

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF CORRECTIONS  
6900 ATMORE DRIVE  
RICHMOND, VA 23225**

**CONTRACT MODIFICATION**

Date: September 27, 2021

Contract Number: DOC-17-009

Modification Number: 009

Issued By: Department of Corrections  
Procurement and Risk Management  
6900 Atmore Drive  
Richmond, VA 23225

Contractor: Keefe Commissary Network, LLC

Commodity: Commissary Operation and Care Package Program

This Contract Modification is entered into pursuant to Section II, Paragraph K and Section III, Paragraph D of the Contract and is effective April 1, 2022.

Description of Modification:

1. The Contractor shall add a centralized warehouse operation within Central Virginia to the Contract. The Contractor will provide all management, staffing, and materials to operate the warehouse. The VADOC will provide a minimum of 80 offenders to provide warehouse labor (based on current population and number of orders), and this number may be increased or decreased based upon the volume of services provided to VADOC inmates. If the population and number of orders decrease, the number of offender labor will be reduced to reflect the operation workload. If the population increases, additional inmate labor may be added so that operations will not be disrupted. The DOC will provide labor cost for the offenders listed above. Keefe additionally agrees to hire at least 2 VADOC ex-offenders to work in the warehouse. The parties acknowledge that the Contractor is agreeing to provide this additional warehouse storage at no additional cost to the DOC in return for the DOC agreeing to a multi-year renewal term of the Contract. Based on the foregoing, the parties acknowledge and agree that this modification is supported by consideration.
2. The rollout schedule for commissaries to transition to the centralized warehouse will be determined by a mutually agreed upon schedule between the Contractor and VADOC. The Eastern Region Facilities will transition first followed by the Central Region and then the Western Region.

3. Reference Section I, paragraph A, 5 Commissary Pricing and Commission, item c, once the Western Region has transitioned to the centralized warehouse, change the commission rate to 9.5%.
4. The method of ordering for the centralized warehouse shall be commissary order forms to phone order entry or a combination of both.
5. Reference Section III, Paragraph D, **delete** in its entirety and **replace** with the following:

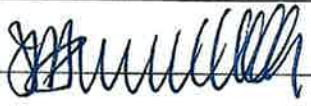

**D. RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for six (6) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.

1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by no more than the percentage increase/decrease of the Food or Apparel category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by no more than the percentage increase/decrease of the Food and Apparel category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
3. Notwithstanding anything to the contrary in this Paragraph D, the Commonwealth shall have the option to exercise one or more of the six (6) successive 1-year renewal periods permitted under this Paragraph D as a multi-year renewal period, at one time. During the applicable multi-year contract renewal period beginning next year, the Contractor may request a change to the contract price only once every twelve months, and only in accordance with the following:
  - a. the Contractor must request such a price change in writing, approximately 90 days prior to the effective date of the requested change;
  - b. the price may only be increased/decreased by the lesser of:
    - i. 3%; or
    - ii. the percentage increase/decrease of the Food and Apparel category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available, as of the date of the requested change;
  - c. in the event of extraordinary market conditions or commodity increases, the parties may renegotiate the maximum increase in Section D.3.b.i; and
  - d. the parties must agree to the change in a written modification.

4. In no event may the total contract period, including the initial contract period and any renewal periods, exceed eight years.
5. Notwithstanding any language to the contrary in this Paragraph D, the DOC may request a price decrease at any time during the contract period, including any renewal period, if DOC's research determines that the Contractor's current price exceeds market cost, and if the DOC provides supporting documentation supporting its request for the price decrease. The requested price change shall only go into effect if both parties agree to the change in a written modification.
6. Reference Section III, **add** the following clause to the Contract:
 

**EE. WAIVER:** No provision of this Contract shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing by the parties to the Contract. No waiver by either party of any breach of, or of compliance with, any condition or provision of this Contract by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
7. Whereas the Commonwealth desires to renew the performance period of the Contract; now, therefore, it is agreed that the Contract performance period shall be renewed from May 1, 2022, through April 30, 2026.

Except as provided herein, all terms and conditions of Contract #DOC-17-009, dated May 1, 2018 and Modifications 001 - 008, as heretofore changed, remain unchanged and in full force and effect.

CONTRACTOR:		PURCHASING AGENCY:	
BY:		BY:	
PRINTED NAME:	John Puricelli	PRINTED NAME:	Harold W. Clarke
TITLE:	Executive Vice President	TITLE:	Director
DATE:	10/4/21	DATE:	10-8-21

*Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception shall be made in that invitation to bid or request for proposal.*