 16, 2015	Refunds to families/friends, if applicable
March 30, 2015	Commission Check due to the Department

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the date on which it is signed by both parties.


IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

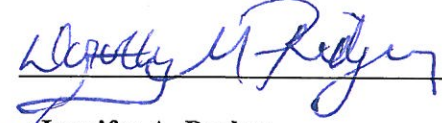
**CONTRACTOR:**  
**KEEFE COMMISSARY NETWORK, LLC.**

SIGNED BY:   
 NAME: Martin Jennen  
 TITLE: VP  
 DATE: 11-25-14  
 FEID #: 43-1856999

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

SIGNED BY:   
 NAME: **Michael D. Crews**  
 TITLE: **Secretary  
Department of Corrections**  
 DATE: 5 DEC 14

SIGNED BY:   
 NAME: **Jennifer A. Parker**  
 TITLE: **General Counsel  
Department of Corrections**  
 DATE: 12/4/14

**CONTRACT BETWEEN**  
**THE DEPARTMENT OF CORRECTIONS**  
**AND**  
**KEEFE COMMISSARY NETWORK, LLC**

This Contract is between the Florida Department of Corrections ("Department") and Keefe Commissary Network, LLC ("Contractor") which are the parties hereto.

**WITNESSETH**

Whereas, the Department is responsible for the inmates and for the operation of, and supervisory and protective care, custody and control of, all buildings, grounds, property and matters connected with the correctional system in accordance with Section 945.04, Florida Statutes;

Whereas, this Contract is entered into pursuant to ITB-13-016, authorized pursuant to Section 287.057 (1)(a), Florida Statutes; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide statewide Food and Property Package Program services to the Department's Correctional Facilities.

Therefore, in consideration of the mutual benefits to be derived hereby, the Department and the Contractor do hereby agree as follows:

**I. CONTRACT TERM AND RENEWAL**

A. Contract Term

This Contract shall begin on September 15, 2014, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on September 14, 2017. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its initial term.

B. Contract Renewal

The Department has the option to renew this Contract in accordance with PUR1000 #26, upon the same terms and conditions contained herein. Exercise of the renewal option is at the Department's sole discretion and shall be conditioned, at a minimum, on the Contractor's performance of this Contract and subject to the availability of funds. The Department, if it desires to exercise its renewal option, will provide written notice to the Contractor no later than ninety (90) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the Department choose to renew this Contract.

**II. SCOPE OF SERVICE****A. General Description of Services**

The Contractor shall provide statewide Food and Property Package Program services to the Department's correctional facilities located throughout the State of Florida, as listed in Attachment 1, Facility List. The Contractor shall provide the program via a website capable of handling credit/debit card orders and a toll-free customer service number for family/friend inquiries, to check the status of an order, and to resolve complaints. Services shall meet or exceed the minimum requirements outlined in this Contract. The Contractor shall provide the products semi-annually from the Department-approved Master Food and Property Program List, as listed in Attachment 2 and shall be responsible for order solicitation, collection of funds, and packaging and delivery of all orders to the Department's facilities. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department. The Contractor shall act in good faith in the performance of all Contract provisions.

**B. Rules, Regulations and Governance**

1. The Contractor shall provide all services in accordance with all applicable federal and state laws, rules and regulations, and Department of Corrections' rules and procedures and the Department's Security Requirements for Contractors (Attachment 3). All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Contract. The Contractor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such rules and regulations.
2. The Contractor shall ensure that all Contractor's staff providing services under this Contract complies with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.
3. Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of this Contract, the updated version will take precedence.
4. The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site and a copy submitted to the Contract Manager or designee upon request.
5. The Contractor may enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. The Contractor shall ensure that all subcontractor agreements are approved in advance by the Department's Contract Manager and shall contain provisions requiring the subcontractor to comply with all applicable terms and conditions of this Contract.
6. The Contractor agrees to modify its service delivery, including addition or expansion of the food and property package program services in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement or consent order or change in the Department's mission. Any changes in the scope of services (with the exception of additions/deletions pursuant to

Section II., D., 2.) required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, will be made in accordance with Section V., Contract Modifications.

C. Communications

1. Contract communications shall be in three forms: routine, informal and formal. For the purposes of the Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt. (Use of email is acceptable).

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt.

Formal: The same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, imposition of liquidated damages, or termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

2. The Contractor shall respond to Informal and Formal communications in writing, transmitted by facsimile and/or email, with follow-up by hard copy mail.
3. A date/numbering system shall be utilized for tracking of all formal communications.
4. The only personnel authorized to use formal Contract communications are the Department's Contract Manager, Contract Administrator, and the Contractor's CEO or Project Manager. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) calendar days of execution of this Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.
5. In addition to the personnel named under Formal Contract Communications, personnel authorized to use Informal Contract Communications include any other persons so designated in writing by the parties.
6. In addition to the contract communications noted in this section, if there is an urgent administrative problem, the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty-eight (48) hours. The Contractor or Contractor's designee at each institution shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) working days of receipt of the request.

D. Delivery Locations and Addition/Deletion of Locations and Items

1. Institutions/Facility Locations: The facilities to be included under this Contract are indicated in Attachment 1.
2. Add/Delete Institutions/Facilities/Food and Property: The Department reserves the right to add or delete institutions, facilities or the items included in the Food and Property Package Program List (See Attachment 2) under this Contract upon thirty (30) calendar days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

E. Contractor Responsibilities for the Food and Property Package Program

1. Placing Orders

- a. Orders for food and property packages may be placed by inmate family and friends. Inmate family members or friends will place the order for the inmate by mail, fax, phone, or internet. The inmate family member or friend is also responsible for making payment with either an acceptable credit card or money order.
- b. The Department will not be responsible for placing any orders or making any payments.
- c. In order to enforce spending limitations, the Contractor shall provide an online interface to enter and document orders electronically via URLs that can be accessed via the Department's webpage.
- d. All orders shall be filled and packed at the Contractor's secure warehouse and sealed with a pre-printed tamper evident tape.
- e. The Contractor shall notify friends and family prior to ordering, orders should not exceed the property limitations established in 33-602.201, F.A.C. titled Inmate Property.
- f. During the ordering period, the Contractor shall use the inmate's current custody level that is provided by the Department, on a nightly basis, using File Transfer protocol (FTP) technology, to determine the inmate's eligibility for the program.
- g. During the ordering period, the Contractor shall track and ensure orders placed by family and friends do not exceed the established \$100.00 threshold.

2. Minimum/Maximum Order

- a. Individual orders shall be for a minimum of \$15.00.
- b. The Contractor may process orders up to a \$100 threshold. Under no circumstances shall the total order amount per inmate exceed the \$100.00 threshold established by the Department, excluding applicable county sales tax and shipping/handling fee, and regardless of the number of packages they receive. However, during the ordering period, if the \$100.00 threshold is exceeded, the Contractors will be responsible for refunding all orders in excess of this threshold.

- c. Multiple orders may be processed per inmate.
- d. Inmates may receive orders from multiple Contractors.

The Department reserves the right to increase/reduce spending limitations to adjust to security/institutional requirements over the course of the Contract period.

3. Product List, Pricing and Order Forms

- a. Attachment 2 of this Contract (Revised April 8, 2014) provides a list of approved items, and item brands the Department has identified for the Food and Property package program.
- b. The Contractor may submit recommendations for additions/deletions of items for the Department-Approved Food and Property Package Program List on a semi-annual basis. Written justification must be included for all recommendations and the Contractor shall indicate whether the item(s) meet or do not meet religious or dietary restrictions (e.g. Kosher, Vegan, or other dietary restrictions identified by the Department) and shall indicate if taxable or non-taxable. The Contractor shall provide an item description (including brand name and portion size, if applicable) and quantity or packaging information (i.e. number of items in a pack, etc.). The Contract Manager will forward the request to the Department's Review Team who will review the request and make their written recommendations to the Secretary or her/his designee. A revised Department-Approved Food and Property Package Program List will be provided to the Contractor within thirty (30) calendar days of approval by the Secretary or her/his designee. The Department reserves the right to approve or deny any such request based upon the best interests of the state of Florida and the Department and in keeping with security and other operational requirements.
- c. The Contractor shall supply all order forms and posters necessary to cover the needs of the inmate population at each location a minimum of two (2) weeks prior to placing orders. All order forms and posters shall be submitted to the Contract Manager for prior approval.
- d. The Department's final Master Food and Property Package Program list will include Department-approved items and established fixed pricing for all items. The Contractor shall make all items contained on the final Master Food and Property Package Program List available for purchase at the price(s) indicated. These prices shall be maintained by the Contractor unless approved in writing by the Department's Contract Manager.

The Contractor may request price increases for individual products as identified on the Food and Property Package Program List by submitting a letter to the Contract Manager at least ninety (90) days prior to the annual anniversary date of this Contract. If the Contractor fails to timely submit a price increase letter to the Contract Manager by the required date, price increases will not be entertained by the Department until the following year's anniversary date. Price increase requests may only be submitted once a year.

The request for price increases must include written justification for the increase. The requested increase shall not exceed ten percent (10%) of the then-current selling price of the item for which a price increase is sought. Any price increase that result

in the price of a product exceeding the fair market price will be denied, regardless of the percentage of increase requested. The Department will have the sole discretion to determine what percentage increase, if any will be allowed. The Department will have the option of: approving the requested percentage; approving an increase but at a lower percentage than requested; or denying the request entirely for any or all items for which a price increase is requested.

Price reduction changes shall also be made by letter and may be submitted at any time by Contractor to the Contract Manager. Price reductions will not become effective until approved in writing by the Contract Manager and/or Canteen Review Team.

4. Advertising, Packaging and Shipping

- a. The Contractor may advertise the program at Department facilities by providing brochures to be distributed to the inmate population approximately 30 days before the ordering period (see Section II., F. for timelines). Contractor may also place posters at the Visiting Parks for inmates' relatives and friends to become aware of the program during visitation day. Program advertisement shall be limited to brochures, posters and forms distributed to the inmate population.
- b. The Contract Manager's approval is required prior to distribution of any brochure, poster or form. Submission for approval will be in accordance with Section II., F.
- c. The Contractor shall have no direct physical contact with the inmates at any time.
- d. The Contractor shall provide each institution with a numerical manifest for each shipment to each location listing the inmate's DC number, last name, first name and location for all orders included in that shipment at least 2 weeks prior to delivery. The manifest must be sorted in numerical sequence by inmate number and by location.
- e. All shipments must be sealed in a clear perforated poly bag, or other container that has been approved in writing by the Contract Manager.
- f. Packages must be clearly labeled with the inmate DC number, last name, first name and location.
- g. Packages must contain a pick-up ticket reflecting all items contained within.

5. Order Processing Requirements

- a. The Contractor shall process orders, enforce item restrictions, limitation of product and quantity ordered, and impose any additional restrictions requested.
- b. The Contractor shall also be able to enact and enforce spending limitations, frequency of orders, and inmate status limitations. In order to enforce spending limitations, the Contractor shall provide an on-line interface to enter and document orders electronically via URLs that can be accessed via the Department's webpage.
- c. The Contractor shall provide each institution an Order Summary including a list of all inmates that have had an order placed for the designated ordering period no less



than 2 weeks before the delivery date. The individual institutions will verify that the inmate eligibility, location and housing assignment are valid and provide the correct information if necessary. The Contractor shall be responsible for correcting any shipping due to inmate reassignment prior to shipping of those orders.

- d. The Contractor shall process all packages using a blind fill picking process. The process shall include the following:
    - 1) Contractor must restrict knowledge of identities of both package recipients and purchasers from staff responsible for assembling packages.
    - 2) Contractor staff that are responsible for receiving orders, assigning order numbers and/or secure numerical identifiers for shipping security shall not be allowed to assemble packages.
  - e. The Contractor's packaging and shipping areas must be monitored by closed circuit television (CCTV). Video tapes or other medium providing a record of activities in packaging and shipping areas must be maintained for a minimum of 30 days. All recordings must provide a date and time stamp and the ability to identify Contractor staff.
  - f. The Contractor must provide name and identification information and past criminal history of all staff on demand. A current driver's license will be accepted as valid identification.
  - g. The Contractor shall allow inspections of facilities and merchandise by Department personnel without notice.
6. Shipment and Delivery of Orders
- a. All orders may include shipping and handling fee; however, this fee shall not exceed \$5.00 per order.
  - b. The Contractor shall use a common carrier and/or Contractor-owned/leased vehicles to ship directly to the individual institutions.
  - c. Each shipment shall be presorted so that orders are shipped per one (1) housing location only. Multiple shipments may be made for a specific housing location, but should be clearly sorted by housing assignments. In the event a housing assignment has very few orders (5 or less), a single shipment may be used for multiple housing locations but orders must be labeled and organized in a manner that makes the housing location destination easily identified.
  - d. Delivery is to be coordinated with each facility and should be shipped all at one time unless the facility has requested otherwise.
  - e. The Contractor is responsible for contacting each facility and coordinating the shipment with the appropriate personnel.
  - f. Delivery shall be made at no cost to the Department. In the event the inmate has been reassigned to another institution, the Contractor will be responsible for reshipping the package to the correct location.
  - g. All orders will be delivered and inventoried within the presence of the institution designated employee(s).

- h. Without exceptions, inmates will review the contents of their order and sign the pick-up ticket before leaving the distribution area.
  - i. The Contractor shall provide 2-part carbonless forms for the inmates use in the event that there is a shortage and/or damaged merchandise is received. The inmate will complete the form and the designated Department staff member will verify the discrepancy and initial the form. The Department staff member will keep the original form and forward to the Contractor. The copy will be provided to the inmate.
  - j. The Contractor will provide the institution a self-addressed, stamped envelope for mailing discrepancies and/or complaints.
  - k. The Contractor must ship damaged or replacement merchandise within 72 hours of notification, at the Contractor’s expense.
7. Customer Service

The Contractor shall establish a toll free number to answer customer questions and to track the orders from inmates’ family and friends. The toll free number should be placed on all forms, posters, brochures, and online websites the Contractor maintains in support of this program.

**F. Timeline of Tasks and Ordering Schedule**

The ordering schedule/timeline for the first year of the Contract will be as follows, with subsequent years following closely to the same timeline. Each year’s ordering schedule will be provided to the Contractor by the Contract Manager or designee:

<b>Fall/Winter Ordering Period</b>	
Sept. 22, 2014	Approval of Product List and Program advertisement literature by the Department
October 6, 2014	Solicitation of Orders
November 7, 2014	Numerical Manifest by institution to check location of inmates
December 1-5, 2014	Delivery Period
December 8-12, 2014	Re-route of orders due to last minute transfers
December 22, 2014	Refunds to families/friends if applicable
January 5, 2015	Commission check due to the Department
<b>Spring/Summer Ordering Period</b>	
April 6, 2015	Approval of Product List and Solicitation literature by the Department
May 4, 2015	Solicitation of Orders
June 1, 2015	Numerical Manifest by institution to check location of inmates
June 15-19, 2015	Delivery Period
June 22-26, 2015	Re-route of orders due to last minute transfers
July 7, 2015	Refunds to families/friends, if applicable
July 20, 2015	Commission check due to the Department

G. Contractor's Staff Requirements

1. General Administrative Requirements

The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is highly trained and qualified. Additionally, the Contractor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, DC staff, and the community if required to support the Contract.

- a. The Contractor or Contractor's staff shall comply with the Department's security guidelines (Attachment 3) on institutional and facility security policies. Violations of these rules could result in termination of this Contract. The Contractor shall contact, within ten (10) calendar days of execution of this Contract, the institution(s) or facility(ies), within each region for which this Contract was awarded, to obtain a copy of any specific institutional or facility rules.
- b. The Contractor shall NOT provide individuals possessing "temporary work visas" to fill positions under this scope of services.
- c. All Contractor/subcontractor staff providing services under this Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Department staff and inmates.
- d. The Contractor staff shall be subject to searches of their person or their vehicle or searches of equipment and/or products at any time. The Contractor must permit inspection of their vehicles and search of contract employees and representatives, and their personal possessions before being admitted or leaving state property. Violation of Department of Corrections' Rule 33.602.203 Control of Contraband, Florida Administrative Code, and as defined in Section 944.47, Florida Statutes, is a felony and is punishable as provided by same.
- e. Security procedures at any correctional institution or facility are stringent and necessary. This includes security screening when entering and exiting the institution or facility and may include a thorough inventory of tools and materials. The Contractor shall provide the institutional staff with a tool inventory sheet upon signing-in. No additional compensation will be made for time involved in adhering to security requirements.

2. Contractor Key Staff Administrative Positions and Responsibilities

The Contractor shall provide the following minimum key administrative staff positions in support of this Contract:

- a) Chief Executive Officer (or equivalent title) - The Chief Executive Officer is the highest-ranking officer in the Contractor's company or organization. The CEO should have a minimum of two (2) years experience as CEO or comparable position.
- b) Administrative Project Manager for Food and Property Package Program Operation Services (or equivalent title) - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual should have a minimum of two (2) years experience within the last five (5)

years at a management level, providing direct administrative oversight of food and property package program services or services similar to the services outlined herein.

3. Staff Conduct and Safety Requirements

When providing services to the inmate population or in a correctional setting, the Contractor's staff shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

In addition, the Contractor shall ensure that all staff adheres to the following requirements:

- a. The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.
- b. The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- c. The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- d. The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- e. The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- f. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- g. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

4. Staff Background/Criminal Records Checks

- a. The Contractors' staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, prior to commencing services upon institution property, and upon request at any time, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.
- b. The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- c. The Contractor shall obtain a Level II background screening (which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI)), and results must be submitted to the Department prior to any current or new Contractor staff being hired or assigned to work under the Contract. The Contractor shall bear all costs associated with this background screening.
- d. No person who has been barred from any Department institution or other facility shall provide services under this Contract.
- e. The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraint, has contact with or access to any records of Department of Corrections' inmates sentenced to sites included under this Contract.
- f. The Contractor shall disclose any business or personal relationship a Contractor staff person, officer, agent or potential hiree may have with anyone presently incarcerated or under the supervision of the Department.
- g. The Contractor shall immediately report any new arrest, criminal charges or convictions of a current employee under this Contract.

h. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

5. Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in this Contract is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties pursuant to the Contract, within Florida; and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/e-verify>) Additionally, the Contractor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform work or provide services pursuant to this Contract with the Department.

6. TB Screening/Testing

The Contractor shall ensure Contractor's staff performing services under this Contract at institutional sites is screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis Screening and Control Program. The Contractor shall provide the institutional Senior Registered Nurse Supervisor with proof of testing prior to the start of service delivery by the staff member and annually thereafter. The Contractor shall be responsible for obtaining the TB screening/testing. The Contractor shall bear all costs associated with the TB screening/testing for their staff or subcontractor staff.

H. General Reporting Requirements

The Contractor shall provide the following general reports to the Department, as delineated below in an approved format approved by the Contract Manager or designee.

1. Reports

- a. Numerical Shipment Manifest – The Contractor shall provide the shipment manifest to each institution, at least two (2) weeks before delivery, as required in Section II., E., 4., d.
- b. Order Summary - The Contractor shall provide an Order Summary to each institution at least two (2) weeks before delivery, as required in Section II., E., 5., c.

- c. Commission Rate Report – The Contractor shall provide a commission report, in an excel format, to the Department’s Contract Manager within 30 days after the end of the delivery period of food and property packages, and with commission payments. The report shall provide the following information in separate columns:
- 1) Inmate DC#
  - 2) Inmate Last Name
  - 3) Inmate First Name
  - 4) Middle Initial
  - 5) Facility Location
  - 6) First name of friend/family member placing the order
  - 7) Last name of friend/family member placing the order
  - 8) Street Address
  - 9) City
  - 10) County
  - 11) State
  - 12) Zip
  - 13) Order #
  - 14) Date order was placed
  - 15) Date order was shipped
  - 16) Date order was delivered
  - 17) Order Amount
  - 18) Refund Amount
  - 19) Sales Tax
  - 20) Shipping and Handling Fee
  - 21) Total Commission Due

I. Performance Measures

The Department has developed the following Performance Measure categories which shall be used to measure Contractor’s performance and delivery of services:

1. Performance Outcomes and Standards; and
2. Other Contract Requirements.

A description of each of the Performance Measure categories is described below:

a. Performance Outcomes and Standards

Listed below are the key Performance Outcomes and Standards deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met. All performance outcomes and standards shall be measured semi-annually.

1) Timely Delivery

**Outcome:** All food and product orders will be delivered within the approved delivery schedule as listed in Section II., F., Timeline of Tasks and Ordering Schedule for each facility.

**Measure:** The timely delivery rate will be calculated by dividing the number of deliveries received during the approved delivery schedule by the total number of deliveries ordered. Late deliveries caused by

circumstances beyond the control of the Contractor (i.e. Lockdowns, etc.) may be excluded from both the numerator and the denominator of this equation. The determination of the excusable delay will be at the sole discretion of the Contract Manager.

**Standard:** Achievement of outcome must meet or exceed ninety-five percent (95%) of deliveries at each institution/facilities.

2) Fill Rate

**Outcome:** All orders are expected to be filled with one hundred percent (100%) of all items on package orders being delivered at each facility.

**Measure:** The fill rate will be calculated by dividing the number of packages received that were 100% filled and correct at each facility during the approved delivery schedule by the number of packages ordered for the facility.

**Standard:** The Contractor shall maintain a fill-rate per facility of ninety five percent (95%) or better.

The Contractor acknowledges and agrees that its performance under the Contract shall meet the standards set forth above.

b. Other Contract Requirements

**Measure:** The Department will monitor the Contractor's performance on a semi-annual basis to ensure maximum compliance with other contract requirements including, but not limited to, the following:

- 1) Terms and Conditions of the Contract not involving delivery of services listed above.
- 2) Accuracy, thoroughness, and timely submission of commission and supporting documentation/reports as outlined in Section II., H., General Reporting Requirements and
- 3) Compliance with the Department-approved product list and Contractor's advertisement literature.

**Standard:** The Contractor shall achieve 100% compliance with all requirements after the time frames allowed for corrective action on identified deficiencies.

J. Monitoring Methodology

The Department's Contract Manager or designee for contract monitoring will monitor the Contractor's performance and service delivery on a semi-annual basis to determine if the Contractor has achieved the required level of performance outlined in Section II., I., Performance Measures.

If the Department determines that the Contractor has failed a Performance Outcome and Standard or Other Contract Requirement, the Contractor will be sent a copy of the monitoring report notating the deficiency. Within ten (10) business days of receipt of the Department's monitoring report, the Contractor shall provide a formal Corrective Action



Plan (CAP) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. The Contract Manager or designee for contract monitoring may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP. **NOTE: Approval of the Contractor's corrective action plan does not negate the fact that liquidated damages will be imposed in accordance with Section II., K., Liquidated Damages.**

K. Liquidated Damages

The Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law.

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages assessed accompanied by detail sufficient for justification of assessment.

If the Contractor fails to meet the Performance Outcomes and Standards, the Department will impose Liquidated Damages as indicated below:

1. For failure to comply with Section II., I., a., 1), the Department will impose two hundred and fifty dollars (\$250.00) for each day the delivery is late for each institution that is below the performance standard.
2. For failure to comply with Section II., I., a., 2), the Department will impose two hundred and fifty dollars (\$250.00) where the Contractor fails to deliver all items on packages ordered for each institution that is below this performance standard.
3. For failure to comply with Section II., I., b., 1), the Department will impose two hundred and fifty dollars (\$250.00) for each instance that is below this performance standard.
4. For failure to comply with Section II., I., b., 2), the Department will impose five hundred dollars (\$500.00) for each instance that is below this performance standard.
5. For failure to comply with Section II., I., b., 3), the Department will impose five hundred dollars (\$500.00) for each instance that is below this performance standard.

When Liquidated Damages are assessed, the Contractor shall forward a cashier's check, money order, or company check to the Contract Manager, payable to the Department in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due.

L. Deliverables

The following services or service tasks are identified as deliverables for the purposes of this Contract:

1. Timely submission of commission payments;
2. Food and property orders delivered as ordered; and
3. Food and property orders delivered timely (within the approved schedule).

**III. COMPENSATION**

A. Commission Payments to the Department

The Contractor will compensate the Department at the Commission Rate of 21% based on the Contractors gross sales during the ordering period, less applicable sales tax, shipping/handling fees and refunds. Payment shall be made within thirty (30) days after the end of the delivery period of the food and property packages.

Payments shall be submitted with the Commission Report as described in Section II., H., 1., c.

B. MyFloridaMarketPlace Transaction Fee

Payments to be made under this Contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032, Florida Administrative Code (F.A.C).

C. Contractor Payment Submission

The Contractor agrees to submit payment with in thirty (30) days after the end of the delivery period of the food and property packages. Payment shall be due and tendered to the Department by Electronic Funds Transfer (EFT) to a specified Department account.

The name and address of the official payee to whom payment shall be made is as follows:

Department of Corrections  
Bureau of Finance and Accounting  
Post Office Box # 13600  
Centerville Station  
Tallahassee, Florida 32317-3600

D. Vendor Substitute W-9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridaacfo.com> by March 31, 2012. Forms can be found at: <http://www.myfloridacfo.com/aadir/docs/SubstituteFormW-9-03-21-11.pdf> Frequently asked questions/answers related to this requirement can be found at: <http://www.myfloridacfo.com/aadir/docs/VendorFAQPosted090310.pdf>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or [FLW9@myfloridaacfo.com](mailto:FLW9@myfloridaacfo.com).

E. Travel Expenses

The Department shall not be responsible for the payment of any travel expense for the Contractor that occurs as a result of this Contract.

F. Contractor's Expenses

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under this Contract.

**IV. CONTRACT MANAGEMENT**

**A. Department's Contract Manager**

The Contract Manager for this Contract will be:

Shane Phillips  
Operations Manager  
Florida Department of Corrections  
Bureau of Contract Management and Monitoring  
501 S. Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3957  
Fax: (850) 488-7189  
Email: [phillips.shane@mail.dc.state.fl.us](mailto:phillips.shane@mail.dc.state.fl.us)

The Contract Manager will perform the following functions:

1. Maintain a Contract Management file;
2. Serve as the liaison between the Department and the Contractor;
3. Verify receipt of deliverables from the Contractor;
4. Monitor the Contractor's progress;
5. Evaluate the Contractor's performance;
6. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract;
7. Review, verify, and approve invoices from the Contractor; and
8. Evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinator:

1. Verify receipt of deliverables from the Contractor;
2. Monitor the Contractor's performance;
3. Review, verify, and approve invoices from the Contractor; and
4. E-mail the Contract Manager any documentation required relating to the service.

The Local Contract Coordinator for this Contract will be:

Debbie Burch  
Government Operation Consultant II  
Florida Department of Corrections  
Bureau of Contract Management and Monitoring  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3898  
Fax: (850) 488-7189  
Email: [burch.debbie@mail.dc.state.fl.us](mailto:burch.debbie@mail.dc.state.fl.us)

**B. Department's Contract Administrator**

The Contract Administrator for this Contract will be:

Operations Manager, Contract Administration  
Bureau of Contract Management and Monitoring  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Telephone: (850) 717-3681

The Contract Administrator will perform the following functions:

1. Maintain the official Contract Administration file;
2. Process all Contract amendments, renewals, and termination of the Contract; and
3. Maintain the official records of all formal correspondence between the Department and the Contractor provided by the Contract Manager for filing in the Contract Administration file.

C. Contractor's Representative

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract is:

Martin Jennen, Vice President  
Keefe Commissary Network, LLC  
10880 Linpage Place  
Saint Louis, MO 63132  
Telephone: (314) 919-4114  
Fax: (314) 919-4111  
Email: [mjennen@keefegroup.com](mailto:mjennen@keefegroup.com)

D. Contract Management Changes

After execution of this Contract, any changes in the information contained in Section IV., Contract Management, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record. The Contract Manager is responsible for ensuring a copy is provided to the Contract Administrator.

V. **CONTRACT MODIFICATION**

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section III., C., Invoice Submission and Section IV., CONTRACT MANAGEMENT, shall be valid only through execution of a formal Contract amendment.

1. Department Required Scope Changes

During the term of the Contract, the Department may unilaterally require, by written notice, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Department may make an equitable adjustment, (i.e. increase or decrease in rate, reimbursement for costs, etc.) if the change affects the cost or service delivery. The Contractor will be required to expeditiously execute an amendment to effect such changes, which execution shall not be unreasonably withheld. The Department shall endeavor to provide written notice to the Contractor thirty (30) days in advance of any Department-required changes to the technical specifications and/or scope of services that affect the Contractor's ability to provide the services as specified herein.

2. Other Requested Changes

State or federal laws, rules and regulations or Department rules and regulations may change. Such changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes.

Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Director of Budget and Financial Management shall determine, based upon the changes made to the scope of services, what the resultant change in compensation should be.

**VI. TERMINATION**

A. Termination at Will

The Contract may be terminated by the Contractor upon no less than one hundred twenty (120) calendar days' notice and upon no less than ninety (90) calendar days by the Department, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

B. Termination for Cause

If a breach of the Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

C. Termination for Unauthorized Employment

Violation of the provisions of Section 274A of the Immigration and Nationality Act shall be grounds for unilateral cancellation of the Contract.

D. Contract Termination Requirements

If, at any time, the Contract is canceled, terminated or otherwise expires, the Contractor has the affirmative obligation to assist in the smooth transition of Contract services to the subsequent Contractor (or to the Department). This includes, but is not limited to, the timely provision of all contract-related documents and information, not otherwise protected from disclosure by law to the replacing party. At the end of the term of the contract, the

Contractor shall be provided thirty (30) days to remove its furnishings, fixtures and equipment, all at the Contractor's expense.

## VII. CONDITIONS

### A. Records

#### 1. Public Records Law

The Contractor agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the contracted services; (b) allow public access to records in accordance with the provisions of Chapter 119 and 945.10, Florida Statutes; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining public records and transfer to the Department, at no cost, all public records in the Contractor's possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the Department's information technology systems. The Contractor's failure to comply with this provision shall constitute sufficient cause for termination of the Contract.

#### 2. Audit Records

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract.

#### 3. Retention of Records

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract for a period of five (5) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract. Copies of all records and documents shall be made available for the Department upon request. All documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in Section IV., C., Contractor's Representative, for the duration of this Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records

pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

B. State Objectives

Within thirty (30) calendar days following award of the contract, the Contractor shall submit plans addressing each of the State's objectives listed below, to the extent applicable to the items/services covered by the Contract.

(Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Procurement and Supply, Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified.)

1. Diversity in Contracting: The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, and service-disabled veteran business enterprises in the economic life of the state. The State of Florida Mentor Protégé Program connects minority-, women-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915.

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and service-disabled veteran business enterprises participate in the state's procurement process as both Contractors and sub- contractors in this Contract. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this Contract.

The Contractor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran business enterprises

Information on Certified -Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity [http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority/service-disabled veteran vendor utilized during the period, commodities and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of this contract.

2. Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.
  
3. Prison Rehabilitative Industries and Diversified Enterprises, Inc. ("PRIDE"): The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRIDE, identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Subsections 946.515(2) and (4), Florida Statutes. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of this Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained by contacting PRIDE.
  
4. Products Available from the Blind or Other Handicapped (RESPECT): The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

C. Prison Rape Elimination Act (PREA)

The Contractor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Contractor will also comply with all Department policies and procedures that relate to PREA.

D. Procurement of Materials with Recycled Content

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Sections 403.7065, Florida Statutes.

E. Sponsorship

If the Contractor is a nongovernmental organization which sponsors a program financed partially by State funds, including any funds obtained through this Contract, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by Keefe Commissary Network, LLC and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.



F. Employment of Department Personnel

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of the Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

G. Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of the Contract.

H. Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

I. Indemnification

NOTE: This section is not applicable to contracts executed between state agencies or subdivisions, as defined in Section 768.28, Florida Statutes.

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the operations of the Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

J. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

K. Independent Contractor Status

The Contractor shall be considered an independent Contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any

control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this Contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

L. Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Contract Manager Director. The Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

M. Copyrights, Right to Data, Patents and Royalties

Where activities supported by this Contract produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same will vest in the State of Florida, Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to this Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under this Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the State of Florida, Department of State, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it noninfringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

N. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under this Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (1/2) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

O. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under the Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

P. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

Q. Severability

The invalidity or unenforceability of any particular provision of the Contract shall not affect the other provisions hereof and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, so long as the material purposes of the Contract can still be determined and effectuated.

R. Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial branch, or a State agency.

S. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any Department employee. Only those communications that are in writing

from the Department's staff identified in Section IV., Contract Management, of this Contract shall be considered a duly authorized expression on behalf of the Department. Only communications from the Contractor's representative identified in Section IV., C., which are in writing and signed, will be recognized by the Department as duly authorized expressions on behalf of the Contractor.

T. Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. No officer, agent, or employee of the Department shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for, or on behalf of, the Department.

U. Department of State Licensing Requirements

All entities defined under Chapters 607, 617 or 620, Florida Statutes, seeking to do business with the Department, shall be on file and in good standing with the State of Florida, Department of State.

V. MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

W. Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

X. Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid or proposal to provide goods or services to a public entity, may not submit a bid or proposal with a public entity for the construction or repair of a public building or public work, may not submit bids or proposals on leases of real property to a public entity, may not perform work as a Contractor, supplier, subcontractor or consultant under a Contract with any public entity and may not transact business with any public entity.

Y. Scrutinized Companies Lists

Pursuant to Chapter 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not bid on,

submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

In executing this contract and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. Pursuant to section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Z. Governing Law and Venue

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

AA. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or Attachment attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

BB. Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements outlined in this Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed under this Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public which is serviced by the Department, either directly or indirectly, through these services.

CC. Cooperative Purchasing

Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Contractor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16) (a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and any attachments or exhibits if included, *ITB #13-DC-016*, contain all the terms and conditions agreed upon by the parties. In the event of any conflict in language among these documents, the Department's Contract will govern.

IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

**CONTRACTOR:  
KEEFE COMMISSARY NETWORK, LLC**

SIGNED BY: *Martin Jenner*  
NAME: MARTIN Jenner  
TITLE: Vice President  
DATE: 9-3-14  
FEID #: 43-1856999

**DEPARTMENT OF CORRECTIONS**

Approved as to form and legality,  
subject to execution.

SIGNED BY: *Michael D. Crews*  
NAME: Michael D. Crews  
TITLE: Secretary  
Department of Corrections  
DATE: 8/5/14

SIGNED BY: *Jennifer A. Parker*  
NAME: Jennifer A. Parker  
TITLE: General Counsel  
Department of Corrections  
DATE: 9/4/14

**FACILITY LIST**

**MAJOR INSTITUTIONS**

*\* Indicates a work camp adjacent to an institution.*

<i>Region I</i>	
<b>Apalachee Correctional Institution East</b> 35 Apalachee Drive Sneads, Florida 32460-4166	<b>Apalachee Correctional Institution West</b> 52 West Unit Drive Sneads Florida 32460-4165
<b>* Calhoun Correctional Institution</b> 19562 SE Institution Drive Blountstown, Florida 32424-5156	<b>* Century Correctional Institution</b> 400 Tedder Road Century, Florida 32535-3659
<b>*Franklin Correctional Institution</b> 1760 Highway 67 North Carrabelle, Florida 32322	<b>Gadsden Reentry Center</b> 26380 Blue Star Highway Havana, FL 32333
<b>Gulf Correctional Institution</b> 500 Ike Steele Road Wewahitchka, Florida 32465-0010	<b>*Gulf Correctional Institution Annex</b> 699 Ike Steel Road Wewahitchka, Florida 32465
<b>* Holmes Correctional Institution</b> 3142 Thomas Drive Bonifay, Florida 32425-0190	<b>* Jackson Correctional Institution</b> 5563 10th Street Malone, Florida 32445-3144
<b>Jefferson Correctional Institution</b> 1050 Big Joe Road Monticello, Florida 32344-0430	<b>* Liberty Correctional Institution</b> 11064 N.W. Dempsey Barron Road Bristol, Florida 32321-9711
<b>Northwest Florida Reception Center</b> 4455 Sam Mitchell Drive Chipley, Florida 32428-3597	<b>Northwest Florida Reception Center Annex</b> 4455 Sam Mitchell Drive Chipley, Florida 32428-3597
<b>* Okaloosa Correctional Institution</b> 3189 Little Silver Rd. Crestview, Florida 32539-6708	<b>Quincy Annex</b> 2225 Pat Thomas Parkway Quincy, Florida 32351-8645
<b>Santa Rosa CI</b> 5850 East Milton Rd. Milton, Florida 32583-7914	<b>Santa Rosa Annex</b> 5850 East Milton Rd. Milton, Florida 32583-7914
<b>*Taylor Correctional Institution</b> 8501 Hampton Springs Road Perry, Florida 32348-8747	<b>Taylor Correctional Institution Annex</b> 8501 Hampton Springs Road Perry, Florida 32348
<b>* Wakulla Correctional Institution</b> 110 Melaleuca Drive Crawfordville, Florida 32327-4963	<b>Wakulla Annex</b> 110 Melaleuca Drive Crawfordville, Florida 32327-4963
<b>* Walton Correctional Institution</b> 691 Institution Road DeFuniak Springs, Florida 32433-1831	

<i>Region II</i>	
<p><b>* Baker Correctional Institution</b> P.O. Box 500, 20706 US 90 W. Sanderson, Florida 32087-0500</p>	<p><b>Columbia Correctional Institution</b> 216 S.E. Corrections Way Lake City, Florida 32025-2013</p>
<p><b>Columbia Correctional Institution Annex</b> 216 S.E. Corrections Way Lake City, Florida 32025-2013</p>	<p><b>* Cross City Correctional Institution</b> 568 NE 255<sup>th</sup> Street Cross City, Florida 32628</p>
<p><b>* Florida State Prison</b> 7819 N.W. 228th Street Raiford, Florida 32026-1000 (Delivery Vehicle must have drop lift capacity)</p>	<p><b>Florida St. Prison West Unit</b> Post Office Box 747 State Road 16 Starke, Florida 32091-0747</p>
<p><b>Hamilton Correctional Institution</b> 10650 SW 46<sup>th</sup> Street Jasper, Florida 32052-1360</p>	<p><b>Hamilton Correctional Institution Annex</b> 10650 S.W. 46th Street Jasper, Florida 32052-1360</p>
<p><b>* Lancaster Correctional Institution</b> 3449 S.W. State Road 26 Trenton, Florida 32693-5641</p>	<p><b>Lawtey Correctional Institution</b> 7819 N.W. 228<sup>th</sup> Street Raiford, Florida 32026-2000</p>
<p><b>*Lowell Correctional Institution</b> 11120 NW Gainesville Rd Ocala, Florida 34482-1479</p>	<p><b>Lowell Correctional Institution Annex</b> 11120 NW Gainesville Rd Ocala, Florida 34482-1479</p>
<p><b>Florida Women's Reception Center</b> 3700 NW 111th Place Ocala, Florida 34482-1479</p>	<p><b>* Madison Correctional Institution</b> 382 Southwest MCI Way Madison, Florida 32340-4430</p>
<p><b>* Marion Correctional Institution</b> 3269 NW 105th Street Lowell, Florida 32663-0158</p>	<p><b>* Mayo Correctional Institution Annex</b> 8784 US Highway 27 West Mayo, Florida 32066-3458</p>
<p><b>Putnam Correctional Institution</b> 128 Yelvington Road East Palatka, Florida 32131-2112</p>	<p><b>*Reception and Medical Center</b> P.O. Box 628 Hwy 231 Lake Butler, Florida 32054-0628</p>
<p><b>Reception and Medical Center West</b> 8183 SW 152nd Loop P.O. Box 628 Lake Butler, Florida 32054-0628</p>	<p><b>*Suwannee Correctional Institution</b> 5964 U.S. Highway 90 Live Oak, Florida 32060</p>
<p><b>Suwannee Correctional Institution Annex</b> 5964 U.S. Highway 90 Live Oak, Florida 32060</p>	<p><b>* Tomoka Correctional Institution</b> 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098</p>
<p><b>Union Correctional Institution</b> 7819 N.W. 228<sup>th</sup> Street Raiford, Florida 32026-4000</p>	<p><b>Baker Re-Entry</b> P. O. Box 500, 20706 US 90 W. Sanderson, Florida 32087-0500</p>



<i>Region III</i>	
<p><b>* Avon Park Correctional Institution</b> P.O. Box 1100 County Road 64 East Avon Park, Florida 33826-1100</p>	<p><b>Central Florida Reception Center</b> 7000 H C Kelley Rd Orlando, Florida 32831-2518</p>
<p><b>Central Florida Reception Center East</b> 7000 H C Kelley Road Orlando, Florida 32831-2518</p>	<p><b>Central Florida Reception Center South</b> 7000 H C Kelley Road Orlando, Florida 32831-2518</p>
<p><b>Charlotte Correctional Institution</b> 33123 Oil Well Road Punta Gorda, Florida 33955-9701</p>	<p><b>Dade Correctional Institution</b> 19000 S. W. 377<sup>th</sup> Street Florida City, Florida 33034-6409</p>
<p><b>* DeSoto Annex</b> 13617 S.E. Highway 70 Arcadia, Florida 34266-7800</p>	<p><b>Everglades Correctional Institution</b> 1601 S.W. 187<sup>th</sup> Ave. Miami, Florida 33185-3701</p>
<p><b>Everglades Re-Entry</b> 1599 S. W. 187<sup>th</sup> Avenue Miami, Florida 33194</p>	<p><b>* Hardee Correctional Institution</b> 6901 State Road 62 Bowling Green, Florida 33834-9505</p>
<p><b>Hernando Correctional Institution</b> 16415 Springhill Drive Brooksville, Florida 34604-8167</p>	<p><b>Homestead Correctional Institution</b> 19000 S. W. 377<sup>th</sup> Street Florida City, Florida 33034-6409</p>
<p><b>Lake Correctional Institution</b> 19225 U.S. Highway 27 Clermont, Florida 34715-9025</p>	<p><b>* Martin Correctional Institution</b> 1150 S.W. Allapattah Road Indiantown, Florida 34956-4397</p>
<p><b>Okeechobee Correctional Institution</b> 3420 N.E. 168<sup>th</sup> St. Okeechobee, Florida 34972-4824</p>	<p><b>* Polk Correctional Institution</b> 10800 Evans Road Polk City, Florida 33868-6925</p>
<p><b>South Florida Reception Center</b> 14000 NW 41<sup>st</sup> Street Doral, Florida 33178-3003</p>	<p><b>South Florida Reception Center : South Unit</b> 13910 NW 41<sup>st</sup> Street Doral, Florida 33178-3014</p>
<p><b>Sumter Correctional Institution and BTU</b> 9544 County Road 476B Bushnell, Florida 33513-0667</p>	<p><b>Zephyrhills Correctional Institution</b> 2739 Gall Boulevard Zephyrhills, Florida 33541-9701</p>

**WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS**

<i>Region I</i>	
<p><b>Berrydale Forestry Camp</b> 6920 Highway 4 Jay, Florida 32565-2204</p>	<p><b>Calhoun Work Camp</b> 19564 SE Inst. Drive Blountstown, Florida 32424-5156</p>
<p><b>Century Work Camp</b> 400 Tedder Road Century, Florida 32535-3659</p>	<p><b>Franklin Work Camp</b> 1760 Highway 67 North Carrabelle, FL 32322</p>
<p><b>Graceville Work Camp</b> 5230 Ezell Road Graceville, Florida 32440-4289</p>	<p><b>Gulf Forestry Camp</b> 3222 DOC Whitfield Road White City, Florida 32465</p>
<p><b>Holmes Work Camp</b> 3182 Thomas Drive Bonifay, Florida 32425-4238</p>	<p><b>Jackson Work Camp</b> 5607 10th Street Hwy 71 North Malone, Florida 32445-9998</p>
<p><b>Liberty South Work Camp</b> 11064 NW Dempsey Barron Road Bristol, Florida 32321-0711</p>	<p><b>Okaloosa Work Camp</b> 3189 Little Silver Road Crestview, Florida 32539-6708</p>
<p><b>Santa Rosa Work Camp</b> 5850 East Milton Road Milton, Florida 32583-7914</p>	<p><b>Taylor Work Camp</b> 8501 Hampton Springs Road Perry, Florida 32348-0000</p>
<p><b>Wakulla Work Camp</b> 110 Melaleuca Drive Crawfordville, Florida 32327-4963</p>	<p><b>Walton Work Camp</b> 301 World War II Veterans Lane De Funiak Springs, Florida 32433-1838</p>
<i>Region II</i>	
<p><b>Baker Work Camp</b> P.O. Box 500 US 90 E. Sanderson, Florida 32087-0500</p>	<p><b>Cross City Work Camp</b> 568 N.E. 255<sup>th</sup> Street Cross City, Florida 32628</p>
<p><b>Cross City II Work Camp</b> 568 N.E. 255<sup>th</sup> Street Cross City, Florida 32628</p>	<p><b>Gainesville Work Camp</b> 1000 NE 55<sup>th</sup> Blvd. State Road 26 East Gainesville, Florida 32641-6067</p>
<p><b>Lowell Work Camp</b> 11120 NW Gainesville Road Ocala, Florida 34482</p>	<p><b>Lancaster Work Camp</b> 3449 SW SR 26 Trenton, Florida 32693-5641</p>

<p><b>Marion Work Camp</b>                  Post Office Box 158                  3269 NW 105<sup>th</sup> Street                  Lowell, Florida 32663-0158</p>	<p><b>Madison Work Camp</b>                  Post Office Box 692                  382 SW MCI Way                  Madison, Florida 32340-4430</p>
<p><b>Mayo Work Camp</b>                  8976 US 27 West                  Mayo, Florida 32066</p>	<p><b>RMC Work Camp</b>                  P.O. Box 628                  Lake Butler, Florida 32054</p>
<p><b>Suwannee Work Camp</b>                  5964 U.S. Highway 90                  Live Oak, Florida 32060</p>	<p><b>Tomoka Work Camp</b>                  3950 Tiger Bay Road                  Daytona Beach, Florida 32124-1098</p>
<p><b>Union Work Camp</b>                  7819 N.W. 228 Street                  Raiford, Florida 32026-4000</p>	
<p><i>Region III</i></p>	
<p><b>Arcadia Road Prison</b>                  2961 N.W. County Road 661                  Arcadia, Florida 34266-8203</p>	<p><b>Avon Park Work Camp</b>                  Post Office Box 1100                  County Road 64 East                  Avon Park, Florida 33826-1100</p>
<p><b>Big Pine Key Road Prison</b>                  P.O. Box 430509                  450 Key Deer Blvd.                  Big Pine Key, Florida 33043-0509</p>	<p><b>DeSoto Work Camp</b>                  Highway 70 East                  Arcadia, Florida, 34266</p>
<p><b>Ft. Myers Work Camp</b>                  P.O. Box 051107                  12551 Wainwright Drive                  Immokalee, Florida 34142-9628</p>	<p><b>Hardee Work Camp</b>                  6899 State Road 62                  Bowling Green, Florida 33834-9505</p>
<p><b>Largo Road Prison</b>                  5201 Ulmerton Road                  Clearwater, Florida 33760-4006</p>	<p><b>Loxahatchee Road Prison</b>                  230 Sunshine Road                  West Palm Beach, Florida 33411-3616</p>
<p><b>Martin Work Camp</b>                  1150 SW Allapattah Road                  Indiantown, Florida 34956-4310</p>	<p><b>Okeechobee Work Camp</b>                  3420 N. E. 168<sup>th</sup> Street                  Okeechobee, Florida 34972-4824</p>
<p><b>Polk Work Camp</b>                  10800 Evans Road                  Polk City, Florida 33868-6925</p>	<p><b>Sago Palm Work Camp</b>                  15500 Bay Bottom Rd                  Pahokee Florida 33476</p>
<p><b>Sumter Work Camp</b>                  Post Office Box 1807                  9544 County Road 476B                  Bushnell, Florida 33513-0667</p>	

**WORK RELEASE CENTERS**

<b>Region I</b>	
<p><b>Panama City WRC</b> 3609 Highway 390 Panama City, Florida 32405-2795</p>	<p><b>Pensacola WRC</b> 3050 North L. Street Pensacola, Florida 32501-1010</p>
<p><b>Tallahassee WRC</b> <u>Physical Address</u> 2616A Springhill Road <u>Delivery Address</u> 2628 Springhill Road Tallahassee, Florida 32310-6730</p>	
<b>Region II</b>	
<p><b>Daytona Beach WRC</b> 3601 U.S. Highway 92 West Daytona Beach, Florida 32124-1002</p>	
<b>Region III</b>	
<p><b>Atlantic WRC</b> 263 Fairgrounds Road West Palm Beach, Florida 33411-3639</p>	<p><b>Ft. Pierce WRC</b> 1203 Bell Avenue Ft. Pierce, Florida 34982-6544</p>
<p><b>Hollywood WRC</b> P.O. Box 8759 8501 W. Cypress Drive Pembroke Pines, Florida 33025-4542</p>	<p><b>Kissimmee WRC</b> 2925 Michigan Avenue Kissimmee, Florida 34744-1200</p>
<p><b>Miami North WRC</b> 7090 Northwest 41st Street Miami, Florida 33166-6817</p>	<p><b>Opa Locka WRC</b> 5400 Northwest 135th Street Opa Locka, Florida 33054-4310</p>
<p><b>Orlando WRC</b> 7300 Laurel Hill Road Orlando, Florida 32818-5278</p>	<p><b>Pinellas WRC</b> 5205 Ulmerton Road Clearwater, Florida 33760-4002</p>
<p><b>St. Petersburg WRC</b> 4237 8th Avenue, South St. Petersburg, Florida 33711-2000</p>	<p><b>West Palm Beach WRC</b> 261 West Fairgrounds Road West Palm Beach, Florida 33411-3639</p>

DEPARTMENT-APPROVED MASTER FOOD AND PROPERTY PACKAGE PROGRAM LIST

NOTE: No more than 114 food and property items				
Item Number	Product Brand Name	Product Description	Product Size	Price
1	Certs	Peppermint	.72 oz	\$1.09
2	Snickers	Candy	1.86 oz.	\$1.29
3	Jolly Rancher	Original Assortment	7.4 oz.	\$1.90
4	Lifesavers	Sugar Free, 5 Flavors	2.75 oz.	\$3.00
5	Sweet Obsession	Milk Chocolate Bar	4.93 oz	\$2.28
6	Old Fashioned	Assorted Hard Candy	10 oz.	\$2.10
7	Dolly Madison	Powdered Mini Donuts, 6 pk.	3 oz.	\$1.17
8	Jack Link's	Beef and Jalapeño Cheese Sticks	1.2 oz.	\$1.35
9	Jack Link's	Beef Summer Sausage, Hot	3 oz.	\$2.30
10	Jack Link's	Beef Summer Sausage, Original	5 oz.	\$3.83
11	Jack Link's	Lil' Chub, Hickory Smoked sausage, Hot	1.625 oz.	\$1.38
12	O'Brien's	Spicy Meat Snack & Jalapeno Cheese	1.125 oz.	\$1.05
13	Cactus Annie's	Pork Rinds	2 oz.	\$1.35
14	Moon Lodge	Stuffed Jalapeno Chips	1.5 oz.	\$0.85
15	Moon Lodge	Whole Shabang	1.5 oz	\$0.85
16	Cactus Annie's	Habanera Tortilla	1.5 oz.	\$0.85
17	Caso De Oro	Pork Craklins, Regular	2 oz.	\$1.55
18	Fritos	Chili Cheese Corn Chips	2 oz.	\$0.85
19	Fritos	Flamin' Hot Cheetos	1.75 oz.	\$0.77
20	Doritos	Nacho Cheese Chips	1.75 oz.	\$0.82
21	Sunshine	Hot & Spicy CHEEZ-IT	1.5 oz.	\$0.56
22	Oreo	Cookies	1.8 oz.	\$0.75
23	Nabisco	Swiss Crème Cookies	1.8 oz.	\$0.75
24	Cloverhill	Cheese Cherry Danish	4.25 oz.	\$1.25
25	Cloverhill	Apple Danish	4.25 oz.	\$1.25
26	Mrs. Freshley's	Texas Cinnamon Roll	4 oz.	\$1.19
27	Zippy Cake	Strawberry Cereal Bar	1.3 oz.	\$0.55
28	Malt-O-Meal Cereal	Honey Graham Squares (Single-Serve)	1 oz.	\$0.60
29	Cloverhill	Big Texas Cinnamon Roll	4 oz.	\$1.29
30	Zippy Cake	ZuZu's Strawberry	4 oz.	\$1.15
31	Zippy Cake	Jumbo Chocolate Honey Bun	4.75 oz.	\$1.10
32	Zippy Cake	Bear Claw	5 oz.	\$1.25
33	Mrs. Freshley's	Buddy Bar, 2 pack	2 oz.	\$0.63
34	Mrs. Freshley's	Iced Grand Honey Bun	6 oz.	\$1.12
35	Mrs. Freshley's	Big Cheese Round Danish	4 oz.	\$1.30
36	Cloverhill	Fried Cinnamon Bun	4 oz.	\$1.20
37	Quaker Oatmeal	Instant, Apple Cinnamon	1.51 oz.	\$0.50
38	Quaker Oatmeal	Instant, Maple Brown Sugar	1.51 oz.	\$0.50
39	Grandma's	Chocolate Chip Cookies	2.5 oz.	\$0.68
40	Granny's	Oven Strawberry Shortbread Cookies	9 oz.	\$2.38
41	Galletas	Marias Cookies	4.94 oz	\$0.80
42	Zippy Cake	Ice Oatmeal Cookies	6 oz.	\$1.05

Item Number	Product Brand Name	Product Description	Product Size	Price
43	Keebler	Graham Crackers, 2ct.	.49 oz.	\$0.25
44	Nabisco	Simply Social Crackers	5 oz.	\$2.55
45	Lance	Jalapeno Cheddar Crackers	1.375 oz.	\$0.64
46	Lance	Nip Chee Crackers	1.375 oz.	\$0.64
47	Keebler	Club Crackers	5.25 oz.	\$2.95
48	Ritz	PB Sandwich Crackers	1.38 oz.	\$0.66
49	Texas Tito's	Big Fat Juicy Hot Dill Pickle	6 oz.	\$1.29
50	Mrs. Freshley's	Fudge Bake Brownie	2.75 oz.	\$1.00
51	Planters	Salted Peanuts	1.75 oz.	\$0.69
52	Squeezer	Squeez-ums Peanut Butter	1.12 oz.	\$0.34
53	Kraft	Chocolate Pudding	3.5 oz.	\$0.60
54	Karft	Vanilla Pudding	3.5 oz.	\$0.60
55	Brushy Creek	Pull Chicken in Buffalo Wing Style Sauce	5 oz.	\$4.40
56	Brushy Creek	Seasoned Beef Crumbles	6 oz	\$3.75
57	Maruchen Ramen	Lime Shrimp w/Hab	3 oz.	\$0.58
58	Maruchen Ramen	Roast Chicken	3 oz.	\$0.58
59	Maruchen Ramen	Roast Beef	3 oz.	\$0.58
60	Maruchen Ramen	Chile	3 oz.	\$0.58
61	Maruchen Ramen	Cajun Chicken	3 oz.	\$0.58
62	Fresh Catch	Light Tuna in Water	4.23 oz.	\$1.97
63	Fresh Catch	Tuna w/Jalapenos	3.53 oz.	\$1.97
64	Chicken of the Sea	Mackerel	5 oz.	\$2.80
65	Fresh Catch	Mackerel Fillet in Soybean Oil	3.53 oz.	\$1.50
66	Maxwell House	Coffee, Individual	1.6 oz.	\$2.50
67	Nescafe Coffee	Individual, Taster's Choice	1.5 g.	\$0.25
68	Sweet Fusions	Orange Drink Mix, Single Serve	.5 oz.	\$0.15
69	Swiss Miss	Hot Cocoa with Marshmallows	4.38 oz.	\$1.64
70	Kar's	Slated Peanuts	3.5 oz.	\$1.18
71	Kar's	Hot & spicy Peanuts	3.5 oz.	\$1.16
72	Kar's	All Energy Trail Mix	2 oz.	\$1.26
73	Carmela	Vienna Sausage Bites	10 oz.	\$2.99
74	Sweet Sue	Premium Chunk Ham	7 oz.	\$6.25
<b>MALE PRODUCTS</b>				
75	Reebok	Classic Running Shoe, Low Top, Leather White/Grey	1.5 -15	\$68.00
76	Nike	Basic Leather Shoe, Low Top, White/Grey	1.5 -15	\$58.00
77	New Balance	Cross Trainer, Low Top, Soft Leather Athletic Shoes	1.5 -15	\$62.00
78	Russell	Athletic Gray Sweatshirt	S-XL	\$12.00
79	Erick Hunter	Gray Sweatshirt	5XL-6XL	\$16.50
80	Soft Touch	Gym Shorts, Navy Blue	2XL-6XL	\$8.30
81	Gildan	Men's Boxers, 4 pack	S-XL	\$10.00
82	Players	Men's Boxer, 2 pack	3XL-6XL	\$16.00
83	Hanes	Crewneck T-Shirt, 3 pack	S-XL	\$9.58
84	PRIDE/Players	Crewneck T-Shirt 2 pack White	4XL-6XL	\$16.00

Item Number	Product Brand Name	Product Description	Product Size	Price
85	Indera Mills	Thermal Underwear, Pants	S-XL	\$6.30
86	Indera Mills	Thermal Underwear, Shirts	S-XL	\$6.30
87	Soft Touch	Cotton Crew Socks	1.5-15	\$1.15
88	Master Lock	31mk	N/A	\$11.00
89	Nike	Overplay VIII Mid White	6-15	\$68.70
90	Reebok	Royal Trainer Men's White Tennis Shoe	7-15	\$57.30
91	New Balance	M490AWL2 White D Width, 2E Width & 4E Width	7-15	\$62.80
92	Shoe Corp	Leather Work Boot, Black	1.5-15	\$42.65
93	Russell	No Pocket Sleep Shirt White	S-4XL	\$6.99
94	Hanes	Mens Tagless T-Shirt 3 pack, White	S-XL	\$10.95
<b>FEMALE PRODUCTS</b>				
95	Reebok	Classic Nylon Athletic Shoes	5-11	\$36.00
96	Russell	Athletic Gray Sweatshirt	S-XL	\$12.00
97	Erick	Hunter Gray Sweatshirt	5XL-6XL	\$16.50
98	Soft Touch	Gym Shorts, Navy Blud	2XL-6XL	\$8.30
99	Indera Mills	Thermal Underwear, Pants	S-XL	\$6.00
100	Indera Mills	Thermal Underwear, Shirts	S-XL	\$6.00
101	Fruit of the Loom	T-Shirt, Gray, (No Pocket)	2XL	\$6.50
102	Just My Size	Bra, 42-44B, 38-48C, 38-48D, 38-50DD	N/A	\$16.00
103	Hanes	Bra, Cotton Curves, 34B, 36B, 38B, 36C	N/A	\$9.00
104	Champion	Sports Bra, White	S-L	\$20.00
105	Hanes	Cotton Briefs, White, 3 pk.	6-8	\$7.40
106	Soft Touch	Cotton Crew Socks	1.5-15	\$1.15
107	Master Lock	31mk	N/A	\$11.00
108	Nike	Women's New Model T-Lite XI Cross Training White/Gray	5-12	\$57.50
109	Russell	No Pocket Sleep Shirt White	S-4XL	\$6.99
110	Hanes	Comfort Soft Wire Free Bra, 34A, 36A, 34B, 36B, 38B, 36C, 38C	N/A	\$8.47
111	Just My Size	Comfort Strap; Bra, 38-50C, 38-50D, 38-50DD	NA	\$15.81
112	Hanes	Comfort Flex Sport Bandini	S-XL	\$14.95
113	Russell	No Pocket T-Shirt Grey	S-3XL	\$5.99
114	Hanes Her Way	Women's Briefs, 3pk, White	6-8	\$7.40

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Firm Representing: \_\_\_\_\_

Name of Employee/Vendor: \_\_\_\_\_

(Print)

**DEPARTMENT OF CORRECTIONS**

**DEPARTMENT SECURITY REQUIREMENTS FOR CONTRACTORS**

- (1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom any of the following articles, which are hereby declared to be contraband.
  - (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
  - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
  - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)
  - (f) Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution.

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (a), (b), or (f) is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

- 2) Do not leave keys in ignition locks of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- 3) Keep all keys in your pockets.
- 4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- 5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.
- 6) Absolutely no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- 7) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.



- 8) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.
- 9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- 10) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- 11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- 12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- 13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- 14) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The Department, represented by institution's warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

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Signature of Employee/Vendor

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Date

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Signature of Staff Witness

DC6-264 (Revised 12/4/08)