

3. Plaintiff, Otis Clayton (“Clayton”), is an inmate confined within the FLDOC, presently housed at: 1599 S.W. 187th Ave., Miami, Florida 33194.

4. Defendant, JPay is a wholly owned subsidiary of Securus Technologies, Inc., is incorporated in Delaware and located at 12864 Biscayne Boulevard, Suite 243, Miami, Florida 33181. JPay touts itself as “the most trusted name in corrections” and offers myriad services to the correctional industry in over 30 states.

5. Defendant, Keefe Commissary Network, LLC, is a Missouri corporation that does business under various trade names, including Access Corrections; Keefe is located at 10880 Linpage Place, St. Louis, Missouri 63132. Keefe is the nation’s largest operator of commissary stores inside correctional facilities and offers a wide array of services to correctional institutions, including the sales of MP3 players and music.

JURISDICTION AND VENUE

6. This Court has general diversity jurisdiction over this action pursuant to 28 U.S.C. § 1332(a)(1) because the amount in controversy exceeds \$75,000 exclusive of interest and costs, and there is complete diversity between Plaintiffs and Defendants. This Court also has jurisdiction over this matter pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. §1332(d). CAFA’s requirements are satisfied in that (1) the members of the Class exceed 100; (2) the citizenship of at least one proposed Class member is different from that of at least one Defendant; and (3) the matter in controversy, after aggregating the claims of the proposed Class members, exceeds \$5,000,000.00, exclusive of interest and costs.

7. Venue is proper in the United States District Court in and for the Southern District of Florida pursuant to 28 U.S.C. § 1391(a)(2) because a substantial part of the events or omissions giving rise to the Plaintiffs’ claims occurred in this district.

FACTUAL ALLEGATIONS

The Keefe Digital Music Player Program

8. In 2011 the FLDOC started the Digital Music Player Program within select facilities which was to provide a secure method by which FLDOC inmates could browse, select, purchase and download digital content to specialized digital media (MP3/MP4) players made explicitly for use by inmates in a correctional setting. As part of that program, the FLDOC entered into contract with Keefe to provide these services through controlled kiosks as part of their expansive commissary services. A copy of the 2011 Keefe Contract is attached hereto as Exhibit "A."

9. The contract that Keefe and the FLDOC entered into set out all the requirements and conditions that the FLDOC mandated the Digital Music Player Program provide including an agreement that Keefe is/was responsible for processing all refunds for un-used prepaid media accounts, and that Keefe shall provide a backup method for inmate purchased media files in the event of loss/destruction/theft of the player to allow the inmate to be able to "restore" purchases onto a replacement media player. Said music files were to be replaced at no cost to the inmate.

10. In 2014, the FLDOC decided to expand the program, and attempted to secure a single contractor for the provision and operation of its Digital Music Player Program statewide. As such, the FLDOC invited proposals from qualified vendors that had experience in the provision of large-scale MP3 player program services in correctional or other security and law enforcement settings.

11. As part of this bidding process, both the FLDOC's Invitation to Negotiate Contractual Services, as well as the FLDOC's Request for Proposal for Contractual Services, explicitly stated that compatibility with the FLDOC's vendor, in this case Keefe, was a mandatory

requirement of the contract, to ensure that inmates would not bear the cost of the transition between vendors:

[T]he proposed system must allow for inmates who currently have a device and/or songs purchased from the current Contractor to transfer and/or obtain updated equipment and/or music compatible with the successful contractor's Digital Music Player Program. It is the intent of the Department that the implementation of a new Digital Player Program to have little or no financial impact on inmates presently participating in the Department's current program. (emphasis added)

A copy of the Digital Music Player Program Solicitation is attached hereto as Exhibit "B."

12. Ultimately, Keefe was awarded the exclusive contract for the Digital Music Program pursuant to the above guidelines. A copy of the Keefe Digital Music Player Program Contract is attached hereto as Exhibit "C."

13. From at least 2011 through 2017 FLDOC contracted with Keefe to provide the Digital Music Player Program to inmates at facilities throughout the State of Florida.¹

14. Under the Digital Music Player Program, FLDOC inmates had the ability to purchase one of two specially designed digital media players, for either \$99.95 (4GB) or \$119.95 (8GB), as well as various accessories for the players, including ear buds (\$16.00), armbands (\$15.00), and screen protectors (\$6.00).

15. Under the Digital Music Player Program, FLDOC inmates also had the ability to purchase digital media files – including music and audiobooks – for use with the specially designed media player, using funds from their inmate accounts. In order to purchase digital media files—available to FLDOC inmates at a cost of \$1.70 per file or song—FLDOC inmates were required

¹ In response to complaints from inmates as a result of its contract with JPay, as explained in detail below, the FLDOC negotiated and extended part of its contract with Keefe under the Digital Music Player Program through FLDOC January 23, 2019.

to purchase blocks of “Prepaid Media Credits,” which required FLDOC inmates to purchase a minimum of five files or songs at a cost of \$8.50. Although, FLDOC policies restricted how much an inmate could spend on commissary items, there was no restriction on how many Prepaid Media Credits an inmate could purchase.

16. FLDOC inmates purchased these blocks of credits using a Florida Department of Corrections MP4 Order Form, which was available at each FLDOC institution. These forms were then picked up and processed by Keefe representatives, on a bi-monthly basis, acting on behalf of, and at the direction of, the FLDOC.

17. FLDOC inmates could then use these prepaid credits by securely connecting their digital media player to a kiosk, owned and maintained by Keefe, at their FLDOC institution, allowing them access to the MP3/MP4 Player Music Library and download available files or songs to a cloud-based library, or “reorder-manager,” reserved for their use.

18. FLDOC inmates also used the kiosks to transfer their downloaded digital media files from their cloud-based library to their specific digital media player device. While FLDOC inmates could only transfer the number of digital media files that would fit within the memory capacity of his or her digital media player, there was no limit on the number of credits, files, or songs that an FLDOC inmate could purchase, own, or maintain in their cloud-based library.

19. In order to utilize the digital media player, FLDOC inmates were also required to connect their players to one of the Keefe kiosks at their FLDOC institution at regular intervals, to extend the device’s Security Timer. If an FLDOC inmate failed to, or was unable to, connect his or her digital media player to a kiosk every thirty (30) days, the digital media player would be automatically disabled to prevent fraudulent use of the device as well as its use outside of the FLDOC’s facilities.

20. When purchasing a music or audio book file, FLDOC inmates, including the Plaintiffs, were provided a Keefe End User License Agreement (“End User Agreement”). As part of the End User Agreement, Keefe specifically promised the Plaintiffs and all putative class members that the downloads were permanent and the property of the inmate purchasing. In addition, the End User Agreement specifically stated:

You shall be entitled to export, burn, or copy permanent downloads solely for your personal, noncommercial, and entertainment use and not for any redistribution.

The promise and representation that an inmate would be entitled to transfer their permanent downloads to other personal devices was conveyed to Plaintiffs and all FLDOC inmates that are part of the putative class. A copy of the End User Agreement is attached hereto as Exhibit “D.”

21. To encourage inmates to purchase digital media players, digital media files, and accessories, the FLDOC published numerous advertisements that were posted in various FLDOC institutions and provided to inmates. These advertisements, including at least one widely-distributed advertisement, which appeared on the digital media player order form itself, touted various qualities of the Digital Music Player Program, including the following representation:

Select from a music catalog of over 5 million songs from all music genres...Unlimited music! Whether you own a 4GB or *GB MAXX, there is no limit to the songs you can own! Simply remove the songs from the player to add more songs. Use the re-download feature to add previously removed music, *free of charge!* With MAXX, *once you purchase the music you always own it!* (emphasis added).

A copy of the Keefe Advertisement is attached hereto as Exhibit “E.”

22. Upon information and belief, this representation was made by the FLDOC to Plaintiffs, and the inmates who are members of the putative class, to induce them into purchasing digital media files with the assistance and full knowledge of Keefe.

23. This advertisement also included information about restrictions that the FLDOC

placed on the purchase or use of digital media players and/or files purchased through the Digital Music Player Program, pursuant to its internal rules and regulations. Notably, the same advertisement that promised Plaintiffs and the FLDOC inmates who are members of the putative class that they would “always own” the digital media files they had purchased listed only one restriction – that each FLDOC prisoner was only permitted to possess one digital media player at any given time. Notwithstanding the fact that one of the requirements of the media player was that it had to be able to have AM/FM radio functions and inmates could purchase and own a separate AM/FM radio according to FLDOC policy.²

24. Additionally, the FLDOC and Keefe repeatedly represented to inmates that they were permitted to delete and re-order digital media files that they had purchased from the cloud-based library, at any time and at no additional cost. In explaining this system, the user guide that accompanied many of the digital media players, provided by Keefe, emphasized this re-ordering capability, and explicitly stated that inmates would never have to purchase the same song or book twice:

You can delete and Re-Order songs as often as you want. You will never be charged for a song that is ordered from the Re-Order Manager. After all, you have already paid for the song once; *we don't think you should ever have to pay for it again.* (emphasis added)

A copy of the relevant pages of the Keefe User Guide is attached hereto as Exhibit “F.”

25. Moreover, as part of the July 19, 2011 MP3/MP4 digital media contract Keefe entered into with FLDOC for the benefit of the Plaintiffs and all inmates who are part of the

² Pursuant to the FLDOC’s rules and regulations, at all relevant times, FLDOC inmates were not permitted to purchase, obtain, or otherwise own any digital media player other than the one offered by, and purchased through, the Digital Music Player Program, nor were FLDOC inmates permitted to purchase, obtain, or otherwise own any digital media files other than those offered by, and purchased through, the Digital Music Player Program.

putative class, Keefe expressly agreed:

The Contractor [Keefe] shall provide a backup method for purchased media files in the event of loss/destruction/theft of player to enable the inmate to “restore” his purchase on a replacement player. The music files shall be restored to the replacement player at no cost to the inmate.

26. Upon information and belief, none of the materials provided to FLDOC inmates regarding the operation of the Digital Music Player Program suggested, or informed participating FLDOC inmates, that their digital media file purchases would only be available for use during the span of the FLDOC’s contract with Keefe; including, but not limited to, notices, advertisements, order forms, and/or user guides. Nor did Keefe ever disclose to FLDOC inmates that their permanent downloads were contingent on the continuation of its contract with FLDOC.

27. Similarly, upon information and belief, none of the FLDOC’s internal rules or regulations never suggested or informed participating FLDOC inmates that their digital media file purchases would only be available for use during the span of the FLDOC’s contract with Keefe.

28. In or about April 2017 Keefe became aware that the FLDOC was not going to renew the Digital Music Player Program and was in fact going to enter into a new agreement for services with its competitor Defendant JPay. Despite the FLDOC’s decision to not renew the Digital Music Player Program, in or about September 2017, Keefe began offering the EDGE-Mini Tablet to the inmates. The EDGE-Mini Tablet had capabilities that were similar to the smaller JPay 5 Mini 4.3-inch tablet.³ The sales of the EDGE-Mini Tablet lasted mere months and were ultimately stopped.⁴ All players were confiscated by the FLDOC claiming they did not approve of the fact

³ Keefe offered and sold the EDGE-Mini Tablet to FLDOC inmates with the full clearance and approval of the FLDOC.

⁴ FLDOC inmates were refunded the purchase price of the EDGE-Mini Tablet.

that the tablet contained a removable SD drive.⁵ In November 2017 the FLDOC finally informed the inmates that the Digital Music Player Program was going to end and that the FLDOC was beginning the JPay Multimedia Tablet Program.

29. From 2011 to 2017, FLDOC inmates purchased approximately 6.7 million digital media files through the Digital Music Player Program, at a cost of roughly \$11.3 million to those inmates and their families, while the FLDOC itself realized approximately \$1.4 million in commissions on these sales during the same time period. The remaining approximately \$10 million in profit went to Keefe. Furthermore, during this period FLDOC inmates collectively purchased over 30,000 media players supplied by Keefe, more than an additional \$3.2 million realized by Keefe.

JPay's Multimedia Tablet Program

30. In April of 2017, the FLDOC entered into a new contract with a competing vendor, Defendant JPay, an agreement that allows the FLDOC and specifically JPay to realize even higher profit margins at the expense of Plaintiffs and the inmates that are part of the putative class.

31. Under the current Multimedia Tablet Program, JPay offers two multimedia tablets for sale to FLDOC inmates, for either \$79.99 or \$129.99, depending on the screen size of the tablet. Similar to the previous program, the Multimedia Tablet Program also allows inmates to purchase and download digital media content for use on their JPay Tablets.

32. However, the Multimedia Tablet Program came with a significant downside for all inmates who had participated in the previous program: they would be required to surrender their digital media players to the FLDOC and lose access to all of their digital music and books,

⁵ Discovery in this action will reveal the true motivations and circumstances as to why the EDGE-Mini Tablet sales were terminated.

regardless of whether they chose to participate in the Multimedia Tablet Program or not.

33. As part of the April 17, 2017 contract JPay entered into with the FLDOC laying out the terms of the Multimedia Tablet Program, JPay and the FLDOC expressly agreed:

The Department [FLDOC] will address the following, which shall be communicated to the Contractor [JPay]:

- a. Current provider's warranty commitment;
- b. How inmates will redeem unused music credits;
- c. How inmates will retain previously-purchased music;
- d. Exact date for the current vendor to cease sales of players and songs;
- e. Current provider's player mortality; and
- f. How the current program will close out, including disposition of current players.

In addition, JPay expressly agreed in the contract to "prepare a Frequently Asked Questions (FAQ) document for the Department to distribute to inmates and staff that details these key topics and any others that need further explanation." A copy of the Multimedia Tablet Program Contract is attached hereto as Exhibit "G."

34. JPay worked hand in glove with the FLDOC to mislead the Plaintiffs and the other FLDOC inmates that are part of the putative class, and conspired with FLDOC to deprive them of their lawfully purchased property, without just compensation; despite express promises that Plaintiffs and other FLDOC inmates were entitled to transfer their digital media and would not have to repurchase digital media they already purchased.

The Pilot Program

35. In April 2017 JPay and the FLDOC decided to enact a pilot program for the Multimedia Tablet Program at Wakulla Correctional Institution located in Crawfordville, Florida.

36. As part of the pilot program, JPay transferred all digital media files from the Wakulla C.I. inmates' Keefe MP3/MP4 Players, and cloud-based library onto their JPay Tablets.

37. Realizing JPay could not make enough money by allowing FLDOC inmates to be able to transfer their digital media from the Digital Music Player Program, JPay and the FLDOC

conspired to devise a scheme that would deny the FLDOC inmates access to their digital media that was previously purchased. It was decided that the FLDOC and JPay would deceive FLDOC inmates by informing them that their digital media would not be able to be transferred to the new Multimedia Tablet Program, and that the Keefe MP3/MP4 Players would become contraband.

The Scheme to Defraud and Deprive the Class of Their Lawful Property

38. JPay worked in concert with the FLDOC to unlawfully deprive Plaintiffs and other putative class members of their property, by ensuring that they would have to surrender and dispose of their digital music players, and by eliminating their access to any digital media that was stored in their cloud-based library, on the Keefe Kiosks.

39. To that end, JPay with intent, and reckless disregard for Plaintiffs' and the members of the putative class's rights knowingly deprived them of their property for JPay's pecuniary gain. JPay expressly drafted the FAQs which were sent to all inmates and their families representing that previously downloaded digital media would not be transferred to a new JPay Tablet.

40. Moreover, as part of its contract with the FLDOC, JPay specifically received a list of all FLDOC inmates who purchased players and music through the Digital Music Player Program. JPay was directly aware that the FLDOC was actively denying inmates access to their legally purchased "permanent" downloads, and upon information and belief, assisted with the misleading messaging that was provided to the inmates in response to their filed grievances.⁶ A

⁶ In order to implement the Multimedia Tablet Program, the FLDOC first cut off access to those inmates' cloud-based libraries in January 2018, preventing them from downloading their own previously purchased digital media content.

Pursuant to the Multimedia Tablet Program, the FLDOC has forced, and is forcing, all FLDOC inmates who had participated in the previous Digital Media Player Program to surrender their lawfully purchased digital media players—including all of the digital media files on the player—to the FLDOC, on the date that they receive a new JPay Tablet under the Multimedia Tablet Program. For those inmates who chose not to receive a new JPay Tablet, the FLDOC set a deadline of January 23, 2019 to surrender their digital media player.

copy of Notice of Development of Rulemaking Rule 33-602.201 is attached hereto as Exhibit “H.”

41. Pursuant to the Multimedia Tablet Policy, on the date that the FLDOC forces a inmate to surrender their digital media player and files, that inmate is given the option to mail their digital media player to Keefe to have the Mortlaity Timer removed and mailed to someone outside of the correctional institution (for a fee of \$24.95), or have the digital media files that were stored on the Keefe MP3/MP4 Player transferred to a CD and then mailed to someone outside of prison (for the same fee).⁷

42. The option to send the player and/or files to someone outside of the correctional institution does not cure the problem. As noted above, FLDOC inmates purchased the Keefe MP3/MP4 Players and the digital media to listen to and enjoy *while in incarcerated*—not at some unspecified time in the future. Further, many FLDOC inmates are serving life sentences (or a term so long it is the functional equivalent of life) or have no family or friends to send their property to. For these inmates in particular, the option to mail out their property is completely illusory solution.

43. Moreover, upon information and belief, for digital media files that were stored in inmates’ cloud-based library, is no longer retrievable; these files are simply gone forever.

44. Despite previous assurances from the FLDOC and Keefe that inmates would “always own” the digital media files they had purchased under the previous program, the FLDOC with JPay’s direct knowledge and assistance, did not permit inmates to transfer *any* of the digital media files that they had purchased under the previous program to the new JPay Tablets, regardless of whether such digital media files were contained on the inmates Keefe MP3/MP Player itself or in the inmates’ cloud-based library.

⁷ It is unclear whether any inmates have been able to utilize either of these options, however, and whether the FDOC and/or Keefe have complied with any such requests.

45. If inmates want to listen to the digital media they had purchased under the previous program, they are required to re-purchase them under the current Multimedia Tablet Program. This was done according to the FLDOC so that JPay “could be compensated for their services.”

46. Inmates were forced to surrender their Keefe MP3/MP4 Players, and lost access to their digital media files as described above, regardless of whether they chose to additionally purchase a JPay Tablet through the Multimedia Tablet Program, the length of their sentence, or whether they have identifiable family members to whom to send their property.

47. Since the implementation of the Multimedia Tablet Program, FLDOC inmates have written hundreds of grievances and administrative appeals complaining about the arbitrary confiscation of their property without compensation. The FLDOC, through its Bureau of Contract Management, has denied all such grievances and appeals.

48. In response to the outpouring of grievances and appeals, the FLDOC developed standard response language. That language acknowledges the significant investment that FLDOC inmates and their families have made in the Digital Music Player Program, stating, among other things, “we understand that some inmates have made a significant investment in music with their current digital music players,” and “we are aware that family members over the years have provided funds for their loved one to add music to their current MP3 player.”

49. Despite these acknowledgements, the FLDOC has denied all such grievances and appeals and continues to move forward with the Multimedia Tablet Program without modification.

50. Moreover, the FLDOC has even explicitly admitted that the confiscation of lawfully purchased property without compensation was done to allow JPay to realize additional profits, stating in several grievance responses that the confiscation of all FLDOC inmates’ digital media files is “necessary” because “the download of content purchased from one vendor to another

vendor's device would negate the new vendor's ability to be compensated for their services." A copy of the FLDOC answer to Plaintiff's grievance is attached hereto as Exhibit "I."

51. In addition, the FLDOC's standard grievance response language simply tells inmates that their loss of property will be good for them in the long run, stating, "It is unfortunate that the music cannot be transferred, however, we hope that overtime [sic] the family and the inmate will see the added value of the new program." All of this was done for the benefit of JPay with their knowledge as expressly agreed to in the contract they entered into for the Multimedia Tablet Program.

CLASS ALLEGATIONS

52. Plaintiffs bring this action as a class action, pursuant to Rule 23(a) and 23(b)(3), Federal Rules of Civil Procedure on behalf of themselves and a class of all persons similarly situated.

53. Plaintiffs bring this class action pursuant to the Takings Clause of the Fifth Amendment to the U.S. Constitution and the Due Process Clause of the Fourteenth Amendment to the U.S. Constitution, and are member of, and seeks to represent, a class of persons and entities defined as:

"All FLDOC inmates who purchased Keefe MP3/MP4 Players, accessories, and digital media files through the Digital Music Player Program and whose Keefe MP3/MP4 Players and digital media files were taken, or will be taken, pursuant to the Multimedia Tablet Program."

54. Excluded from the putative class are the Defendants, Defendants' directors and officers, immediate families of Defendants' directors and officers, and any entity in which the Defendants maintained a controlling interest, or that is related to or affiliated with the Defendants,

or the legal representatives, agents, affiliates, heirs, successors-in-interests or assignees of any such excluded person. Also expressly excluded from the class are any persons and entities who have filed claims against any of the Defendants which are currently pending.

55. **Numerosity (Fed. R. Civ. P. 23(a)(1))** - The members of the putative class are so numerous that joinder of all members is impracticable. Plaintiffs estimate that the number of putative class members to be tens of thousands or more.

56. The precise number of putative class members can easily be ascertained by the records of both Defendant Keefe and Defendant JPay.

57. Notice may be provided to class members using first-class mail and other means.

58. **Commonality (Fed. R. Civ. P. 23(a)(2))** - Common questions of law and fact exist as to all putative class members and predominate over questions affecting individual putative class members. Among the questions of law and fact common to the putative class are:

- a. the scope and nature of Defendant Keefe's Digital Music Player Program;
- b. the scope and nature of Defendant JPay's Multimedia Tablet Program;
- c. whether Defendant JPay offered just compensation to inmates whose property was confiscated pursuant to the Multimedia Tablet Program;
- d. whether Defendant Keefe offered just compensation to inmates whose property was confiscated pursuant to the Multimedia Tablet Program;
- e. whether Defendant Keefe stands liable of fraudulent inducement for the misstatements and omissions they conveyed to Plaintiffs and the putative class;
- f. whether Defendant Keefe is liable to Plaintiffs and the putative class for breach of contract;
- g. whether Defendant Keefe defrauded Plaintiffs and the putative class through its

- misstatements and omissions conveyed to them;
- h. whether Defendant Keefe is liable to Plaintiffs and the putative class for conversion;
 - i. whether Defendant Keefe aided and abetted the fraud committed against the Plaintiffs and the putative class in light of its knowledge of the FLDOC's misrepresentations and omissions made to the Plaintiffs and the putative class concerning the Digital Media Player Program;
 - j. whether Defendants Keefe and JPay conspired with the FLDOC to defraud Plaintiffs and the putative class;
 - k. whether Defendant JPay stands liable of fraudulent inducement for the misstatements and omissions they conveyed to Plaintiffs and the putative class;
 - l. whether Defendant JPay aided and abetted the fraud committed against the Plaintiffs and the putative class in light of its knowledge of the FLDOC's misrepresentations and omissions made to the Plaintiffs and the putative class concerning the Digital Media Player Program and the Multimedia Tablet Program;
 - m. whether Defendant Keefe's conduct constitutes a violation of Florida's Unfair Deceptive Trade Practices Act;
 - n. whether Defendant JPay's conduct constitutes a violation of Florida's Unfair Deceptive Trade Practices Act;
 - o. whether Defendant Keefe is liable to the Plaintiffs and the putative class for unjust enrichment;
 - p. whether, and to what extent Plaintiffs and the putative class were damaged by Defendant Keefe's conduct;
 - q. whether, and to what extent Plaintiffs and the putative class were damaged by

Defendant JPay's conduct; and

- r. whether Plaintiffs and the putative class have sustained monetary loss and the proper measure of that loss.

59. **Typicality (Fed. R. Civ. P. 23(a)(3))** - Plaintiffs' claims are typical of the claims of all the putative class members. Plaintiffs have been damaged by the same wrongful conduct by Defendants Keefe and JPay and suffered injuries similar in kind and degree to the injuries suffered by all putative class members. Plaintiffs make the same claims and seek the same relief for themselves and for all putative class members.

60. **Adequate Representation (Fed. R. Civ. P. 23(a)(4))** - Plaintiffs will fairly and adequately protect the interests of the putative class. Plaintiffs have retained counsel that are highly experienced in complex consumer class action litigation, and Plaintiffs intend to vigorously prosecute this action on behalf of the putative class. Furthermore, Plaintiffs have no interests that are antagonistic to those of the putative class.

61. **Superiority (Fed. R. Civ. P. 23(b)(3))** - Proceeding on a classwide basis is a superior method for the fair and efficient adjudication of the controversy because class treatment will permit a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expenses that individual actions would entail. Class treatment will allow injured persons to seek redress for injuries that would not be practical to pursue individually because the damages suffered by the individual members of the putative class is relatively small compared to the burden and expense of individual litigation of their claims against Defendants Keefe and JPay. These benefits substantially outweigh any difficulties that could arise out of class treatment. Furthermore, Plaintiffs know of no difficulty that will arise in the management of this litigation that would

preclude its maintenance as a class action.

COUNT ONE:
FRAUDULENT INDUCEMENT
(AS TO KEEFE)

62. Plaintiffs repeat, reallege and adopt paragraphs 1 through 61 above as if fully set forth herein.

63. As more specifically set forth above, Defendant Keefe and the FLDOC falsely and fraudulently represented to Plaintiffs and members of the putative class, that they would always own the digital media files purchased under the Digital Music Player Program.

64. The End User Agreement falsely and fraudulently represented to the Plaintiffs and members of the putative class, that FLDOC inmates would always be entitled to transfer their permanent downloads to other personal devices.

65. Additionally, Defendant Keefe falsely and fraudulently represented purchases entitled the FLDOC inmates to export, burn, or copy their permanent downloads for their personal and entertainment use; that they would always be permitted to delete and re-order digital media files that they had purchased from the cloud-based library, at any time and at no additional cost; and that all digital downloads were permanent.

66. The representations made by Defendant Keefe and FLDOC were in fact false as the Digital Music Player Program contract contained an expiration date.

67. When Defendant Keefe made these representations, they knew them to be false.

68. The false representations made by Keefe and FLDOC were made with the intent to defraud and deceive Plaintiffs and members of the putative class, specifically in order to compel them to purchase MP3/MP4 Players, accessories and digital media files.

69. Plaintiffs and the inmates who are members of the putative class relied upon the false and fraudulent representations made by Defendant Keefe and FLDOC when purchasing in excess of \$11,000,00.00 of Keefe MP3/MP4 Players, accessories and digital media files under the Digital Music Download Program.

70. As a result, Plaintiffs and the inmates who are part of the putative class have suffered substantial monetary damages and loss of their property rights.

COUNT TWO:
BREACH OF CONTRACT
(AS TO KEEFE)

71. Plaintiffs repeat, reallege and adopt paragraphs 1 through 61 above as if fully set forth herein.

72. As a condition of participation in the Digital Music Player Program Plaintiffs received and were required to accept the End User Agreement.

73. The End User Agreement set forth express promises, including the permanent nature of Plaintiffs digital media purchases.

74. Plaintiffs complied with each of their obligations under the End User Agreement.

75. In December 2017, Keefe removed the Keefe Kiosks from FLDOC institutions which has permanently blocked inmates from accessing their digital media files stored in the cloud-based library.

76. As more specifically set forth above, Defendant Keefe has breached, and is in continuing breach of, their contractual obligations and promises made to Plaintiffs under the End User Agreement.

77. The actions and inactions of Keefe have caused Plaintiffs to suffer substantial damages.

COUNT THREE:
COMMON LAW FRAUD
(AS TO KEEFE)

78. Plaintiffs repeat, reallege and adopt paragraphs 1 through 61 above as if fully set forth herein.

79. From 2011 to 2017, Defendant Keefe and FLDOC falsely and fraudulently represented to Plaintiffs and members of the putative class, that they would always own the digital media files purchased under the Digital Music Player Program.

80. As more specifically set forth above, Defendant Keefe and FLDOC falsely and fraudulently represented: (1) digital downloads were permanent; (2) the FLDOC inmate was entitled to export, burn, or copy permanent downloads solely for their personal, noncommercial, and entertainment use; (3) FLDOC inmates would always be entitled to transfer their permanent downloads to other personal devices; and (4) that they would always be permitted to delete and re-order digital media files that they had purchased from the cloud-based library, at any time and at no additional cost.

81. Additionally, Keefe's User Guide that accompanied Keefe MP3/MP4 Players, falsely and fraudulently represented to FLDOC inmates that they would never have to purchase the same song or book twice and that they could delete and re-order songs as often they wanted.

82. Notwithstanding Keefe's express promises that the digital media downloads were permanent and the property of the inmate, Keefe began removing Kiosks from FLDOC institutions in December 2017.

83. The representations made by Defendant Keefe were in fact false as Keefe knew the Digital Music Player Program contract had an expiration date.

84. Plaintiffs and the inmates who are members of the putative class, believed the representations of Keefe and FLDOC to be true, and relied upon those false and fraudulent representations to their detriment when they: (1) purchased more than 30,000 Keefe MP3/MP4 Players and (2) purchased more than \$11,000,000.00 in digital content.

85. As a proximate result of the fraud and deceit of Defendant Keefe, Plaintiffs and the inmates who are part of the putative class have suffered substantial monetary damages and loss of their property rights.

COUNT FOUR:
CONVERSION
(AS TO KEEFE)

86. Plaintiffs repeat, reallege and adopt paragraphs 1 through 61 above as if fully set forth herein.

87. As more specifically set forth above, Plaintiffs and the inmates who are part of the putative class purchased permanent digital media files from Keefe through the Digital Music Player Program.

88. Plaintiffs and the members of the putative class own millions of dollars in digital media files stored in the cloud-based library on the Keefe Kiosks.

89. Defendant Keefe removed their Kiosks from FLDOC facilities thereby permanently dispossessing Plaintiffs of their digital media property housed in the cloud-based library.

90. At the time the Keefe Kiosks were removed Plaintiffs enjoyed a right to the possession of their digital media property stored on the cloud-based library.

91. Notwithstanding, the illusory option to mail their Keefe MP3/MP4 Players, accessories and/or digital media property outside of the correctional institution, Defendant Keefe

wrongfully asserted dominion and control over Plaintiffs' digital media property stored in the cloud-based library without Plaintiffs' permission and/or consent.

92. Keefe has permanently deprived Plaintiffs of their rights to their digital media property.

93. The wrongful actions of Keefe were intentional acts performed without any justification or privilege.

94. As a proximate result of the act of dominion wrongfully asserted by Keefe over Plaintiffs' property, Plaintiffs have suffered substantial damages and loss of their property rights.

COUNT FIVE:
AIDING AND ABETTING FRAUD
(AS TO KEEFE)

95. Plaintiffs repeat, reallege and adopt paragraphs 1 through 61 above as if fully set forth herein.

96. As more specifically set forth above, Defendant Keefe and FLDOC falsely and fraudulently represented to Plaintiffs and members of the putative class, that they would always own the digital media files purchased under the Digital Music Download Program.

97. At the time Defendant Keefe and FLDOC made such misrepresentations, FLDOC inmates were not informed that their digital media file purchases would only be available for use during the span of the FLDOC's contract with Keefe.

98. Defendant Keefe substantially assisted FLDOC in creating and executing this scheme with the intent to defraud and deceive Plaintiffs and members of the putative class.

99. When Defendant Keefe and FLDOC made these false representations, they knew them to be false.

100. When Defendant Keefe made false and fraudulent representations, they substantially assisted FLDOC in defrauding the Plaintiffs and wrongfully depriving them of their lawfully obtained property.

101. The false and fraudulent representations were made by Keefe and FLDOC to Plaintiffs in order to induce them into purchasing Keefe MP3/MP4 Players, accessories, digital media files and the EDGE-Mini Tablet.

102. Plaintiffs relied upon the misrepresentations made by Defendant Keefe and FLDOC, to their detriment, when purchasing Keefe MP3/MP4 Players, accessories, digital content and the EDGE-Mini Tablet.

103. Notwithstanding Keefe's express promises that the digital media downloads were permanent and the property of the inmate purchasing, neither Keefe nor FLDOC have refunded Plaintiffs for their wrongfully taken property.

104. As a proximate result, Plaintiffs and the inmates who are part of the putative class have suffered substantial monetary damages and loss of their property rights.

COUNT SIX:
CIVIL CONSPIRACY
(AS TO KEEFE AND JPAY)

105. Plaintiffs repeat, reallege and adopt paragraphs 1 through 61 above as if fully set forth herein.

106. Defendants Keefe and Defendant JPAY engaged in a conspiracy to defraud the Plaintiffs and deprive them of their lawfully purchased digital media and Keefe MP3/MP4 Players.

107. Upon information and belief, the time period for the conspiracy was approximately April 2017 through the present.

108. Among the primary objectives of the conspiracy was a wrongful taking of some or all of the Plaintiffs' Keefe MP3/MP4 Players, accessories, and digital media property purchased by them through the Digital Music Player Program.

109. In pursuit of this conspiracy, one or more Defendants executed contracts with FLDOC to assist in the taking of some or all of the Keefe MP3/MP4 Players, accessories, and digital media property, with knowledge of Plaintiffs' property rights.

110. Defendants acted in bad faith so that each may keep the spoils of their scheme.

111. Defendants acted with actual knowledge of, or reckless indifference to, the fact that Plaintiffs would be wrongfully dispossessed of their lawfully owned property.

112. Defendants' actions performed pursuant to the conspiracy have proximately caused Plaintiffs to suffer substantial damages and loss of their property rights.

COUNT SEVEN:
FRAUDULENT INDUCEMENT
(AS TO JPAY)

113. Plaintiffs repeat, reallege and adopt paragraphs 1 through 61 above as if fully set forth herein.

114. As stated above, in April 2017, the FLDOC executed the Multimedia Tablet Program with Defendant JPay.

115. As more specifically set forth above, Defendant JPay and FLDOC falsely and fraudulently represented to Plaintiffs that none of the media purchased under the Digital Music Player Program was transferrable to JPay Tablets.

116. The representations made by Defendant JPay and FLDOC were in fact false as, upon information and belief, a pilot program was conducted at Wakulla Correctional Institution

wherein digital media files purchased under Digital Music Player Program were transferred onto JPay Tablets.

117. Additionally, Defendant JPay assisted FLDOC with the misleading messaging that was provided to the Plaintiffs in response to their filed grievances.

118. When Defendant JPay and FLDOC made these false and fraudulent representations, they knew them to be false.

119. Defendant JPay and FLDOC made these false representations with the intent to defraud and deceive Plaintiffs and in order to compel Plaintiffs to repurchase equipment, accessories and digital content from Defendant JPay.

120. Plaintiffs believed the representations of JPay and FLDOC to be true and relied upon those representations to their detriment, when they were compelled to forfeit their digital media content and Keefe MP3/MP4 Players purchased under the Digital Music Player Program.

121. As a proximate result of the fraud and deceit of Defendant JPay and FLDOC Plaintiffs have suffered substantial damages and loss of their property rights.

COUNT EIGHT:
COMMON LAW FRAUD
(AS TO JPAY)

122. Plaintiffs repeat, reallege and adopt paragraphs 1 through 61 above as if fully set forth herein.

123. As stated above, in April 2017, the FLDOC executed the Multimedia Tablet Program with Defendant JPay.

124. As more specifically set forth above, Defendant JPay and FLDOC falsely and fraudulently represented to Plaintiffs that none of the media purchased under the Digital Music Player Program was transferrable to JPay Tablets.

125. The representations made by Defendant JPay and FLDOC were in fact false as, upon information and belief, in 2017 a pilot program was conducted at Wakulla Correctional Institution wherein digital media files purchased under Digital Music Player Program were successfully transferred onto JPay Tablets.

126. Additionally, Defendant JPay assisted FLDOC with the misleading messaging that was provided to the Plaintiffs in response to their filed grievances concerning the loss of their property.

127. When Defendant JPay and FLDOC made these false and fraudulent representations, they knew them to be false.

128. Defendant JPay and FLDOC made these false representations with the intent to defraud and deceive Plaintiffs and in order to compel Plaintiffs to repurchase JPay Tablets, accessories and digital content.

129. Plaintiffs believed the representations of JPay and FLDOC to be true and relied upon those representations to their detriment, when they were compelled to forfeit their Keefe MP3/MP4 Players and digital media content.

130. As a proximate result of the fraud and deceit of Defendant JPay and FLDOC Plaintiffs have suffered substantial damages and loss of their property rights.

COUNT TEN:
AIDING AND ABEDTTING FRAUD
(AS TO JPAY)

131. Plaintiffs repeat, reallege and adopt paragraphs 1 through 61 above as if fully set forth herein.

132. As more specifically set forth above, Defendant Keefe and FLDOC falsely and fraudulently represented to Plaintiffs and inmates who are members of the putative class that once purchased the digital media content would be their property forever.

133. Defendant JPay provided substantial assistance to FLDOC in authoring and circulating FAQs which contained false and fraudulent misrepresentations concerning the transferability of the Plaintiffs' digital media property from the Digital Music Player Program to the Multimedia Tablet Program.

134. JPay also substantially assisted FLDOC's scheme to defraud and deceive Plaintiffs by providing monetary rewards exclusively to inmates that participated in their Multimedia Tablet Program in an effort to facilitate the FLDOC taking of the Plaintiffs lawfully owned Keefe MP3/MP4 Players and digital media content purchased under the Digital Music Player Program.

COUNT ELEVEN:
FLORIDA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT
(Fla. Stat. § 501.201, *et seq.*)
(AS TO KEEFE)

135. Plaintiffs repeat, reallege and adopt paragraphs 1 through 61 above as if fully set forth herein.

136. For decades, Keefe has entered into numerous multimillion-dollar contracts with the state of Florida and FLDOC for the sales of goods and services to FLDOC inmates, and members of the class, including but not limited to the Digital Music Download Program.

137. Throughout the Digital Music Download Program, Keefe and FLDOC, sold Plaintiffs and members of the putative class, in excess of \$11,000,000.00 in Keefe MP3/MP4 Players, accessories and digital media content.

138. As more specifically set forth above, Defendant Keefe and FLDOC falsely and fraudulently represented to Plaintiffs, and inmates who are members of the putative class, that once purchased the digital media content would be their property forever.

139. Additionally, Defendant Keefe falsely and fraudulently represented to Plaintiffs that their digital media purchases would be transferrable to other personal devices.

140. The representations made by Defendant Keefe and FLDOC were in fact false as the Digital Music Player Program contract contained an expiration date.

141. Keefe and FLDOC's representations were also false and fraudulent as the digital media content is in fact transferrable to the JPay Tablets.

142. When Defendant Keefe and FLDOC made these representations, they knew them to be false.

143. Keefe and FLDOC's unconscionable and deceptive acts and practices were designed to maximize profits and inflict injury and harm only upon Plaintiffs and members of the putative class.

144. Plaintiffs are injured by virtue of the Keefe deceptive and unfair trade practices as contemplated by FDUPTA.

145. As a result of Keefe's violations of FDUPTA, Plaintiffs have suffered, and continue to suffer, substantial damages.

COUNT TWELVE:
FLORIDA UNFAIR AND DECEPTIVE TRADE PRACTICES ACT
(Fla. Stat. § 501.201, et seq.)
(AS TO JPAY)

146. Plaintiffs repeat, reallege and adopt paragraphs 1 through 61 above as if fully set forth herein.

147. On April 17, 2017, Defendant JPay executed the Multimedia Tablet Program with the state of Florida and FLDOC for the sales of goods and services to FLDOC inmates, and members of the putative class.

148. Defendant JPay authored and circulated FAQs to the consumers, including Plaintiffs, which contained false and fraudulent misrepresentations concerning the transferability of their digital media property from the Digital Music Player Program to the Multimedia Tablet Program.

149. JPay and FLDOC's representations were also false and fraudulent as the digital media content is in fact transferrable to the JPay Tablets.

150. When Defendant JPay and FLDOC made these representations, they knew them to be false.

151. JPay and FLDOC's unconscionable and deceptive acts and practices were designed to maximize profits and inflict injury and harm only upon Plaintiffs and members of the putative class.

152. Plaintiffs are injured by virtue of the JPay's deceptive and unfair trade practices as contemplated by FDUPTA.

153. As a proximate result of JPAY's violations of FDUPTA, Plaintiffs have suffered, and continue to suffer, substantial damages.

COUNT THIRTEEN:
UNJUST ENRICHMENT
(AS TO KEEFE)

154. Plaintiffs repeat, reallege and adopt paragraphs 1 through 61 above as if fully set forth herein.

155. In and between January 2011 and December 2017, Keefe sold, and Plaintiffs purchased more than 33,000 Keefe MP3/MP4 Players and Plaintiffs and members of the putative class conferred a benefit to Keefe for the music downloads excess of \$11,000,000.00.

156. Keefe voluntarily accepted and retained the benefit conferred by Plaintiffs, and members of the putative class.

157. In December 2017, Keefe began removing the Keefe Kiosks from FLDOC institutions and Plaintiffs no longer have access to their purchased digital media content housed in the cloud-based storage.

158. The circumstances render Keefe's retention of monies paid by Plaintiffs and members of the putative class inequitable unless Keefe refunds Plaintiffs the value of the Players, accessories and digital media downloads.

159. Keefe has been unjustly enriched at the expense of the Plaintiffs.

160. Plaintiffs and members of the putative class are entitled to damages as a result of Keefe's unjust enrichment.

161. Keefe is liable to give restitution to Plaintiffs and members of the putative class, for all benefits conferred under the Digital Music Player Program.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and the inmates who are part of the putative class pray for the following relief:

(a) Determining that this action is a proper class action, certifying Plaintiffs as Class Representatives under Rules 23 (b)(3) and Plaintiffs' counsel as Class Counsel;

(b) Awarding Plaintiffs and the putative class compensatory damages under 42 USC § 1983;

(c) Awarding Plaintiffs and the putative class compensatory damages for Keefe's fraudulent inducement and negligent omissions;

(d) Awarding Plaintiffs and the putative class compensatory damages for JPay's fraud;

(e) For judgment against Keefe for the value of the benefits conferred upon Keefe by virtue of Plaintiffs' and putative class' purchasing Keefe MP3/MP4 Players, accessories and digital media downloads, according to proof at trial, which value is believed to exceed Eleven Million Dollars (\$11,000,000.00);

(f) Awarding Plaintiffs and the putative class prejudgment interest at the maximum legal rate; costs of this action; and reasonable attorneys';

(g) Awarding Plaintiffs punitive damages, as permitted by law, for Defendants' willful and wonton acts; and

(h) Granting other such relief as the Court deems just and proper.

Dated: April 24, 2019

Respectfully submitted,

By: /s/Scott D. Hirsch
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The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS RODRIGUEZ, MATTHEW; CLAYTON, OTIS DEFENDANTS JPAY, INC., and KEEFE COMMISSARY NETWORK, LLC

(b) County of Residence of First Listed Plaintiff Martin County of Residence of First Listed Defendant Miami-Dade (EXCEPT IN U.S. PLAINTIFF CASES) (IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address, and Telephone Number) See attachment

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED. Attorneys (If Known)

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State PTF DEF 1 1
Citizen of Another State 2 2
Citizen or Subject of a Foreign Country 3 3
Incorporated or Principal Place of Business In This State PTF DEF 4 4
Incorporated and Principal Place of Business In Another State 5 5
Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT TORTS FORFEITURE/PENALTY LABOR IMMIGRATION BANKRUPTCY SOCIAL SECURITY OTHER STATUTES FEDERAL TAX SUITS
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl. Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise
PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Med. Malpractice
REAL PROPERTY 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property
CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/Accommodations 444 Amer. w/Disabilities - Employment 446 Amer. w/Disabilities - Other 448 Education
PRISONER PETITIONS Habeas Corpus: 463 Alien Detainee 510 Motions to Vacate Sentence Other: 530 General 535 Death Penalty 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee - Conditions of Confinement
625 Drug Related Seizure of Property 21 USC 881 690 Other
422 Appeal 28 USC 158 423 Withdrawal 28 USC 157
820 Copyrights 830 Patent 835 Patent - Abbreviated New Drug Application 840 Trademark
710 Fair Labor Standards Act 720 Labor/Mgmt. Relations 740 Railway Labor Act 751 Family and Medical Leave Act 790 Other Labor Litigation 791 Empl. Ret. Inc. Security Act
462 Naturalization Application 465 Other Immigration Actions
861 HIA (1395ff) 862 Black Lung (923) 863 DIWC/DIWW (405(g)) 864 SSID Title XVI 865 RSI (405(g))
870 Taxes (U.S. Plaintiff or Defendant) 871 IRS-Third Party 26 USC 7609
896 Arbitration 899 Administrative Procedure Act/Review or Appeal of Agency Decision 950 Constitutionality of Stat Statutes

V. ORIGIN (Place an "X" in One Box Only)
1 Original Proceeding 2 Removed from State Court 3 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation Transfer 7 Appeal to District Judge from Magistrate Judgment 8 Multidistrict Litigation - Direct File 9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): 28 U.S.C. § 1332(A)(1); Fraudulent Inducement; Breach Of Contract; Fraud; Conversion; Aiding/Abetting Fraud; LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE April 25, 2019 SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY RECEIPT # AMOUNT IFP JUDGE MAG JUDGE

CIVIL COVER SHEET
(Attachment Page 2)

Plaintiffs' Attorneys:

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

MATTHEW RODRIGUEZ; and
OTIS CLAYTON, individually
and on behalf of those similarly situated,

Plaintiffs,

vs.

JPAY, INC., and
KEEFE COMMISSARY NETWORK, LLC,

Defendants.

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Case No.:

SUMMONS IN A CIVIL ACTION

To: JPAY, INC.
C/O Registered Agent
CT Corporation System
1200 South Pine Island Road
Plantation, Fl 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) – or 60 days if you are in the United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) – you must serve on plaintiffs an answer to the attached complaint of a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorneys, whose names and addresses are:

Scott D. Hirsch, Esq.
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SCOTT HIRSCH LAW GROUP, PLLC
7301 W. Palmetto Park Road, Ste. 207A
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Tel.: (561) 800-4177
Erika@RodriguezLawPA.com

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You must also file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

**MATTHEW RODRIGUEZ; and
OTIS CLAYTON, *individually***
and on behalf of those similarly situated,

Plaintiffs,

vs.

**JPAY, INC., and
KEEFE COMMISSARY NETWORK, LLC,**

Defendants.

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Case No.:

CLASS ACTION

DEMAND FOR JURY TRIAL

SUMMONS IN A CIVIL ACTION

To: KEEFE COMMISSARY NETWORK, LLC.
C/O Registered Agent
CT Corporation System
1200 South Pine Island Road
Plantation, Fl 33324

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) – or 60 days if you are in the United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) – you must serve on plaintiffs an answer to the attached complaint of a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff’s attorneys, whose names and addresses are:

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If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You must also file your answer or motion with the court.

CLERK OF COURT

Date: _____

Signature of Clerk or Deputy Clerk

EXHIBIT “A”

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

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Keefe Commissary Network, LLC (“Contractor”) to provide statewide canteen operation services.

This Amendment:

- Revises and Renames Section II., E., Final Implementation Plan and Transition Schedule;
- Revises Section II., F., Administrative Requirements, to add #6.;
- Revises Section II., G., Hours of Operation, to add #3.;
- Revises Section II., H., Master Canteen Products List, #1.;
- Revises Section II., L., Additional Canteen Services, #3.;
- Revises Section II., L., Additional Canteen Services, to add #5., #6., and #7.;
- Revises Section II., M., Inmates in Special Housing Units or Other Confinement Status;
- Revises Section II., W., Information Technology/Point of Sale Systems, #1.;
- Revises Section II., W., Information Technology/Point of Sale Systems, to add #7.;
- Revises Section II., Y., Minority/Disabled Veteran Business Utilization and Reporting;
- Revises Section II., AA., General Reporting Requirements, to add #3. and #4.;
- Revised Section II., BB., Performance Measures, #1., c.;
- Revises Section II., BB., Performance Measures, #1., to add d. and e.;
- Revises Section II., DD., Liquidated Damages (General), #1, c.;
- Revises Section II., DD., Liquidated Damages (General), #1., to add d. and e.;
- Revises Section III., A., Payment and Invoices, #1., #3. and #4.;
- Revises Section IV., CONTRACT MANAGEMENT; and
- Revises Attachment A, Master Canteen Product List.

Original contract period:

March 29, 2009 through March 31, 2014

In accordance with Section V., CONTRACT MODIFICATION; the following changes are hereby made:

1. Section II., E., Final Implementation Plan and Transition Schedule is hereby revised and renamed to read:

E. Implementation Plan and Transition Schedule for MP3 Player Program and Securepak Programs

1. MP3 Player Program:

Upon execution of this Amendment, the Contractor shall submit an estimated Implementation Plan and Transition Schedule for the commencement of the MP3 Player Program at all Department facilities to the Contract Manager. The Contract Manager shall approve and adjust the implementation plan and transition schedule as deemed necessary, and will provide a final Implementation Plan and Transition Schedule upon approval to the Contractor. Full implementation, which shall include delivery of equipment and supplies, meeting security requirements at all facilities, and the training of Department staff at all facilities shall be completed no later than December 23, 2011.

CONTRACT #C2562
AMENDMENT #1

The final approved Implementation Plan and Transition Schedule for this project will provide the date and time for the start of installation and a date certain for the system and equipment to be fully operational and delivering services. Union Correctional Institution and Jefferson Correctional Institution shall be the first sites at which this MP3 Player program shall be implemented. Thereafter, the Contractor shall implement service delivery at all other institutions and facilities in accordance with the Implementation Plan and Transition Schedule. MP3 Player services for satellite facilities will be implemented with the main institution that is responsible for the oversight of the satellite facility. Final operational testing at each institution shall be coordinated between the Contractor and the Department.

2. Quarterly Securepak Program Family/Friends – Food and Property

The Contractor shall commence implementation of services for the Quarterly Securepak Food Program on July 1, 2011 or upon execution of this amendment. Services for the Quarterly Securepak Property Program will commence on September 1, 2011. The Contractor shall provide 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.

3. Monthly Outbound Securepak Program-Inmates

The Contractor shall commence implementation of services for the Monthly Outbound Securepak Program on September 1, 2011. Issues regarding the inmate's monthly Securepak order will be addressed in accordance with Section II., Z., Inmate Complaints/Grievances, of this contract.

2. Section II., F., Administrative Requirements, is hereby revised to add #6:

6. Pursuant to section 945.215, Florida Statutes, the Department must deposit the net proceeds from the commission payment into the State's General Revenue Fund. The Department has, however, incurred certain operating costs in conjunction with the installation and operation of kiosks that will be used to operate the MP3 Player program and with the Access Securepak programs. These costs shall be offset against the monthly commission in order to determine the net proceeds for deposit into the State's General Revenue Fund. This amount may be increased or decreased at the Department's discretion based on actual costs incurred.

3. Section II., G., Hours of Operation, is hereby revised to add #3:

3. MP3 Kiosk Operations Hours

The Contractor shall make MP3 Kiosks available during the same hours of operation set by Section II., G., 1, of this contract, or as determined by each facility's warden. In the event of a security issue, the Contractor shall have the ability to render the kiosk inoperable for inmate use. The Contractor's on-site representative will be notified by appropriate Department staff of any required shutdowns of the kiosk or whether the kiosk will be allowed to operate during lockdown periods.

4. Section II., H., Master Canteen Products List, #1., is hereby revised to read:

1. All products approved for resale in the Department's canteens are listed on the Master Canteen Products List (see revised Attachment A, dated June 2011). The Master Canteen Products list is comprised of the following separate product or menu lists:

- a. Male Inmate Canteen Menu
- b. Female Inmate Canteen Menu
- c. Visitor Park Canteen Menu
- d. Death Row Menu
- e. Death Row Arts & Crafts Products
- f. Death Row Electronics
- g. Male Quarterly Order Products
- h. Female Quarterly Order Products
- i. Male Weekly Order Products
- j. Female Weekly Order Products
- k. Close Management I & II, Male
- l. Close Management I & II, Female
- m. Close Management III, Male
- n. Close Management III, Female
- o. Holiday Menu (To be submitted to the Canteen Review Team for recommendation prior to October 1st annually.)
- p. Quarterly Securepak Food Package Program for Family/Friends
- q. Quarterly Securepak Female Property Program for Family/Friends
- r. Quarterly Securepak Male Property Program for Family/Friends
- s. Outbound Securepak Program

5. Section II., L., Additional Canteen Services, #3., first paragraph, is hereby revised to read:

3. Weekly Order Items

In addition to items routinely stocked for resale, the inmate canteens shall also sell approved inmate property items that are stocked in the warehouse. Weekly orders will be processed through a designated inmate canteen, and delivered to the designated area for pick up by the inmate. The items are listed in the revised Master Canteen Products List (see revised Attachment A, dated June 2011).

6. Section II., L., Additional Canteen Services, is revised to add #5.,#6., and #7.

5. Weekly MP3 Player Program

The Contractor shall provide an MP3 Player Program that provides a secure method by which inmates can browse, select, and download digital content to their MP3 player. The program shall consist of an MP3 player, kiosk, and a private satellite delivery system. All costs related to the kiosks, satellite equipment, network bandwidth, and ongoing maintenance shall be the responsibility of the Contractor. The Contractor is acknowledged to be the owner of all equipment associated with the operation of this program. The Department is not responsible for any capital costs associated with the implementation of this program. The Department assumes no liability for damage to and/or removal of the above-referenced equipment.

The Contractor shall provide inmates the ability to connect their MP3 player to a kiosk via a standard USB connection allowing them to download music. The player shall have the ability to be unlocked upon release of the inmate for continued use for a one-time fee paid by the released inmate to the Contractor.

- a. Purchase of MP3 Player, Songs, and Accessories

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In order to purchase an MP3 Player and/or accessories, the inmate will submit a weekly order form to the Contractor's on-site manager for the purchase of the MP3 player, songs, and/or accessories. Songs may be purchased in a block of prepaid music in increments of five (5) songs with no weekly limit on the number of songs purchased. The Department will submit a daily file using File Transfer Protocol (FTP) technology of inmate balances to the Contractor. The Contractor is responsible for computing the total dollar amount and returning the weekly sales file using File Transfer Protocol (FTP) technology to the Inmate Trust Fund. The Inmate Trust Fund will deduct the funds from the inmate's account. At that point the order will be filled. The Inmate Trust Fund will send a check to the Contractor the following week for the sales deducted from the inmates' accounts.

The Contractor shall be responsible for submitting a monthly transaction detail report in accordance with Section II., AA., 4., of this Contract.

The Contractor shall be responsible for processing all refunds of unused pre-paid media accounts. The Contractor shall submit a refund process to the Department within thirty (30) days of contract execution for review and approval. The Contractor shall post in a visible location informing inmates how refunds for unused pre-paid media accounts will be handled.

b. Admissible Songs for Music Library

The Contractor shall provide an MP3 Music Library that can be filtered to remove any songs that the Department deems inadmissible. The Contractor's music library shall have the capability of being filtered by album, artist, and/or song at the Department's request. Songs may not be offered that are labeled as "explicit content". However, these songs can be made available in clean version formats.

6. Quarterly Securepak Program for Family/Friends

Orders for food and property packages may be placed by family and friends only. All orders shall be filled and packed at Keefe's secure warehouse and sealed with a pre-printed tamper evident tape and shall adhere to the Department-approved dollar limit. A shipping and handling fee may be charged for each package. The Department will receive a commission fee per package. All pricing and products will be in accordance with Section II., I., 1., Master Canteen Products List Pricing and Price Increases, of this Contract.

7. Monthly Outbound Securepak Program for Inmates

Inmates will be authorized to purchase an outbound Securepak at the Department-approved dollar limit. Outbound packages may only be sent to persons on the inmate's approved visitation list and those family members listed on the OT30 screen in the Offender Based Information System (OBIS). All orders will be filled and packed at Contractor's secure warehouse and shall adhere to the Department-approved dollar limit. A shipping and handling fee may be charged for each package. The Department will receive a commission fee per package. All pricing and products shall be in accordance with Section II., I., 1., Master Canteen Products List Pricing and Price Increases, of this Contract.

7. Section II., M., Inmates in Special Housing Units or Other Confinement Status, is hereby revised to read:

1. Special housing unit orders shall be handled as follows:

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- a. Canteen Purchases: In addition to inmates in general population, the Contractor shall sell canteen products to inmates in special housing units including Close Management, Administrative and Disciplinary Confinement, Death Row, Infirmary, Transitional Care Units (TCU's) and Crisis Stabilization Units (CSU's) (Psychiatric Units). The specific procedure to be utilized by the Contractor shall be established by each individual institution pursuant to a confinement delivery schedule approved by the Warden.
- b. MP3 Program Purchases: Inmates in Disciplinary Confinement will not be authorized to make MP3 Program purchases to include MP3 players, songs, and accessories.

Inmates in special housing units including Death Row, Infirmary, Transitional Care Units (TCU's) and Crisis Stabilization Units (CSU's) (Psychiatric Units) may be authorized to purchase equipment and/or songs in conjunction with this program at the Department's discretion. The Contractor Canteen Manager or the Inmate Canteen Operator will deliver orders to the housing units for distribution, as determined by the individual institution. MP3 music purchase downloads will be authorized for inmates in Administrative Confinement and shall be performed by the Contractor on behalf of the inmate.

2. Processing Confinement Orders: The inmate shall be provided with a manner in which to fill-out an order form and receive the items ordered within three (3) days or earlier if required by the institution's confinement delivery schedule. All signed order forms will be sent to the Contractor's staff (Canteen Manager) assigned to the facility who shall debit the inmate's canteen account. The Contractor's Canteen Manager or the Inmate Canteen Operator will deliver orders to the housing units for distribution, as determined by the individual institution. After delivery of the canteen orders to the housing unit in clear, perforated bags provided by Contractor, Security Staff and the canteen staff will distribute the orders cell-by-cell. The inmate receiving the items will sign the receipt for the merchandise delivered. The Contractor's Canteen Manager will update the CM/Confinement order log for tracking purposes. Any undeliverable sales will be voided and merchandise will be returned to stock and credited to the inmates account. Canteen orders will be processed weekly using appropriate order forms. The Contractor shall be responsible for providing a sufficient number of order forms for each applicable institution. The Contract Manager shall provide an original of each required form to the Contractor within ten days of contract execution, which may be duplicated as needed by the Contractor.

8. Section II., W., Information Technology/Point of Sale Systems, #1., is hereby revised to read:

1. Overview of Systems Operations

The existing and future canteen infrastructure at each institution shall consist of a server, software, and point-of-sale devices; all of which are owned by the current Contractor. The Contractor-owned equipment resides on a segment of the Department's computer network that has been specifically configured for the Contractor's use. These local networks have been configured with special security measures to ensure that the Contractor's employees cannot access any of the Department's Information Technology resources through the network other than the canteen system.

There are other Contractor-owned and operated servers which are located in the Data Center located at the Southwood Shared Resource Center (SSRC) in Tallahassee, Florida and will operate under a separate Service Level Agreement (SLA) from this Contract. These servers consist of a main applications/database server, and two auxiliary servers used for data communications and software management. The main server in the SSRC communicates across

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the Department's Wide Area Network (WAN) with the local servers and communicates with the Inmate Trust Fund System which is housed on an IBM Mainframe Server. The central canteen server also includes the central database which manages detailed sales transaction records and demographic data on all inmates.

The point-of-sale device in each canteen communicates directly with the local server located in the canteen warehouse at that institution. Each local server houses a database containing the up-to-date spending authorization for each inmate. All sales transactions that occur in the local canteens are recorded in the local server's database and these transactions are recorded against the inmate's spending authorization. The local servers in turn synchronize throughout the day across the Department's WAN with the main server in Tallahassee (SSRC). Even if the local server is unable to synchronize with the main server, the local canteens can continue to operate. This design allows the canteen systems located in the institutions to remain operational even if there is a loss of communications across the WAN between the Institution and the SSRC.

Each day, after all canteens have closed, the main server in the SSRC automatically prepares a data file that lists all sales activity for the day, and places the data file on a secure network share at a pre-designated time. The Inmate Trust Fund System then obtains the data file using File Transfer Protocol (FTP) and reads the sales data that it contains in order to recalculate the canteen spending authorization for every inmate in the system. After recalculating the spending limit for each inmate, the Inmate Trust Fund System then places a file called the "housing file" back on the share to be uploaded to the canteen application database. The housing file contains the name and DC number of each inmate in the system, other identifying information, each inmate's location and each inmate's up-to-date spending authorization limit. This information is programmatically transmitted to the local institutions thereby updating the databases on the local servers. If the Contractor's data file, which contains the sales activity for the day is not uploaded to the Inmate Trust Fund system, the Contractor's Cashless canteen system shall have programming setup to automatically not let the canteens open the following day.

The Department will FTP a daily hot file to the Contractor of all active inmates and requested demographics to include the inmate name, DC#, housing facility, and bed mission, and a balance file containing all active inmates and their available balances. The Contractor shall retrieve the balance file and the hot file and update their inmate database with the demographics and current available balances weekly. The Contractor shall collect orders to be applied to inmate accounts weekly. MP3 player and accessory orders shall be processed prior to MP3 music orders being processed. The Contractor shall FTP the Order file to the Department's assigned server. The Department will process valid orders and create a reject file of those orders that could not be processed. The Department will FTP a file containing a list of processed orders and appropriate tracking information to the Contractor. The Contractor shall process a result file to review successful transactions as well as rejections.

In addition to the file exchange and data synchronization that must occur each day, there are other routine maintenance tasks that must be performed. In order to allow for these routine tasks, a service window has been established from 12:00 AM until 4:00 AM each day.

9. Section II., W., Information Technology/Point of Sale Systems, is hereby revised to add #7:
 7. IT/POS for MP3 Player Program
 - a. Equipment Overview

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The Contractor shall ship the required equipment to each facility approximately two weeks ahead of the scheduled installation date as documented in the Implementation Plan and Transition Schedule. The Contractor shall provide all equipment/supplies necessary. The following equipment or approved equivalent shall be provided for each facility:

1. One (1) Indoor or Outdoor Kiosk
2. One (1) 8 Outlet, Single 15 AMP Circuit Slim Power Cord
3. One (1) ABMX Server
4. One (1) USB Keyboard
5. One (1) USB 2 Button Optical Mouse
6. One (1) 17 inch Flat Panel
7. Four (4) USB Cable, 6-Foot, USB to Mini
8. One (1) Zonet Switch
9. One (1) Hughes HN7 Satellite Modem
10. Four (4) Category 5 Data Cables
11. One (1) .98 Hughes Satellite Dish

The Contractor's technician shall be responsible for unpacking and installing all of the above-referenced equipment.

b. Installation Overview

The Contractor shall coordinate with Department staff at each facility to identify a mutually agreed upon location to install each kiosk. The Department will run ¾" (minimum) conduit from where the satellite dish will be mounted on the roof or exterior wall of the central/main building to the position of the kiosk on the inside or outside of the building and provide network drops for each kiosk location. The Contractor will run a Dual (Siamese) RG-6 coaxial cable with ground from where the satellite dish will be mounted on central/main building to the position of the kiosk on the inside or outside of the building. The Contractor shall install a satellite dish on the roof or exterior wall of the central/main facility. The coaxial cable will connect to a satellite modem on the inside of the kiosk. If additional kiosks are needed, they will be connected to the satellite dish via local network currently leased by the Contractor. The Contractor shall not utilize the Department's network and associated bandwidth to operate the MP3 player program. The Department will provide a 20 amp dedicated circuit for each kiosk or, if a dedicated circuit cannot be provided, a circuit capable of handling 12 amps. The Department will ensure that each kiosk is securely bolted to a concrete floor after installation.

c. General Maintenance

The Contractor shall provide the necessary labor, parts, materials and transportation to maintain all proposed kiosks in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Agreement. No charge shall be made to the Department for maintenance of the kiosks or featured applications.

The Contractor shall have the capability to perform remote diagnostics to determine if a problem is associated with the kiosk unit, network, or featured application.

The Contractor shall complete all software service issues within twenty-four (24) hours of the trouble reported and seventy-two (72) hours if the service issue requires repair/replacement to the hardware/kiosk. The Contractor shall submit a monthly report to the Contract Manager, or her/his designee, listing any service issues. This report shall include the date and time service

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issue(s) were originally reported to the Contractor by the facility, cumulative downtime as a result of the trouble, downtime reason, and date and time trouble was cleared.

The Contractor shall assume all liability for any misuse, destruction, damage, or vandalism to the kiosk units.

d. MP3 Player Specifications

The Contractor shall offer for sale on a weekly menu a MP3 player that, once activated, provides player identification information to include the inmate's DC number, the inmate's name, and a security timer. The security timer shall display the number of days remaining until the device shall be connected to the kiosk for security purposes. This timeframe shall be phased in upon execution of Amendment 1 as follows: one-hundred twenty (120) days for the first set of thirty (30) days of Amendment 1; ninety (90) days for the second set of thirty (30) days of Amendment 1; sixty (60) days for the third set of thirty (30) days of Amendment 1, and no longer than thirty (30) days for the balance of Amendment 1. If a player goes 60 days without checking in, the system shall automatically notify the facility. If the player cannot be located, it will be fraud-locked and permanently disabled. This device shall have a fraud-lock feature that allows the Department to contact the Contractor to remotely lock the MP3 player. The Contractor's onsite personnel shall have the capability of unlocking the fraud lock.

The Contractor shall ensure that the MP3 players sold will not allow the following:

1. Communication with any other computer other than the Contractor provided kiosk;
2. Communication with any other MP3 players;
3. Support any form of external storage; and
4. Connection to the internet, satellite, or any other type of outside network.

The Contractor provided MP3 player must meet the following specifications:

1. Players and all parts shall be clear/see through;
2. Sound shall only be emitted through the headphone/ear buds;
3. Players must include a manual on/off switch, clear ear bud stereo headphones with 3.5 mm connector, minimum memory size of 4 GB storage, and two AA-Alkaline batteries;
4. Players shall use AA-Alkaline batteries;
5. Player shall have a color TFT color LCD screen not smaller than 1 ½" wide by 1" high;
6. Player and user manual shall be available in English and Spanish;
7. Player shall have capability to provide FM radio with range of 76.0 MHz – 108.0 MHz, offer a manual/auto search tuning, provide a minimum of 5 channel presets and allow the ear bud headphones to serve as the antenna;
8. The Contractor shall offer files available in MP3 format at a bit rate of 128 or better; and
9. Players may have additional functionality (such as photo downloads, educational media, messaging, etc.), however these features shall not be activated unless and until directed by the Contract Manager.

The Contractor shall provide a ninety (90) day warranty against defects. The Contractor shall provide a backup method for purchased media files in the event of loss/destruction/theft of player to enable the inmate to "restore" his purchase on a replacement player. The music files shall be restored to the replacement player at no cost to the inmate. Repair or replacement to the defective player shall be completed within twenty-one (21) working days after receipt of the defective player by the Contractor.

e. Network Specifications

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The Contractor shall provide a private satellite network, in conjunction with the local network currently leased by the Contractor, to connect multiple kiosks within each facility. The Contractor shall not use the Department's network and associated bandwidth to accomplish this task. The Contractor shall ensure that users cannot reach the public internet from this network nor allow this network to be accessed from the public internet.

10. Section II., Y., Minority/Disabled Veteran Business Utilization and Reporting, is hereby revised to read:

Y. Minority/Service Disabled Veteran Business Utilization and Reporting

The Contractor is encouraged to purchase canteen products from certified minority/service disabled veteran businesses in carrying out the provisions of this Contract. Subcontractors will only be considered to be certified minority/service disabled veteran business enterprises if they meet qualifications as defined under Section 288.703 and Section 287.0943(7), Florida Statutes. The Contractor shall report any certified minority/service disabled veteran business utilization using the following process: Reporting of certified minority business enterprise information shall include the minority vendor name and address, the minority code as designated by the Florida Department of Management Services, a brief description of the item(s) purchased and the dollar amount of item(s) purchased. This report shall be forwarded to the Department's Minority Business Coordinator by tenth calendar day of each month following the month of purchase. The Contractor shall provide monthly reporting on, and verification of, all dollars expended with regard to purchases from CMBE/SDVBE's to:

Jane Broyles, Minority Business Coordinator
Department of Corrections
Bureau of Procurement and Supply
501 South Calhoun Street
Tallahassee, Florida 32399-2500

11. Section II., AA., General Reporting Requirements, is hereby revised to add #3 and #4:

3. The Contractor shall provide the Contract Manager or designee with reports of all orders filled for the following programs:
- a. Quarterly Securepak Food Program Family/Friends
 - b. Quarterly Secureupak Property Program Family/Friends
 - c. Monthly Outbound Securepak Program-Inmates
 - d. MP3 Music Song Program

These reports shall be submitted no later than the fifth (5th) working day following the order period. The reports shall be submitted on Microsoft Excel spreadsheets in the Department's designated format.

4. Report of Sales for Commission Audit

The Contractor shall provide on a monthly basis a detailed report which shows the inmate name, DC#, facility, and kiosk identifier (if applicable) for all prepaid media purchased, songs downloaded, prepaid music balances remaining at the end of the month, and all accessory purchases. These reports shall be provided by the Contractor to the Contract Manager or designee within ten (10) days after the close of the previous month. The Contract Manager or designee, upon review of the Report, may require supporting documentation as may be required for auditing purposes.

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12. Section II., BB., Performance Measures, #1., c. is hereby revised to read:

c. Inventories

Outcome: One hundred percent (100%) of all products (on the Master Canteen Products List not including Weekly or Quarterly Order products) shall be maintained in inventory at each canteen (inmate canteen and visiting park canteen) and 100% of all Weekly Order Products shall be maintained in inventory at the facility.

Measure: On-site review of actual inventory at any canteen or storage area within an institution or under that institution's purview semi-annually.

Standard: A minimum of ninety-eight percent (98%) of all products (on the Master Canteen Products List not including Weekly and Quarterly Order Products) shall be maintained in inventory at each canteen (inmate canteen and visiting park canteen) and ninety-eight percent (98%) of Weekly Order Products shall be maintained in inventory at the facility. This performance outcome shall be measured semi-annually for each Department institution at which canteens are in operation.

13. Section II., BB., Performance Measures, #1., is hereby revised to add d. and e.:

d. MP3 Player Accessory Commission, Music Commission, and Securepak Commission

Outcome: All Electronic Funds Transfers (EFT) commission payments due to the Department shall be timely received within fifteen (15) calendar days after the final day of the previous month or quarter as applicable.

Measure: The rate of compliance shall be measured by a random sampling of MP3 program purchases.

Standard: One-hundred percent (100%) of commission payments shall be remitted to the Department. This performance outcome shall be measured on a monthly basis.

e. MP3 Program Maintenance

Outcome: All maintenance to the kiosk will be resolved within twenty-four (24) hours of reporting for software issues and within seventy-two (72) hours for hardware issues.

Measure: The rate of compliance shall be measured by the number of hours from the time the trouble is reported to the time the trouble was resolved.

Standard: 95% of all trouble reported shall be resolved timely. This performance outcome shall be measured on a quarterly basis.

14. Section II., DD., Liquidated Damages (General), #1., c., is hereby revised to read:

c. Inventories: For failure to comply with the Performance Outcome and Standard identified in Section II., BB., 1., c., the Department will impose liquidated damages of five thousand (\$5,000.00) for each institution that does not maintain a minimum of 98% of on-hand inventory. This may be assessed on a semi-annual basis per institution (including all DC sites under that institution's purview).

15. Section II., DD., Liquidated Damages (General), #1., is hereby revised to add d. and e.:

d. Commission Payment: For failure to comply with the Performance Outcome and Standard identified in Section II., BB., 1., d., the Department will impose liquidated damages of five

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thousand dollars (\$5,000.00) for each type commission payment EFT that has not been received. In addition, liquidated damages of five thousand dollars (\$5,000.00) per day for each work day past the fifteenth (15th) day that the EFT has not been received may be imposed. This shall be assessed on a monthly or quarterly basis, as applicable.

- e. MP3 Program Maintenance: For failure to comply with the Performance Outcome and Standard identified in Section II., BB., 1., e., the Department will impose liquidated damages of two hundred and fifty dollars (\$250.00) for each hour over the allowable resolution time.
16. Section III., A., Payment and Invoices, #1., #3. and #4. is hereby revised to read:

A. Payments and Invoices

1. The Contractor shall pay the Department as follows:

a. Guaranteed Per Diem Payment to the Department

Regardless of the amount of gross sales, the Contractor shall compensate the Department in an amount of \$0.96 per day per inmate based on the Department's Average Daily Population. The Department will begin to receive the \$0.96 payment for the inmate population for all institutions or facilities that provide canteen services beginning on March 29, 2009. Compensation shall be paid for each calendar day of each contractual year.

The Contractor shall submit the Guaranteed Per Diem payment on a monthly basis. The Department shall provide a monthly invoice to the Contractor based on the total inmate man-days for the month. The monthly invoice amount shall equal the total inmate man-days for the month multiplied by the per diem rate. The Contractor shall remit the total monthly per diem payment broken down into two submittals: One

submittal comprised of a per diem per inmate of .0245 cents to be paid to the Department to recoup operating costs and a second submittal consisting of the remaining amount of the monthly per diem (\$0.9355) due to the Department.

b. MP3 Program Sales

The Contractor shall submit payment on a monthly basis at a commission rate of \$0.20 per downloaded song. The monthly payment amount shall equal the total number of songs downloaded for the month multiplied by the guaranteed commission payment to the Department of \$0.20 per downloaded song.

The Contractor shall submit payment on a monthly basis at a commission rate of \$2.00 for each armband, \$1.00 for each earbud, and \$1.00 for each protective cover sold in conjunction with the MP3 program accessories.

The Department will utilize the MP3 Program commission to offset the costs necessary to operate the MP3 Program. The net proceeds will be deposited into General Revenue unallocated as stipulated in section 945.215, Florida Statutes.

c. Quarterly Securepak - Family/Friends

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The Contractor shall submit payment on a quarterly basis at a commission rate of \$5.00 per Securepak-Family/Friends package. The quarterly payment amount shall equal the total number of Securepak-Family/Friends packages sold for the quarter multiplied by the guaranteed per package commission payment of \$5.00.

The Department will utilize the Securepak-Family/Friends commission to offset the costs necessary to operate the Securepak program. The net proceeds will be deposited into General Revenue unallocated as stipulated in section 945.215, Florida Statutes.

d. Monthly Securepak – Inmate

The Contractor shall submit payment on a monthly basis at a commission rate of \$5.00 per Securepak-Inmate package. The monthly payment amount shall equal the total number of Securepak-Inmate packages sold for the month multiplied by the guaranteed per package commission payment of \$5.00.

The Department will utilize the Securepak-Inmate commission to offset the costs necessary to operate the Securepak program. The net proceeds will be deposited into General Revenue unallocated as stipulated in section 945.215, Florida Statutes.

3. Contractor Payment Submission

Payments shall be due and tendered to the Department by Electronic Funds Transfer (EFT) to a specified Department account within fifteen (15) days after the final day of the previous month, or quarter, as applicable as outlined above. 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, FL 32317-3600

In order to coordinate Electronic Funds Transfers for payments of revenue generated under this Contract, the Contractor must contact Brenda Rivera (850) 717-3965 in the Department's Bureau of Finance and Accounting, Post Office Box # 12100, Centerville Station. Tallahassee, FL 32317-2100.

4. Accounting Responsibilities and System Access

The Department's Bureau of Finance and Accounting, General Revenue and Inmate Trust Fund systems exchange accounting information with the Contractor. Therefore, the Inmate Trust Fund staff requires and Contractor agrees to provide, access to the Contractor's system. This section describes the accounting responsibilities for remitting of canteen sales, canteen catalog orders, and canteen operator shortages.

The Department's Inmate Trust Fund Accounting system is responsible for the remittance to the Contractor of the following:

- a. Weekly total gross canteen sales collected.

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- b. Quarterly total gross canteen catalog order sales collected. Quarterly orders are processed in February, May, August and November.
- c. Monthly total gross canteen sales for Monthly Outbound Securepak Program-Inmates catalog order sales collected.
- d. Funds collected for the purchase of electronics by Death Row inmates.

17. Section IV., CONTRACT MANAGEMENT, is hereby revised to read:

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Charlie Terrell, Chief
Bureau of Support Services
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: 850-717-3965
terrell.charlie@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. Evaluate the Contractor's performance;
4. Verify receipt of deliverables from the Contractor;
5. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
6. 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; and
3. Review, verify, and approve invoices from the Contractor.
4. Will e-mail the Contract Manager that the work is completed, and fax any documentation relating to the service.

The Local Contract Coordinator for this Contract will be:

Lynn Hart, Assistant Chief
Bureau of Support Services
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: 850-717-3931
hart.lynn@mail.dc.state.fl.us

B. Department's OIT Liaison

The OIT Liaison for this Contract will be:

Marty Altman, Chief
Bureau of Technology Services
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: 863-767-4518
altman.marty@mail.dc.state.fl.us

The OIT Liaison or his designee will perform the information technology tasks identified in the Scope of Service as well as the following functions:

1. Serve as the liaison between the Department and the Contractor for information technology issues.
2. Coordinate OIT personnel to facilitate transition services at each institution.
3. Inspect any and all of the Contractor's information technology equipment.
4. Approve safeguards and access control (including remote access) for Contractor's computers.
5. Approve the location of the Contractor's "central server."
6. Coordinate approval of system functions where such functions may impact the Department's computer network.
7. Coordinate the Department's technical staff in the provision of support for the Local and Wide Area Networks.
8. Approve Contractor's disaster recovery plan.
9. Approve the ISDM and any changes to the Contractor's production environment (hardware/software).

C. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Procurement & Supply
Department of Corrections
Mailing address:
501 South Calhoun Street
Tallahassee, FL 32399-2500
Physical address:
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3700
Fax: (850) 488-7189
Email: staney.bob@mail.dc.state.fl.us

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.

D. Contractor's Representative

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

Bill Bosco, Group Vice President
Keefe Commissary Network, L.L.C.
1371-1 Tradeport Drive
Jacksonville, FL 32218
Telephone: (904) 741-6776
Fax: (904) 741-6963
bbosco@keefegroup.com

E. 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.

18. Attachment A, Master Canteen Products List, is hereby revised.

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.

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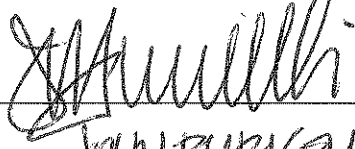
AMENDMENT #1

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:

JAN PURICELLI

TITLE:

EXE VP/EM

DATE:

7/19/11

FEID #:

43-186999

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED BY:



NAME:

Edwin G. Buss

TITLE:

**Secretary
Department of Corrections**

DATE:

7-8-11

SIGNED BY:



NAME:

Jennifer A. Parker

TITLE:

**General Counsel
Department of Corrections**

DATE:

6/29/11

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Inmate Canteen Menu	
Tobacco and Accessories	
Ages 18 and Up Only	
305, Cigarette, Full Flavor, Menthol, pack	\$4.16
305, Cigarette, Full Flavor, Regular, pack	\$4.16
MARLBORO , King-size, pack	\$6.04
NEWPORT , King-size, pack	\$5.86
TOP , Menthol, box/pouch, .65 oz.	\$5.12
TOP , Regular, box/pouch, .65 oz.	\$5.12
REDWOOD , 1.2 oz. can	\$5.11
SKOAL , Wintergreen, 1.2 oz. can	\$6.42
Lighters, CALICO , ea.	\$0.63
Cigarette Papers, TOP , 100 pack	\$0.93
Toiletries	
Baby Powder, GOOD SENSE , 4 oz.	\$1.55
Hair Dressing, DUKE , 3.4 oz.	\$2.44
Intensive Care Lotion, VASELINE , 10 oz.	\$3.74
Moisturizing Lotion, NEXT1 , 15 oz.	\$3.24
Cocoa Butter Lotion, NEXT1 , 15 oz.	\$3.27
Roll-On, Anti-Perspirant & Deodorant, DRY IDEA , 3.25 oz.	\$4.99
Roll-On, Deodorant, NATURALLY FRESH , Fragrance Free, 3 oz.	\$2.99
Shampoo, ALBERTO VO5 , 15 oz.	\$1.19
Conditioner, ALBERTO VO5 , 15 oz.	\$1.19
Shampoo, Dandruff, HEAD & SHOULDERS , 14.2 oz.	\$5.55
Shampoo, Dandruff, NEXT1 , 15 oz.	\$4.23
Skin Cream, HERITAGE , 4.5 oz.	\$4.27
Skin Cream, NOXEMA , 2.0 oz. plastic jar	\$2.39
Soap, DIAL , Anti Bacterial Deodorant Soap, Gold, 4 oz. (Indv. Wrapped)	\$1.12
Soap, IVORY , 3.1 oz.	\$0.48
Soap, NEXT1 , Moisturizing Bar 5 oz.	\$0.74
Sunblock, GOOD SENSE , SPF 30, 4 oz.	\$3.88
Toothpaste, COLGATE , Gel, 4.2 oz.	\$3.41
Toothpaste, COLGATE , W/ Mouthwash, Icy Blast, 4.6 oz.	\$3.49
Sundry	
Comb, Pocket, 5", NEW WORLD , Black Plastic	\$0.29

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Cotton Swabs, Q-TIP , 170 ct.	\$2.62
Cross-Strap Flip Flop (Sm)	\$1.13
Cross-Strap Flip Flop (Med)	\$1.13
Cross-Strap Flip Flop(XLg)	\$1.13
Cross-Strap Flip Flop (XXLg)	\$1.13
Emery Boards, TRIM , #62500, 10 ct.	\$1.18
Floss Loops, 30ct., LLP	\$2.06
Nail Clippers, (no file), TRIM	\$1.49
Soap Dish, Two Piece, Clear	\$1.18
Toothbrush Holder, Two Piece, Clear	\$1.18
Toothbrush, Soft, COLGATE , (Cello Wrapped)	\$0.53
Health Aids	
Alamag Plus, Antacid, MEDIQUE , 2 tablets	\$0.25
Antacid, TUMS , Original Peppermint, 12 tablet, roll	\$1.18
Campho-Phenique Gel, Cold Sore Treatment, BAYER , .23 oz.	\$6.99
Chlorphen, Cold/Allergies, MEDIQUE , 1 Tablet, 4 mg.	\$0.21
Cough Drops, HALLS , Mentho-Lyptus, 9 count	\$1.18
Ibuprofen Tablet, MOORE MEDICAL , 2 tablets, 200 mg.	\$0.25
Lip Balm, CHAPSTICK , .15 oz.	\$1.96
Loratadine Allergy Relief, MOORE MEDICAL , 1 tablet, 10 mg.	\$1.00
Nasal Spray, GOOD SENSE , 1.5 oz.	\$2.99
Pain Reliever, Non-Aspirin, MOORE MEDICAL , 2 tablets, 325 mg.	\$0.15
Sore Throat, THORETS , 2 Lozenges Tablets, max strength	\$0.35
Vitamins, ONE A DAY , Advanced Formula, Maxium, 60 ct.	\$7.99
Personal Property	
Combination Lock, MASTER , Series V-68	\$6.99
Miscellaneous	
Batteries, AA, Alkaline, ENERGIZER , 2 pk.	\$2.11
Batteries, AA, Alkaline, ION , 2pk.	\$1.81
Batteries, AAA, Alkaline, ENERGIZER , 2 pk.	\$2.11
Batteries, AAA, Alkaline, ION , 2pk.	\$1.81
Blue Mesh Bag for carrying canteen items (18x12x6)	\$3.30
Bowl, 24 oz.	\$0.75
Cards, Playing, COLD CASE	\$2.40
Cards, Playing, Pinochle, AVIATOR	\$2.99

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Cup, Coffee Mug, 1 piece Molded Plastic w/Handle 12 oz.	\$0.99
Envelope #10 White, each	\$0.08
Envelope 10x13 White, each	\$0.24
Handkerchiefs, HAV-A HANK , (white only)1 ea.	\$1.19
Insect Repellant, CUTTER , Stick, 1 oz.	\$4.80
Mirror, Plastic, Non-Breakable, No Magnet, 6"X4.5"	\$1.65
Notebook Paper 8-1/2" X 11" White 150 ct. College Rule	\$2.40
Pen, Black, Stick Md. Pt., BIC	\$0.18
Pencil (#2)	\$0.12
Photo Album, No Metal, 10 Sheet, Generic #21638	\$1.10
Photo Ticket, ea. (tax included)	\$2.00
Plastic Cup, No Lid, 22 oz.	\$0.33
Pocket Folder	\$0.69
Poncho, Clear Vinyl, 50" x 80"	\$3.43
Racquet Balls, 2 pack	\$2.77
Replacement Earpads, Black, KTX-6 , ea	\$0.33
Shoe Laces, KIWI , 54"	\$2.15
Shoe Polish, Black, Liquid, KIWI , 2.5 oz.	\$5.99
Sunglasses, Non Reflective, Black Plastic Frame	\$1.21
Washcloth, White, 1 lb/dz, style 90	\$1.45
WEBSTER'S Pocket Dictionary	\$4.50
Drinks	
Bottled Water, ZEPHYRHILLS , .5 L	\$0.99
Cocoa, Indv., NESTLES , .71oz.	\$0.22
Coffee, Indv., Decafe, SANKA , 1.9g	\$0.26
Coffee, Indv., Select Roast, MAXWELL HOUSE , 1.7g	\$0.20
Coffee, Instant, NESCAFE , resealable, 4 oz. pouch	\$4.65
Cola, COKE , 12 oz. can	\$0.97
Cola, DIET COKE , 12 oz. can	\$0.97
Cola, SPRITE , 12 oz. can	\$0.97
Milk, 2%, HERSHEY'S , 8 oz.	\$0.99
Milk, Chocolate, HERSHEY'S , 8 oz.	\$0.99
Tea, Individual Bags, NESTEA	\$0.04
Tea, NESTEA , 12 oz. can	\$0.97
Candy	

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

CERT'S , Peppermint, .72 oz.	\$0.99
HERSHEY'S , Milk Chocolate, 1.55 oz	\$1.06
JOLLY RANCHER'S , Fire, 3.7 oz.	\$1.07
JOLLY RANCHER'S , Original Assortment, 3.7 oz.	\$1.07
M&M , Peanut, 1.74 oz.	\$1.06
Milk Chocolate Double Dipped Peanuts, ZACHARY , 5 oz.	\$1.59
SNICKERS , 2.07 oz.	\$1.06
Soft Peppermint Balls, STEWART CANDY CO. , 2.5 oz.	\$0.88
Sour Fruit Balls, EZ DIGBY , 4.25 oz.	\$0.99
Sugar Free, Chocolate Candy, HERSHEY'S , 3 oz.	\$2.18
Cookies/Snacks	
Beef and Jalapeno Cheese Sticks, JACK LINK'S , 1.2 oz.	\$1.49
Cereal, Frosted Flakes, MOM , Single Serve, 1 oz.	\$0.64
Cereal, Tootie Fruities, MOM , Single Serve, .75 oz.	\$0.64
Caramel Corn, MOON LODGE , 3.53 oz.	\$0.75
Cheese Puffs, CACTUS ANNIE , 2 oz.	\$0.75
Chex Mix, Traditional, GENERAL MILLS , 3.75 oz.	\$1.74
Chips, BBQ, MOON LODGE , 1.5 oz.	\$0.75
Chips, Regular, MOON LODGE , 1.5 oz.	\$0.75
Chips, Sour Cream and Onion, MOON LODGE , 1.5 oz.	\$0.75
Chips, Whole Shabang, MOON LODGE , 1.5 oz.	\$0.75
Nacho Chips, CACTUS ANNIE , 1.5 oz.	\$0.75
Pork Skins, BBQ, MAC'S , 1.75 oz.	\$1.08
FRITOS , Corn Chips, Original, 4 oz.	\$1.29
FRITOS , Flamin' Hot Cheetos, 3.25 oz.	\$1.29
DORITOS , Nacho Cheese, 2.875 oz.	\$1.29
CLOVERHILL , Bear Claw, 4.25 oz.	\$1.15
CLOVERHILL , Big Texas Cinnamon Roll, 4 oz.	\$1.15
CLOVERHILL , Chocolate Iced Donut, 2pk, 4 oz.	\$0.99
CLOVERHILL , Chocolate Iced Honey Bun, 4.75 oz.	\$1.15
CLOVERHILL , Grand Iced Honey Bun, 6 oz.	\$1.08
ZIPPY CAKES , Cereal Bar, Strawberry 1.3 oz.	\$0.50
ZIPPY CAKES , D-Dunx, Dunkin Sticks, 1.7 oz.	\$0.46
ZIPPY CAKES , Swiss Rolls, 2 oz.	\$0.50
ZIPPY CAKES , Yum Yums, Oatmeal Pie, 1.3 oz.	\$0.29

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Cookies, Marias, GALLETAS , 6 oz.	\$0.90
Cookies, UNCLE AL'S , Banana Cremes, 5 oz.	\$0.79
Cookies, UNCLE AL'S , Chocolate Chip, 5 oz.	\$0.79
Cookies, UNCLE AL'S , Peanutbutter Cremes, 5 oz.	\$0.79
Cookies, UNCLE AL'S , Strawberry Cremes, 5 oz.	\$0.79
Crackers, Peanutbutter, LANCE , Toast Cheese, 1.50 oz.	\$0.64
Crackers, W/Cheese, LANCE , 1.38 oz.	\$0.64
Crackers, Cuban, GILDA , 3 oz.	\$0.66
Crackers, RITZ , 4 oz.	\$2.27
Crackers, Saltine, VISTA , 4 oz.	\$0.74
Dill Pickle, VAN HOLTEN'S , 5-6 oz.	\$1.18
Lil' Chub Smoked Sausage, High Heat, RYAN'S RANCH , 1.625 oz.	\$1.26
Oatmeal, Instant, QUAKER , Apple Cinnamon, 1.51 oz.	\$0.46
Oatmeal, Instant, QUAKER , Maple Brown Sugar, 1.51 oz.	\$0.46
Oatmeal, Instant, QUAKER , Regular, .98 oz.	\$0.42
Peanuts, Hot, Hot, Hot, MOON LODGE , 1.75 oz.	\$0.59
Peanuts, Salted, MOON LODGE , 1.75 oz.	\$0.59
Pop Tarts, KELLOGG'S , 3.67 oz. (Frosted Fruit Flavored Only) (2pk.)	\$0.99
Squeezer, SQUEEZ-UMS , Peanut Butter, 1.12 oz.	\$0.31
Sunflower Kernels, EZ DIGBY'S , 3.25 oz.	\$0.95
Trail Mix, PLANTERS , Fruit & Nut, 2 oz.	\$1.15
VELVEETA , Cheddar Cheese, 2 oz.	\$0.57
VELVEETA , Jalapeno Cheese, 2 oz.	\$0.57
Frozen	
Beef & Bean Burrito, BAJA CAFE , 5 oz.	\$1.70
Beef Charbroil w/BBQ, "BIG AZ", PIERRE FOODS , 8.1 oz.	\$3.02
Beef Charbroil w/Cheese, FAST CHOICE , 4.85 oz.	\$1.81
BubbaTwins Chili Cheese Dogs, PIERRE FOODS , 8.5 oz.	\$3.02
Country Fried Breast Patty w/Cheese, PIERRE FOODS , 9.20 oz.	\$3.30
French Bread Pepperoni Pizza, BETTER BAKED FOODS , 5.0 oz.	\$2.75
Ham & Cheese Sandwich, PIERRE FOODS , 4.6 oz.	\$1.81
Honey Mustard Chicken Breast, PIERRE FOODS , 5.9 oz.	\$3.99
Jalapeno Asada Chicken Sandwich, WOW FOODS , 6.78 oz.	\$2.75
No Bonz Bites, Asian Chili, WOW FOODS , 5 oz.	\$3.40

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

No Bonz Bites, Buffalo, WOW FOODS , 5 oz.	\$3.40
Philly Style Cheesesteak, PIERRE FOODS , 6.2 oz.	\$3.99
Sausage, Biscuit, Twins, FAST BITES , 3 oz.	\$1.50
Turkey And Cheese Hoagie, PIERRE FOODS , 5.66 oz.	\$2.25
Ice Cream Bar, SNICKERS , 3.3 oz.	\$1.63
Ice Cream Sandwich, DECONNA , 4.1 oz.	\$1.00
Nutty Buddy Cone, DECONNA , 4 oz.	\$1.10
Original Vanilla, KLONDIKE Bar, 5.5 oz.	\$1.69
Entrees	
Beef Stew, ARMOUR 8 oz.	\$1.54
Beef Stew, BRUSHY CREEK , 11.25 oz.	\$1.99
Chili W/Beans, ARMOUR , Western Hot Style, 8 oz.	\$1.54
Chili W/Beans, BRUSHY CREEK , 11.25 oz.	\$1.99
Flour Tortillas, OLD EL PASO , 8", 8 count, 11 oz.	\$2.19
Soup - Beef, MARUCHAN , pouch, 3 oz.	\$0.53
Soup - Cajun Shrimp, MARUCHAN , pouch, 3 oz.	\$0.53
Soup - Chicken, MARUCHAN , pouch, 3 oz.	\$0.53
Soup - Hot and Spicy Vegetable, MARUCHAN , pouch, 3 oz.	\$0.53
Soup - Hot Chili, MARUCHAN , pouch, 3 oz.	\$0.53
Soup - Texas Beef, MARUCHAN , pouch, 3 oz.	\$0.53
Fish Steaks w/Green Chilies in Oil, FRESH CATCH , pouch, 3.53 oz.	\$1.35
Fish Steaks w/LA Hot Sauce, FRESH CATCH , pouch, 3.53 oz.	\$1.35
Mackerel, FRESH CATCH , pouch, 3.53 oz.	\$1.43
Tilapia Filets w/Lemon Pepper, FRESH CATCH , pouch 3.53 oz.	\$1.45
Tuna, In Water, FRESH CATCH , pouch, 4.23 oz.	\$1.81
VELVEETA , Cheesy Refried Beans, 4 oz.	\$1.17
VELVEETA , Macaroni and Cheese, 3 oz.	\$1.26
VELVEETA , Macaroni and Spicy Cheese, 3 oz.	\$1.26
VELVEETA , Spicy Beans and Rice, 4 oz.	\$1.17
VELVEETA , Spicy Refried Beans, 4 oz.	\$1.17
Condiments	
A-1 Steak Sauce , Indv., .5 oz.	\$0.37
Creamer, CARNATION , Coffee Mate, Non Dairy, 3.00 gm. Pk.	\$0.04
Ketchup, Indv., HUNTS , 9 gm. Pk.	\$0.02
Mayonnaise, Indv., KRAFT , 9 gm. Pk.	\$0.04

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Mustard, Indv., FRENCH'S , 5.5 gm. Pk.	\$0.02
Plastic Spoon, ea.	\$0.02
Soy Sauce, KIKKOMAN , Single Pack, .25 oz.	\$0.06
Sugar Indv., DIXIE CRYSTAL , 3.5 gm. Pk.	\$0.02
Sugar Sub, EQUAL , 1.00 gm. Pk.	\$0.02
Sweet Pickle Relish, Indv., PORTION PAC , 9 gm. Pk.	\$0.04
Postage	
.01 Postage Stamp	\$0.01
.02 Postage Stamp	\$0.02
.03 Postage Stamp	\$0.03
.17 Postage Stamp	\$0.17
.44 Postage Stamp	\$0.44
Male Only	
HAV-A-TAMPA , Jewels, ea.	\$0.86
REDMAN , Chewing Tobacco, Large Size pouch, 3 oz.	\$7.29
COPENHAGEN , 1.2 oz. can	\$6.36
BARBASOL , Brushless Shave Cream, Sensitive Skin, 5oz. Tube	\$4.49
MAGIC , Shave Cream, Tube, Regular, 6oz.	\$3.99
Hair Brush (no handle)	\$2.20
Female Only	
ALWAYS , Maxi Pads, Ultra Thin, Regular, w/flexi wings, 18 ct.	\$4.35
ALWAYS , Maxi Pads, Long Super, w/flexi wings, 16 ct.	\$4.35
BLACK & WHITE , Bleaching Cream, .75 oz.	\$3.44
CARDINAL COMB , Hair Brush, Short Handle, Vented, Stiff, ea.	\$1.05
COVER GIRL , Blush, #117 Plum Plush, ea.	\$5.99
COVER GIRL , Blush, #135 Snow Plum, ea.	\$5.99
COVER GIRL , Blush, #180 Brick Rose, ea.	\$5.99
COVER GIRL , Eye Shadow, #215 Country Woods, ea.	\$6.99
COVER GIRL , Eyebrow Pencil, #500 Midnight Black, ea.	\$1.49
COVER GIRL , Eyebrow Pencil, #505 Midnight Brown, ea.	\$1.49
COVER GIRL , Foundation, Smoothers, #720 Creamy Natural, ea.	\$8.99
COVER GIRL , Foundation, Smoothers, #755 Soft Honey, ea.	\$8.99
COVER GIRL , Foundation, Smoothers, #770, Toasted Almond, ea.	\$8.99
COVER GIRL , Lipstick, #030 It's Your Mauve, ea.	\$6.99
COVER GIRL , Lipstick, #420 Iced Mauve, ea.	\$6.99

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

COVER GIRL , Pro All In One, Mascara, #010 Black, ea.	\$7.49
COVER GIRL , Pro All In One, Mascara, #015 Brown, ea.	\$7.49
DARK & LOVELY , Conditioner, 13.5 oz.	\$3.89
DARK & LOVELY , Shampoo, 13.5 oz.	\$3.66
GOODY , Combs, Kant Slip, (side) 2 pk.	\$1.05
GOODY , Hair Claw, Medium	\$1.27
GOODY , Hair Rollers, (Lg), 10 pk.	\$2.00
GOODY , Hair Rollers, (Med), 12 pk.	\$2.00
GOODY , Hair Rollers, (Sm), 14 pk.	\$2.00
GOODY , Pony Tail Holders, Ouchless, Elastic, (No Metal), 5 ea.	\$0.55
GOODY , Hair Net, White or Black, ea.	\$0.58
Make Up Bag, Clear	\$7.23
LUSTER'S , Pink Oil, 8 oz.	\$4.99
MASSENGIL , Douche, Vinegar & Water, 6 oz. Extra Cleansing Twin pk.	\$2.69
CRYSTAL , Essence Roll-On Deodorant, Pomegranate, 2.25 oz.	\$4.49
OIL OF OLAY , Lotion w/Shea Butter, 8.4 oz.	\$6.58
PLAYTEX , Tampons, Unscented, (Regular), 18 ct.	\$5.63
PLAYTEX , Tampons, Unscented, (Super), 18 ct.	\$5.63
TRIM , Tweezers, Blunt, Carded	\$1.99
ULTRA SURF , Laundry Detergent, 2 oz.	\$0.82
Toilet Paper, 1 roll	\$0.95
Cramp Tabs, MEDI-FIRST , 2 tablets, 325 mg.	\$0.25
Visiting Park Menu	
Cookies and Snacks	
Caramel Corn, MOON LODGE , 3.53 oz.	\$0.75
Chips, BBQ, MOON LODGE , 1.5 oz.	\$0.75
Chips, Regular, MOON LODGE , 1.5 oz.	\$0.75
Chips, Sour Cream and Onion, MOON LODGE , 1.5 oz.	\$0.75
Chips, Whole Shabang, MOON LODGE , 1.5 oz.	\$0.75
Dill Pickle, VAN HOLTEN'S , 5-6 oz.	\$1.18
FRITOS , Corn Chips, Original, 4 oz.	\$1.29
DORITOS , Nacho Cheese 2.875 oz.	\$1.29
CLOVERHILL , Grand Iced Honey Bun, 6 oz.	\$1.08
ZIPPY CAKES , Cereal Bar, Strawberry 1.3 oz.	\$0.50

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

ZIPPY CAKES , D-Dunx, Dunkin Sticks, 1.7 oz.	\$0.46
ZIPPY CAKES , Swiss Rolls, 2 oz.	\$0.50
ZIPPY CAKES , Yum Yums, Oatmeal Pie, 1.3 oz.	\$0.29
Cookies, Chocolate Chip, FAMOUS AMOS , 3 oz.	\$1.18
Cookies, Oatmeal Raisin, GRAND MA'S , 2.5 oz.	\$0.70
Crackers, Peanutbutter, LANCE , Toast Cheese, 1.50 oz.	\$0.64
Crackers, W/Cheese, LANCE , 1.38 oz.	\$0.64
Microwave Popcorn, ACT II , Buttered, 3 oz.	\$0.94
Pudding, Chocolate, KRAFT , 3.5 oz.	\$0.55
Pudding, Vanilla, KRAFT , 3.5 oz.	\$0.55
Sunflower Kernels, EZ DIGBY'S , 3.25 oz.	\$0.95
Trail Mix, PLANTERS , Fruit & Nut, 2 oz.	\$1.15
Entrees	
Bagel, Cinnamon Raisin, w/ Cream Cheese, TOUFAYAN , 4.6 oz.	\$1.25
Beef & Bean Burrito, BAJA CAFE , 5 oz.	\$1.70
Beef Charbroil w/BBQ, "BIG AZ", PIERRE FOODS , 8.1 oz.	\$3.02
Beef Charbroil w/Cheese, FAST CHOICE , 4.85 oz.	\$1.81
Bubba Twins Chili Cheese Dogs, PIERRE FOODS , 8.5 oz.	\$3.02
Country Fried Breast Patty w/Cheese, PIERRE FOODS , 9.20 oz.	\$3.30
French Bread Pepperoni Pizza, BETTER BAKED FOODS , 5.0 oz.	\$2.75
Italian Sub (Butcher Block), PIERRE FOODS , 8.1 oz.	\$3.99
Jalapeno Cheeseburger, PIERRE FOODS , 6.65 oz.	\$3.99
Jalapeno Asada Chicken Sandwich, WOW FOODS , 6.78 OZ.	\$2.75
No Bonz Bites, Asian Chili, WOW FOODS , 5 oz.	\$3.40
No Bonz Bites, Buffalo, WOW FOODS , 5 oz.	\$3.40
Roast Beef Sub (Butcher Block), PIERRE FOODS , 9.15 oz.	\$4.50
Sausage & Egg Pancake Sandwich, PIERRE FOODS , 4.80 oz.	\$2.47
Sausage, Biscuit, Twins, FAST BITES , 3 oz.	\$1.50
Turkey And Cheese Hoagie, PIERRE FOODS , 5.66 oz.	\$2.25
Chili W/Beans, BRUSHY CREEK , 11.25 oz., bowl/spork provided	\$1.99
LUNCH MEALS , Baked Salmon, 16 oz., bowl/spork provided	\$6.00
LUNCH MEALS , Barbecue Chicken Breast, 16 oz., bowl/spork provided	\$6.00
LUNCH MEALS , Meatballs w/Spaghetti, 16 oz., bowl/spork provided	\$6.00
Lunch-N-Go, STARKIST , Chunk Light Tuna, 4.1 oz.	\$2.64

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Soup - Beef, MARUCHAN , Instant Lunch, 2.25 oz.	\$1.08
Soup - Chicken, MARUCHAN , Instant Lunch, 2.25 oz.	\$1.08
VELVEETA , Cheesy Refried Beans, 4 oz., bowl/spork provided	\$1.17
VELVEETA , Macaroni and Cheese, 3 oz., bowl/spork provided	\$1.26
VELVEETA , Macaroni and Spicy Cheese, 3 oz., bowl/spork provided	\$1.26
VELVEETA , Spicy Beans and Rice, 4 oz., bowl/spork provided	\$1.17
VELVEETA , Spicy Refried Beans, 4 oz., bowl/spork provided	\$1.17
Miscellaneous	
Crime Stoppers Playing Cards (Poker)	\$2.40
Photo Tickets (tax included)	\$2.00
Candy	
JOLLY RANCHER'S , Fire, 3.7 oz.	\$1.07
Special Dark Chocolate, HERSHEY'S 1.45 oz.	\$1.06
M&M , Peanut, 1.74 oz.	\$1.06
SKITTLES , 2.17 oz.	\$1.06
SNICKERS , 2.07 oz.	\$1.06
TWIX , 1.79 oz.	\$1.06
Beverages	
Bottled Water, ZEPHYRHILLS , .5 L	\$0.99
Cocoa, Indv., NESTLES , .71oz.	\$0.22
Coffee, Indv., Decafe, SANKA , 1.9g	\$0.26
Coffee, Indv., MAXWELL HOUSE , 1.7g	\$0.20
Cola, BARQ'S , Root Beer 12 oz. can	\$0.97
Cola, COKE , 12 oz. can	\$0.97
Cola, DIET COKE , 12 oz. can	\$0.97
Cola, FANTA ORANGE , 12 oz. can	\$0.97
Cola, MELLO YELLOW , 12 oz. can	\$0.97
Cola, SPRITE , 12 oz. can	\$0.97
Juice, Apple, TROPICANNA , 15.2 oz.	\$1.99
Juice, Orange, TROPICANNA , 15.2 oz.	\$1.99
Juice, Orange-Pineapple, TROPICANNA , 15.2 oz.	\$1.99
Juice, Strawberry Kiwi, TROPICANNA , 15.2 oz.	\$1.99
Juice, Vegetable, CAMPBELL'S , V-8, 12 oz.	\$1.96
Milk, 2%, HERSHEY'S , 8 oz.	\$0.99
Milk, Chocolate, HERSHEY'S , 8 oz.	\$0.99

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(JUNE 2011)

Tea, Individual Bags, NESTEA	\$0.04
Tea, NESTEA , 12 oz. can	\$0.97
Fresh Fruits and Vegetables	
Garden Salad, FRESH EXPRESS , 6 oz. bag, (iceburg lettuce, carrots, red cabbage) bowl/spork provided	\$1.55
Apple Sauce, Original, MOTT'S , 4 oz.	\$0.50
Mandarin Orange Cup, DOLE , 4 oz.	\$0.81
Mixed Fruit Cup, DEL-MONTE , 4 oz.	\$0.72
Raisins, DEL-MONTE , 1.5 oz.	\$0.41
Frozen Treats	
Ice Cream Bar, SNICKERS , 3.3 oz.	\$1.63
Ice Cream Sandwich, DECONNA , 4.1 oz.	\$1.00
Nutty Buddy Cone, DECONNA , 4 oz.	\$1.10
Original Vanilla, KLONDIKE Bar, 5.5 oz.	\$1.69
Condiments	
A-1 Steak Sauce , Indv., .5 oz.	\$0.37
Assorted Jelly, FLAVOR FRESH , 10 gm. Pk.	\$0.06
Creamer, CARNATION , Coffee Mate, Non Dairy, 3.00 gm. Pk.	\$0.04
Ketchup, Indv., HUNTS , 9 gm. Pk.	\$0.02
Mayonnaise, Indv., KRAFT , 9 gm. Pk.	\$0.04
Mustard, Indv., FRENCH'S , 5.5 gm. Pk.	\$0.02
Salad Dressing, HEINZ , Low Fat, Italian, 1.5 oz.	\$0.31
Salad Dressing, HEINZ , Ranch 1.5 oz	\$0.31
Soy Sauce, KIKKOMAN , Single Pack, .25 oz.	\$0.06
Squeezer, SQUEEZ-UMS , Peanut Butter, 1.12 oz.	\$0.31
Sugar Indv., DIXIE CRYSTAL , 3.5 gm. Pk.	\$0.02
Sugar Sub, EQUAL , 1.00 gm. Pk.	\$0.02
Sweet Pickle Relish, Indv., PORTION PAC , 9 gm. Pk.	\$0.04
VELVEETA , Cheddar Cheese, 2 oz.	\$0.57
Weekly Male Inmate Canteen Menu	
Health Aids/Toiletries	
Acid Reducer, GOOD SENSE , Ranitidine, 30 tablets, 75 mg.	\$7.50
Acid Reducer, PRILOSEC OTC , 14 tablets, 20.6 mg.	\$11.79

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Anti-Dandruff Shampoo, GOOD SENSE , 1 % Selenium Sulfide, 11 oz.	\$8.99
Anti-Fungal Cream, TINACTIN , 1/2 oz.	\$7.72
Anti-Fungal Powder, HERITAGE , 3 oz.	\$5.00
Beauty Stone, DR. SCHOLL'S	\$2.99
Denture Adhesive, EFFERGRIP , 2.5 oz.	\$4.98
Denture Bath, SEA-BOND , ea.	\$1.93
Denture Toothpaste, FRESH-N-BRITE , 3.8 oz.	\$3.29
Eye Drops, ARTIFICIAL TEARS , 1/2 oz.	\$5.49
Hemorrhoidal Ointment, GOOD SENSE , 2 oz.	\$7.00
Hydrocortisone Cream, Maximum Strength, 1 oz.	\$5.79
Lactase Enzyme, Dairy Digestive, GOOD SENSE , 60 tablets	\$11.50
Muscle Rub, Ultra Strength, 3 oz.	\$4.89
Toothpaste, Sensitive, FRESHMINT , 4.3 oz.	\$6.24
Triple Antibiotic Ointment, 1 oz.	\$5.50
Foot Support	
Arch Support, JT FOOTE , Men's Sizes 10-11, 1 pair	\$8.79
Arch Support, JT FOOTE , Men's Sizes 12-13, 1 pair	\$8.79
Arch Support, JT FOOTE , Men's Sizes 6-7, 1 pair	\$8.79
Arch Support, JT FOOTE , Men's Sizes 8-9, 1 pair	\$8.79
Insoles, Comfort Plus, CABIN , One-Size-Fits All, 2 pair	\$2.99
Insoles, w/built-in Foot Freshner, One-Size-Fits All, JT FOOTE , pair	\$3.19
Men's Arch Support, Double Gel, PEDX , Sizes: 8-13, 1 pair	\$8.49
Men's Heel Cushions, Gel, PEDX , 1 pair	\$6.49
Personal Property	
ADVANCE , Water Resistant Sports Watch #40823X, w/Battery	\$5.66
AM/FM Radio w/Earbud, GPX , R2825, Clear	\$16.68
Digital Radio, AM/FM w/Earbud, SONY , SRF-M35FP, Clear	\$35.85
Ear Buds, SONY , Clear	\$10.49
Headphones, Replacement, KOSS , PTX-6	\$10.98
MP3 Program	
MP3 Player, 8G	\$119.95
MP3 Player, 4G	\$99.95
Arm Band	\$15.00
Protective Cover	\$6.00

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Ear Buds	\$16.00
Song Credits, 1=5 songs	\$8.50
Miscellaneous	
Calendar, Wall, 1 Year, Glue Binding	\$3.08
Checkers Set, PRESSMAN	\$2.73
Chess Set, PRESSMAN	\$2.49
Clip-On Sunglasses	\$4.52
Dominoes, Double Nine, PRESSMAN	\$3.56
Dominoes, Double Six, PRESSMAN	\$2.99
Reading Glasses (+1.00, +1.25, +1.50, +1.75, +2.00, +2.25, +2.50, +2.75, +3.00, +3.25)	\$4.50
Scrabble Game, PARKER BROTHERS	\$19.99
Wallet, No Metal ROTNCO	\$3.87
Watch Band, Velcro, Black, RAINE , 003V	\$4.20
Nicotine Patches	
Nicotine Patch, HABITROL , Step 1, 14 ct., 21 mg.	\$34.99
Nicotine Patch, HABITROL , Step 2, 14 ct., 14 mg.	\$34.99
Nicotine Patch, HABITROL , Step 3, 14 ct., 7 mg.	\$34.99
Weekly Female Inmate Canteen Menu	
Health Aids/Toiletries	
Acid Reducer, GOOD SENSE , Ranitidine, 30 tablets, 75 mg.	\$7.50
Acid Reducer, PRILOSEC OTC , 14 tablets, 20.6 mg.	\$11.79
Anti-Dandruff Shampoo, GOOD SENSE , 1 % Selenium Sulfide, 11 oz.	\$8.99
Anti-Fungal Cream, TINACTIN , 1/2 oz.	\$7.72
Anti-Fungal Powder, HERITAGE , 3 oz.	\$5.00
Beauty Stone, DR. SCHOLL'S	\$2.99
Denture Adhesive, EFFERGRIP , 2.5 oz.	\$4.98
Denture Bath, SEA-BOND , ea.	\$1.93
Denture Toothpaste, FRESH-N-BRITE , 3.8 oz.	\$3.29
Eye Drops, ARTIFICIAL TEARS , 1/2 oz.	\$5.49
Hemorrhoidal Ointment, GOOD SENSE , 2 oz.	\$7.00
Hydrocortisone Cream, Maximum Strength, 1 oz.	\$5.79
Lactase Enzyme, Dairy Digestive, GOOD SENSE , 60 tablets	\$11.50

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Muscle Rub, Ultra Strength, 3 oz.	\$4.89
Toothpaste, Sensitive, FRESHMINT , 4.3 oz.	\$6.24
Triple Antibiotic Ointment, 1 oz.	\$5.50
Foot Support	
Insoles, Comfort Plus, CABIN , One-Size-Fits All, 2 pair	\$2.99
Insoles, w/built-in Foot Freshner, One-Size-Fits All, JT FOOTE , pair	\$3.19
Women's Arch Support, Double Gel, PEDX , Sizes: 5-10, 1 pair	\$8.49
Women's Heel Cushions, Gel, PEDX , 1 pair	\$6.49
Perms	
DARK & LOVELY , Perm Kit, Regular	\$7.49
OLGIVIE , Perm Kit, One Application	\$8.50
Personal Property	
ADVANCE , Water Resistant Sports Watch #40823X, w/Battery	\$5.66
AM/FM Radio w/Earbud, GPX , R2825, Clear	\$16.68
Digital Radio, AM/FM w/Earbud, SONY , SRF-M35FP, Clear	\$35.85
Ear Buds, SONY , Clear	\$10.49
Headphones, Replacement, KOSS , PTX-6	\$10.98
MP3 Program	
MP3 Player, 8G	\$119.95
MP3 Player, 4G	\$99.95
Arm Band	\$15.00
Protective Cover	\$6.00
Ear Buds	\$16.00
Miscellaneous	
Calendar, Wall, 1 Year, Glue Binding	\$3.08
Checkers Set, PRESSMAN	\$2.73
Chess Set, PRESSMAN	\$2.49
Clip-On Sunglasses	\$4.52
Dominoes, Double Nine, PRESSMAN	\$3.56
Dominoes, Double Six, PRESSMAN	\$2.99
Ear Rings, Large Stud, US SALES , Pierced, Pair	\$20.99
Ear Rings, Small Stud, US SALES , Pierced, Pair	\$13.20
Reading Glasses (+1.00, +1.25, +1.50, +1.75, +2.00, +2.25, +2.50, +2.75, +3.00, +3.25)	\$4.50

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Scrabble Game, PARKER BROTHERS	\$19.99
Shower Cap, ea (Y)	\$0.17
Watch Band, Velcro, Black, RAINE , 003V	\$4.20
Nicotine Patches	
Nicotine Patch, HABITROL , Step 1, 14 ct., 21 mg.	\$34.99
Nicotine Patch, HABITROL , Step 2, 14 ct., 14 mg.	\$34.99
Nicotine Patch, HABITROL , Step 3, 14 ct., 7 mg.	\$34.99
Quarterly Male Inmate Canteen Menu	
Men's, REEBOK, Classic Running Shoe, Low Top, Soft Leather, White/Grey, Sizes 1.5 - 11.5 including half sizes, 12, 13, 14, 15 Standard D Width	\$54.98
Men's, RIDDELL, Impact Cross-Trainer, Low Top, Soft Leather, White/Grey Sizes 8, 8.5, 9, 11.5, 12, 13, 15	\$14.19
Men's, NIKE, Cortez, Basic Leather Shoe, White, Sizes 7-11.5 (including half sizes), 12, 13, 14, 15 Standard D Width	\$58.00
Men's, REEBOK, On the Clock II, Leather/Mesh, Walking Shoe, Sizes 7 - 11.5 including half sizes, 12, 13, 14, 15 Standard D Width (4E Width Available in sizes 11.5, 12, 13 ONLY)	\$44.99
Men's, NEW BALANCE, MX608V2W Cross Trainer, Low Top, Soft Leather, Athletic Shoe Sizes 7 - 12.5 including half sizes, 13, 14, 15, 16, 17, 18 Standard D and 4E Width	\$49.99
Leather Work Boot, SHOE CORP,	\$39.90
Athletic Supporter S to XL, BIKE	\$4.51
Gray Sweatshirt, Sizes: S to XL, RUSSELL ATHLETIC	\$8.69
Gray Sweatshirt, Sizes: 2XL to 4XL, RUSSELL ATHLETIC	\$13.64
Gray Sweatshirt, Sizes: 5XL to 6XL, B&B CLARK	\$13.64
Men's Long Sleeve Pajamas, BOTANY 500, Size S to XL	\$11.38
Men's Long Sleeve Pajamas, BOTANY 500, Size 2XL to 6XL	\$16.62
Men's Short Sleeve Pajamas, BOTANY 500, Size S to XL	\$10.83
Men's Short Sleeve Pajamas, BOTANY 500, Size 2XL to 6XL	\$16.13
Gym Shorts, Navy Blue, B&B INDUSTRIES, Sizes: S to XL	\$4.98
Gym Shorts, Navy Blue, B&B INDUSTRIES, Sizes: 2XL to 6XL	\$8.30
Gym Shorts, Navy Blue, ERICK HUNTER, Size 10XL	\$8.30
Men's Boxers, HANES, Size S to XL, 3PK	\$7.92
Men's Boxers, HANES, Size 2XL, 3PK	\$12.63

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

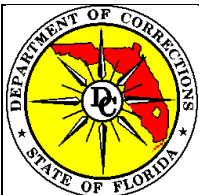
Men's Boxers, PLAYERS, Size 3XL to 5XL, 2PK	\$12.38
Men's Boxers, PLAYERS, Size 6XL, 2PK	\$13.22
Men's Crewneck T-shirt, HANES, Size S to XL, 3PK	\$8.71
Men's Crewneck T-shirt, HANES, Size 2XL to 3XL, 3PK	\$14.31
Men's Crewneck T-shirt, PLAYERS, Size 4XL to 6XL, 2PK	\$13.42
Men's Thermal Underwear, Pants, MORGAN MILLS, Size S to XL	\$5.21
Men's Thermal Underwear, Pants, MORGAN MILLS, Size 2XL to 6XL	\$7.10
Men's Thermal Underwear, Shirts, MORGAN MILLS, Size S to XL	\$5.21
Men's Thermal Underwear, Shirts, MORGAN MILLS, Size 2XL to 6XL	\$7.10
Deluxe Crew Socks, Cotton, One Size Fits All, MORGAN MILLS	\$0.93
Master Lock 31 MK - BLIND INMATES ONLY	\$10.59
Quarterly Female Inmate Canteen Menu	
Women's, RIDDELL, Echo, Low Top, Soft Leather, Athletic Shoes, Sizes 5, 5.5, 6, 6.5, 7, 8, 8.5 Standard D Width	\$18.03
Women's, REEBOK, Classic Nylon, Athletic Shoes, Sizes 5 - 9.5 including half sizes, 10, 11 Standard D Width	\$29.40
Women's, NIKE, T-Lite V Cross Trainer, Low Top, Soft Leather, Athletic Shoes, Sizes 5 - 10.5 including half sizes, 11, 12 Standard D Width	\$49.99
Leather Work Boot, SHOE CORP	\$39.90
Gray Sweatshirt, Sizes: S to XL, RUSSELL ATHLETIC	\$8.69
Gray Sweatshirt, Sizes: 2XL to 4XL, RUSSELL ATHLETIC	\$13.64
Gray Sweatshirt, Sizes: 5XL to 6XL, B&B CLARK	\$13.64
Women's, BOTANY 500, Pajamas, Long Sleeve, Lt. Blue, Sizes: S to XL	\$14.06
Women's, BOTANY 500, Pajamas, Long Sleeve, Lt. Blue, Sizes: 2XL to 6XL	\$15.34
Women's, BOTANY 500, Pajamas, Short Sleeve, Lt. Blue, Sizes: S to XL	\$12.78
Women's, BOTANY 500, Pajamas, Short Sleeve, Lt. Blue, Sizes: 2XL to 6XL	\$15.34
Gym Shorts, Navy Blue, B&B INDUSTRIES, Sizes: S to XL	\$4.98
Gym Shorts, Navy Blue, B&B INDUSTRIES, Sizes: 2XL to 6XL	\$8.30

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Gym Shorts, Navy Blue, ERICK HUNTER, Size 10XL	\$8.30
Thermal Underwear Pants, MORGAN MILLS, Sizes: S to XL	\$5.33
Thermal Underwear Pants, MORGAN MILLS, Sizes: 2XL to 6XL	\$7.39
Thermal Underwear Shirts, MORGAN MILLS, Sizes: S to XL	\$5.33
Thermal Underwear Shirts, MORGAN MILLS, Sizes: 2XL to 6XL	\$7.39
Bra, JUST MY SIZE, 42-44B, 38-48C, 38-48D, 38-50DD	\$14.38
Bra, HANES COTTON CURVES, 34B, 36B, 38B, 36C	\$7.70
Bra, CHAMPION, Sports Bra, White, Sizes: S, M, L S (32-34A/B & 32C), M (34-36A/B & 34C), L (34-36A/B & 34C)	\$16.99
T-shirt, Gray, (no pocket), FRUIT OF THE LOOM, Sizes: S to XL	\$3.82
T-shirt, Gray, (no pocket), FRUIT OF THE LOOM, Sizes: 2X	\$6.38
T-shirt, Gray, (no pocket), FRUIT OF THE LOOM, Sizes: 3XL	\$6.38
T-shirt, Gray, (no pocket), FRUIT OF THE LOOM, Sizes: 4XL to 6XL	\$11.50
Women's Cotton Briefs, White, HANES HER WAY, 3/pkg, Sizes: 6 to 8	\$6.12
Women's Cotton Briefs, White, HANES HER WAY, 3/pkg, Sizes: 9 to 14	\$7.89
Deluxe Crew Socks, Cotton, One Size Fits All, MORGAN MILLS	\$0.93
Master Lock 31 MK - BLIND INMATES ONLY	\$10.59
Death Row Arts and Crafts Menu	
String Along - String Art	\$14.11
Crayola - Washable Watercolors	\$6.66
Assorted Cardstock – 50 sheets	\$2.30
Strathmore Paint Pad	\$2.38
MindWare Color Book (envirosapes)	\$5.02
MindWare Color Book (archisapes)	\$5.02
Strathmore Charcoal Pad – 32 Sheets	\$2.64
Crayola Paint Brushes – 8 brushes	\$2.64
Crayola Color Pencils – 64 pencils	\$13.35
Alpha Color Soft Pastel Chalks – 12 chalks	\$7.82
Twist-Up Crayons – 8 crayons	\$2.74
Crayons – 64 crayons	\$7.57
Crayola Finger Paint – 6 bottles	\$10.20
Search and Find	\$1.06
Crosswords	\$1.06

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

EXHIBIT “B”



**FLORIDA DEPARTMENT OF CORRECTIONS
INVITATION TO NEGOTIATE
CONTRACTUAL SERVICES**

Page 1 of 49 pages

AGENCY RELEASE
DATE:

July 11, 2014

**Maureen Livings,
Procurement Manager
Department of Corrections
Bureau of Procurement and Supply
501 S. Calhoun Street
Tallahassee, Florida 32399-2500**

SOLICITATION TITLE: **DIGITAL MUSIC PLAYER PROGRAM**

SOLICITATION NO: DC ITN-13-034

RESPONSES WILL BE
OPENED:

August 20, 2014 @ 3:00 p.m. E.T.
and may not be withdrawn within 365 days after such date and time.

OFFEROR NAME:

OFFEROR MAILING ADDRESS:

CITY – STATE – ZIP:

PHONE
NUMBER:

FREE
NUMBER:

FAX NUMBER:

EMAIL
ADDRESS:

FEID NO.:

*AUTHORIZED SIGNATURE
(MANUAL)

*AUTHORIZED SIGNATURE
(TYPED), TITLE

*** This individual must have the
authority to bind the Offeror.**

I certify that this Response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services (including equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITN and certify that I am authorized to sign this Response Submittal for the Offeror/Contractor and that the Response is in compliance with all requirements of the Invitation to Negotiate, including but not limited to, certification requirements and mandatory attestations. In submitting a Bid to an agency for the State of Florida, the Vendor offers and agrees that if the Bid is accepted, the Vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Offeror/Contractor.

NO RESPONSE SUBMITTED: Please provide reason for "No Response" in this Space

OFFEROR CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted regarding the solicitation.

PRIMARY CONTACT:

SECONDARY CONTACT:

NAME, TITLE:

NAME,
TITLE:

ADDRESS:

ADDRESS:

PHONE
NUMBER:

PHONE
NUMBER:

FAX
NUMBER:

FAX
NUMBER:

EMAIL
ADDRESS:

EMAIL
ADDRESS:

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TIMELINE
DC ITN-13-034

Listed below are the important events, dates/times and locations by which the actions must be taken or completed during this solicitation. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Tallahassee, Florida (**Eastern Time**).

EVENT	DUE DATE	LOCATION
ITN Advertised - Released	July 11, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Site Visit and Pre- Offeror's Conference	July 22, 2014 @ 10:00 A.M.	Wakulla Correctional Institution Administration Conference Room 110 Melaleuca Drive Crawfordville, Florida 32324-4963
Questions submitted in writing.	<u>Prior to 5:00 PM ET</u> July 29, 2014	Submit to: Florida Department of Corrections Procurement – Maureen Livings 501 S. Calhoun Street, Ste. 311 Tallahassee, FL 32399-2500 Fax: (850) 488-7189 E-mail: livings.maureen@mail.dc.state.fl.us
Answers to Questions	August 12, 2014	Posted electronically via the following Internet site: http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	Must be received PRIOR to: 3:00 PM ET August 20, 2014	Submit To: Florida Department of Corrections Attn: Procurement – Maureen Livings 501 S. Calhoun Street, Ste. 311 Tallahassee, FL 32399-2500 (Note: No fax or email responses will be accepted)
Anticipated Evaluation Team Meeting	August 26, 2014@10:00 a.m.	501 South Calhoun Street Tallahassee, Florida
Anticipated Evaluation of offers	Beginning August 26, 2014	Individual Evaluation of Offers
Anticipated Begin Negotiations & Field Testing	September 9, 2014	<u>Vendor negotiations are not public meetings, however they are recorded.</u>
Anticipated Negotiation Team Meeting	September 16, 2014@2:00 p.m.	501 South Calhoun Street Tallahassee, Florida
Anticipated Posting of Intent to Award	September 23, 2014	Vendor bid system: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 GENERAL INSTRUCTIONS TO RESPONDENTS (PUR1001), as amended.

The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.
http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms and click on the PUR 1001 form link.

SECTION 2.0 GENERAL CONTRACT CONDITIONS (PUR 1000), as amended.

The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.
http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms and click on the PUR 1000 form link.

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The Department is seeking offers to provide a Digital Music Player Program at facility locations, as identified in this ITN. The successful Contractor shall not utilize the Department’s network and associated bandwidth to operate this program.

In addition, the proposed system must allow for inmates who currently have a device and/or songs purchased from the current Contractor to transfer and/or obtain updated equipment and/or music compatible with the successful contractor’s Digital Music Player Program. It is the intent of the Department that the implementation of a new Digital Player Program to have little or no financial impact on inmates presently participating in the Department’s current program.

3.2 Background

The State of Florida has a current total inmate population of approximately one hundred and one thousand (101,000) to date. These inmates are housed in both privately-operated and state-operated facilities throughout the State including correctional institutions, annexes, work camps, work release centers, road prisons, forestry camps, and treatment centers.

Correctional Institutions are prisons with fences, razor wire or ribbon, electronic detection systems, perimeter towers with armed correctional officers and/or officers in roving perimeter vehicles. Facilities operated by the Florida Department of Corrections (hereinafter referred to as “Department” or “DC”) are grouped into three (3) regions (Regions I through III, with Region I encompassing the panhandle, Region II North Florida, Region III Central Florida and South Florida.)

There are approximately 140 vendor operated kiosks in operation statewide to facilitate the Department’s current digital music player program. Please refer to Attachment VI for a facility listing and allocation of kiosks. Currently, inmates may purchase a digital music player, accessories and/or songs through our Contractor’s weekly canteen order process. There is no limit to the number of songs that can be purchased and the purchase of a digital music player, songs and/or accessories are not included in the inmate’s weekly canteen spending limit.

Inmates wishing to purchase a digital music player, accessories and/or songs will fill out a weekly order form and deliver the form to the inmate canteen. Orders for the digital music player and accessories are processed weekly, filled and packaged at the canteen Contractor’s secure warehouse and shipped to their on-site staff. Offeror’s staff is responsible for receiving the order, charging the requesting inmate’s trust account for the total cost of the order and delivering the order to the Department’s property officer for processing. Currently, weekly digital music player, accessories, and/or song orders are processed through a designated inmate canteen and delivered to a designated area for pick up by the inmate.

In an effort to assist with preparing Offerors, the following sales data for the Department’s current digital music player program is being provided for the FY 2012-2013 (July 1 thru June 30).

Item	Units	Sales
4 GB MP3 Player	7,416	\$741,229
8 GB MP3 Player	2,860	\$341,057

Screen Protector	2,549	\$15,090
Armbands	7,012	\$104,314
Ear buds	3,327	\$63,060
MP3 Player Songs	1,580,928	\$2,371,392

NOTE: The current vendor utilizes indoor/outdoor Kiosks and Satellite Dishes as the main equipment to provide the Department's current program. Offeror's are not required to utilize this format. The Department is requesting offers to identify the type of equipment required to offer their digital music player program.

3.3 Contract Term

It is anticipated that the initial term of any Contract resulting from this ITN shall be for a three (3) year period. At its sole discretion, the Department may renew the Contract in accordance with Form PUR 1000 #26. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department and subject to the availability of funds. If the Department desires to renew the Contract resulting from this ITN, it will provide written notice to the Contractor no later than ninety (90) days prior to the Contract expiration date.

The successful offeror must have the capability to implement service delivery as described herein on a date agreed upon between the successful offeror and the Department.

3.4 Definitions

The following terms used in this Invitation to Negotiate (ITN), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- **Breach of Contract:** The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract which may result from this ITN.
- **Contract Compliance Monitoring:** A comprehensive evaluation conducted a minimum of once every twelve (12) months by the Department's Contract Manager or designee to document the Contractor's compliance with the terms of the Contract and to evaluate overall Contractor performance. Frequency of monitoring is at the discretion of the Contract Manager, with unsatisfactorily functioning programs being monitored more frequently.
- **Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the Contract.
- **Contract:** The agreement resulting from this ITN between the Successful Offeror and the Department.
- **Contractor:** The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor. For administrative purposes throughout this document, the Department is referring to a vendor or Offeror as "Contractor" and any contract to be issued as a result of this ITN as "the Contract" or "this Contract". This does not mean or imply that any person or firm submitting a response to the ITN as a vendor or offeror will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term "Contractor" and "this Contract" or "the Contract" throughout this ITN, the Department will be able to more quickly and efficiently transfer terms and conditions from this ITN document into a Contract document.
- **Corrective Action Plan (CAP):** A Contractor's comprehensive written response to any deficiencies discovered in the course of contract monitoring, and plan for remediation of those deficiencies.
- **Day:** Calendar day, unless otherwise stated.
- **Department:** The State of Florida, Department of Corrections, referred to in this ITN document as "the Department."

- **Desirable Conditions:** The use of the words “should” or “may” in this ITN indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a response.
- **HIPAA:** Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requiring the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.
- **Hard Cost Savings:** Savings to the Department which cause the Department to expend less of their appropriated funds as a direct result of the Offeror’s Response.
- **Inmates:** All persons, male and female, adult and minor, residing in institutions, or admitted or committed to the care and custody of the Department. This term encompasses all persons residing in any current or new facility, including but not limited to, correctional institutions, annexes, work camps, road prisons and forestry camps.
- **Mandatory Responsiveness Requirements/Fatal Criteria:** Terms, conditions or requirements that shall be met by the Offeror to be responsive to this ITN. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a response. Any response rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- **Soft Cost Savings:** Savings to the Department which may not cause the Department to expend less of their appropriated funds as a direct result of the Offeror’s Response; however, would allow the Department’s assets to be utilized in another capacity.
- **Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department of Corrections under the terms of the Contract resulting from this ITN.
- **Successful Offeror/Contractor:** The entity that will be performing as the Contractor under any contract resulting from this ITN.
- **Vendor, Offeror, or Contractor:** A legally qualified corporation, partnership or other entity submitting a response to the Department pursuant to this ITN that will be performing as the Contractor under any resultant Contract.

3.5 **Implementation**

Each Offeror shall submit an Estimated Implementation Plan and Transition Date Schedule with their response for informational purposes only. The estimated plan shall be designed to provide for seamless implementation with minimal interruption of operation and demonstrate ability to commence implementation of services no later than thirty (30) days after contract start date. This estimated plan may be adjusted as deemed necessary by the Department prior to implementation.

A Final Implementation Plan and Transition Date Schedule that meets the objectives for service implementation shall be agreed upon by the successful Offeror, the current Contractor, and the Department, with copies provided by the Department to all parties. The successful offeror must have the capability to implement service delivery as described herein on a date agreed upon between the successful offeror and the Department.

SECTION 4.0 TECHNICAL SPECIFICATIONS

All services to be performed by, or under direction of the successful Contractor shall meet or exceed the minimum requirements outlined in this ITN. Under no circumstances shall service delivery meeting less than the minimum service requirements be permitted without the prior written approval of the Department; otherwise, it shall be considered that services bid will be performed in strict compliance with the requirements and rules, regulations and governance contained in this ITN and Offerors shall be held responsible therefore.

4.1 Scope of Services

The Florida Department of Corrections is seeking offers from qualified vendors to provide for a continued and enhanced Digital Music Player Program. This program currently exists in Department facilities located throughout the State of Florida.

4.2 Questions Being Explored

Offerors are being asked to submit offers that explain in detail how they propose to provide a Digital Music Player Program to the Department at no cost to include, at a minimum:

- 4.2.1 Software and Hardware
- 4.2.2 Network Access
- 4.2.3 Inmate purchases of equipment and accessories
- 4.2.4 Inmates ability to browse and purchase songs thru a secure environment
- 4.2.5 Music Library
- 4.2.6 Warranty and Maintenance Plan
- 4.2.7 Staffing Plan to accommodate the Program
- 4.2.8 Reporting

4.3 Rules and Regulations

The successful Offeror shall service and operate the Digital Music Player Program in accordance with all applicable federal and state laws, rules and regulations, and Department of Corrections' rules and procedures. All such laws, rules, regulations, and procedures, current and/or as revised, are incorporated herein by reference and made a part of this ITN. The successful Offeror shall also comply with:

- 4.3.1 All Offeror's staff providing services under this ITN complies with prevailing ethical and professional standards and the rules, procedures, and regulations in Section 4.12.
- 4.3.2 All Federal, State and Department rules, regulations, and guidelines for data transfer.
- 4.3.3 Provisions of the Americans with Disabilities Act.

4.4 Technical Requirements

The Offeror shall include with their response the following information:

- 4.4.1 A description of hardware and software required to implement the program to include (Note: The Department has not identified detailed equipment specifications, each offeror may select its own technology equipment to operate within the following requirements)

Hardware/Devices: The Offeror shall ensure that the devices proposed include the following specifications, at a minimum:

- Players and all parts shall be clear/see through;
- Sound shall only be emitted through the headphone/ear buds;
- Players must include a manual on/off switch, clear ear bud stereo headphones with 3.5 mm connector, minimum memory size of 8 GB storage, and two AA-Alkaline batteries; Players shall use AA-Alkaline batteries;
- Players shall have a color TFT color LCD screen not smaller than 1 ½" wide by 1" high;
- Players and user manual shall be available in English and Spanish;
- Players shall have the capability to provide FM radio with range of 76.0 MHz – 108.0 MHz, offer a manual/auto search tuning, provide a minimum of 5 channel presets and allow the ear bud headphones to serve as the antenna;
- Players shall have the capability to offer files in digital media format at a bit rate of 128 or better; and

- Players shall have the capability for additional functionality (such as photo downloads, educational media, messaging, etc.), however these features shall not be activated unless and until directed by the Department's Contract Manager.
- Once activated, Players shall have the capability to provide player identification information to include the inmate's DC number, the inmate's name, and a security timer.
- Players shall include a security timer which displays the number of days remaining until the device shall be connected to the equipment for security purposes.
- Players shall allow institutional security staff to set the security timeframe for thirty (30) days or as determined by the Department.
- Players shall have the capability to send an automatic notification to the facility if a player goes thirty (30) days without checking in;
- Players shall be equipped with a fraud-lock feature or ability to permanently disable device remotely if the player cannot be located.
- Players shall not be capable of communicating with any other computer other than the provided equipment, any other device, support any form of external storage; or connect to the internet, satellite, or any other type of outside network.
- Equipment Installation - shall have the ability to provide a coordinated installation at each facility;
- Provide equipment with weather protection and designed so it will not be affected by the sun.

4.4.2 A description of the proposed process to allow for purchases of equipment, songs and accessories, in a secured environment to include:

- Quarterly purchases
- Songs purchased in a block of prepaid music in increments of five (5) songs with no limit on the number of songs purchased.
- Method of processing for inmate orders in an accessible, convenient and secure format.
- Computing the total dollar amount and returning the sales file using File Transfer Protocol (FTP) technology to the Department's Inmate Trust Fund.
- Method of processing refunds of unused pre-paid music.
- Demonstrate capability to ship equipment to each facility approximately two weeks ahead of the scheduled installation date;
- Demonstrate capability to provide all equipment/supplies necessary to complete installation of equipment and network. A proposed method to allow inmates who currently have an digital media (MP3 or MP4) player and/or songs purchased from the current Contractor to transfer and/or obtain updated equipment and/or music compatible with the awarded Contractor's Digital Music Player Program, which will have little or no financial impact on inmates presently participating in the Department's current program.
- Standard Products, Equipment and Systems identified, in proper working order, clean and free from defects or features affecting appearance, serviceability, or safety of the normal intended use.

4.4.3 A description of a proposed Music Library for inmates, to include:

- The Library's capability to allow for the use of filters that permit the removal of any songs that the Department deems inadmissible.
- The Library's capability of being filtered by album, artist, and/or song, at the Department's request.
- The Library's capability to prohibit songs labeled as "explicit content" unless they are available in clean version formats, and are deemed acceptable by the Department.
- The Library's capability to ensure all songs offered for download have a Recording Industry Association of America (RIAA) rating only.
- The Library's capability to prohibit the download of any songs that have been rated by the RIAA as "Parental Advisory Explicit Content".

- 4.4.4** A description of the proposed Warranty and Maintenance Plan to ensure continuity of the current and future program to include, at a minimum:
- A ninety (90) day warranty against defects for all players sold.
 - A backup method for purchased media files in the event of loss/destruction/theft of player to enable the inmate to “restore” his purchase on a replacement player at any time during the contract term.
 - The ability to restore music files to the replacement player at no cost to the inmate.
 - Repair or replacement of the defective player within twenty-one (21) working days after receipt of the defective player by the Contractor.
 - All necessary labor, parts, materials and transportation to maintain all proposed equipment in good working order and in compliance with the equipment manufacturer’s specifications throughout the life of the contract. The Department will not be responsible for any charges or fees associated with maintenance of the equipment or featured applications,
 - The capability to perform remote diagnostics to determine if a problem is associated with the equipment unit, network, or featured application.
 - The ability to maintain a daily log of equipment problems, down times, resets, Department staff notification and time of repair.
 - The ability to complete all software service issues within twenty-four (24) hours of the problem reported and seventy-two (72) hours if the service issue requires repair/replacement of the hardware/equipment. As well as, verification of repair/replacement of item within twenty-one (21) working days.
 - Assume all liability for any misuse, destruction, damage, or vandalism to the equipment units.
 - Software maintenance shall consist of new versions, upgrades, patches, fixes and telephone support.
- 4.4.5** A description of the proposed staffing (see Section 4.14) to include, at a minimum:
- The Contractor’s technician who shall be responsible for unpacking and installing all of the required equipment.
 - The direct oversight, responsibility for and monitoring of the performance of all contractor staff performing services under the contract resulting from this ITN.
- 4.4.6** A description of reporting capabilities to include the ability to provide the following reports. The Department reserves the right to request other reports as deemed necessary to respond to grievances, inquiries, complaints etc.
- Ad Hoc Reports
 - Equipment Service Reports
 - Commission Sales Report to include the following:
 - a. Inmate DC#
 - b. Inmate Last Name
 - c. Inmate First Name
 - d. Middle Initial
 - e. Facility Location
 - f. Order #
 - g. Type of Product Ordered (i.e. songs, player, accessories)
 - h. Date order was placed
 - i. Date order was shipped
 - j. Date order was delivered
 - k. Order Amount
 - l. Refund Amount
 - m. Sales Tax
 - n. Shipping and Handling Fee
 - o. Total Commission Due

4.4.7 The successful Offeror must maintain support for its services following an emergency that affects the facilities and systems it maintains or those maintained by the Department. Following an emergency that affects the Offeror's facilities or production systems, the Offeror must provide access and use of a backup system with the same functionality and data as its operational system within twenty-four (24) hours. The Offeror must also guarantee the availability of data in its custody to the Department within twenty-four (24) hours following an emergency that may occur within the Offeror's facilities or systems. Following an emergency that affects the Department's facilities or systems, the Offeror must continue to provide access and use of its production systems once the Department has recovered or re-located its service delivery operations.

Note: The Department shall retain ownership of all Department provided information or any information related to the Department generated as a result of, or in participation with, this software, including all Department data generated by the successful Offeror's system.

4.5 Service Times

The Offeror shall make equipment available during normal hours of institutional operation or as determined by each facilities Warden or designee. Normal hours of operation are from approximately 8:00 a.m. until 4:00 p.m. Eastern Standard Time.

In the event of a security issue, equipment shall be rendered inoperable for inmate use. The successful Offeror will be notified by appropriate Department staff of any required shutdowns of the equipment or whether the equipment will be allowed to operate during lockdown periods.

4.6 Training

The successful Offeror shall provide onsite training as follows:

Technical Training of Software:

- On-site training to the Department's Information Technology Staff as determined by the Department
- Technical documentation providing first-level support of common issues and web-based functionality
- Comprehensive overview and technical documentation of all Application Program Interfaces (API), web service, import/export, and any other existing interfaces for the Department's Systems Development unit to facilitate the successful interfacing of Department systems with vendor solution and to facilitate successful and efficient import and export of data between Department systems and vendor solution as described in this ITN.

Upon completion of the training, all documentation provided during the training must also be provided in an electronic format to the Department.

During the term of the Contract resulting from this ITN, the Contractor shall be responsible for maintaining all manuals and documentation up-to-date and shall ensure the Department is provided with current copies of those documents.

4.7 Facilities to be Provided Services/Additions and Deletions

The facilities to be included in this ITN are indicated in Exhibit A.

Add/Delete Institutions/Facilities: The Department reserves the right to add or delete institutions, facilities or the number of kiosks/service outlets in operation at an institution or facility under the Contract upon thirty (30) calendar days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

4.8 Scope Change

The Department may unilaterally require, by written notice, changes altering, adding to, or deducting from the solicitation specifications, provided that such changes are within the general scope of the solicitation. 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 Offeror shall be required to expeditiously execute an amendment to effect such changes, which execution shall not be unreasonably withheld. The Department will endeavor to provide written notice to the Offeror thirty (30) days in advance of any Department-required changes to the technical specifications and/or scope of services that affect the Offeror's ability to provide the services as specified herein.

4.9 Confidentiality

The successful Offeror shall maintain confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Department and Contractor agree that all information and records obtained in the course of providing services to participants shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

4.10 General Reporting Requirements

When providing reports to the Department, mere receipt by the Department shall not be construed to mean or imply acceptance of those reports. It is specifically intended by the parties that acceptance of required reports shall constitute a separate act. The Department reserves the right to reject reports as incomplete, inadequate, or unacceptable according to the parameters set forth. The Department, at its option, may allow additional time where the successful Offeror may remedy the objections noted by the Department. The Department may, after having given the successful offeror a reasonable opportunity to complete, make adequate or acceptable its response, and declare this agreement to be in default.

Reports shall be submitted in hard copy or in easily accessible formats such as Adobe PDF and Excel or as designated by the Department.

4.11 Licensure Requirements

The successful Offeror shall provide the Department of Corrections with a copy of the appropriate licensure items as applicable to the services required in this ITN. These items shall be submitted to the Department's Contract Manager within thirty (30) days of contract award.

4.12 Value-Added Services

The Offeror may propose value-added services in their offer. Any value-added services must be within the scope of the services being sought in this ITN. Value-added services must be provided at no cost to the Department.

4.13 Business/Corporate Background

The Department is requesting offers from qualified vendors with at least three (3) years of business/corporate experience within the last seven (7) years in the provision of a Digital Music Player Program. The Department intends to enter into a single contract for all services contemplated in this ITN.

The successful Offeror shall include with their response, business/corporate background information, which, at a minimum, shall include:

1. date the company was established;
2. ownership (public company, partnership, subsidiary, etc.);
3. primary type of business and number of years conducting primary business; and
4. national accreditations, memberships in professional associations or other similar credentials.

4.13.1 Business References

In order for the Department to determine the Offeror's competence and experience to undertake the project, the Offeror shall furnish a minimum of two (2) and a maximum of four (4) entities it has provided with services similar to those requested in this solicitation, utilizing the form provided as Attachment II of this ITN to support proposer's

business/corporate experience. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The Department will use Reference Questionnaire included in this ITN as Attachment III to verify the proposer's business/corporate experience. **Current or former employees of the Department may NOT be used and will NOT be accepted as corporate references.** In addition to the three (3) business/corporate references provided by the Offeror, the Department reserves the right to contact other reference sources.

4.13.2 Narrative/Record of Past Experience

In order to be responsive to this ITN, the Offeror must include the following information with their response:

1. A current copy of all required state and federal licenses, permits, and registrations including, but not limited to the following:
 - the face-sheet of the Offeror's current insurance policy showing sufficient coverage as indicated in Section 4.11; and
 - any applicable state and/or federal licenses related to services provided under this ITN as applicable.
2. Provide a list of all contracts, within the past five (5) years, the Offeror has provided services under that were terminated prior to original expiration date or for which the Offeror requested termination, or reached mutual agreement on termination prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated, the Offeror shall provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract.
3. Provide a summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state or regulatory agency against the offeror, offeror's corporate staff, or any entity affiliated with the offeror, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the offeroring entity including work as a partner, joint venture or subcontractor (the Offeror shall identify the amount of any payments or fines imposed in regard to any of the foregoing).
4. Provide a statement indicating whether it, its parent company, any of its corporate officers, affiliates, divisions, or subdivisions, or any facilitates, divisions, or subdivisions of its parent company is currently the subject of an investigation by a state, federal, or other government agency.

4.14 Staffing Requirements

The Offeror shall provide, with their Offer, a Staffing Plan to include the following information and/or documentation regarding the specific staff outlined below, who will be directly responsible for administration or administrative oversight of the Contract, resulting from this ITN. The successful offeror shall maintain an adequate administrative organizational structure and support staff sufficient to discharge its contractual responsibilities. In the event the Department determines that the staffing levels do not conform to those promised in the proposal, it shall advise the successful offeror in writing who shall have thirty (30) days to remedy the identified staffing deficiencies.

The successful offeror shall replace any employee whose continued presence would be detrimental to the success of the project as determined by the Department with an employee of equal or superior qualifications.

Prior to substituting any of the proposed individuals the Offeror shall notify and obtain written approval from the Contract Manager. The Contractor shall provide a written justification that includes a description of the circumstances requiring the changes and a list of the proposed substitutions individuals. The description must be detailed enough to permit the Department to evaluate how substituting the offeror's personnel will impact the project. The Department, at its option, may agree to accept personnel of equal or superior qualifications in the event that circumstances necessitate the replacement of previously assigned personnel. Any such substitution shall be made only after consultation with the Department's Contract Manager.

The Department's contract manager will exercise exclusive judgment in this matter.

4.14.1 Key Contract Staff – Technical Positions and Responsibilities

- a. **Field Repair/Site Technicians** - Field Repair/Site Technician positions are directly responsible for providing, at a minimum, monthly preventative maintenance on all equipment at each institution, including assisting with installation of cable and equipment, and shall provide technical support and repairs as necessary, assist in on-site instruction and provide training for Department personnel. These individuals should possess a High School Diploma or GED and have two (2) years' minimum experience with an equipment based system similar to the type required in this ITN.
- b. **Service Representatives** - Service Representative Positions shall be directly responsible for providing, at a minimum, quarterly visits to each institution to collect and process orders for Digital Music players, songs, and/or accessories. These positions shall also be directly responsible for assisting Department staff with delivery of orders to inmates and responding to inmate grievances regarding the Digital Music Player Program. The Service Representatives should possess a High School Diploma or GED, be computer literate and have related experience in the provision of services of the type required in the contract resulting for this ITN.

4.14.2 Key Staff - Administrative Positions and Responsibilities

- 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 in a company providing the services or services similar to the services outlined in this ITN.
- b. **Administrative Project Manager for Digital Music Player Program Services (or equivalent title)** - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract resulting from this ITN. 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 services similar to the services outlined in this ITN.

4.14.3 Resumes - The most recent information (i.e., resumes, curriculum vitae, biography), with their offeror for the individuals who are or will be occupying the positions identified above. This information should include employment history for all relevant and related experience and all education and degrees (**including specific dates, names of employers, and educational institutions**). Licenses and credentials, as applicable, shall be provided with resumes, and experience and training must be indicated and must support that the respective individual meets the specifications.

4.14.4 Staffing References – References for the individuals who are or will be occupying the positions identified above. This information must include a minimum of two (2) and a maximum of four (4) references utilizing the form provided as Attachment II of this ITN. Reference(s) shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) **shall demonstrate, at a minimum, the required timeframe of work experience** and include a paragraph providing information on the ability of the individual to perform on the Contract resulting from this ITN. **Employees of the Department may not be used and will not be accepted as references.** The Department reserves the right to contact references not listed in the proposal.

4.14.5 Job Descriptions - A job description for the individuals who are or will be occupying the positions identified above. Job descriptions should include minimum education and experience required, salary range, specific job duties and maximum caseload number of the identified positions.

4.15 Offeror's Financial Documentation

The Offeror shall provide financial documentation that is sufficient to demonstrate its financial viability to perform the Contract resulting from this ITN. Three of the following five minimum acceptable standards shall be met, below. The Offeror shall insert the required information.

1. Current ratio: $\geq .7:1$ or (0.7) ; Computation: Total current assets \div total current liabilities
2. Debt to total net worth: $\leq 6:1$; Computation: Total liabilities \div total net worth
3. Dunn & Bradstreet Supplier Evaluation Risk Rating (SER): ≤ 4 (on a scale of 1-9). If the Offeror, in its own assessment of these financial viability requirements, needs this element to meet 3 of the 5 standards, the Offeror must request a Supplier Evaluation Risk Rating (SER) from Dunn & Bradstreet (D&B) and provide a copy of the SER to the Department with the original bid package. Otherwise, it is not required to submit the SER, unless the Offeror is uncertain of the Department's evaluation of all of these requirements. To obtain a SER Rating, contact the D&B Customer Resource Center at (800) 333-0505.
4. Minimum annual sales or revenue: $\geq \$50.0$ million
5. Minimum total equity: $\geq \$5.0$ million

NOTE: The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Offeror is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then financial statements that are reviewed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants shall be provided.

- The Department also acknowledges that a Offeror may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the Offeror has the financial capability of performing the contract to be issued pursuant to this ITN. The Offeror MUST provide financial documentation sufficient to demonstrate such capability including, wherever possible, financial information specific to the Offeror itself. All documentation provided will be reviewed by an independent CPA and should, therefore, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.
- To determine the above ratios and other financial requirements, the most recent available and applicable financial statements for the Offeror shall be provided. All financial statements must be presented in accordance with accounting principles generally accepted in the United States of America. This documentation shall include:
 - The most recently issued audited financial statements (or if unaudited, reviewed in accordance with Statements on Standards for Accounting and Review Services, issued by the American Institute of Certified Public Accountants). All financial statements shall include the following for the most recent, audited or reviewed financial statements for the Offeror's fiscal year or calendar year, ended no earlier than 2012.
 - Independent Accountants' report on the financial statements;
 - Balance Sheet;
 - Statement of Income (and Comprehensive Income, if applicable);
 - Statement of Changes in Equity;
 - Statement of Cash Flows;
 - Notes to Financial Statements;
 - A copy of the Dunn & Bradstreet Supplier Evaluation Risk Rating dated on or after October 1, 2013 (if necessary).
 - Failure to provide any of the aforementioned financial information may result in the Offeror's disqualification.

4.16 Staff Background/Criminal Records Checks

The Offerors' staff, assigned to the contract resulting from this ITN 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 resulting from this ITN. The Department has full discretion to require the Offeror to disqualify, prevent, or remove any staff from any work under the Contract resulting from this ITN. The use of criminal

history records and information derived from such records 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 Offeror. The Department shall not confirm to the Offeror the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Offeror shall provide, upon request, 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. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Offeror shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

The successful Offeror shall ensure that the Contract Manager or designee is provided the information needed to have the FCIC/NCIC 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 FCIC/NCIC background check conducted.

No person who has been barred from any Department institution or other Department facility shall provide services under the contract resulting from this ITN without prior written approval from the Contract Manager.

Participants shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the participants and any staff of the Offeror. It is the responsibility of the Successful Offeror to advise the Contract Manager of any known pre-existing close personal relationships between staff and participants. Rule 33-208.002(26) FAC shall apply at the program, which stipulates that marriage between an employee and a participant is prohibited.

The successful Offeror shall not employ or enter into any subcontract with any individual at any program site under the contract resulting from this ITN 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 Successful Offeror that are independent of the Contractor's program. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with or access to any records of the Department of Corrections sponsored offenders participating at contracted sites.

- 4.16.1** The Successful Offeror shall disclose any business or personal relationship an Offeror staff person, officer, agent or potential hire may have with anyone presently incarcerated or under the supervision of the Department.
- 4.16.2** The Successful Offeror shall immediately report any new arrest, criminal charges or convictions of a current employee under the contract resulting from this ITN.
- 4.16.3** 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 successful offeror 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 successful offeror shall require that all proposed employees provide to them the details of any criminal background information. The Successful Offeror 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 the Offeror or Offeror's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

4.17 Conduct and Safety Requirements

The successful Offeror shall ensure that all staff adhere to and are provided a copy of the below standards of conduct and safety requirements. A documented receipt of such notification shall be maintained in the employee's personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from any work under the Contract resulting from this ITN. The Department is under no obligation to inform the Contractor of the criteria for disqualification or removal.

- 4.17.1** The successful Offeror's staff shall not deal with any participants except in a relationship that supports services under the contract resulting from this ITN. 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 participants or a participants' family or close associate, no matter how trivial the gift or service may seem. The successful Offeror 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 participants, their family or close associates.
- 4.17.2** The successful Offeror's staff shall not enter into any business relationship with participants or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- 4.17.3** Unless approved in writing by the Contract Manager or designee, the successful Offeror's shall not have outside contact (other than incidental contact) with a participants being served or their family or close associates, except for those activities that are to be rendered.
- 4.17.4** The successful Offeror'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 the ITN, the successful Offeror's shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- 4.17.5** 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 successful Offeror. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the successful Offeror to appropriate action, from this ITN.
- 4.17.6** The successful Offeror shall report any incident described above, or requiring investigation by the successful Offeror, in writing, to the Contract Manager or their designee within twenty-four (24) hours, of the successful Offeror's knowledge of the incident.

4.18 Performance Measures

The Department desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under any Contract resulting from this ITN. Therefore, the Department has developed the following Performance Measures Categories which will be used to measure successful Offeror's performance and delivery of services.

4.18.1 Performance Outcomes and Standards

4.18.1.1 Performance Measure #1 - Commission Payment

Outcome: All Electronic Funds Transfer (EFT) quarterly commission payments due to the Department shall be timely received (within fifteen (15) calendar days after the final day of the previous quarter).

Measure: The number of days from the last day of the quarter being reported to the date payment is received by the Department.

Standard: One hundred percent (100%) of payments shall be timely received. This performance outcome shall be measured on a quarterly basis.

4.18.1.2 Performance Measure #2 - Program Maintenance

Outcome: All maintenance to the equipment will be resolved within twenty-four (24) hours of reporting for software issues and within seventy-two (72) hours for hardware issues.

Measure: The rate of compliance shall be measured by the number of hours from the time the trouble is reported to the time the trouble was resolved.

Standard: 95% of all trouble reported shall be resolved timely. This performance outcome shall be measured on a monthly basis.

4.18.1.3 Other Contract Requirements

Measure: The Department will monitor the successful Offeror's performance to ensure maximum compliance with other contract requirements including, but not limited to the following.

4.18.1.4 All Corrective Action Plans shall be timely submitted (when applicable); and

4.18.1.5 Terms and Conditions of the Contract not involving delivery of services listed above.

Standard: The successful Offeror shall achieve 100% compliance after the time frames allowed for corrective action on identified deficiencies. Performance shall be measured on a monthly basis beginning the second month after services have been implemented except if earlier action is determined necessary by the Contract Manager.

By execution of any Contract resulting from this ITN, the successful Offeror hereby acknowledges and agrees that its performance under the resulting Contract shall meet the standards set forth above. Any failure by the successful Offeror to achieve the Performance Measure Categories identified above may result in the assessment of Liquidated Damages as provided in Section 4.20 of this ITN. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by any Contract resulting from this ITN.

4.19 Monitoring Methodologies

The Department may utilize any or all of the following monitoring methodologies in monitoring the Contractor's performance under the Contract resulting from this ITN and in determining compliance with contract terms and conditions.

4.19.1 Monitoring Performance Outcomes and Standards

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery quarterly (unless otherwise stated) to determine if the Contractor has achieved the required level of performance for each Performance measure Outcomes and Standards identified in Section 4.18. Performance Outcomes and Standards shall be measured/assessed as specified beginning the second month after services have been implemented.

If the Department determines that the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal contract communication in accordance with Section 6.24. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance measures Outcomes and Standards identified in Section 4.18; however, this shall not negate the fact that a performance outcome and standard has not been met and that liquidated damages will be imposed.

4.19.2 Monitoring Other Contract Requirements

Monitoring for Other Contract Requirements set forth in section 4.18 shall be conducted as determined necessary but no less than annually. A monitoring tool will be utilized by the Bureau of Contract Management and Monitoring in review of successful Offeror's performance. Such monitoring may be conducted during either announced or unannounced site visits.

The Department's Contract Manager or designee will provide an oral exit report at termination of the monitoring visits and a written monitoring report to the successful Offeror within three weeks of the monitoring. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction, where feasible.

Within ten (10) days of receipt of the Department's monitoring report, (which may be transmitted by email), the successful Offeror shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in response to all noted deficiencies to include responsible individuals and required

time-frames for achieving compliance. Such time-frames for compliance shall not exceed thirty (30) days, from the date of receipt of the monitoring report by the successful Offeror, unless specifically agreed upon in writing by the Department. CAPs that do not contain all information required shall be rejected by the Department in writing (email acceptable). The Contractor shall have five (5) days from the receipt of the written rejection to submit a revised CAP. This will not increase the time for compliance, and correction of the noted deficiencies. All noted deficiencies shall be corrected within the time-frames identified or the Department will impose liquidated damages in accordance with Section 4.20. The Contract Manager, Contract Monitoring Team or other designated Department staff may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits.

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Service Requirement violations identified in the monitoring report within the time-frame specified in the CAP shall result in application of Liquidated Damages as specified in Section 4.20.

4.20 Liquidated Damages

The successful Contractor shall expressly agree 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. Within ten (10) days of receipt of a written notice of demand for damages due, the Contractor shall forward payment to the Contract Manager. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order.

The successful Contractor shall acknowledge and agree that its performance under the Contract resulting from this ITN shall meet the Performance Outcomes and Standards set forth in Section 4.18, Performance Outcomes and Standards. If the successful Contractor fails to meet any Performance Outcome and Standard, the Department will impose Liquidated Damages as specified below:

4.20.1 Liquidated Damages for Failure to meet Performance Measure #1

4.20.1.1 Commission Payment:

For failure to comply with the Performance measure Outcome and Standard identified in Section 4.18.1.1, the Department will impose liquidated damages of one thousand dollars (\$1,000.00) per day for each day past the fifteenth (15th) calendar day that the EFT has not been received. This shall be assessed on a quarterly basis.

4.20.2 Liquidated Damages for Failure to meet Performance Outcome and Measure #2

4.20.2.1 Digital Music Player Program Maintenance:

For failure to comply with the Performance Outcome and Standard identified in Section 4.18.1.2., the Department will impose liquidated damages of two-hundred and fifty dollars (\$250.00) for each hour over the allowable resolution time.

4.20.3 Liquidated Damages for Other Contract Requirements

For failure to meet other contract requirements, set forth in subsection 4.18.1, liquidated damages will be imposed as follows:

4.20.3.1 Failure to Timely Submit Corrective Action Plan (CAP) (addressing Other Contract Requirements)

In the event that the Contractor receives a Monitoring Report requiring a Corrective Action Plan (CAP) to be submitted and fails to submit a CAP responding to each specified written deficiency within the time frames specified, liquidated damages in the amount of one thousand dollars (\$1,000.00) per CAP not timely submitted will be imposed.

4.20.3.2 Failure to Timely Correct Identified Contract Deficiencies

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the time frames indicated in the CAP, liquidated damages in the amount of one thousand dollars (\$1,000.00) per day per institutional site where deficiencies have not been corrected shall be imposed until such time as all noted deficiencies are corrected.

The Department has the discretion to extend any timeframe indicated in Contractor's CAP.

4.21 Deliverables

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

- 4.21.1 Timely submission of commission payments.
- 4.21.2 Digital Music Player Program services as described in this ITN.
- 4.21.3 Compliance with Other Contract Requirements.

4.22 Commission Proposals

Commission Proposals should be submitted with the most favorable terms the Offeror can offer. The Department may reject any and all offers that are conditional, incomplete or which contain irregularities, as these will be deemed to be a counteroffer.

By submitting an offer under this ITN, each Offeror warrants its agreement to the commissions submitted. Any qualifications, counter offers, deviations, or challenges shall render the entire offer non-responsive.

The Commission Offer shall identify the name of the Offeror and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Offeror to the proposed pricing.

All calculations will be verified for accuracy by the Department. In the event award is based on a grand total calculation and a mathematical error is identified, Unit Prices submitted by the Offeror will prevail, unless negotiated.

Offerors shall submit one (1) original and one (1) copy separately bound, signed and sealed commission offer for services described within this ITN.

4.23 Cost to Inmates

The Offerors shall provide the amounts to be charged to the inmates for the purchase of goods offered. The cost offer shall include, at a minimum, the following cost:

- 1. Cost of the Digital Music Player
- 2. Cost per downloaded song
- 3. Cost of any proposed accessories offered

4.24 Mandatory Documentation

The Offeror shall complete and submit the following mandatory information or documentations as a part of the offer. Any offer which does not contain the information below shall be deemed non-responsive.

- Implementation Schedule (Estimated) – Section 3.6

- Offeror's Financial Documentation – Section 4.15
- Narrative/Record of Past Experience – Section 4.13.2
- Commission Proposal – Section 4.22
- Cost to inmates for purchase of Digital Music Player, songs and accessories - Section 4.23
- Certification Attestation Page for Mandatory Statements – Attachment I

SECTION 5.0 SPECIAL INSTRUCTIONS

The following Special Instructions shall take precedence over Section 1.0 General Instructions to Respondents PUR1001 unless a statutorily required provision in the PUR 1001 supersedes.

5.1 Inquiries

Questions related to this ITN must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline. Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline. The MyFlorida.com Vendor Bid System web site is located at: http://vbs.dms.state.fl.us/vbs/main_menu

All inquiries must be submitted in writing to:

Maureen Livings, Procurement Manager
Florida Department of Corrections
Bureau of Procurement and Supply
501 South Calhoun Street Room 311
Tallahassee, Florida 32399-2500
Fax: (850) 488-7189
E-mail: livings.maureen@mail.dc.state.fl.us

FLORIDA LAW: Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes

Any person requiring special accommodation in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-717-3700 at least five (5) days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Interested parties are encouraged to carefully review all the materials contained herein and prepare Bids accordingly.

5.2 Cost of Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a vendor in responding to this ITN, including oral presentations if applicable.

5.3 Travel Expenses

The Department shall not be responsible for the payments of any travel expenses incurred by the successful offeror resulting from this ITN.

5.4 Instructions for Offers

Each offer shall be prepared simply and economically, providing a straightforward, concise delineation of the Offeror's capabilities to satisfy the requirements of this ITN. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each offer must be on completeness and clarity of content. In order to expedite the review of offers, it is essential that Offerors follow the format and instructions.

- offers may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline. Electronic submission of offers will not be accepted for the Invitation to Negotiate. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- All offers must be submitted in a sealed envelope/package with the relevant solicitation number and the date and time of the offer opening shall be clearly marked on the outside of the envelope/package.
- It is the offeror's responsibility to assure its offers submittal is delivered at the proper place and time as stipulated in the Timeline. The Department's clocks will provide the official time for offer receipt and opening.
- Late offers will not be accepted.
- Offerors are required to complete, sign, and return the Acknowledgement Form (page 1) with the offer submittal.
- The offeror shall complete, sign, date and return all pricing page(s), entitled Cost Information Sheet, and by submitting a offer or offers under this ITN, each Offeror warrants its agreement to the prices submitted. Offers should be submitted with the most favorable pricing terms offeror can offer to the State. Any modifications, counter offers, deviations, or challenges may render the bid non-responsive. By submitting an offer or offers under this ITN, each offeror warrants its agreement to the prices submitted.
- Submit one (1) original offer and one electronic copy of the submittal on CD. The electronic copy should contain the entire offer as submitted, including all supporting and signed documents.

5.5 Disclosure of Response/Reply Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Offeror or its agents. All replies shall become the property of the Department and shall not be returned to the Offeror. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a offer shall not affect this right.

5.6 Public Opening

Offers are due and will be publicly opened at the time, date and location specified in the Timeline. Offer responses received late (after Bid opening date and time) will not be accepted nor considered and no modification by the Offeror of submitted replies will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of an offer not properly sealed, addressed or identified. The name of all Offerors submitting offers will be made available to interested parties upon written request to the Procurement Manager.

5.7 Review, Evaluation and Negotiation Process

Following the opening, the Department will conduct a review of Mandatory Requirements/Fatal Criteria as a pass or fail. If the offer passes this initial review, including the financial review conducted by an independent certified public accountant, the offer will then be evaluated and scored based on the criteria defined in Attachment IV. Evaluator scores will be added together and averaged to determine the final ranking.

The scoring of offers establishes a reference point from which to make negotiation decisions. It in no way implies that a contract will be awarded. The Department reserves the right to short list offers deemed to be in the competitive range to conduct negotiations prior to final determination of contract award. The Department reserves the right to enter into concurrent negotiations with more than one offeror. When the Department enters into concurrent negotiations with more than one offeror, the contract award is determined as a result of those negotiations.

During negotiation process, the Department will conduct field testing at a Department facility to demonstrate, to the satisfaction of the Department, that all proposed equipment will perform in a completely acceptable manner. The Offeror will be required to demonstrate their equipment and provide the Department with a proposed device. The Department will conduct testing deemed necessary to ensure equipment meets all functionality and security requirements, as set for this in this ITN and the Department.

The Department reserves the right to accept or reject any and all offers, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any offer not submitted in the manner specified by the solicitation documents.

5.7.1 The Department will select for award the Respondent(s) that provide the best value to the Department based on negotiations and the following selection criteria:

1. Experience in similar delivery of digital music players
2. Quality and flexibility of programming; and
3. Cost

5.8 Disposal of Offers

All offers become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the offer will not affect this right. Should the Department reject all offers and issue a solicitation, information submitted in response to this solicitation will become a matter of public record as indicated in Section 119.071(1)(b)3, Florida Statutes.

5.9 Right to Withdraw

A reply to this ITN may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the Offeror, within seventy-two (72) hours after the bid submission date indicated in the Timeline. Any submitted offer shall remain a valid offer for three hundred and sixty five (365) days after the offer submission date.

5.10 Rejection of Offers

The Department may reject any or all offers containing material deviations. In determining whether a reply contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in this ITN.

5.11 Non-Mandatory Site Visit / Pre-Offer Conference

A non-mandatory site visit and pre-offer conference will be held at the time(s) and location(s) indicated below. These events will provide potential offerors with an opportunity to tour the facilities and to ask questions and seek clarifications about the ITN. The Department will not allow visits for individual Offerors at any other time.

The Department may answer any additional questions at the pre-proposal conference or defer them to a later date identified in the Timeline. **Verbal answers and discussions during these events shall not be binding upon the Department.**

All persons attending the Site Visit and Pre-offer must undergo a background check before entering any facility. In order to conduct this Background Check, the interested parties must send an email to [Maureen Livings](mailto:Maureen.Livings@state.fl.us) at least five (5) business days prior to the event and furnish the following information for all attendees: Site(s) attending, attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number.

All Department security procedures shall apply during this event.

Attendees must be the same individuals for whom information was provided and must be approved by the Department prior to the site visit(s). For security reasons, admittance of any Offeror not previously approved is at the sole discretion of the Wakulla CI. If prior approval is not obtained, access to the facility may be denied. Attendees must also present photo identification at the site.

5.12 Addenda

If the Department deems it necessary to supplement, modify or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu. **Interested parties are responsible for monitoring this site for new or changing information or clarifications relative to this procurement.**

5.13 Discussions

The vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department's Procurement Manager may be considered a duly authorized expression on behalf of the State. Additionally, only written communications from vendors are recognized as duly authorized expressions on behalf of the vendor. Any discussion by a bidder with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said bidder's response.

5.14 No Prior Involvement and Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such contract. However, this prohibition does not prevent an offeror who responds to a request for information from being eligible to contract with an agency."

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

Acknowledge acceptance on the Certification/Attestation Form, Attachment I.

The offeror shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the offeror. 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.

The offeror shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

5.15 MyFloridaMarketPlace (MFMP) Registration

Each vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from MyFlorida MarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, FL 32399.

5.16 Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.

5.17 Unauthorized Employment of Alien Workers

The Department does not intend to award publicly funded Contracts to those entities or affiliates who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions as determined pursuant to Section 274A of the Immigration and Nationality Act.

5.18 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Offeror considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the Offeror must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Offeror on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Offeror submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Offeror shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Offeror shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Offeror's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Offeror fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Offeror in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

5.19 E-Verify

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

5.20 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.myfloridacfo.com>. Forms can be located at the same website once a registration has been completed. Answers to frequently asked questions related to this requirement are found at: <https://flvendor.myfloridacfo.com>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.com

5.21 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one PFIA List of Prohibited Companies which is updated quarterly. This list is created pursuant to section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

5.22 Required Certifications/Attestations

All offerors must sign and return with its response the Certification/Attestation Form, Attachment I hereto, with their offer submission. **Any vendor failing to return this form will be considered nonresponsive.**

SECTION 6.0 SPECIAL CONDITIONS

The following Special Conditions shall take precedence over Section 2.0 General Contract Conditions PUR1000 unless a statutorily required provision in the PUR 1000 supersedes:

6.1 Identical Tie Proposals

When evaluating offeror replies to solicitations where there is identical pricing or scoring from multiple vendors, the department shall determine the order of award in accordance with Rule 60A-1.011 F.A.C.

6.2 Verbal Instructions Procedure

The offeror shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department of Corrections' Purchasing Office may be considered as a duly authorized expression on behalf of the State. Additionally, only written communications from respondents in writing are recognized as duly authorized expressions on behalf of the respondent.

6.3 State Initiatives

6.3.1 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.

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 solicitation.

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/.

Diversity in Contracting documentation shall be submitted to the Contract Administrator if applicable, and 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 (FEIN) 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 the contract resulting from this ITN.

6.3.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 403.7065, Florida Statutes. The Contractor shall also provide a plan, if applicable, for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code (F.A.C.). 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.

6.4 Subcontracting

The successful offeror is fully responsible for all work performed in this ITN. No subcontract, which the successful offeror enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the successful offeror of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Contractor.

If a subcontractor is utilized by the successful offeror, the successful offeror 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 successful offeror shall be solely liable to the subcontractor for all expenses and liabilities under this ITN. Failure by the successful offeror to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the successful offeror to the subcontractor in the amount of one-half (½) 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.

6.5 Insurance

This Special Condition takes precedence over General Conditions #35 in PUR 1000

The successful offeror agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence in this ITN. The successful offeror accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the successful offeror and the Department under the contract resulting from this ITN. The Department must be an additional named insured on the successful offeror's insurance for the contract resulting from this ITN. Upon issuance of the Purchase Order, the vendor may be required to furnish the Department 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.

The successful offeror shall not commence any work in connection with this ITN or any resultant contract until he has obtained all of the below-listed types of insurance and such insurance has been approved by the Department. In addition, the successful offeror shall not permit or allow any subcontractor to commence work on the contract resulting from this ITN (if this Agreement is subcontracted) until all similar insurance required of the successful offeror has been obtained by the subcontractor and approved. All insurance policies shall be with insurers qualified and doing business in Florida. The successful offeror will be required to furnish proof of coverage of insurance by Certificates of Insurance (sample not provided with this guide) naming the Department as an additional named insured.

The Department shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

6.5.1 Workers' Compensation Insurance

The successful offeror shall secure and maintain, during the life of the Contract or other Agreement, Workers' Compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the successful offeror shall require the subcontractor similarly to provide Workers' Compensation insurance for all subcontractor employees unless such employees are covered by the protection afforded by the successful offeror. Such insurance shall comply fully with the Florida Workers' Compensation Law. In the event any class of employees engaged in hazardous work under the contract resulting from this ITN at the site of the project is not protected under the Workers' Compensation Statute, the successful offeror shall provide and cause each subcontractor to provide adequate insurance satisfactory to the Department for protection of any employees not otherwise protected.

6.5.2 Offeror's Public Liability and Property Damage Insurance

The successful offeror shall secure and maintain, during the life of the Contract or other Agreement, comprehensive general liability and comprehensive automobile liability insurance and shall provide the Department with a certificate of insurance naming the Department as an additional named insured. Such insurance shall protect the Department from claims for personal injury, including accidental death, as well as claims for property damage which may arise from any operations under the Contract or other Agreement whether such operations are conducted by himself or by anyone directly or indirectly employed by him.

6.5.3 Liability Insurance Coverage

The successful offeror agrees to provide at its sole expense adequate liability insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of the Contract. At a minimum, such insurance shall include the following: workers' compensation and employer's liability insurance per Florida statutory limits (currently \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of \$500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of \$500,000, including hired and non-owned liability, and \$5,000 medical payment. Upon the execution of the contract resulting from this ITN, the successful offeror shall furnish the Department written verification supporting both the determination and existence 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 Contract shall not limit the types of insurance successful offeror may desire to obtain or be required to obtain by law. The Department reserves the right to require additional insurance where appropriate.

If the successful offeror is a state agency or subdivision as defined by Section 768.28, Florida Statutes, the successful offeror 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.

6.6 Invoicing & Payments:

Regardless of the amount of gross sales, the successful offeror will compensate the Department at the Commission Rate percentage offered and awarded based on gross sales during the ordering period, less applicable sales tax, shipping/handling fees and refunds. Payment shall be made within fifteen (15) calendar days after the final day of the ordering period.

Payment shall be submitted with the Commission Report as described in Section 4.22.

6.7 Copyrights, Right to Data, Patents and Royalties

Where activities 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 the contract resulting from this ITN, 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 successful offeror. 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, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The successful offeror, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the successful offeror. The successful offeror 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 successful offeror 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 successful offeror full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the successful offeror may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the successful offeror upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the successful offeror 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.

The offeror, without exception, shall indemnify and save harmless the purchaser 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 offeror. The offeror 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 contractor or is based solely and exclusively upon the department's alteration of the article. The purchaser will provide prompt written notification of a claim of copyright or patent infringement and will afford the offeror full opportunity to defend the action and control the defense. Further, if such a claim is made or is pending, the contractor may, at its options and expenses procure for the purchaser the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the department agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the offeror uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the offeror prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

All patents, copyrights, and trademarks arising, developed or created in the course or as a result hereof are Department of Correction's property, and nothing resulting from Offeror's services or provided by the Department to Offeror may be reproduced, distributed, licensed sold or otherwise transferred without prior written permission of the Department. This paragraph does not apply to the Department's purchase of a license for Offeror's intellectual property.

6.8 Independent Vendor Status

The successful offeror shall be considered an independent Contractor in the performance of its duties and responsibilities. The Department shall neither have nor exercise any control or direction over the methods by which the successful offeror shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

6.9 Assignment

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

6.10 Severability

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

6.11 Use of Funds for Lobbying Prohibited

The successful offeror 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.

6.12 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is 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 served by the Department, either directly or indirectly, through these services.

6.13 Convicted Felons

No personnel assigned to the contract resulting from this ITN by the successful offeror may be a convicted felon or have relatives either confined by, or under supervision of, the Department, unless an exception is granted.

6.14 Taxes

The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. Tax exemption number/certificate will be provided upon request. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of state owned real property as defined in Chapter 192, F.S.

6.15 Safety Standards

Unless otherwise stipulated in the offer, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder.

6.16 American with Disabilities Act

The successful offeror 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, the Contract resulting from this ITN may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts.

6.17 Employment of Department Personnel

The successful offeror shall not knowingly engage, employ or utilize, on a full-time, part-time, or other basis during the period of the contract resulting from this ITN, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

6.18 Nonconformance to Contract Conditions

Items may be tested for compliance with specifications by the Florida Department of Agriculture and Consumer Services, or by others acceptable to the department. Should the items fail testing, the department may require the vendor to reimburse the department for costs incurred by the department in connection with the examination or testing of the commodity including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, F.S. Items delivered not conforming to specifications may be rejected and returned at the vendors expense. These items and items not delivered as per delivery date in bid and/or purchase order may result in offeror being found in default in which event any and all reprourement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in consequences stated in the Florida Administrative Code (FAC) 60-A.1.006.

6.19 Legal Requirements

Applicable provision of all Federal, State, county and local laws, and all ordinances, rules, and regulations shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any offeror shall not constitute a cognizable defense against the legal effect thereof.

6.20 Termination

This Invitation to Negotiate Special Condition takes precedence over General Condition #22 and #23 in PUR1000.

Termination shall be in accordance with Department of Corrections' standard contract. A standard contract will be forwarded to the successful offeror.

6.21 Conflict of Law and Controlling Provisions

Any contract resulting from this ITN, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

6.22 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.

6.23 Records and Documentation

To the extent that information is utilized in the performance of the resulting contract or generated as a result of it, and to the extent that information meets the definition of "public record" as defined in subsection 119.011(1), F.S., said information is hereby declared to be and is hereby recognized by the parties to be a public record and absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Art. I, Sec. 24, Fla. Constitution and Chapter 119, F.S. It is expressly understood that any state contractor's refusal to comply with these provisions of law shall constitute an immediate breach of the contract resulting from this ITN entitling the Department to unilaterally terminate the contract. The successful offeror will be required to notify the Department of any requests made for public records.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the successful offeror for a period of six years after the termination of the resulting contract or longer as may be required by any renewal or extension of the contract. During this period, the successful offeror shall provide any documents requested by the Department in its standard word processing format (currently Microsoft Word 6.0). If this standard should change, the successful offeror shall adopt the new standard at no cost to the Department. Data files will be provided in a format directed by the Department.

The successful offeror agrees to maintain the confidentiality of all records required by law or administrative rule to be protected from disclosure. The successful offeror further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the Department against the same at its expense.

6.24 Communications

Contract communications will be in three (3) 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

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 Contract 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.

The Offeror shall respond to informal and formal communications in writing, transmitted by facsimile and/or email, with follow-up by hard copy mail.

A date/numbering system shall be utilized by the Contractor, for tracking of formal communication.

The only personnel authorized to use formal Contract communications are the Department's Senior Executive Management Staff, Director of Human Resources, Contract Manager, Contract Administrator, and the Contractor's CEO or Contractor's Representative. Designees or other persons authorized to utilize formal Contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the 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.

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.

In addition to the Contract communications noted, if there is an urgent administrative problem, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or his/her designee 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 or his/her designee within forty-eight (48) hours. The Contractor 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 within three (3) working days of receipt of the request. The Contract Manager shall be copied on all such correspondence.

6.25 Performance Guarantee

The successful Offeror shall furnish the Department with a Performance Guarantee in the amount of one million dollars (\$1,000,000) that shall be in effect yearly for a time frame equal to the term of the Contract resulting from this ITN. The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of this Contract. Upon renewal of this Contract, the successful Offeror shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal. Based upon successful Offeror performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the contract or for the remaining contract period, including the renewal.

ATTACHMENT I – CERTIFICATION /ATTESTATION PAGE

1. **Business/Corporate Experience:** This is to certify that the Offeror has at least three (3) years of business/corporate experience within the last seven (7) years in the provision of Digital Music Player Program.
2. **Authority to Legally Bind the Offeror:**
This is to certify that the person signing the Florida Department of Corrections ITN Contractual Services’ Cover Sheet and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Offeror’s firm responsible for the prices and total amount of this Response and the preparation of the Response.
3. **Acceptance of Terms and Conditions:**
This is to certify that the Offeror will comply with all terms and conditions contained within the ITN.
4. **Certification of Minimum Service Requirements:** This is to certify that the services proposed meet or exceed the minimum service requirements as specified in Section 3.1, **Statement of Purpose** , of this ITN. Furthermore, this is to certify that the Response submission contains no deviations from the requirements of the ITN.
5. **Statement of No Involvement:**
This is to certify that the person signing the Response has not participated, and will not participate, in any action contrary to the terms of this ITN.
6. **Statement of No Inducement:**
This is to certify that no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a response with regard to this ITN. Furthermore this is to certify that the Response contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive response.
7. **Statement of Non-Disclosure:**
This is to certify that neither the price(s) contained in this Response, nor the approximate amount of this Response have been disclosed prior to award, directly or indirectly, to any other Offeror or to any competitor.
8. **Statement of Non-Collusion:**
This is to certify that the prices and amounts in this Response have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Offeror or with any competitor and not for the purpose of restricting competition.
9. **Non-Discrimination Statement:**
This is to certify that the Offeror does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.
10. **Unauthorized Alien Statement:**
This is to certify that the Offeror does not knowingly employ unauthorized alien workers.
11. **Statement of No Investigation/Conviction:**
This is to certify that Offeror, it’s affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
12. **Scrutinized Companies Lists:**
If value of this solicitation is greater than or equal to \$1 Million, then the Offeror certifies they are 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.

Dated this _____ day of _____ 20__.

Name of Organization: _____

Signed by: _____

Title: _____

being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20__.

Notary Public: _____

My Commission Expires: _____

ATTACHMENT II – BUSINESS CORPORATE REFERENCE FORM

Offerors are required to submit with the Offer, contact information for a minimum of two (2) and a maximum of four (4) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination.

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

4.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Name of Offeror's Organization

Signature of Authorized Representative and Date

Print Name

ATTACHMENT III – BUSINESS/CORPORATE REFERENCE CHECK

(THIS FORM MAY BE COMPLETED BY THE DEPARTMENT UTILIZING THE INFORMATION PROVIDED ON ATTACHMENT II)

1. How would you describe your relationship to this business/corporate entity? (e.g. Customer, Subcontractor, Employee, Contract Manager, Friend, or Acquaintance)

2. How many years have you done business with this business entity? _____ Please Provide Dates:

3. A. If a Customer, please specifically describe the **primary** service this entity provides to you. i.e. Does this vendor provide digital music player operations services or other type of similar services?

- B. Generally describe the geographic area where services were provided. (number of counties served, section of the state, etc).

- C. What was the estimated population of clients that the entity served, to the best of your knowledge?

4. Did this entity act as a primary provider, or as a subcontractor? If a subcontractor, to whom? Please specifically describe the type of service that was provided by the entity for which this reference is being provided.

5. Can you identify the total number of years that this entity has provided digital music player operations or similar services? Please provide dates to the best of your knowledge.

6. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc).

7. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.

8. Would you conduct business with this business/corporate entity again? If no, please state the reason.

9. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.

10. Will you provide a phone number, fax or email address so we may contact you for further questions, if necessary?

ATTACHMENT IV –EVALUATION CRITERIA

ITN Section Reference	Evaluation Criteria	Total Possible Points	Points Awarded
Business/Corporate Experience and Qualifications (50 points)			
4.13	To what extent do the Offeror's qualifications meet the requirements of at least three (3) years of business/corporate experience within the last seven (7) years in the provision of Digital Music Player Program. . (Unacceptable – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	20	
4.13.2	How well does the Offeror's narrative describe their experience in providing the services described in this ITN? (Unacceptable – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	30	
Total Points for Business/Corporate Experience and Qualifications			
Project Staff (200 points)			
4.14.3	To what extent does the Offeror's information and resume for the Chief Executive Officer (CEO, or equivalent title) demonstrate the qualifications, abilities, and experience necessary to effectively provide administrative oversight in this ITN? (Unacceptable – 0; Poor – 7.5; Adequate – 15; Good – 22.50; Exceptional – 30)	30	
4.14.3	To what extent do the Offeror's information and resume for the Administrative Project Manager for Digital Music Program Operations Services (or equivalent title) demonstrate the qualifications, abilities, and experience necessary to effectively provide operational oversight in this ITN? (Unacceptable – 0; Poor – 7.5; Adequate – 15; Good – 22.50; Exceptional – 30)	30	
4.2.7 4.14	How well does the Offeror's staffing plan provide an adequate level of staff for the provision of services contained in the ITN? (Unacceptable – 0; Poor – 15; Adequate – 30; Good – 45; Exceptional – 60)	60	
4.14.1	To what extent does the Offeror ensure the responsibilities of the Field Repair/Site Technicians will be achieved? In addition, how does the Offeror plan to verify the educational and experience requirements outlined in the ITN? (Unacceptable – 0; Poor – 10; Adequate – 20; Good – 30; Exceptional – 40)	40	
4.14.1	To what extent does the Offeror ensure the responsibilities of the Service Representatives will be achieved and how well does the Offeror propose to verify the educational and experience requirements as outlined in the ITN? (Unacceptable – 0; Poor – 10; Adequate – 20; Good – 30; Exceptional – 40)	40	

			Total Points for Project Staff
Technical Response & Service Delivery Approach (400 points)			
3.6	How well does the Offeror's Estimated Implementation Plan and Transition Date Schedule detail the Offeror's plan and date of phase-in of service for each of the Department's institutional sites identified in the ITN? (Unacceptable – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
4.4.1	To what extent does the Offeror's response ensure the delivery of a Digital Music Player and a private delivery system to ensure a secure method by which inmates can browse, select, and download digital content to their digital music player? (Unacceptable – 0; Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)	50	
4.4.1	To what extent does the Offeror ensure their digital music player meets the minimum specifications of section 4.4.1 of this ITN? (Unacceptable – 0; Poor – 15; Adequate – 30; Good – 45; Exceptional – 60)	60	
4.4.2	How adequately does the Offeror describe their process for the purchase of Digital Music Players, Songs and Accessories? Is the process clear, concise and easy to understand? (Unacceptable – 0; Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)	50	
4.4.3	How well does the Offeror's response describe the ability of: <ul style="list-style-type: none"> • Providing a Digital Music Library that can be filtered to remove any songs that the Department deems inadmissible • Ensuring all songs offered for download have a Recording Industry Association of America (RIAA) rating • Ensuring no songs rated by the RIAA as "Parental Advisory Explicit Content" will be offered for download (Unacceptable – 0; Poor – 18.75; Adequate – 37.50; Good – 56.25; Exceptional – 75)	75	
4.4.4	How adequate is the Offer's warranty and maintenance plan and does it address all the requirements of this section? (Unacceptable – 0; Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)	50	
4.6	How adequate is the Offer's plan to address the required training? (Unacceptable – 0; Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)	25	
4.18	How adequate does the Offeror's response describe their plan to meet the performance and outcome standards outlined in the performance measure section 4.18 of this ITN? (Unacceptable – 0; Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)	25	
4.21	How adequate is the Offer's plan to meet the deliverables outlined in section 4.21 of this ITN?	50	

		(Unacceptable – 0; Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)	
Total Points for Technical Response & Service Delivery Approach			
Commission (350 Points)			
4.22	Offeror’s proposed commissions will be scored using the following formula: $(X / N) \times 350 = Z$ X = Offeror’s proposed Commission Percentage to be Paid (Attachment V) N = Highest Commission Percentage to be Paid of all offers submitted Z = Points Awarded	350	
GRAND TOTAL OF POINTS (1000 MAXIMUM)			

Offeror’s Name: _____ Evaluator’s Signature: _____

MANDATORY FORM

**ATTACHMENT V- COMMISSION PROPOSAL
DC ITN-13-034
DIGITAL MUSIC PLAYER PROGRAM SERVICES**

The Offeror shall submit a Commission Rate percentage to be paid to the Department for any Contract resulting from this ITN.

Commission Rate	____%
------------------------	-------

Name of Organization

Signature of Authorized Representative and Date

Print Name:

ATTACHMENT VI – ALLOCATION OF EQUIPMENT BY FACILITY

Facility	Total Number of Kiosks	Number of Parent Kiosks	Number of Remote Kiosks
Apalachee CI	2	1	1
Arcadia Road Prison	1	1	0
Avon Park CI	4	1	3
Baker CI	3	1	2
Bay City Work Camp	1	1	0
Berrydale Forestry Camp	1	1	0
Big Pine Road Prison	1	1	0
Brevard CI	1	1	0
Broward CI	1	1	0
Calhoun CI	2	1	1
Central Florida Reception Center	5	2	3
Century CI	2	1	1
Charlotte CI	1	1	0
Columbia CI	7	1	6
Cross City CI	2	1	1
Dade CI	2	1	1
Desoto CI	2	1	1
Everglades CI	1	1	0
Florida State Prison	2	1	1
Fort Myers Work Camp	1	1	0
Franklin CI	4	1	3
Gainesville Work Camp	1	1	0
Glades Work Camp	1	1	0
Graceville Work Camp	1	1	0
Gulf CI	2	1	1
Gulf Forestry Work Camp	1	1	0
Hamilton CI	5	1	4
Hardee CI	2	1	1
Hernando CI	1	1	0
Hollywood WRC	1	1	0
Holmes CI	2	1	1
Homestead CI	1	1	0
Jackson CI	2	1	1
Jefferson CI	1	1	0
Lake CI	2	1	1
Lancaster CI	2	1	1
Largo Rd. Prison	1	1	0
Lawtey CI	1	1	0
Liberty CI	3	2	1
Lowell CI	7	1	6
Lowell Rec. Center	3	1	2
Loxahatchee Road Prison	1	1	0
Madison CI	2	1	1
Marion CI	2	1	1
Martin CI	2	1	1
Mayo CI	1	1	0
Mayo CI - Annex	4	1	3
NW Florida Reception Center CI	4	1	3
Okaloosa CI	2	1	1

Okeechobee CI	1	1	0
Polk CI	3	1	2
Putnam CI	1	1	0
Quincy Annex	1	1	0
Reception and Medical Center	3	1	2
River Junction Work Camp	1	1	0
Sago Palm Work Camp	1	1	0
Santa Rosa CI	4	1	3
South Florida Reception Center	3	1	2
Sumter CI	2	1	1
Suwannee CI	7	1	6
Taylor CI	3	1	2
Tomoka CI	3	1	2
Union CI	2	1	1
Wakulla CI	6	1	5
Walton CI	2	1	1
Zephyrhills CI	2	1	1

Exhibit A – CORRECTIONAL INSTITUTIONS/FACILITIES

MAJOR INSTITUTIONS** Indicates a work camp adjacent to an institution.*

Region I	
* Apalachee Correctional Institution East 35 Apalachee Drive Sneads, Florida 32460-4166	Apalachee Correctional Institution West 52 West Unit Drive Sneads Florida 32460-4165
* Calhoun Correctional Institution 19562 SE Institution Drive Blountstown, Florida 32424-5156	* Century Correctional Institution 400 Tedder Road Century, Florida 32535-3659
Franklin Correctional Institution 1760 Highway 67 North Carrabelle, Florida 32322	Gulf Correctional Institution 500 Ike Steele Road Wewahitchka, Florida 32465-0010
Gulf Correctional Institution Annex 699 Ike Steel Road Wewahitchka, Florida 32465-0010	* Holmes Correctional Institution 3142 Thomas Drive Bonifay, Florida 32425-0190
* Jackson Correctional Institution 5563 10th Street Malone, Florida 32445-3144	Jefferson Correctional Institution 1050 Big Joe Road Monticello, Florida 32344-0430
* Liberty Correctional Institution 11064 N.W. Dempsey Barron Road Bristol, Florida 32321-9711	Northwest Florida Reception Center 4455 Sam Mitchell Drive Chipley, Florida 32428-3597
Northwest Florida Reception Center Annex 4455 Sam Mitchell Drive Chipley, Florida 32428-3597	* Okaloosa Correctional Institution 3189 Little Silver Rd. Crestview, Florida 32539-6708
Quincy Annex 2225 Pat Thomas Parkway Quincy, Florida 32351-8645	Santa Rosa CI 5850 East Milton Rd. Milton, Florida 32583-7914
Santa Rosa Annex 5850 East Milton Rd. Milton, Florida 32583-7914	* Taylor Correctional Institution 8501 Hampton Springs Road Perry, Florida 32348-8747
Taylor Correctional Institution Annex 8501 Hampton Springs Road Perry, Florida 32348	* Wakulla Correctional Institution 110 Melaleuca Drive Crawfordville, Florida 32327-4963
Wakulla Annex 110 Melaleuca Drive Crawfordville, Florida 32327-4963	* Walton Correctional Institution 691 Institution Road DeFuniak Springs, Florida 32433-1831
Region II	
* Baker Correctional Institution P.O. Box 500, 20706 US 90 W. Sanderson, Florida 32087-0500	* Columbia Correctional Institution 216 S.E. Corrections Way Lake City, Florida 32025-2013
Columbia Correctional Institution Annex 216 S.E. Corrections Way Lake City, Florida 32025-2013	* Cross City Correctional Institution 568 NE 255 th Street Cross City, Florida 32628

<p>* Florida State Prison 7819 N.W. 228th Street Raiford, Florida 32026-1000</p>	<p>Florida St. Prison West Unit Post Office Box 747 State Road 16 Starke, Florida 32091-0747</p>
<p>* Hamilton Correctional Institution 10650 SW 46th Street Jasper, Florida 32052-1360</p>	<p>Hamilton Correctional Institution Annex 10650 S.W. 46th Street Jasper, Florida 32052-1360</p>
<p>* Lancaster Correctional Institution 3449 S.W. State Road 26 Trenton, Florida 32693-5641</p>	<p>Lawtey Correctional Institution 7819 N.W. 228th Street Raiford, Florida 32026-2000</p>
<p>Lowell Correctional Institution 11120 NW Gainesville Rd Ocala, Florida 34482-1479</p>	<p>Lowell Correctional Institution Annex 11120 NW Gainesville Rd Ocala, Florida 34482-1479</p>
<p>Florida Women's Reception Center 3700 NW 111th Place Ocala, Florida 34482-1479</p>	<p>* Madison Correctional Institution 382 Southwest MCI Way Madison, Florida 32340-4430</p>
<p>* Marion Correctional Institution P.O. Box 158 3269 NW 105th Street Lowell, Florida 32663-0158</p>	<p>* Mayo Correctional Institution Annex 8784 US Highway 27 West Mayo, Florida 32066-3458</p>
<p>Putnam Correctional Institution 128 Yelvington Road East Palatka, Florida 32131-2112</p>	<p>Reception and Medical Center P.O. Box 628 Hwy 231 Lake Butler, Florida 32054-0628</p>
<p>Reception and Medical Center West 8183 SW 152nd Loop P.O. Box 628 Lake Butler, Florida 32054-0628</p>	<p>*Suwannee Correctional Institution 5964 U.S. Highway 90 Live Oak, Florida 32060</p>
<p>Suwannee Correctional Institution Annex 5964 U.S. Highway 90 Live Oak, Florida 32060</p>	<p>* Tomoka Correctional Institution 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098</p>
<p>Union Correctional Institution 7819 N.W. 228th Street Raiford, Florida 32026-4000</p>	
Region III	
<p>* Avon Park Correctional Institution P.O. Box 1100 County Road 64 East Avon Park, Florida 33826-1100</p>	<p>Central Florida Reception Center 7000 H C Kelley Rd Orlando, FL 32831-2518</p>
<p>Charlotte Correctional Institution 33123 Oil Well Road Punta Gorda, Florida 33955-9701</p>	<p>Dade Correctional Institution 19000 S. W. 377th Street Florida City, Florida 33034-6409</p>

<p>* DeSoto Annex 13617 S.E. Highway 70 Arcadia, Florida 34266-7800</p>	<p>Everglades Correctional Institution 1601 S.W. 187th Ave. Miami, Florida 33185-3701</p>
<p>* Hardee Correctional Institution 6901 State Road 62 Bowling Green, Florida 33834-9505</p>	<p>Hernando Correctional Institution 16415 Springhill Drive Brooksville, Florida 34604-8167</p>
<p>Homestead Correctional Institution 19000 S. W. 377th Street Florida City, Florida 33034-6409</p>	<p>Lake Correctional Institution 19225 U.S. Highway 27 Clermont, Florida 34715-9025</p>
<p>* Martin Correctional Institution 1150 S.W. Allapattah Road Indiantown, Florida 34956-4397</p>	<p>Okeechobee Correctional Institution 3420 N.E. 168th St. Okeechobee, Florida 34972-4824</p>
<p>* Polk Correctional Institution 10800 Evans Road Polk City, Florida 33868-6925</p>	<p>South Florida Reception Center 14000 NW 41st Street Doral, Florida 33178-3003</p>
<p>South Florida Reception Center South Unit: 13910 NW 41st Street Doral, Florida 33178-3014</p>	<p>Sumter Correctional Institution 9544 County Road 476B Bushnell, Florida 33513-0667</p>
<p>Zephyrhills Correctional Institution 2739 Gall Boulevard Zephyrhills, Florida 33541-9701</p>	

WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS

<i>Region I</i>	
<p>Berrydale Forestry Camp 6920 Highway 4 Jay, Florida 32565-2204</p>	<p>Calhoun Work Camp 19564 SE Inst. Drive Blountstown, Florida 32424-5156</p>
<p>Century Work Camp 400 Tedder Road Century, Florida 32535-3659</p>	<p>Franklin Work Camp 1760 Highway 67 North Carrabelle, Florida 32322</p>
<p>Gadsden Re-Entry 26380 Blue Star Highway Havana, Florida 32357</p>	<p>Graceville Work Camp 5230 Ezell Road Graceville, FL 32440-4289</p>

<p>Gulf Forestry Camp 3222 DOC Whitfield Road White City, Florida 32465</p>	<p>Holmes Work Camp 3182 Thomas Drive Bonifay, Florida 32425-4238</p>
<p>Jackson Work Camp 5607 10th Street Hwy 71 North Malone, Florida 32445-9998</p>	<p>Liberty South Unit 11064 NW Dempsey Barron Road Bristol, Florida 32321</p>
<p>Okaloosa Work Camp 3189 Little Silver Road Crestview, Florida 32539-6708</p>	<p>Taylor Work Camp 8501 Hampton Springs Road Perry, Florida 32348-0000</p>
<p>Wakulla Work Camp 110 Melaleuca Drive Crawfordville, FL 32327-4963</p>	<p>Walton Work Camp 301 World War II Veterans Lane De Funiak Springs, Florida 32433-1838</p>
Region II	
<p>Baker Work Camp P.O. Box 500 US 90 E. Sanderson, Florida 32087-0500</p>	<p>Cross City Work Camp 568 N.E. 255th Street Cross City, Florida 32628</p>
<p>Gainesville Work Camp 1000 NE 55th Blvd. State Road 26 East Gainesville, Florida 32641-6067</p>	<p>Lancaster Work Camp 3449 SW SR 26 Trenton, Florida 32693-5641</p>
<p>Lowell Work Camp 11120 NW Gainesville Road Ocala, Florida 34482</p>	<p>Marion Work Camp Post Office Box 158 3269 NW 105th Street Lowell, Florida 32663-0158</p>
<p>Madison Work Camp Post Office Box 692 382 SW MCI Way Madison, Florida 32340-4430</p>	<p>RMC Work Camp P.O. Box 628 Lake Butler, FL 32054</p>
<p>Mayo Work Camp 8976 US 27 West Mayo, Florida 32066</p>	<p>Suwannee Work Camp 5964 U.S. Highway 90 Live Oak, Florida 32060</p>
<p>Tomoka Work Camp 3950 Tiger Bay Road Daytona Beach, FL 32124-1098</p>	<p>Union Work Camp 7819 NW 228th Street Raiford, Florida 32026</p>
Region III	
<p>Arcadia Road Prison 2961 N.W. County Road 661 Arcadia, Florida 34266-8203</p>	<p>Avon Park Work Camp Post Office Box 1100 County Road 64 East Avon Park, Florida 33826-1100</p>

<p>Big Pine Key Road Prison P.O. Box 430509 450 Key Deer Blvd. Big Pine Key, Florida 33043-0509</p>	<p>DeSoto Work Camp Highway 70 East Arcadia, Florida, 34266</p>
<p>Ft. Myers Work Camp P.O. Box 051107 12551 Wainwright Drive Immokalee, Florida 34142-9628</p>	<p>Hardee Work Camp 6899 State Road 62 Bowling Green, Florida 33834-9505</p>
<p>Largo Road Prison 5201 Ulmerton Road Clearwater, Florida 33760-4006</p>	<p>Loxahatchee Road Prison 230 Sunshine Road West Palm Beach, Florida 33411-3616</p>
<p>Martin Work Camp 1150 SW Allapattah Road Indiantown, Florida 34956-4310</p>	<p>Polk Work Camp 10800 Evans Road Polk City, Florida 33868-6925</p>
<p>Sago Palm Work Camp 15500 Bay Bottom Rd Pahokee FL 33476</p>	<p>Sumter Work Camp Post Office Box 1807 9544 County Road 476B Bushnell, Florida 33513-0667</p>

WORK RELEASE CENTERS

Region I	
<p>Panama City WRC 3609 Highway 390 Panama City, Florida 32405-2795</p>	
Region III	
<p>Hollywood WRC P.O. Box 8759 8501 W. Cypress Drive Pembroke Pines, Florida 33025-4542</p>	

**EXHIBIT B – DEPARTMENT SECURITY REQUIREMENTS FOR CONTRACTORS
DC ITN-13-034**

- (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.**

EXHIBIT “C”

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

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Keefe Commissary Network, LLC (“Contractor”) to provide statewide canteen operation services.

This Amendment:

- Revises the WITNESSETH Section to add a fourth Whereas statement;
- Revises Section I., A., Contract Term;
- Revises Section II., W., 7., d. MP3 Player Specifications, to add a paragraph;
- Revises Section III., A., Payments and Invoices, #1; and
- Adds Attachment 1, Transition of Canteen Services.

Original contract period:
Amendment #1:
Amendment #2:

March 29, 2009 through March 31, 2014
July 8, 2011 through March 31, 2014
March 6, 2014 through March 31, 2015

In accordance with Section V., CONTRACT MODIFICATION; the following changes are hereby made:

1. Section entitled WITNESSETH, is hereby revised to add:

Whereas on August 14, 2014, the Department issued Formal Communication 150-14, Termination at Will for a contract ending date of November 13, 2014 and whereas with statewide canteen services there is a need for an extended transition period, it is understood by all parties that full service canteen operation will cease by Keefe Commissary Network, LLC, on November 13, 2014 and the transition of services will begin on November 14, 2014, as stated in the attached Transition Schedule. It is also understood that full transition of canteen services will be completed no later than January 23, 2015, which will be the revised ending date of the contract. Notwithstanding the foregoing, the Department agrees that any obligation of Keefe Commissary Network, LLC to provide canteen services at each respective facility terminates on the day listed for each facility on the Transition Schedule.

2. Section I., A., Contract Term, is hereby revised to read:

This Contract began on March 29, 2009 and shall end at midnight on January 23, 2015. During the period from November 14, 2014 until the end date of the contract, full service canteen operations by Contractor will cease and transition of services to the new vendor will be implemented as stated in the attached Transition Schedule.

3. Section II. W. 7. d., MP3 Player Specifications is hereby revised to add:

The Contractor shall adjust the security timer for MP3 devices upon request of the Department. The timeframe shall be adjusted for a period specified by the Department thru formal communication.

4. Attachment 1, Transition of Canteen Services, is hereby added.

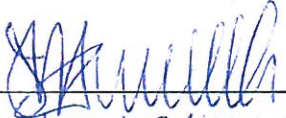
CONTRACT #C2562
AMENDMENT #3

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

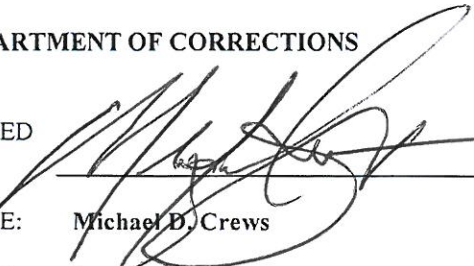
This Amendment shall begin on the date on which it is signed by both parties.

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

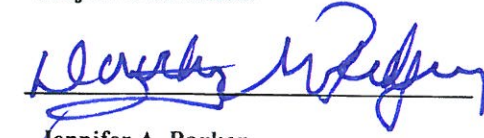
CONTRACTOR:
KEEFE COMMISSARY NETWORK, LLC

SIGNED BY: 
NAME: JOHN P. RICCIARDI
TITLE: EXEC. VP / GM
DATE: 9/17/14
FEID #: 43-1856999

DEPARTMENT OF CORRECTIONS

SIGNED BY: 
NAME: Michael D. Crews
TITLE: Secretary
Department of Corrections
DATE: 9/18/14

Approved as to form and legality,
subject to execution.

SIGNED BY: 
NAME: Jennifer A. Parker
TITLE: General Counsel
Department of Corrections
DATE: 9/18/14

Keefe Commissary Network - Transition Schedule for Canteen Services

Institution*	Region	Keefe Canteen Service Ends (Inmate/VP) COB	Keefe begins inventory and equipment removal	Keefe Completes removal of inventory and equipment by COB (canteens, VP, Warehouse)
Pilot Account for Canteen Operations				
Hernando Correctional Institution	3	Sunday, November 02, 2014	Monday, November 03, 2014	Wednesday, November 05, 2014
Week 1 (11/16/14 thru 11/22/14)				
Jefferson Correctional Institution	1	Sunday, November 16, 2014	Monday, November 17, 2014	Wednesday, November 19, 2014
Century Correctional Institution	1	Sunday, November 16, 2014	Monday, November 17, 2014	Wednesday, November 19, 2014
Wakulla Correctional Institution	1	Sunday, November 16, 2014	Monday, November 17, 2014	Wednesday, November 19, 2014
Okaloosa Correctional Institution	1	Sunday, November 16, 2014	Monday, November 17, 2014	Wednesday, November 19, 2014
Walton Correctional Institution	1	Sunday, November 16, 2014	Monday, November 17, 2014	Wednesday, November 19, 2014
North West Florida Reception Center	1	Sunday, November 16, 2014	Monday, November 17, 2014	Wednesday, November 19, 2014
Jackson Correctional Institution	1	Sunday, November 16, 2014	Monday, November 17, 2014	Wednesday, November 19, 2014
Holmes Correctional Institution	1	Sunday, November 16, 2014	Monday, November 17, 2014	Wednesday, November 19, 2014
Santa Rosa Correctional Institution	1	Sunday, November 16, 2014	Monday, November 17, 2014	Wednesday, November 19, 2014
Week 2 Thanksgiving (11/23/14 thru 11/29/30) - NO TRANSITION				
Week 3 (11/30/14 thru 12/6/14)				
Calhoun Correctional Institution	1	Sunday, November 30, 2014	Monday, December 01, 2014	Wednesday, December 03, 2014
Quincy/Gadsden Re-Entry	1	Sunday, November 30, 2014	Monday, December 01, 2014	Wednesday, December 03, 2014
Gulf Correctional Institution	1	Sunday, November 30, 2014	Monday, December 01, 2014	Wednesday, December 03, 2014
Apalachee Correctional Institution	1	Sunday, November 30, 2014	Monday, December 01, 2014	Wednesday, December 03, 2014
Liberty Correctional Institution	1	Sunday, November 30, 2014	Monday, December 01, 2014	Wednesday, December 03, 2014
Franklin Correctional Institution	1	Sunday, November 30, 2014	Monday, December 01, 2014	Wednesday, December 03, 2014
Week 4 (12/7/14 thru 12/13/14)				
Taylor Correctional Institution	1	Sunday, December 07, 2014	Monday, December 08, 2014	Wednesday, December 10, 2014
Mayo Correctional Institution	2	Sunday, December 07, 2014	Monday, December 08, 2014	Wednesday, December 10, 2014
Madison Correctional Intuition	2	Sunday, December 07, 2014	Monday, December 08, 2014	Wednesday, December 10, 2014
Florida State Prison	2	Sunday, December 07, 2014	Monday, December 08, 2014	Wednesday, December 10, 2014
Hamilton Correctional Institution	2	Sunday, December 07, 2014	Monday, December 08, 2014	Wednesday, December 10, 2014
Lawtey Correctional Institution	2	Sunday, December 07, 2014	Monday, December 08, 2014	Wednesday, December 10, 2014
Union Correctional Institution	2	Sunday, December 07, 2014	Monday, December 08, 2014	Wednesday, December 10, 2014
Suwanee Correctional Institution	2	Sunday, December 07, 2014	Monday, December 08, 2014	Wednesday, December 10, 2014
Week 5 (12/14/14 thru 12/20/14)				
Columbia Correctional Institution	2	Sunday, December 14, 2014	Monday, December 15, 2014	Wednesday, December 17, 2014
Marion Correction Institution	2	Sunday, December 14, 2014	Monday, December 15, 2014	Wednesday, December 17, 2014
Florida Womens Reception Center	2	Sunday, December 14, 2014	Monday, December 15, 2014	Wednesday, December 17, 2014
Reception and Medical Institution	2	Sunday, December 14, 2014	Monday, December 15, 2014	Wednesday, December 17, 2014
Baker Correctional Institution	2	Sunday, December 14, 2014	Monday, December 15, 2014	Wednesday, December 17, 2014
Cross City Correctional Institution	2	Sunday, December 14, 2014	Monday, December 15, 2014	Wednesday, December 17, 2014
Lancaster Correctional Institution	2	Sunday, December 14, 2014	Monday, December 15, 2014	Wednesday, December 17, 2014
Lowell Correctional Institution	2	Sunday, December 14, 2014	Monday, December 15, 2014	Wednesday, December 17, 2014
Week 6 Christmas (12/21/14 thru 12/27/14) - NO TRANSITION				
Week 7 New Years (12/28/14 thru 01/03/15) - NO TRANSITION				
Week 8 (01/04/15 thru 01/10/14)				
Tomoka Correctional Institution	2	Sunday, January 04, 2015	Monday, January 05, 2015	Wednesday, January 07, 2015
Putnam Correctional Institution	2	Sunday, January 04, 2015	Monday, January 05, 2015	Wednesday, January 07, 2015
Lake Correctional Institution	3	Sunday, January 04, 2015	Monday, January 05, 2015	Wednesday, January 07, 2015
Sumter Correctional Institution	3	Sunday, January 04, 2015	Monday, January 05, 2015	Wednesday, January 07, 2015
Zephyrhills Correctional Institution	3	Sunday, January 04, 2015	Monday, January 05, 2015	Wednesday, January 07, 2015
Polk Correctional Institution	3	Sunday, January 04, 2015	Monday, January 05, 2015	Wednesday, January 07, 2015

Institution*	Region	Keefe Canteen Service Ends (Inmate/VP) COB	Keefe begins inventory and equipment removal	Keefe Completes removal of inventory and equipment by COB (canteens, VP, Warehouse)
Week 9 (01/11/15 thru 01/17/15)				
Hardee Correctional Institution	3	Sunday, January 11, 2015	Monday, January 12, 2015	Wednesday, January 14, 2015
Avon Park Correctional Institution	3	Sunday, January 11, 2015	Monday, January 12, 2015	Wednesday, January 14, 2015
Desoto Correctional Institution	3	Sunday, January 11, 2015	Monday, January 12, 2015	Wednesday, January 14, 2015
Central Florida Reception Center	3	Sunday, January 11, 2015	Monday, January 12, 2015	Wednesday, January 14, 2015
Okeechobee Correctional Institution	3	Sunday, January 11, 2015	Monday, January 12, 2015	Wednesday, January 14, 2015
Martin Correctional Institution	3	Sunday, January 11, 2015	Monday, January 12, 2015	Wednesday, January 14, 2015
Week 10 (01/18/15 thru 01/24/15)				
Charlotte Correctional Institution	3	Monday, January 19, 2015	Tuesday, January 20, 2015	Thursday, January 22, 2015
Dade Corrections Institution	3	Monday, January 19, 2015	Tuesday, January 20, 2015	Thursday, January 22, 2015
South Florida Reception Center	3	Monday, January 19, 2015	Tuesday, January 20, 2015	Thursday, January 22, 2015
Homestead Correctional Institution	3	Monday, January 19, 2015	Tuesday, January 20, 2015	Thursday, January 22, 2015
Everglades Correctional Institution	3	Monday, January 19, 2015	Tuesday, January 20, 2015	Thursday, January 22, 2015

* All satellite facilities associated with an institution will transition during the scheduled time along with their main institutions(i.e. work camps, re-entry centers, road prisons, etc...) .

CONTRACT #C2562
AMENDMENT #2

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

This is an Amendment to the Contract between the Florida Department of Corrections ("Department") and Keefe Commissary Network, LLC ("Contractor") to provide statewide canteen operation services.

This Amendment:

- Renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal, and revises Section I., A., Contract Term;
- Revises Section IV., A., Department's Contract Manager, first and fourth paragraphs;
- Revises Section IV., C. Department's Contract Administrator, first paragraph; and
- Adds Section VII., X., Prison Rape Elimination Act (PREA).

Original contract period:	March 29, 2009 through March 31, 2014
Amendment #1:	July 8, 2011 through March 31, 2014

In accordance with Section V., CONTRACT MODIFICATION; the following changes are hereby made:

1. Section I., A., Contract Term, is hereby revised to read:

This Contract began on March 29, 2009 and shall end at midnight on March 31, 2015.

2. Section IV., A., Department's Contract Manager, first and fourth paragraphs, is hereby revised to read:

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Shane Phillips, Operations Manager
Bureau of Contract Management and Monitoring
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: 850-717-3957
Email: phillips.shane@mail.dc.state.fl.us

3. Section IV., C., Department's Contract Administrator, first paragraph, is hereby revised to read:

C. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Operations Manager, Contract Administration
Bureau of Contract Management and Monitoring
501 South Calhoun Street

**CONTRACT #C2562
AMENDMENT #2**

Tallahassee, FL 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

4. Section VII., X., Prison Rape Elimination Act (PREA), is hereby added:

X. 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.

The Local Contract Coordinator for this Contract will be:

Debbie Burch, Government Operations Consultant II
Bureau of Contract Management and Monitoring
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: 850-717-3898
Email: burch.debbie@mail.dc.state.fl.us

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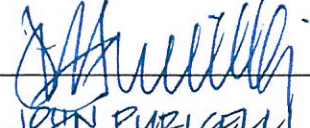
CONTRACT #C2562
AMENDMENT #2

All other terms and conditions of the original Contract and previous amendments 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: JOHN PUZICELLI
TITLE: EXEC VP / EM
DATE: 3/4/14
FEID #: AB-1856999

DEPARTMENT OF CORRECTIONS

SIGNED BY: 
NAME: Michael D. Crews
TITLE: Secretary
Department of Corrections
DATE: 2/6/14

Approved as to form and legality,
subject to execution.

SIGNED BY: 
NAME: Jennifer A. Parker
TITLE: General Counsel
Department of Corrections
DATE: 3/4/14

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

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Keefe Commissary Network, LLC (“Contractor”) to provide statewide canteen operation services.

This Amendment:

- Revises and Renames Section II., E., Final Implementation Plan and Transition Schedule;
- Revises Section II., F., Administrative Requirements, to add #6.;
- Revises Section II., G., Hours of Operation, to add #3.;
- Revises Section II., H., Master Canteen Products List, #1.;
- Revises Section II., L., Additional Canteen Services, #3.;
- Revises Section II., L., Additional Canteen Services, to add #5., #6., and #7.;
- Revises Section II., M., Inmates in Special Housing Units or Other Confinement Status;
- Revises Section II., W., Information Technology/Point of Sale Systems, #1.;
- Revises Section II., W., Information Technology/Point of Sale Systems, to add #7.;
- Revises Section II., Y., Minority/Disabled Veteran Business Utilization and Reporting;
- Revises Section II., AA., General Reporting Requirements, to add #3. and #4.;
- Revised Section II., BB., Performance Measures, #1., c.;
- Revises Section II., BB., Performance Measures, #1., to add d. and e.;
- Revises Section II., DD., Liquidated Damages (General), #1, c.;
- Revises Section II., DD., Liquidated Damages (General), #1., to add d. and e.;
- Revises Section III., A., Payment and Invoices, #1., #3. and #4.;
- Revises Section IV., CONTRACT MANAGEMENT; and
- Revises Attachment A, Master Canteen Product List.

Original contract period:

March 29, 2009 through March 31, 2014

In accordance with Section V., CONTRACT MODIFICATION; the following changes are hereby made:

1. Section II., E., Final Implementation Plan and Transition Schedule is hereby revised and renamed to read:

E. Implementation Plan and Transition Schedule for MP3 Player Program and Securepak Programs

1. MP3 Player Program:

Upon execution of this Amendment, the Contractor shall submit an estimated Implementation Plan and Transition Schedule for the commencement of the MP3 Player Program at all Department facilities to the Contract Manager. The Contract Manager shall approve and adjust the implementation plan and transition schedule as deemed necessary, and will provide a final Implementation Plan and Transition Schedule upon approval to the Contractor. Full implementation, which shall include delivery of equipment and supplies, meeting security requirements at all facilities, and the training of Department staff at all facilities shall be completed no later than December 23, 2011.

The final approved Implementation Plan and Transition Schedule for this project will provide the date and time for the start of installation and a date certain for the system and equipment to be fully operational and delivering services. Union Correctional Institution and Jefferson Correctional Institution shall be the first sites at which this MP3 Player program shall be implemented. Thereafter, the Contractor shall implement service delivery at all other institutions and facilities in accordance with the Implementation Plan and Transition Schedule. MP3 Player services for satellite facilities will be implemented with the main institution that is responsible for the oversight of the satellite facility. Final operational testing at each institution shall be coordinated between the Contractor and the Department.

2. Quarterly Securepak Program Family/Friends – Food and Property

The Contractor shall commence implementation of services for the Quarterly Securepak Food Program on July 1, 2011 or upon execution of this amendment. Services for the Quarterly Securepak Property Program will commence on September 1, 2011. The Contractor shall provide 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.

3. Monthly Outbound Securepak Program-Inmates

The Contractor shall commence implementation of services for the Monthly Outbound Securepak Program on September 1, 2011. Issues regarding the inmate's monthly Securepak order will be addressed in accordance with Section II., Z., Inmate Complaints/Grievances, of this contract.

2. Section II., F., Administrative Requirements, is hereby revised to add #6:

6. Pursuant to section 945.215, Florida Statutes, the Department must deposit the net proceeds from the commission payment into the State's General Revenue Fund. The Department has, however, incurred certain operating costs in conjunction with the installation and operation of kiosks that will be used to operate the MP3 Player program and with the Access Securepak programs. These costs shall be offset against the monthly commission in order to determine the net proceeds for deposit into the State's General Revenue Fund. This amount may be increased or decreased at the Department's discretion based on actual costs incurred.

3. Section II., G., Hours of Operation, is hereby revised to add #3:

3. MP3 Kiosk Operations Hours

The Contractor shall make MP3 Kiosks available during the same hours of operation set by Section II., G., 1, of this contract, or as determined by each facility's warden. In the event of a security issue, the Contractor shall have the ability to render the kiosk inoperable for inmate use. The Contractor's on-site representative will be notified by appropriate Department staff of any required shutdowns of the kiosk or whether the kiosk will be allowed to operate during lockdown periods.

4. Section II., H., Master Canteen Products List, #1., is hereby revised to read:

1. All products approved for resale in the Department's canteens are listed on the Master Canteen Products List (see revised Attachment A, dated June 2011). The Master Canteen Products list is comprised of the following separate product or menu lists:

- a. Male Inmate Canteen Menu
- b. Female Inmate Canteen Menu
- c. Visitor Park Canteen Menu
- d. Death Row Menu
- e. Death Row Arts & Crafts Products
- f. Death Row Electronics
- g. Male Quarterly Order Products
- h. Female Quarterly Order Products
- i. Male Weekly Order Products
- j. Female Weekly Order Products
- k. Close Management I & II, Male
- l. Close Management I & II, Female
- m. Close Management III, Male
- n. Close Management III, Female
- o. Holiday Menu (To be submitted to the Canteen Review Team for recommendation prior to October 1st annually.)
- p. Quarterly Securepak Food Package Program for Family/Friends
- q. Quarterly Securepak Female Property Program for Family/Friends
- r. Quarterly Securepak Male Property Program for Family/Friends
- s. Outbound Securepak Program

5. Section II., L., Additional Canteen Services, #3., first paragraph, is hereby revised to read:

3. Weekly Order Items

In addition to items routinely stocked for resale, the inmate canteens shall also sell approved inmate property items that are stocked in the warehouse. Weekly orders will be processed through a designated inmate canteen, and delivered to the designated area for pick up by the inmate. The items are listed in the revised Master Canteen Products List (see revised Attachment A, dated June 2011).

6. Section II., L., Additional Canteen Services, is revised to add #5.,#6., and #7.

5. Weekly MP3 Player Program

The Contractor shall provide an MP3 Player Program that provides a secure method by which inmates can browse, select, and download digital content to their MP3 player. The program shall consist of an MP3 player, kiosk, and a private satellite delivery system. All costs related to the kiosks, satellite equipment, network bandwidth, and ongoing maintenance shall be the responsibility of the Contractor. The Contractor is acknowledged to be the owner of all equipment associated with the operation of this program. The Department is not responsible for any capital costs associated with the implementation of this program. The Department assumes no liability for damage to and/or removal of the above-referenced equipment.

The Contractor shall provide inmates the ability to connect their MP3 player to a kiosk via a standard USB connection allowing them to download music. The player shall have the ability to be unlocked upon release of the inmate for continued use for a one-time fee paid by the released inmate to the Contractor.

- a. Purchase of MP3 Player, Songs, and Accessories

In order to purchase an MP3 Player and/or accessories, the inmate will submit a weekly order form to the Contractor's on-site manager for the purchase of the MP3 player, songs, and/or accessories. Songs may be purchased in a block of prepaid music in increments of five (5) songs with no weekly limit on the number of songs purchased. The Department will submit a daily file using File Transfer Protocol (FTP) technology of inmate balances to the Contractor. The Contractor is responsible for computing the total dollar amount and returning the weekly sales file using File Transfer Protocol (FTP) technology to the Inmate Trust Fund. The Inmate Trust Fund will deduct the funds from the inmate's account. At that point the order will be filled. The Inmate Trust Fund will send a check to the Contractor the following week for the sales deducted from the inmates' accounts.

The Contractor shall be responsible for submitting a monthly transaction detail report in accordance with Section II., AA., 4., of this Contract.

The Contractor shall be responsible for processing all refunds of unused pre-paid media accounts. The Contractor shall submit a refund process to the Department within thirty (30) days of contract execution for review and approval. The Contractor shall post in a visible location informing inmates how refunds for unused pre-paid media accounts will be handled.

b. Admissible Songs for Music Library

The Contractor shall provide an MP3 Music Library that can be filtered to remove any songs that the Department deems inadmissible. The Contractor's music library shall have the capability of being filtered by album, artist, and/or song at the Department's request. Songs may not be offered that are labeled as "explicit content". However, these songs can be made available in clean version formats.

6. Quarterly Securepak Program for Family/Friends

Orders for food and property packages may be placed by family and friends only. All orders shall be filled and packed at Keefe's secure warehouse and sealed with a pre-printed tamper evident tape and shall adhere to the Department-approved dollar limit. A shipping and handling fee may be charged for each package. The Department will receive a commission fee per package. All pricing and products will be in accordance with Section II., I., 1., Master Canteen Products List Pricing and Price Increases, of this Contract.

7. Monthly Outbound Securepak Program for Inmates

Inmates will be authorized to purchase an outbound Securepak at the Department-approved dollar limit. Outbound packages may only be sent to persons on the inmate's approved visitation list and those family members listed on the OT30 screen in the Offender Based Information System (OBIS). All orders will be filled and packed at Contractor's secure warehouse and shall adhere to the Department-approved dollar limit. A shipping and handling fee may be charged for each package. The Department will receive a commission fee per package. All pricing and products shall be in accordance with Section II., I., 1., Master Canteen Products List Pricing and Price Increases, of this Contract.

7. Section II., M., Inmates in Special Housing Units or Other Confinement Status, is hereby revised to read:

1. Special housing unit orders shall be handled as follows:

- a. Canteen Purchases: In addition to inmates in general population, the Contractor shall sell canteen products to inmates in special housing units including Close Management, Administrative and Disciplinary Confinement, Death Row, Infirmary, Transitional Care Units (TCU's) and Crisis Stabilization Units (CSU's) (Psychiatric Units). The specific procedure to be utilized by the Contractor shall be established by each individual institution pursuant to a confinement delivery schedule approved by the Warden.
- b. MP3 Program Purchases: Inmates in Disciplinary Confinement will not be authorized to make MP3 Program purchases to include MP3 players, songs, and accessories.

Inmates in special housing units including Death Row, Infirmary, Transitional Care Units (TCU's) and Crisis Stabilization Units (CSU's) (Psychiatric Units) may be authorized to purchase equipment and/or songs in conjunction with this program at the Department's discretion. The Contractor Canteen Manager or the Inmate Canteen Operator will deliver orders to the housing units for distribution, as determined by the individual institution. MP3 music purchase downloads will be authorized for inmates in Administrative Confinement and shall be performed by the Contractor on behalf of the inmate.

2. Processing Confinement Orders: The inmate shall be provided with a manner in which to fill-out an order form and receive the items ordered within three (3) days or earlier if required by the institution's confinement delivery schedule. All signed order forms will be sent to the Contractor's staff (Canteen Manager) assigned to the facility who shall debit the inmate's canteen account. The Contractor's Canteen Manager or the Inmate Canteen Operator will deliver orders to the housing units for distribution, as determined by the individual institution. After delivery of the canteen orders to the housing unit in clear, perforated bags provided by Contractor, Security Staff and the canteen staff will distribute the orders cell-by-cell. The inmate receiving the items will sign the receipt for the merchandise delivered. The Contractor's Canteen Manager will update the CM/Confinement order log for tracking purposes. Any undeliverable sales will be voided and merchandise will be returned to stock and credited to the inmates account. Canteen orders will be processed weekly using appropriate order forms. The Contractor shall be responsible for providing a sufficient number of order forms for each applicable institution. The Contract Manager shall provide an original of each required form to the Contractor within ten days of contract execution, which may be duplicated as needed by the Contractor.

8. Section II., W., Information Technology/Point of Sale Systems, #1., is hereby revised to read:

1. Overview of Systems Operations

The existing and future canteen infrastructure at each institution shall consist of a server, software, and point-of-sale devices; all of which are owned by the current Contractor. The Contractor-owned equipment resides on a segment of the Department's computer network that has been specifically configured for the Contractor's use. These local networks have been configured with special security measures to ensure that the Contractor's employees cannot access any of the Department's Information Technology resources through the network other than the canteen system.

There are other Contractor-owned and operated servers which are located in the Data Center located at the Southwood Shared Resource Center (SSRC) in Tallahassee, Florida and will operate under a separate Service Level Agreement (SLA) from this Contract. These servers consist of a main applications/database server, and two auxiliary servers used for data communications and software management. The main server in the SSRC communicates across

the Department's Wide Area Network (WAN) with the local servers and communicates with the Inmate Trust Fund System which is housed on an IBM Mainframe Server. The central canteen server also includes the central database which manages detailed sales transaction records and demographic data on all inmates.

The point-of-sale device in each canteen communicates directly with the local server located in the canteen warehouse at that institution. Each local server houses a database containing the up-to-date spending authorization for each inmate. All sales transactions that occur in the local canteens are recorded in the local server's database and these transactions are recorded against the inmate's spending authorization. The local servers in turn synchronize throughout the day across the Department's WAN with the main server in Tallahassee (SSRC). Even if the local server is unable to synchronize with the main server, the local canteens can continue to operate. This design allows the canteen systems located in the institutions to remain operational even if there is a loss of communications across the WAN between the Institution and the SSRC.

Each day, after all canteens have closed, the main server in the SSRC automatically prepares a data file that lists all sales activity for the day, and places the data file on a secure network share at a pre-designated time. The Inmate Trust Fund System then obtains the data file using File Transfer Protocol (FTP) and reads the sales data that it contains in order to recalculate the canteen spending authorization for every inmate in the system. After recalculating the spending limit for each inmate, the Inmate Trust Fund System then places a file called the "housing file" back on the share to be uploaded to the canteen application database. The housing file contains the name and DC number of each inmate in the system, other identifying information, each inmate's location and each inmate's up-to-date spending authorization limit. This information is programmatically transmitted to the local institutions thereby updating the databases on the local servers. If the Contractor's data file, which contains the sales activity for the day is not uploaded to the Inmate Trust Fund system, the Contractor's Cashless canteen system shall have programming setup to automatically not let the canteens open the following day.

The Department will FTP a daily hot file to the Contractor of all active inmates and requested demographics to include the inmate name, DC#, housing facility, and bed mission, and a balance file containing all active inmates and their available balances. The Contractor shall retrieve the balance file and the hot file and update their inmate database with the demographics and current available balances weekly. The Contractor shall collect orders to be applied to inmate accounts weekly. MP3 player and accessory orders shall be processed prior to MP3 music orders being processed. The Contractor shall FTP the Order file to the Department's assigned server. The Department will process valid orders and create a reject file of those orders that could not be processed. The Department will FTP a file containing a list of processed orders and appropriate tracking information to the Contractor. The Contractor shall process a result file to review successful transactions as well as rejections.

In addition to the file exchange and data synchronization that must occur each day, there are other routine maintenance tasks that must be performed. In order to allow for these routine tasks, a service window has been established from 12:00 AM until 4:00 AM each day.

9. Section II., W., Information Technology/Point of Sale Systems, is hereby revised to add #7:

7. IT/POS for MP3 Player Program

a. Equipment Overview

The Contractor shall ship the required equipment to each facility approximately two weeks ahead of the scheduled installation date as documented in the Implementation Plan and Transition Schedule. The Contractor shall provide all equipment/supplies necessary. The following equipment or approved equivalent shall be provided for each facility:

1. One (1) Indoor or Outdoor Kiosk
2. One (1) 8 Outlet, Single 15 AMP Circuit Slim Power Cord
3. One (1) ABMX Server
4. One (1) USB Keyboard
5. One (1) USB 2 Button Optical Mouse
6. One (1) 17 inch Flat Panel
7. Four (4) USB Cable, 6-Foot, USB to Mini
8. One (1) Zonet Switch
9. One (1) Hughes HN7 Satellite Modem
10. Four (4) Category 5 Data Cables
11. One (1) .98 Hughes Satellite Dish

The Contractor's technician shall be responsible for unpacking and installing all of the above-referenced equipment.

b. Installation Overview

The Contractor shall coordinate with Department staff at each facility to identify a mutually agreed upon location to install each kiosk. The Department will run ¾" (minimum) conduit from where the satellite dish will be mounted on the roof or exterior wall of the central/main building to the position of the kiosk on the inside or outside of the building and provide network drops for each kiosk location. The Contractor will run a Dual (Siamese) RG-6 coaxial cable with ground from where the satellite dish will be mounted on central/main building to the position of the kiosk on the inside or outside of the building. The Contractor shall install a satellite dish on the roof or exterior wall of the central/main facility. The coaxial cable will connect to a satellite modem on the inside of the kiosk. If additional kiosks are needed, they will be connected to the satellite dish via local network currently leased by the Contractor. The Contractor shall not utilize the Department's network and associated bandwidth to operate the MP3 player program. The Department will provide a 20 amp dedicated circuit for each kiosk or, if a dedicated circuit cannot be provided, a circuit capable of handling 12 amps. The Department will ensure that each kiosk is securely bolted to a concrete floor after installation.

c. General Maintenance

The Contractor shall provide the necessary labor, parts, materials and transportation to maintain all proposed kiosks in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the Agreement. No charge shall be made to the Department for maintenance of the kiosks or featured applications.

The Contractor shall have the capability to perform remote diagnostics to determine if a problem is associated with the kiosk unit, network, or featured application.

The Contractor shall complete all software service issues within twenty-four (24) hours of the trouble reported and seventy-two (72) hours if the service issue requires repair/replacement to the hardware/kiosk. The Contractor shall submit a monthly report to the Contract Manager, or her/his designee, listing any service issues. This report shall include the date and time service

issue(s) were originally reported to the Contractor by the facility, cumulative downtime as a result of the trouble, downtime reason, and date and time trouble was cleared.

The Contractor shall assume all liability for any misuse, destruction, damage, or vandalism to the kiosk units.

d. MP3 Player Specifications

The Contractor shall offer for sale on a weekly menu a MP3 player that, once activated, provides player identification information to include the inmate's DC number, the inmate's name, and a security timer. The security timer shall display the number of days remaining until the device shall be connected to the kiosk for security purposes. This timeframe shall be phased in upon execution of Amendment 1 as follows: one-hundred twenty (120) days for the first set of thirty (30) days of Amendment 1; ninety (90) days for the second set of thirty (30) days of Amendment 1; sixty (60) days for the third set of thirty (30) days of Amendment 1, and no longer than thirty (30) days for the balance of Amendment 1. If a player goes 60 days without checking in, the system shall automatically notify the facility. If the player cannot be located, it will be fraud-locked and permanently disabled. This device shall have a fraud-lock feature that allows the Department to contact the Contractor to remotely lock the MP3 player. The Contractor's onsite personnel shall have the capability of unlocking the fraud lock.

The Contractor shall ensure that the MP3 players sold will not allow the following:

1. Communication with any other computer other than the Contractor provided kiosk;
2. Communication with any other MP3 players;
3. Support any form of external storage; and
4. Connection to the internet, satellite, or any other type of outside network.

The Contractor provided MP3 player must meet the following specifications:

1. Players and all parts shall be clear/see through;
2. Sound shall only be emitted through the headphone/ear buds;
3. Players must include a manual on/off switch, clear ear bud stereo headphones with 3.5 mm connector, minimum memory size of 4 GB storage, and two AA-Alkaline batteries;
4. Players shall use AA-Alkaline batteries;
5. Player shall have a color TFT color LCD screen not smaller than 1 ½" wide by 1" high;
6. Player and user manual shall be available in English and Spanish;
7. Player shall have capability to provide FM radio with range of 76.0 MHz – 108.0 MHz, offer a manual/auto search tuning, provide a minimum of 5 channel presets and allow the ear bud headphones to serve as the antenna;
8. The Contractor shall offer files available in MP3 format at a bit rate of 128 or better; and
9. Players may have additional functionality (such as photo downloads, educational media, messaging, etc.), however these features shall not be activated unless and until directed by the Contract Manager.

The Contractor shall provide a ninety (90) day warranty against defects. The Contractor shall provide a backup method for purchased media files in the event of loss/destruction/theft of player to enable the inmate to "restore" his purchase on a replacement player. The music files shall be restored to the replacement player at no cost to the inmate. Repair or replacement to the defective player shall be completed within twenty-one (21) working days after receipt of the defective player by the Contractor.

e. Network Specifications

The Contractor shall provide a private satellite network, in conjunction with the local network currently leased by the Contractor, to connect multiple kiosks within each facility. The Contractor shall not use the Department's network and associated bandwidth to accomplish this task. The Contractor shall ensure that users cannot reach the public internet from this network nor allow this network to be accessed from the public internet.

10. Section II., Y., Minority/Disabled Veteran Business Utilization and Reporting, is hereby revised to read:

Y. Minority/Service Disabled Veteran Business Utilization and Reporting

The Contractor is encouraged to purchase canteen products from certified minority/service disabled veteran businesses in carrying out the provisions of this Contract. Subcontractors will only be considered to be certified minority/service disabled veteran business enterprises if they meet qualifications as defined under Section 288.703 and Section 287.0943(7), Florida Statutes. The Contractor shall report any certified minority/service disabled veteran business utilization using the following process: Reporting of certified minority business enterprise information shall include the minority vendor name and address, the minority code as designated by the Florida Department of Management Services, a brief description of the item(s) purchased and the dollar amount of item(s) purchased. This report shall be forwarded to the Department's Minority Business Coordinator by tenth calendar day of each month following the month of purchase. The Contractor shall provide monthly reporting on, and verification of, all dollars expended with regard to purchases from CMBE/SDVBE's to:

Jane Broyles, Minority Business Coordinator
Department of Corrections
Bureau of Procurement and Supply
501 South Calhoun Street
Tallahassee, Florida 32399-2500

11. Section II., AA., General Reporting Requirements, is hereby revised to add #3 and #4:

3. The Contractor shall provide the Contract Manager or designee with reports of all orders filled for the following programs:
- a. Quarterly Securepak Food Program Family/Friends
 - b. Quarterly Secureupak Property Program Family/Friends
 - c. Monthly Outbound Securepak Program-Inmates
 - d. MP3 Music Song Program

These reports shall be submitted no later than the fifth (5th) working day following the order period. The reports shall be submitted on Microsoft Excel spreadsheets in the Department's designated format.

4. Report of Sales for Commission Audit

The Contractor shall provide on a monthly basis a detailed report which shows the inmate name, DC#, facility, and kiosk identifier (if applicable) for all prepaid media purchased, songs downloaded, prepaid music balances remaining at the end of the month, and all accessory purchases. These reports shall be provided by the Contractor to the Contract Manager or designee within ten (10) days after the close of the previous month. The Contract Manager or designee, upon review of the Report, may require supporting documentation as may be required for auditing purposes.

12. Section II., BB., Performance Measures, #1., c. is hereby revised to read:

c. Inventories

Outcome: One hundred percent (100%) of all products (on the Master Canteen Products List not including Weekly or Quarterly Order products) shall be maintained in inventory at each canteen (inmate canteen and visiting park canteen) and 100% of all Weekly Order Products shall be maintained in inventory at the facility.

Measure: On-site review of actual inventory at any canteen or storage area within an institution or under that institution's purview semi-annually.

Standard: A minimum of ninety-eight percent (98%) of all products (on the Master Canteen Products List not including Weekly and Quarterly Order Products) shall be maintained in inventory at each canteen (inmate canteen and visiting park canteen) and ninety-eight percent (98%) of Weekly Order Products shall be maintained in inventory at the facility. This performance outcome shall be measured semi-annually for each Department institution at which canteens are in operation.

13. Section II., BB., Performance Measures, #1., is hereby revised to add d. and e.:

d. MP3 Player Accessory Commission, Music Commission, and Securepak Commission

Outcome: All Electronic Funds Transfers (EFT) commission payments due to the Department shall be timely received within fifteen (15) calendar days after the final day of the previous month or quarter as applicable.

Measure: The rate of compliance shall be measured by a random sampling of MP3 program purchases.

Standard: One-hundred percent (100%) of commission payments shall be remitted to the Department. This performance outcome shall be measured on a monthly basis.

e. MP3 Program Maintenance

Outcome: All maintenance to the kiosk will be resolved within twenty-four (24) hours of reporting for software issues and within seventy-two (72) hours for hardware issues.

Measure: The rate of compliance shall be measured by the number of hours from the time the trouble is reported to the time the trouble was resolved.

Standard: 95% of all trouble reported shall be resolved timely. This performance outcome shall be measured on a quarterly basis.

14. Section II., DD., Liquidated Damages (General), #1., c., is hereby revised to read:

c. Inventories: For failure to comply with the Performance Outcome and Standard identified in Section II., BB., 1., c., the Department will impose liquidated damages of five thousand (\$5,000.00) for each institution that does not maintain a minimum of 98% of on-hand inventory. This may be assessed on a semi-annual basis per institution (including all DC sites under that institution's purview).

15. Section II., DD., Liquidated Damages (General), #1., is hereby revised to add d. and e.:

d. Commission Payment: For failure to comply with the Performance Outcome and Standard identified in Section II., BB., 1., d., the Department will impose liquidated damages of five

thousand dollars (\$5,000.00) for each type commission payment EFT that has not been received. In addition, liquidated damages of five thousand dollars (\$5,000.00) per day for each work day past the fifteenth (15th) day that the EFT has not been received may be imposed. This shall be assessed on a monthly or quarterly basis, as applicable.

- e. MP3 Program Maintenance: For failure to comply with the Performance Outcome and Standard identified in Section II., BB., 1., e., the Department will impose liquidated damages of two hundred and fifty dollars (\$250.00) for each hour over the allowable resolution time.
16. Section III., A., Payment and Invoices, #1., #3. and #4. is hereby revised to read:

A. Payments and Invoices

1. The Contractor shall pay the Department as follows:

a. Guaranteed Per Diem Payment to the Department

Regardless of the amount of gross sales, the Contractor shall compensate the Department in an amount of \$0.96 per day per inmate based on the Department's Average Daily Population. The Department will begin to receive the \$0.96 payment for the inmate population for all institutions or facilities that provide canteen services beginning on March 29, 2009. Compensation shall be paid for each calendar day of each contractual year.

The Contractor shall submit the Guaranteed Per Diem payment on a monthly basis. The Department shall provide a monthly invoice to the Contractor based on the total inmate man-days for the month. The monthly invoice amount shall equal the total inmate man-days for the month multiplied by the per diem rate. The Contractor shall remit the total monthly per diem payment broken down into two submittals: One

submittal comprised of a per diem per inmate of .0245 cents to be paid to the Department to recoup operating costs and a second submittal consisting of the remaining amount of the monthly per diem (\$0.9355) due to the Department.

b. MP3 Program Sales

The Contractor shall submit payment on a monthly basis at a commission rate of \$0.20 per downloaded song. The monthly payment amount shall equal the total number of songs downloaded for the month multiplied by the guaranteed commission payment to the Department of \$0.20 per downloaded song.

The Contractor shall submit payment on a monthly basis at a commission rate of \$2.00 for each armband, \$1.00 for each earbud, and \$1.00 for each protective cover sold in conjunction with the MP3 program accessories.

The Department will utilize the MP3 Program commission to offset the costs necessary to operate the MP3 Program. The net proceeds will be deposited into General Revenue unallocated as stipulated in section 945.215, Florida Statutes.

c. Quarterly Securepak - Family/Friends

The Contractor shall submit payment on a quarterly basis at a commission rate of \$5.00 per Securepak-Family/Friends package. The quarterly payment amount shall equal the total number of Securepak-Family/Friends packages sold for the quarter multiplied by the guaranteed per package commission payment of \$5.00.

The Department will utilize the Securepak-Family/Friends commission to offset the costs necessary to operate the Securepak program. The net proceeds will be deposited into General Revenue unallocated as stipulated in section 945.215, Florida Statutes.

d. Monthly Securepak – Inmate

The Contractor shall submit payment on a monthly basis at a commission rate of \$5.00 per Securepak-Inmate package. The monthly payment amount shall equal the total number of Securepak-Inmate packages sold for the month multiplied by the guaranteed per package commission payment of \$5.00.

The Department will utilize the Securepak-Inmate commission to offset the costs necessary to operate the Securepak program. The net proceeds will be deposited into General Revenue unallocated as stipulated in section 945.215, Florida Statutes.

3. Contractor Payment Submission

Payments shall be due and tendered to the Department by Electronic Funds Transfer (EFT) to a specified Department account within fifteen (15) days after the final day of the previous month, or quarter, as applicable as outlined above. 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, FL 32317-3600

In order to coordinate Electronic Funds Transfers for payments of revenue generated under this Contract, the Contractor must contact Brenda Rivera (850) 717-3965 in the Department's Bureau of Finance and Accounting, Post Office Box # 12100, Centerville Station. Tallahassee, FL 32317-2100.

4. Accounting Responsibilities and System Access

The Department's Bureau of Finance and Accounting, General Revenue and Inmate Trust Fund systems exchange accounting information with the Contractor. Therefore, the Inmate Trust Fund staff requires and Contractor agrees to provide, access to the Contractor's system. This section describes the accounting responsibilities for remitting of canteen sales, canteen catalog orders, and canteen operator shortages.

The Department's Inmate Trust Fund Accounting system is responsible for the remittance to the Contractor of the following:

- a. Weekly total gross canteen sales collected.

- b. Quarterly total gross canteen catalog order sales collected. Quarterly orders are processed in February, May, August and November.
- c. Monthly total gross canteen sales for Monthly Outbound Securepak Program-Inmates catalog order sales collected.
- d. Funds collected for the purchase of electronics by Death Row inmates.

17. Section IV., CONTRACT MANAGEMENT, is hereby revised to read:

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Charlie Terrell, Chief
Bureau of Support Services
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: 850-717-3965
terrell.charlie@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. Evaluate the Contractor's performance;
4. Verify receipt of deliverables from the Contractor;
5. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
6. 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; and
3. Review, verify, and approve invoices from the Contractor.
4. Will e-mail the Contract Manager that the work is completed, and fax any documentation relating to the service.

The Local Contract Coordinator for this Contract will be:

Lynn Hart, Assistant Chief
Bureau of Support Services
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: 850-717-3931
hart.lynn@mail.dc.state.fl.us

B. Department's OIT Liaison

The OIT Liaison for this Contract will be:

Marty Altman, Chief
Bureau of Technology Services
Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: 863-767-4518
altman.marty@mail.dc.state.fl.us

The OIT Liaison or his designee will perform the information technology tasks identified in the Scope of Service as well as the following functions:

1. Serve as the liaison between the Department and the Contractor for information technology issues.
2. Coordinate OIT personnel to facilitate transition services at each institution.
3. Inspect any and all of the Contractor's information technology equipment.
4. Approve safeguards and access control (including remote access) for Contractor's computers.
5. Approve the location of the Contractor's "central server."
6. Coordinate approval of system functions where such functions may impact the Department's computer network.
7. Coordinate the Department's technical staff in the provision of support for the Local and Wide Area Networks.
8. Approve Contractor's disaster recovery plan.
9. Approve the ISDM and any changes to the Contractor's production environment (hardware/software).

C. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Chief, Bureau of Procurement & Supply
Department of Corrections
Mailing address:
501 South Calhoun Street
Tallahassee, FL 32399-2500
Physical address:
4070 Esplanade Way
Tallahassee, FL 32311
Telephone: (850) 717-3700
Fax: (850) 488-7189
Email: staney.bob@mail.dc.state.fl.us

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.

D. Contractor's Representative

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

Bill Bosco, Group Vice President
Keefe Commissary Network, L.L.C.
1371-1 Tradeport Drive
Jacksonville, FL 32218
Telephone: (904) 741-6776
Fax: (904) 741-6963
bbosco@keefegroup.com

E. 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.

18. Attachment A, Master Canteen Products List, is hereby revised.

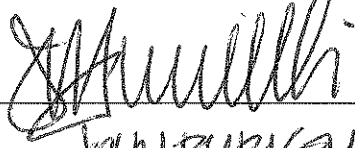
All other terms and conditions of the original Contract remain in full force and effect.

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

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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: JOHN PURICELLI
TITLE: EXE VP/EM
DATE: 7/19/11
FEID #: 43-186999

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED BY: 
NAME: **Edwin G. Buss**
TITLE: **Secretary
Department of Corrections**
DATE: 7-8-11

SIGNED BY: 
NAME: **Jennifer A. Parker**
TITLE: **General Counsel
Department of Corrections**
DATE: 6/29/11

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Inmate Canteen Menu	
Tobacco and Accessories	
Ages 18 and Up Only	
305, Cigarette, Full Flavor, Menthol, pack	\$4.16
305, Cigarette, Full Flavor, Regular, pack	\$4.16
MARLBORO , King-size, pack	\$6.04
NEWPORT , King-size, pack	\$5.86
TOP , Menthol, box/pouch, .65 oz.	\$5.12
TOP , Regular, box/pouch, .65 oz.	\$5.12
REDWOOD , 1.2 oz. can	\$5.11
SKOAL , Wintergreen, 1.2 oz. can	\$6.42
Lighters, CALICO , ea.	\$0.63
Cigarette Papers, TOP , 100 pack	\$0.93
Toiletries	
Baby Powder, GOOD SENSE , 4 oz.	\$1.55
Hair Dressing, DUKE , 3.4 oz.	\$2.44
Intensive Care Lotion, VASELINE , 10 oz.	\$3.74
Moisturizing Lotion, NEXT1 , 15 oz.	\$3.24
Cocoa Butter Lotion, NEXT1 , 15 oz.	\$3.27
Roll-On, Anti-Perspirant & Deodorant, DRY IDEA , 3.25 oz.	\$4.99
Roll-On, Deodorant, NATURALLY FRESH , Fragrance Free, 3 oz.	\$2.99
Shampoo, ALBERTO VO5 , 15 oz.	\$1.19
Conditioner, ALBERTO VO5 , 15 oz.	\$1.19
Shampoo, Dandruff, HEAD & SHOULDERS , 14.2 oz.	\$5.55
Shampoo, Dandruff, NEXT1 , 15 oz.	\$4.23
Skin Cream, HERITAGE , 4.5 oz.	\$4.27
Skin Cream, NOXEMA , 2.0 oz. plastic jar	\$2.39
Soap, DIAL , Anti Bacterial Deodorant Soap, Gold, 4 oz. (Indv. Wrapped)	\$1.12
Soap, IVORY , 3.1 oz.	\$0.48
Soap, NEXT1 , Moisturizing Bar 5 oz.	\$0.74
Sunblock, GOOD SENSE , SPF 30, 4 oz.	\$3.88
Toothpaste, COLGATE , Gel, 4.2 oz.	\$3.41
Toothpaste, COLGATE , W/ Mouthwash, Icy Blast, 4.6 oz.	\$3.49
Sundry	
Comb, Pocket, 5", NEW WORLD , Black Plastic	\$0.29

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Cotton Swabs, Q-TIP , 170 ct.	\$2.62
Cross-Strap Flip Flop (Sm)	\$1.13
Cross-Strap Flip Flop (Med)	\$1.13
Cross-Strap Flip Flop(XLg)	\$1.13
Cross-Strap Flip Flop (XXLg)	\$1.13
Emery Boards, TRIM , #62500, 10 ct.	\$1.18
Floss Loops, 30ct., LLP	\$2.06
Nail Clippers, (no file), TRIM	\$1.49
Soap Dish, Two Piece, Clear	\$1.18
Toothbrush Holder, Two Piece, Clear	\$1.18
Toothbrush, Soft, COLGATE , (Cello Wrapped)	\$0.53
Health Aids	
Alamag Plus, Antacid, MEDIQUE , 2 tablets	\$0.25
Antacid, TUMS , Original Peppermint, 12 tablet, roll	\$1.18
Campho-Phenique Gel, Cold Sore Treatment, BAYER , .23 oz.	\$6.99
Chlorphen, Cold/Allergies, MEDIQUE , 1 Tablet, 4 mg.	\$0.21
Cough Drops, HALLS , Mentho-Lyptus, 9 count	\$1.18
Ibuprofen Tablet, MOORE MEDICAL , 2 tablets, 200 mg.	\$0.25
Lip Balm, CHAPSTICK , .15 oz.	\$1.96
Loratadine Allergy Relief, MOORE MEDICAL , 1 tablet, 10 mg.	\$1.00
Nasal Spray, GOOD SENSE , 1.5 oz.	\$2.99
Pain Reliever, Non-Aspirin, MOORE MEDICAL , 2 tablets, 325 mg.	\$0.15
Sore Throat, THORETS , 2 Lozenges Tablets, max strength	\$0.35
Vitamins, ONE A DAY , Advanced Formula, Maxium, 60 ct.	\$7.99
Personal Property	
Combination Lock, MASTER , Series V-68	\$6.99
Miscellaneous	
Batteries, AA, Alkaline, ENERGIZER , 2 pk.	\$2.11
Batteries, AA, Alkaline, ION , 2pk.	\$1.81
Batteries, AAA, Alkaline, ENERGIZER , 2 pk.	\$2.11
Batteries, AAA, Alkaline, ION , 2pk.	\$1.81
Blue Mesh Bag for carrying canteen items (18x12x6)	\$3.30
Bowl, 24 oz.	\$0.75
Cards, Playing, COLD CASE	\$2.40
Cards, Playing, Pinochle, AVIATOR	\$2.99

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Cup, Coffee Mug, 1 piece Molded Plastic w/Handle 12 oz.	\$0.99
Envelope #10 White, each	\$0.08
Envelope 10x13 White, each	\$0.24
Handkerchiefs, HAV-A HANK , (white only)1 ea.	\$1.19
Insect Repellant, CUTTER , Stick, 1 oz.	\$4.80
Mirror, Plastic, Non-Breakable, No Magnet, 6"X4.5"	\$1.65
Notebook Paper 8-1/2" X 11" White 150 ct. College Rule	\$2.40
Pen, Black, Stick Md. Pt., BIC	\$0.18
Pencil (#2)	\$0.12
Photo Album, No Metal, 10 Sheet, Generic #21638	\$1.10
Photo Ticket, ea. (tax included)	\$2.00
Plastic Cup, No Lid, 22 oz.	\$0.33
Pocket Folder	\$0.69
Poncho, Clear Vinyl, 50" x 80"	\$3.43
Racquet Balls, 2 pack	\$2.77
Replacement Earpads, Black, KTX-6 , ea	\$0.33
Shoe Laces, KIWI , 54"	\$2.15
Shoe Polish, Black, Liquid, KIWI , 2.5 oz.	\$5.99
Sunglasses, Non Reflective, Black Plastic Frame	\$1.21
Washcloth, White, 1 lb/dz, style 90	\$1.45
WEBSTER'S Pocket Dictionary	\$4.50
Drinks	
Bottled Water, ZEPHYRHILLS , .5 L	\$0.99
Cocoa, Indv., NESTLES , .71oz.	\$0.22
Coffee, Indv., Decafe, SANKA , 1.9g	\$0.26
Coffee, Indv., Select Roast, MAXWELL HOUSE , 1.7g	\$0.20
Coffee, Instant, NESCAFE , resealable, 4 oz. pouch	\$4.65
Cola, COKE , 12 oz. can	\$0.97
Cola, DIET COKE , 12 oz. can	\$0.97
Cola, SPRITE , 12 oz. can	\$0.97
Milk, 2%, HERSHEY'S , 8 oz.	\$0.99
Milk, Chocolate, HERSHEY'S , 8 oz.	\$0.99
Tea, Individual Bags, NESTEA	\$0.04
Tea, NESTEA , 12 oz. can	\$0.97
Candy	

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

CERT'S , Peppermint, .72 oz.	\$0.99
HERSHEY'S , Milk Chocolate, 1.55 oz	\$1.06
JOLLY RANCHER'S , Fire, 3.7 oz.	\$1.07
JOLLY RANCHER'S , Original Assortment, 3.7 oz.	\$1.07
M&M , Peanut, 1.74 oz.	\$1.06
Milk Chocolate Double Dipped Peanuts, ZACHARY , 5 oz.	\$1.59
SNICKERS , 2.07 oz.	\$1.06
Soft Peppermint Balls, STEWART CANDY CO. , 2.5 oz.	\$0.88
Sour Fruit Balls, EZ DIGBY , 4.25 oz.	\$0.99
Sugar Free, Chocolate Candy, HERSHEY'S , 3 oz.	\$2.18
Cookies/Snacks	
Beef and Jalapeno Cheese Sticks, JACK LINK'S , 1.2 oz.	\$1.49
Cereal, Frosted Flakes, MOM , Single Serve, 1 oz.	\$0.64
Cereal, Tootie Fruities, MOM , Single Serve, .75 oz.	\$0.64
Caramel Corn, MOON LODGE , 3.53 oz.	\$0.75
Cheese Puffs, CACTUS ANNIE , 2 oz.	\$0.75
Chex Mix, Traditional, GENERAL MILLS , 3.75 oz.	\$1.74
Chips, BBQ, MOON LODGE , 1.5 oz.	\$0.75
Chips, Regular, MOON LODGE , 1.5 oz.	\$0.75
Chips, Sour Cream and Onion, MOON LODGE , 1.5 oz.	\$0.75
Chips, Whole Shabang, MOON LODGE , 1.5 oz.	\$0.75
Nacho Chips, CACTUS ANNIE , 1.5 oz.	\$0.75
Pork Skins, BBQ, MAC'S , 1.75 oz.	\$1.08
FRITOS , Corn Chips, Original, 4 oz.	\$1.29
FRITOS , Flamin' Hot Cheetos, 3.25 oz.	\$1.29
DORITOS , Nacho Cheese, 2.875 oz.	\$1.29
CLOVERHILL , Bear Claw, 4.25 oz.	\$1.15
CLOVERHILL , Big Texas Cinnamon Roll, 4 oz.	\$1.15
CLOVERHILL , Chocolate Iced Donut, 2pk, 4 oz.	\$0.99
CLOVERHILL , Chocolate Iced Honey Bun, 4.75 oz.	\$1.15
CLOVERHILL , Grand Iced Honey Bun, 6 oz.	\$1.08
ZIPPY CAKES , Cereal Bar, Strawberry 1.3 oz.	\$0.50
ZIPPY CAKES , D-Dunx, Dunkin Sticks, 1.7 oz.	\$0.46
ZIPPY CAKES , Swiss Rolls, 2 oz.	\$0.50
ZIPPY CAKES , Yum Yums, Oatmeal Pie, 1.3 oz.	\$0.29

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Cookies, Marias, GALLETAS , 6 oz.	\$0.90
Cookies, UNCLE AL'S , Banana Cremes, 5 oz.	\$0.79
Cookies, UNCLE AL'S , Chocolate Chip, 5 oz.	\$0.79
Cookies, UNCLE AL'S , Peanutbutter Cremes, 5 oz.	\$0.79
Cookies, UNCLE AL'S , Strawberry Cremes, 5 oz.	\$0.79
Crackers, Peanutbutter, LANCE , Toast Cheese, 1.50 oz.	\$0.64
Crackers, W/Cheese, LANCE , 1.38 oz.	\$0.64
Crackers, Cuban, GILDA , 3 oz.	\$0.66
Crackers, RITZ , 4 oz.	\$2.27
Crackers, Saltine, VISTA , 4 oz.	\$0.74
Dill Pickle, VAN HOLTEN'S , 5-6 oz.	\$1.18
Lil' Chub Smoked Sausage, High Heat, RYAN'S RANCH , 1.625 oz.	\$1.26
Oatmeal, Instant, QUAKER , Apple Cinnamon, 1.51 oz.	\$0.46
Oatmeal, Instant, QUAKER , Maple Brown Sugar, 1.51 oz.	\$0.46
Oatmeal, Instant, QUAKER , Regular, .98 oz.	\$0.42
Peanuts, Hot, Hot, Hot, MOON LODGE , 1.75 oz.	\$0.59
Peanuts, Salted, MOON LODGE , 1.75 oz.	\$0.59
Pop Tarts, KELLOGG'S , 3.67 oz. (Frosted Fruit Flavored Only) (2pk.)	\$0.99
Squeezer, SQUEEZ-UMS , Peanut Butter, 1.12 oz.	\$0.31
Sunflower Kernels, EZ DIGBY'S , 3.25 oz.	\$0.95
Trail Mix, PLANTERS , Fruit & Nut, 2 oz.	\$1.15
VELVEETA , Cheddar Cheese, 2 oz.	\$0.57
VELVEETA , Jalapeno Cheese, 2 oz.	\$0.57
Frozen	
Beef & Bean Burrito, BAJA CAFE , 5 oz.	\$1.70
Beef Charbroil w/BBQ, "BIG AZ", PIERRE FOODS , 8.1 oz.	\$3.02
Beef Charbroil w/Cheese, FAST CHOICE , 4.85 oz.	\$1.81
BubbaTwins Chili Cheese Dogs, PIERRE FOODS , 8.5 oz.	\$3.02
Country Fried Breast Patty w/Cheese, PIERRE FOODS , 9.20 oz.	\$3.30
French Bread Pepperoni Pizza, BETTER BAKED FOODS , 5.0 oz.	\$2.75
Ham & Cheese Sandwich, PIERRE FOODS , 4.6 oz.	\$1.81
Honey Mustard Chicken Breast, PIERRE FOODS , 5.9 oz.	\$3.99
Jalapeno Asada Chicken Sandwich, WOW FOODS , 6.78 oz.	\$2.75
No Bonz Bites, Asian Chili, WOW FOODS , 5 oz.	\$3.40

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

No Bonz Bites, Buffalo, WOW FOODS , 5 oz.	\$3.40
Philly Style Cheesesteak, PIERRE FOODS , 6.2 oz.	\$3.99
Sausage, Biscuit, Twins, FAST BITES , 3 oz.	\$1.50
Turkey And Cheese Hoagie, PIERRE FOODS , 5.66 oz.	\$2.25
Ice Cream Bar, SNICKERS , 3.3 oz.	\$1.63
Ice Cream Sandwich, DECONNA , 4.1 oz.	\$1.00
Nutty Buddy Cone, DECONNA , 4 oz.	\$1.10
Original Vanilla, KLONDIKE Bar, 5.5 oz.	\$1.69
Entrees	
Beef Stew, ARMOUR 8 oz.	\$1.54
Beef Stew, BRUSHY CREEK , 11.25 oz.	\$1.99
Chili W/Beans, ARMOUR , Western Hot Style, 8 oz.	\$1.54
Chili W/Beans, BRUSHY CREEK , 11.25 oz.	\$1.99
Flour Tortillas, OLD EL PASO , 8", 8 count, 11 oz.	\$2.19
Soup - Beef, MARUCHAN , pouch, 3 oz.	\$0.53
Soup - Cajun Shrimp, MARUCHAN , pouch, 3 oz.	\$0.53
Soup - Chicken, MARUCHAN , pouch, 3 oz.	\$0.53
Soup - Hot and Spicy Vegetable, MARUCHAN , pouch, 3 oz.	\$0.53
Soup - Hot Chili, MARUCHAN , pouch, 3 oz.	\$0.53
Soup - Texas Beef, MARUCHAN , pouch, 3 oz.	\$0.53
Fish Steaks w/Green Chilies in Oil, FRESH CATCH , pouch, 3.53 oz.	\$1.35
Fish Steaks w/LA Hot Sauce, FRESH CATCH , pouch, 3.53 oz.	\$1.35
Mackerel, FRESH CATCH , pouch, 3.53 oz.	\$1.43
Tilapia Filets w/Lemon Pepper, FRESH CATCH , pouch 3.53 oz.	\$1.45
Tuna, In Water, FRESH CATCH , pouch, 4.23 oz.	\$1.81
VELVEETA , Cheesy Refried Beans, 4 oz.	\$1.17
VELVEETA , Macaroni and Cheese, 3 oz.	\$1.26
VELVEETA , Macaroni and Spicy Cheese, 3 oz.	\$1.26
VELVEETA , Spicy Beans and Rice, 4 oz.	\$1.17
VELVEETA , Spicy Refried Beans, 4 oz.	\$1.17
Condiments	
A-1 Steak Sauce , Indv., .5 oz.	\$0.37
Creamer, CARNATION , Coffee Mate, Non Dairy, 3.00 gm. Pk.	\$0.04
Ketchup, Indv., HUNTS , 9 gm. Pk.	\$0.02
Mayonnaise, Indv., KRAFT , 9 gm. Pk.	\$0.04

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Mustard, Indv., FRENCH'S , 5.5 gm. Pk.	\$0.02
Plastic Spoon, ea.	\$0.02
Soy Sauce, KIKKOMAN , Single Pack, .25 oz.	\$0.06
Sugar Indv., DIXIE CRYSTAL , 3.5 gm. Pk.	\$0.02
Sugar Sub, EQUAL , 1.00 gm. Pk.	\$0.02
Sweet Pickle Relish, Indv., PORTION PAC , 9 gm. Pk.	\$0.04
Postage	
.01 Postage Stamp	\$0.01
.02 Postage Stamp	\$0.02
.03 Postage Stamp	\$0.03
.17 Postage Stamp	\$0.17
.44 Postage Stamp	\$0.44
Male Only	
HAV-A-TAMPA , Jewels, ea.	\$0.86
REDMAN , Chewing Tobacco, Large Size pouch, 3 oz.	\$7.29
COPENHAGEN , 1.2 oz. can	\$6.36
BARBASOL , Brushless Shave Cream, Sensitive Skin, 5oz. Tube	\$4.49
MAGIC , Shave Cream, Tube, Regular, 6oz.	\$3.99
Hair Brush (no handle)	\$2.20
Female Only	
ALWAYS , Maxi Pads, Ultra Thin, Regular, w/flexi wings, 18 ct.	\$4.35
ALWAYS , Maxi Pads, Long Super, w/flexi wings, 16 ct.	\$4.35
BLACK & WHITE , Bleaching Cream, .75 oz.	\$3.44
CARDINAL COMB , Hair Brush, Short Handle, Vented, Stiff, ea.	\$1.05
COVER GIRL , Blush, #117 Plum Plush, ea.	\$5.99
COVER GIRL , Blush, #135 Snow Plum, ea.	\$5.99
COVER GIRL , Blush, #180 Brick Rose, ea.	\$5.99
COVER GIRL , Eye Shadow, #215 Country Woods, ea.	\$6.99
COVER GIRL , Eyebrow Pencil, #500 Midnight Black, ea.	\$1.49
COVER GIRL , Eyebrow Pencil, #505 Midnight Brown, ea.	\$1.49
COVER GIRL , Foundation, Smoothers, #720 Creamy Natural, ea.	\$8.99
COVER GIRL , Foundation, Smoothers, #755 Soft Honey, ea.	\$8.99
COVER GIRL , Foundation, Smoothers, #770, Toasted Almond, ea.	\$8.99
COVER GIRL , Lipstick, #030 It's Your Mauve, ea.	\$6.99
COVER GIRL , Lipstick, #420 Iced Mauve, ea.	\$6.99

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

COVER GIRL , Pro All In One, Mascara, #010 Black, ea.	\$7.49
COVER GIRL , Pro All In One, Mascara, #015 Brown, ea.	\$7.49
DARK & LOVELY , Conditioner, 13.5 oz.	\$3.89
DARK & LOVELY , Shampoo, 13.5 oz.	\$3.66
GOODY , Combs, Kant Slip, (side) 2 pk.	\$1.05
GOODY , Hair Claw, Medium	\$1.27
GOODY , Hair Rollers, (Lg), 10 pk.	\$2.00
GOODY , Hair Rollers, (Med), 12 pk.	\$2.00
GOODY , Hair Rollers, (Sm), 14 pk.	\$2.00
GOODY , Pony Tail Holders, Ouchless, Elastic, (No Metal), 5 ea.	\$0.55
GOODY , Hair Net, White or Black, ea.	\$0.58
Make Up Bag, Clear	\$7.23
LUSTER'S , Pink Oil, 8 oz.	\$4.99
MASSENGIL , Douche, Vinegar & Water, 6 oz. Extra Cleansing Twin pk.	\$2.69
CRYSTAL , Essence Roll-On Deodorant, Pomegranate, 2.25 oz.	\$4.49
OIL OF OLAY , Lotion w/Shea Butter, 8.4 oz.	\$6.58
PLAYTEX , Tampons, Unscented, (Regular), 18 ct.	\$5.63
PLAYTEX , Tampons, Unscented, (Super), 18 ct.	\$5.63
TRIM , Tweezers, Blunt, Carded	\$1.99
ULTRA SURF , Laundry Detergent, 2 oz.	\$0.82
Toilet Paper, 1 roll	\$0.95
Cramp Tabs, MEDI-FIRST , 2 tablets, 325 mg.	\$0.25
Visiting Park Menu	
Cookies and Snacks	
Caramel Corn, MOON LODGE , 3.53 oz.	\$0.75
Chips, BBQ, MOON LODGE , 1.5 oz.	\$0.75
Chips, Regular, MOON LODGE , 1.5 oz.	\$0.75
Chips, Sour Cream and Onion, MOON LODGE , 1.5 oz.	\$0.75
Chips, Whole Shabang, MOON LODGE , 1.5 oz.	\$0.75
Dill Pickle, VAN HOLTEN'S , 5-6 oz.	\$1.18
FRITOS , Corn Chips, Original, 4 oz.	\$1.29
DORITOS , Nacho Cheese 2.875 oz.	\$1.29
CLOVERHILL , Grand Iced Honey Bun, 6 oz.	\$1.08
ZIPPY CAKES , Cereal Bar, Strawberry 1.3 oz.	\$0.50

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ZIPPY CAKES , D-Dunx, Dunkin Sticks, 1.7 oz.	\$0.46
ZIPPY CAKES , Swiss Rolls, 2 oz.	\$0.50
ZIPPY CAKES , Yum Yums, Oatmeal Pie, 1.3 oz.	\$0.29
Cookies, Chocolate Chip, FAMOUS AMOS , 3 oz.	\$1.18
Cookies, Oatmeal Raisin, GRAND MA'S , 2.5 oz.	\$0.70
Crackers, Peanutbutter, LANCE , Toast Cheese, 1.50 oz.	\$0.64
Crackers, W/Cheese, LANCE , 1.38 oz.	\$0.64
Microwave Popcorn, ACT II , Buttered, 3 oz.	\$0.94
Pudding, Chocolate, KRAFT , 3.5 oz.	\$0.55
Pudding, Vanilla, KRAFT , 3.5 oz.	\$0.55
Sunflower Kernels, EZ DIGBY'S , 3.25 oz.	\$0.95
Trail Mix, PLANTERS , Fruit & Nut, 2 oz.	\$1.15
Entrees	
Bagel, Cinnamon Raisin, w/ Cream Cheese, TOUFAYAN , 4.6 oz.	\$1.25
Beef & Bean Burrito, BAJA CAFE , 5 oz.	\$1.70
Beef Charbroil w/BBQ, "BIG AZ", PIERRE FOODS , 8.1 oz.	\$3.02
Beef Charbroil w/Cheese, FAST CHOICE , 4.85 oz.	\$1.81
Bubba Twins Chili Cheese Dogs, PIERRE FOODS , 8.5 oz.	\$3.02
Country Fried Breast Patty w/Cheese, PIERRE FOODS , 9.20 oz.	\$3.30
French Bread Pepperoni Pizza, BETTER BAKED FOODS , 5.0 oz.	\$2.75
Italian Sub (Butcher Block), PIERRE FOODS , 8.1 oz.	\$3.99
Jalapeno Cheeseburger, PIERRE FOODS , 6.65 oz.	\$3.99
Jalapeno Asada Chicken Sandwich, WOW FOODS , 6.78 OZ.	\$2.75
No Bonz Bites, Asian Chili, WOW FOODS , 5 oz.	\$3.40
No Bonz Bites, Buffalo, WOW FOODS , 5 oz.	\$3.40
Roast Beef Sub (Butcher Block), PIERRE FOODS , 9.15 oz.	\$4.50
Sausage & Egg Pancake Sandwich, PIERRE FOODS , 4.80 oz.	\$2.47
Sausage, Biscuit, Twins, FAST BITES , 3 oz.	\$1.50
Turkey And Cheese Hoagie, PIERRE FOODS , 5.66 oz.	\$2.25
Chili W/Beans, BRUSHY CREEK , 11.25 oz., bowl/spork provided	\$1.99
LUNCH MEALS , Baked Salmon, 16 oz., bowl/spork provided	\$6.00
LUNCH MEALS , Barbecue Chicken Breast, 16 oz., bowl/spork provided	\$6.00
LUNCH MEALS , Meatballs w/Spaghetti, 16 oz., bowl/spork provided	\$6.00
Lunch-N-Go, STARKIST , Chunk Light Tuna, 4.1 oz.	\$2.64

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Soup - Beef, MARUCHAN , Instant Lunch, 2.25 oz.	\$1.08
Soup - Chicken, MARUCHAN , Instant Lunch, 2.25 oz.	\$1.08
VELVEETA , Cheesy Refried Beans, 4 oz., bowl/spork provided	\$1.17
VELVEETA , Macaroni and Cheese, 3 oz., bowl/spork provided	\$1.26
VELVEETA , Macaroni and Spicy Cheese, 3 oz., bowl/spork provided	\$1.26
VELVEETA , Spicy Beans and Rice, 4 oz., bowl/spork provided	\$1.17
VELVEETA , Spicy Refried Beans, 4 oz., bowl/spork provided	\$1.17
Miscellaneous	
Crime Stoppers Playing Cards (Poker)	\$2.40
Photo Tickets (tax included)	\$2.00
Candy	
JOLLY RANCHER'S , Fire, 3.7 oz.	\$1.07
Special Dark Chocolate, HERSHEY'S 1.45 oz.	\$1.06
M&M , Peanut, 1.74 oz.	\$1.06
SKITTLES , 2.17 oz.	\$1.06
SNICKERS , 2.07 oz.	\$1.06
TWIX , 1.79 oz.	\$1.06
Beverages	
Bottled Water, ZEPHYRHILLS , .5 L	\$0.99
Cocoa, Indv., NESTLES , .71oz.	\$0.22
Coffee, Indv., Decafe, SANKA , 1.9g	\$0.26
Coffee, Indv., MAXWELL HOUSE , 1.7g	\$0.20
Cola, BARQ'S , Root Beer 12 oz. can	\$0.97
Cola, COKE , 12 oz. can	\$0.97
Cola, DIET COKE , 12 oz. can	\$0.97
Cola, FANTA ORANGE , 12 oz. can	\$0.97
Cola, MELLO YELLOW , 12 oz. can	\$0.97
Cola, SPRITE , 12 oz. can	\$0.97
Juice, Apple, TROPICANNA , 15.2 oz.	\$1.99
Juice, Orange, TROPICANNA , 15.2 oz.	\$1.99
Juice, Orange-Pineapple, TROPICANNA , 15.2 oz.	\$1.99
Juice, Strawberry Kiwi, TROPICANNA , 15.2 oz.	\$1.99
Juice, Vegetable, CAMPBELL'S , V-8, 12 oz.	\$1.96
Milk, 2%, HERSHEY'S , 8 oz.	\$0.99
Milk, Chocolate, HERSHEY'S , 8 oz.	\$0.99

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Tea, Individual Bags, NESTEA	\$0.04
Tea, NESTEA , 12 oz. can	\$0.97
Fresh Fruits and Vegetables	
Garden Salad, FRESH EXPRESS , 6 oz. bag, (iceburg lettuce, carrots, red cabbage) bowl/spork provided	\$1.55
Apple Sauce, Original, MOTT'S , 4 oz.	\$0.50
Mandarin Orange Cup, DOLE , 4 oz.	\$0.81
Mixed Fruit Cup, DEL-MONTE , 4 oz.	\$0.72
Raisins, DEL-MONTE , 1.5 oz.	\$0.41
Frozen Treats	
Ice Cream Bar, SNICKERS , 3.3 oz.	\$1.63
Ice Cream Sandwich, DECONNA , 4.1 oz.	\$1.00
Nutty Buddy Cone, DECONNA , 4 oz.	\$1.10
Original Vanilla, KLONDIKE Bar, 5.5 oz.	\$1.69
Condiments	
A-1 Steak Sauce , Indv., .5 oz.	\$0.37
Assorted Jelly, FLAVOR FRESH , 10 gm. Pk.	\$0.06
Creamer, CARNATION , Coffee Mate, Non Dairy, 3.00 gm. Pk.	\$0.04
Ketchup, Indv., HUNTS , 9 gm. Pk.	\$0.02
Mayonnaise, Indv., KRAFT , 9 gm. Pk.	\$0.04
Mustard, Indv., FRENCH'S , 5.5 gm. Pk.	\$0.02
Salad Dressing, HEINZ , Low Fat, Italian, 1.5 oz.	\$0.31
Salad Dressing, HEINZ , Ranch 1.5 oz	\$0.31
Soy Sauce, KIKKOMAN , Single Pack, .25 oz.	\$0.06
Squeezer, SQUEEZ-UMS , Peanut Butter, 1.12 oz.	\$0.31
Sugar Indv., DIXIE CRYSTAL , 3.5 gm. Pk.	\$0.02
Sugar Sub, EQUAL , 1.00 gm. Pk.	\$0.02
Sweet Pickle Relish, Indv., PORTION PAC , 9 gm. Pk.	\$0.04
VELVEETA , Cheddar Cheese, 2 oz.	\$0.57
Weekly Male Inmate Canteen Menu	
Health Aids/Toiletries	
Acid Reducer, GOOD SENSE , Ranitidine, 30 tablets, 75 mg.	\$7.50
Acid Reducer, PRILOSEC OTC , 14 tablets, 20.6 mg.	\$11.79

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Anti-Dandruff Shampoo, GOOD SENSE , 1 % Selenium Sulfide, 11 oz.	\$8.99
Anti-Fungal Cream, TINACTIN , 1/2 oz.	\$7.72
Anti-Fungal Powder, HERITAGE , 3 oz.	\$5.00
Beauty Stone, DR. SCHOLL'S	\$2.99
Denture Adhesive, EFFERGRIP , 2.5 oz.	\$4.98
Denture Bath, SEA-BOND , ea.	\$1.93
Denture Toothpaste, FRESH-N-BRITE , 3.8 oz.	\$3.29
Eye Drops, ARTIFICIAL TEARS , 1/2 oz.	\$5.49
Hemorrhoidal Ointment, GOOD SENSE , 2 oz.	\$7.00
Hydrocortisone Cream, Maximum Strength, 1 oz.	\$5.79
Lactase Enzyme, Dairy Digestive, GOOD SENSE , 60 tablets	\$11.50
Muscle Rub, Ultra Strength, 3 oz.	\$4.89
Toothpaste, Sensitive, FRESHMINT , 4.3 oz.	\$6.24
Triple Antibiotic Ointment, 1 oz.	\$5.50
Foot Support	
Arch Support, JT FOOTE , Men's Sizes 10-11, 1 pair	\$8.79
Arch Support, JT FOOTE , Men's Sizes 12-13, 1 pair	\$8.79
Arch Support, JT FOOTE , Men's Sizes 6-7, 1 pair	\$8.79
Arch Support, JT FOOTE , Men's Sizes 8-9, 1 pair	\$8.79
Insoles, Comfort Plus, CABIN , One-Size-Fits All, 2 pair	\$2.99
Insoles, w/built-in Foot Freshner, One-Size-Fits All, JT FOOTE , pair	\$3.19
Men's Arch Support, Double Gel, PEDX , Sizes: 8-13, 1 pair	\$8.49
Men's Heel Cushions, Gel, PEDX , 1 pair	\$6.49
Personal Property	
ADVANCE , Water Resistant Sports Watch #40823X, w/Battery	\$5.66
AM/FM Radio w/Earbud, GPX , R2825, Clear	\$16.68
Digital Radio, AM/FM w/Earbud, SONY , SRF-M35FP, Clear	\$35.85
Ear Buds, SONY , Clear	\$10.49
Headphones, Replacement, KOSS , PTX-6	\$10.98
MP3 Program	
MP3 Player, 8G	\$119.95
MP3 Player, 4G	\$99.95
Arm Band	\$15.00
Protective Cover	\$6.00

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Ear Buds	\$16.00
Song Credits, 1=5 songs	\$8.50
Miscellaneous	
Calendar, Wall, 1 Year, Glue Binding	\$3.08
Checkers Set, PRESSMAN	\$2.73
Chess Set, PRESSMAN	\$2.49
Clip-On Sunglasses	\$4.52
Dominoes, Double Nine, PRESSMAN	\$3.56
Dominoes, Double Six, PRESSMAN	\$2.99
Reading Glasses (+1.00, +1.25, +1.50, +1.75, +2.00, +2.25, +2.50, +2.75, +3.00, +3.25)	\$4.50
Scrabble Game, PARKER BROTHERS	\$19.99
Wallet, No Metal ROTNCO	\$3.87
Watch Band, Velcro, Black, RAINE , 003V	\$4.20
Nicotine Patches	
Nicotine Patch, HABITROL , Step 1, 14 ct., 21 mg.	\$34.99
Nicotine Patch, HABITROL , Step 2, 14 ct., 14 mg.	\$34.99
Nicotine Patch, HABITROL , Step 3, 14 ct., 7 mg.	\$34.99
Weekly Female Inmate Canteen Menu	
Health Aids/Toiletries	
Acid Reducer, GOOD SENSE , Ranitidine, 30 tablets, 75 mg.	\$7.50
Acid Reducer, PRILOSEC OTC , 14 tablets, 20.6 mg.	\$11.79
Anti-Dandruff Shampoo, GOOD SENSE , 1 % Selenium Sulfide, 11 oz.	\$8.99
Anti-Fungal Cream, TINACTIN , 1/2 oz.	\$7.72
Anti-Fungal Powder, HERITAGE , 3 oz.	\$5.00
Beauty Stone, DR. SCHOLL'S	\$2.99
Denture Adhesive, EFFERGRIP , 2.5 oz.	\$4.98
Denture Bath, SEA-BOND , ea.	\$1.93
Denture Toothpaste, FRESH-N-BRITE , 3.8 oz.	\$3.29
Eye Drops, ARTIFICIAL TEARS , 1/2 oz.	\$5.49
Hemorrhoidal Ointment, GOOD SENSE , 2 oz.	\$7.00
Hydrocortisone Cream, Maximum Strength, 1 oz.	\$5.79
Lactase Enzyme, Dairy Digestive, GOOD SENSE , 60 tablets	\$11.50

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Muscle Rub, Ultra Strength, 3 oz.	\$4.89
Toothpaste, Sensitive, FRESHMINT , 4.3 oz.	\$6.24
Triple Antibiotic Ointment, 1 oz.	\$5.50
Foot Support	
Insoles, Comfort Plus, CABIN , One-Size-Fits All, 2 pair	\$2.99
Insoles, w/built-in Foot Freshner, One-Size-Fits All, JT FOOTE , pair	\$3.19
Women's Arch Support, Double Gel, PEDX , Sizes: 5-10, 1 pair	\$8.49
Women's Heel Cushions, Gel, PEDX , 1 pair	\$6.49
Perms	
DARK & LOVELY , Perm Kit, Regular	\$7.49
OLGIVIE , Perm Kit, One Application	\$8.50
Personal Property	
ADVANCE , Water Resistant Sports Watch #40823X, w/Battery	\$5.66
AM/FM Radio w/Earbud, GPX , R2825, Clear	\$16.68
Digital Radio, AM/FM w/Earbud, SONY , SRF-M35FP, Clear	\$35.85
Ear Buds, SONY , Clear	\$10.49
Headphones, Replacement, KOSS , PTX-6	\$10.98
MP3 Program	
MP3 Player, 8G	\$119.95
MP3 Player, 4G	\$99.95
Arm Band	\$15.00
Protective Cover	\$6.00
Ear Buds	\$16.00
Miscellaneous	
Calendar, Wall, 1 Year, Glue Binding	\$3.08
Checkers Set, PRESSMAN	\$2.73
Chess Set, PRESSMAN	\$2.49
Clip-On Sunglasses	\$4.52
Dominoes, Double Nine, PRESSMAN	\$3.56
Dominoes, Double Six, PRESSMAN	\$2.99
Ear Rings, Large Stud, US SALES , Pierced, Pair	\$20.99
Ear Rings, Small Stud, US SALES , Pierced, Pair	\$13.20
Reading Glasses (+1.00, +1.25, +1.50, +1.75, +2.00, +2.25, +2.50, +2.75, +3.00, +3.25)	\$4.50

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
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Scrabble Game, PARKER BROTHERS	\$19.99
Shower Cap, ea (Y)	\$0.17
Watch Band, Velcro, Black, RAINE , 003V	\$4.20
Nicotine Patches	
Nicotine Patch, HABITROL , Step 1, 14 ct., 21 mg.	\$34.99
Nicotine Patch, HABITROL , Step 2, 14 ct., 14 mg.	\$34.99
Nicotine Patch, HABITROL , Step 3, 14 ct., 7 mg.	\$34.99
Quarterly Male Inmate Canteen Menu	
Men's, REEBOK, Classic Running Shoe, Low Top, Soft Leather, White/Grey, Sizes 1.5 - 11.5 including half sizes, 12, 13, 14, 15 Standard D Width	\$54.98
Men's, RIDDELL, Impact Cross-Trainer, Low Top, Soft Leather, White/Grey Sizes 8, 8.5, 9, 11.5, 12, 13, 15	\$14.19
Men's, NIKE, Cortez, Basic Leather Shoe, White, Sizes 7-11.5 (including half sizes), 12, 13, 14, 15 Standard D Width	\$58.00
Men's, REEBOK, On the Clock II, Leather/Mesh, Walking Shoe, Sizes 7 - 11.5 including half sizes, 12, 13, 14, 15 Standard D Width (4E Width Available in sizes 11.5, 12, 13 ONLY)	\$44.99
Men's, NEW BALANCE, MX608V2W Cross Trainer, Low Top, Soft Leather, Athletic Shoe Sizes 7 - 12.5 including half sizes, 13, 14, 15, 16, 17, 18 Standard D and 4E Width	\$49.99
Leather Work Boot, SHOE CORP,	\$39.90
Athletic Supporter S to XL, BIKE	\$4.51
Gray Sweatshirt, Sizes: S to XL, RUSSELL ATHLETIC	\$8.69
Gray Sweatshirt, Sizes: 2XL to 4XL, RUSSELL ATHLETIC	\$13.64
Gray Sweatshirt, Sizes: 5XL to 6XL, B&B CLARK	\$13.64
Men's Long Sleeve Pajamas, BOTANY 500, Size S to XL	\$11.38
Men's Long Sleeve Pajamas, BOTANY 500, Size 2XL to 6XL	\$16.62
Men's Short Sleeve Pajamas, BOTANY 500, Size S to XL	\$10.83
Men's Short Sleeve Pajamas, BOTANY 500, Size 2XL to 6XL	\$16.13
Gym Shorts, Navy Blue, B&B INDUSTRIES, Sizes: S to XL	\$4.98
Gym Shorts, Navy Blue, B&B INDUSTRIES, Sizes: 2XL to 6XL	\$8.30
Gym Shorts, Navy Blue, ERICK HUNTER, Size 10XL	\$8.30
Men's Boxers, HANES, Size S to XL, 3PK	\$7.92
Men's Boxers, HANES, Size 2XL, 3PK	\$12.63

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Men's Boxers, PLAYERS, Size 3XL to 5XL, 2PK	\$12.38
Men's Boxers, PLAYERS, Size 6XL, 2PK	\$13.22
Men's Crewneck T-shirt, HANES, Size S to XL, 3PK	\$8.71
Men's Crewneck T-shirt, HANES, Size 2XL to 3XL, 3PK	\$14.31
Men's Crewneck T-shirt, PLAYERS, Size 4XL to 6XL, 2PK	\$13.42
Men's Thermal Underwear, Pants, MORGAN MILLS, Size S to XL	\$5.21
Men's Thermal Underwear, Pants, MORGAN MILLS, Size 2XL to 6XL	\$7.10
Men's Thermal Underwear, Shirts, MORGAN MILLS, Size S to XL	\$5.21
Men's Thermal Underwear, Shirts, MORGAN MILLS, Size 2XL to 6XL	\$7.10
Deluxe Crew Socks, Cotton, One Size Fits All, MORGAN MILLS	\$0.93
Master Lock 31 MK - BLIND INMATES ONLY	\$10.59
Quarterly Female Inmate Canteen Menu	
Women's, RIDDELL, Echo, Low Top, Soft Leather, Athletic Shoes, Sizes 5, 5.5, 6, 6.5, 7, 8, 8.5 Standard D Width	\$18.03
Women's, REEBOK, Classic Nylon, Athletic Shoes, Sizes 5 - 9.5 including half sizes, 10, 11 Standard D Width	\$29.40
Women's, NIKE, T-Lite V Cross Trainer, Low Top, Soft Leather, Athletic Shoes, Sizes 5 - 10.5 including half sizes, 11, 12 Standard D Width	\$49.99
Leather Work Boot, SHOE CORP	\$39.90
Gray Sweatshirt, Sizes: S to XL, RUSSELL ATHLETIC	\$8.69
Gray Sweatshirt, Sizes: 2XL to 4XL, RUSSELL ATHLETIC	\$13.64
Gray Sweatshirt, Sizes: 5XL to 6XL, B&B CLARK	\$13.64
Women's, BOTANY 500, Pajamas, Long Sleeve, Lt. Blue, Sizes: S to XL	\$14.06
Women's, BOTANY 500, Pajamas, Long Sleeve, Lt. Blue, Sizes: 2XL to 6XL	\$15.34
Women's, BOTANY 500, Pajamas, Short Sleeve, Lt. Blue, Sizes: S to XL	\$12.78
Women's, BOTANY 500, Pajamas, Short Sleeve, Lt. Blue, Sizes: 2XL to 6XL	\$15.34
Gym Shorts, Navy Blue, B&B INDUSTRIES, Sizes: S to XL	\$4.98
Gym Shorts, Navy Blue, B&B INDUSTRIES, Sizes: 2XL to 6XL	\$8.30

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

Gym Shorts, Navy Blue, ERICK HUNTER, Size 10XL	\$8.30
Thermal Underwear Pants, MORGAN MILLS, Sizes: S to XL	\$5.33
Thermal Underwear Pants, MORGAN MILLS, Sizes: 2XL to 6XL	\$7.39
Thermal Underwear Shirts, MORGAN MILLS, Sizes: S to XL	\$5.33
Thermal Underwear Shirts, MORGAN MILLS, Sizes: 2XL to 6XL	\$7.39
Bra, JUST MY SIZE, 42-44B, 38-48C, 38-48D, 38-50DD	\$14.38
Bra, HANES COTTON CURVES, 34B, 36B, 38B, 36C	\$7.70
Bra, CHAMPION, Sports Bra, White, Sizes: S, M, L S (32-34A/B & 32C), M (34-36A/B & 34C), L (34-36A/B & 34C)	\$16.99
T-shirt, Gray, (no pocket), FRUIT OF THE LOOM, Sizes: S to XL	\$3.82
T-shirt, Gray, (no pocket), FRUIT OF THE LOOM, Sizes: 2X	\$6.38
T-shirt, Gray, (no pocket), FRUIT OF THE LOOM, Sizes: 3XL	\$6.38
T-shirt, Gray, (no pocket), FRUIT OF THE LOOM, Sizes: 4XL to 6XL	\$11.50
Women's Cotton Briefs, White, HANES HER WAY, 3/pkg, Sizes: 6 to 8	\$6.12
Women's Cotton Briefs, White, HANES HER WAY, 3/pkg, Sizes: 9 to 14	\$7.89
Deluxe Crew Socks, Cotton, One Size Fits All, MORGAN MILLS	\$0.93
Master Lock 31 MK - BLIND INMATES ONLY	\$10.59
Death Row Arts and Crafts Menu	
String Along - String Art	\$14.11
Crayola - Washable Watercolors	\$6.66
Assorted Cardstock – 50 sheets	\$2.30
Strathmore Paint Pad	\$2.38
MindWare Color Book (envirosapes)	\$5.02
MindWare Color Book (archiscapes)	\$5.02
Strathmore Charcoal Pad – 32 Sheets	\$2.64
Crayola Paint Brushes – 8 brushes	\$2.64
Crayola Color Pencils – 64 pencils	\$13.35
Alpha Color Soft Pastel Chalks – 12 chalks	\$7.82
Twist-Up Crayons – 8 crayons	\$2.74
Crayons – 64 crayons	\$7.57
Crayola Finger Paint – 6 bottles	\$10.20
Search and Find	\$1.06
Crosswords	\$1.06

ATTACHMENT 1 – MASTER CANTEEN PRODUCTS LIST
(JUNE 2011)

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 08-DC-8046 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 canteen operations services.

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 March 29, 2009, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on March 31, 2014. 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 for one additional five (5) year period(s) after the initial Contract period upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, Compensation. 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 thirty (30) 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. Services to be Provided

The Contractor shall provide statewide canteen services in Department facilities. This includes provision of inmate canteen services on a daily basis and canteen services in visiting parks as specified by the Department. Services shall meet or exceed the minimum requirements outlined in this Contract. The Contractor shall provide all products for resale as identified on the Attachment A - Department's Master Canteen Products List and related support services. 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 and Regulations

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. 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 service and operate all canteens in accordance with all applicable federal and state laws, rules and regulations, and Department of Corrections' rules and procedures applicable to the packaging, distribution and resale of items sold in the Department's canteens and the general delivery of canteen services. All such laws, rules, regulations, and procedures, current and/or as revised, are incorporated herein by reference and made a part of this Contract. Such rules, regulations, and procedures include, but are not limited to, the following:
 - a. 42 Code of Federal Regulation Part 2
 - b. Chapter 500, Florida Statutes (as applicable)
 - c. Section 944.516, Florida Statutes (Administration of Inmate Trust Fund)
 - d. Section 945.215, Florida Statutes
 - e. Rule 33-203.101, Florida Administrative Code
 - f. Rule 33-601.800, Florida Administrative Code
 - g. Rule 33-602.101, Florida Administrative Code
 - h. Rule 33-602.201, Florida Administrative Code
 - i. Rule 33-601.203, Florida Administrative Code
 - j. Rule 33-602.232, Florida Administrative Code
 - k. Rule 33-602.220, Florida Administrative Code
 - l. Rule 33-601.722, Florida Administrative Code
 - m. Department of Corrections' Procedure Number 604.602 Canteen Operations
 - n. Department of Corrections' Procedure Number 602.015 Inmate Visitation Photo Project
 - o. Department of Corrections' Procedure 401.015, Employee TB Screening and Testing
3. The Contractor will be required to maintain full accreditation by the American Correctional Association (ACA) as related to canteen operations at accredited institutions. Failure to maintain accreditation may result in assessment of liquidated damages as set forth in Section II., DD. of this Contract.
4. The Contractor shall ensure that all Contractors' staff providing services under this Contract complies with prevailing ethical and professional standards, and the rules, procedures and regulations noted above.
5. The Contractor shall ensure that all staff performing services under this Contract or regularly accessing the Department's institutions is tuberculosis (TB) screened and/or tested as required by Department Procedure 401.015, Employee TB Screening and Testing. Contractor shall be responsible for all costs associated with the TB screening/testing.
6. Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of this procurement or resultant Contract term, the updated version will take precedence.
7. The Contractor may enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the 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.

8. The Contractor agrees to modify its service delivery, including addition or expansion of canteen 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 service (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 and Section VII., CC., Scope Changes After Contract Execution.

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 the 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 Section II., C., 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. Service Locations

1. Institutions/Facility Locations: The facilities to be included under this Contract are indicated in Attachment B.
2. Add/Delete Institutions/Facilities/Canteens for Services: The Department reserves the right to add or delete institutions, facilities or the number of canteens in operation at an institution or facility under the 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. Final Implementation Plan and Transition Date Schedule

The Contractor shall commence implementation of services on March 29, 2009, and full service delivery of canteen operations shall be completed at all institutions by June 26, 2009.

Beginning on March 29, 2009, the Contractor shall begin selling items on the Attachment A, Master Canteen Menu dated March 2009 on a statewide basis. Additionally, the Contractor will sell items on the previous menu (Master Canteen Menu dated November 2008) that are no longer a part of the current menu (Attachment A) at the previous menu prices while stock supplies last or until June 26, 2009, whichever comes first. The Contractor shall post both menus, side-by-side, at the locations required in this Contract.

The Department will provide personnel from the Office of Information Technology and Bureau of Support Services to facilitate transition of services at each institution. The Contractor shall contact the OIT Liaison to coordinate the transition of information technology matters.

Effective June 26, 2009, full service delivery of statewide canteen operations, as required by this Contract, shall be fully implemented.

F. Administrative Requirements

1. The Department shall not provide any administrative functions or office support for the Contractor (e.g., clerical assistance, office supplies, copiers, fax machines and preparation of documents), except as indicated in this Contract.
2. The Contractor may utilize the existing phone lines dedicated to the canteen(s). The Contractor shall transfer billing for phone service associated with these dedicated lines effective the start date of services at each institution. Contractor shall pay for any costs associated with the transfer and operation of service. The Department will allow the Contractor to install phone lines with off-site access; however, these devices are prohibited from inmate usage. Phone installation and service must be in accordance with institutional security requirements. The Contractor will be responsible for the obtaining, maintaining, payment and cost of telephone service.
3. The Contractor shall be responsible for providing and paying for the following items in quantities sufficient to ensure compliance with the service requirements of the Contract:
 - Office supplies;
 - Office Equipment;
 - Bags for delivery (clear, see-through perforated);
 - Shrink wrap;

- Microwaveable disposables; and
- Napkins.

The initial purchase of any of the above-referenced items must be approved in advance by the Contract Manager. Once the Contract Manager has approved of the specific item to be purchased, additional purchases of approved items may be made by the Contractor without further review.

NOTE: The Department will provide cleaning supplies for the Contractor's use. The Contractor shall ensure that canteen areas are regularly cleaned and sanitized as needed.

4. Equipment (excluding Information Technology Equipment)

This section does not apply to information technology equipment.

With the exception of Department-owned forklifts, the Contractor shall utilize their own equipment for receipt and storage of commodities at the warehouse and for transportation to the canteens. The Department will not provide any additional equipment for use in support of the Contract, i.e. carts, or other transport equipment. The Department will also provide warehouse space for the on-site storage of canteen products and will also allow the Contractor to utilize any existing shelving units. Additionally, all equipment utilized must be approved by the Contract Manager and shall meet Department security guidelines. Equipment purchased by the Contractor for the receipt, storage and transportation of commodities shall be owned and maintained by the Contractor, at the Contractor's expense and shall be retained by the Contractor at Contract termination.

5. Pursuant to Section 945.215, Florida Statutes, the Department must deposit the net proceeds from the guaranteed per diem payment into the State's General Revenue fund. The Department has, however, incurred certain operating costs in support of this Contract which shall be recouped by the Department. These costs include, but are not limited to, contract administration and monitoring positions, information technology support, annual bandwidth costs related to institutions using the canteen service, current costs of the secure connection hardware and the cost of remote Virtual Private Network (VPN) access. These costs shall not be separately reimbursed by the Contractor, but shall be recouped by the Department from the guaranteed monthly per diem payment. The Department will indicate the amount of operating costs on the monthly invoice to the Contractor, which shall be paid as part of the guaranteed monthly per diem payment via separate submittal as specified in Section III., A. of this Contract. This amount may be increased or decreased at the Department's discretion based on actual costs incurred.

G. Hours of Operation

The Contractor shall operate canteens during the hours set forth below. Hours of operation are subject to change. In the event of an emergency, the hours of operation will be subject to change without prior notice. For changes in the hours of operation related to non-emergencies, the Department will provide forty-eight (48) hours notice to the Contractor.

Canteens may be shut down without prior notice by the institution at any time for security and other reasons. At the discretion of the warden, and depending upon the type of lockdown, canteens may be allowed to continue to operate during lockdown periods. The Contractor's on-site representative will be notified by appropriate Department staff of any required closures of the canteen or whether the canteen will be allowed to operate during lockdown periods.

1. Institutional Inmate Canteen Hours

The Contractor shall ensure that the institutional inmate canteens operate at the same time that the respective institution routinely conducts canteen operations. Hours of operation differ from

institution to institution and for summer and winter months and are established by the Warden or chief correctional officer for the facility.

Generally, as determined by the each institution's Warden, the hours of operation for the institutional inmate canteens will be from 8 a.m. to 11 a.m. Eastern Time and then from 1:30 p.m. to 3 p.m. Eastern Time, with additional hours of operation varying during summer and winter months. Canteens will be closed during the lunch and dinner hours and during inmate count. The canteen may not reopen until the count clears. Security shall be available to facilitate opening and closing of the canteen. Receiving hours for both summer and winter operation are from approximately 8 a.m. until 4 p.m. Eastern Time.

2. Visiting Park Canteen Hours

Visiting Park canteen hours will be determined by the Warden, and the hours of operation will generally be from 9:00 a.m. to 3:00 p.m., Eastern Time, each Saturday and Sunday, and the Department's recognized holidays. Security shall be provided by the Department to facilitate opening and closing of the canteen.

H. Master Canteen Products List

1. All products approved for resale in the Department's canteens are listed on the Master Canteen Products List (see Attachment A, dated March 2009). The Master Canteen Products list is comprised of the following separate product or menu lists:
 - a. Male Inmate Canteen Menu
 - b. Female Inmate Canteen Menu
 - c. Visitor Park Canteen Menu
 - d. Death Row Menu
 - e. Death Row Arts & Crafts Products
 - f. Death Row Electronics
 - g. Male Quarterly Order Products
 - h. Female Quarterly Order Products
 - i. Male Weekly Order Products
 - j. Female Weekly Order Products
 - k. Close Management I & II, Male
 - l. Close Management I & II, Female
 - m. Close Management III, Male
 - n. Close Management III, Female
 - o. Holiday Menu (To be submitted to the Canteen Review Team for recommendation prior to October 1st annually.)
2. Unless otherwise indicated, all items on the approved Master Canteen Products List must be available in the inmate canteens for resale to inmates unless otherwise determined by the individual institution's Warden. Only items on the Visitor Park Canteen Menu may be sold in the Visiting Park Canteens. If the Contract Manager and Assistant Secretary of Operations determine that an approved item shall not be resold through the canteen, the Contract Manager shall provide written confirmation to the Contractor and the item shall be removed from the Master Canteen Products List.
3. The Contractor shall ensure that in the inmate canteens, Inmate Canteen Menu items are made available for daily sale. In all canteens, stocked items shall be kept in appropriate containers to ensure freshness and suitability for consumption.

4. A sufficient amount of inmate canteen items identified as inmate property items shall be kept on-hand at the institution to ensure that any item can be purchased by at least the average daily number of inmates typically requesting the item on a weekly basis. See Section II., L., 3. for additional information.
5. In addition to restrictions on specific items that may be noted on the Master Canteen Products List of items approved for resale, the following "Prohibited Items" **may not** be sold in the canteens:
 - a. Products utilizing aerosol dispensing;
 - b. Products containing alcohol that when swallowed or otherwise ingested cause inebriation or product containing flammable levels of alcohol will not be approved for resale in the canteen;
 - c. Products determined by the Department to be a security risk;
 - d. Products in glass containers;
 - e. Items packaged in a manner not intended for immediate consumption (i.e., not pre-packaged, single serving size);
 - f. Fountain drinks; and
 - g. Food items not packaged in self-opening containers.

I. Master Canteen Products List Pricing and Price Increases

1. The Department has established fixed pricing for all items on the Master Canteen Products List (dated March 2009). Prices shall not exceed the fair market prices. The Contractor shall make all items contained on the Master Canteen Products 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 Master Canteen Products List by submitting a letter to the Contract Manager at least ninety (90) days prior to the annual anniversary date of the 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.

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 results in the price of a product exceeding the fair market price will be denied, regardless of the percentage of increase requested. The Department shall have the sole discretion to determine what percentage increase, if any, will be allowed. The Department shall 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.

2. Pricing Tobacco Products

In addition to Section II., I., 1, above the Department and the Contractor have reviewed the pricing of tobacco products which have been impacted by the implementation of a Federal excise tax effective April 1, 2009. The increase in this tax will be passed onto the purchasers. In addition, a price increase on specified tobacco products has been levied by manufacturers and documentation confirming those increases has been provided by the Contractor to the Department. These increases are reflected in Attachment A, Master Canteen Menu. Future

review of pricing on tobacco products will be made on a semi-annual basis for manufacturer increases and decreases. Upon request, the Contractor shall provide manufacturer invoices (or other appropriate documentation) to illustrate the current manufacturer pricing.

Price increase or reduction changes shall be made by letter and will not become effective until approved in writing by the Contract Manager. Under no circumstances shall price increases exceed fair market pricing.

J. Additions/Deletions and Substitutions to the Master Canteen Product List

The approved Master Canteen Products List will be reviewed not less than semi-annually by the Department's Canteen Review Team. All additions/deletions to the Master Canteen Products List must be recommended by the Canteen Review Team and approved by the Secretary. Should the Contractor desire to add or delete any products not on the approved Master Canteen Products List, a written request with sufficient justification must be submitted to the Contract Manager for review and submittal to the Canteen Review Team.

Written justification must list each item to be added or deleted, indicating whether the item is kosher, taxable or nontaxable, and providing 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 Canteen Review Team who will review the request, no less than on a semi-annual basis, and make their written recommendations to the Secretary.

A revised Master Canteen Products List will be provided to the Contractor within thirty (30) calendar days of approval by the Secretary. Approved additions and deletions must be provided by the Contractor for sale in the canteens within sixty (60) calendar days of written notification. The Department reserves the right to approve or deny any such requests based upon the best interests of the State of Florida and the Department and in keeping with security and other operational requirements.

In addition, the Contractor may request that items be substituted if no longer available from the manufacturer for resale. Substitutions will only be allowed if the item to be substituted is of the same or similar quality, packaging, and price. Requests for substitution of products shall be submitted in writing to the Contract Manager and shall be approved or denied in writing back to the Contractor within fifteen (15) calendar days of receipt.

K. Posting of Available Menus with Prices

The Contractor shall ensure that the approved Inmate Canteen Menu and Visitor Park Canteen Menu, with clearly delineated prices, are posted at or near each respective canteen and on a central bulletin board accessible to the inmate population at each contracted institution. All lists shall be posted in a manner so that each is easily viewable.

L. Additional Canteen Services

1. Inmate Photo Project

The Contractor shall ensure the inmate canteens sell photo tickets to the inmates for \$2.00 per photo ticket and to inmates and visitors at the visiting park canteens for \$2.00 per photo ticket. All inmate and visiting park canteen processes relating to photo ticket sales will be in accordance with DC Procedure Number 602.015, Inmate Visitation Photo Project.

All photo/printing equipment required to support this project will be provided by the Contractor. All equipment must be approved for use by the Contract Manager prior to use in any facility. All equipment purchased by the Contractor shall be owned and maintained by the Contractor, at the Contractor's expense and shall be retained by the Contractor.

2. Postage Stamps

The Contractor shall ensure that U.S. postage stamps are available in the inmate canteens in sufficient quantity and sold at face value.

3. Weekly Order Items

In addition to items routinely stocked for resale, the inmate canteens shall also sell approved inmate property items that are stocked in the warehouse. Weekly orders will be processed through a designated inmate canteen, and delivered to the designated area for pick up by the inmate.

- a. AM/FM Radio w/Earbuds
- b. Anti-fungal cream
- c. Battery-Operated Razor
- d. Checker set
- e. Chess set
- f. Clip-on Sunglasses
- g. Denture adhesive
- h. Denture bath
- i. Denture toothpaste
- j. Dominoes
- k. Hairstyling gel (female facilities)
- l. Jigsaw puzzles
- m. Perm Kits (female facilities)
- n. Headphones, Replacement with ear buds
- o. Scrabble Game
- p. Shower Cap – Female Facilities
- q. Sports Watch
- r. Stud earrings – Female Facilities
- s. Wall calendar
- t. Wallet
- u. Watch band

Inmates wishing to purchase weekly order items that are stored in the warehouse will fill out the weekly order form and deliver the form to the inmate canteen. Contractor staff shall collect the order forms weekly, process the order at the canteen warehouse, transfer the items into each canteen's inventory, and charge the requesting inmate's canteen account for the total cost of the order. The warehouse inmate operator will fill each order from the weekly order form, and the orders will be bagged individually by inmate name and DC number. The Contractor staff shall ensure copies of the completed order forms are attached to the bag containing the canteen items.

Completed orders and forms for canteen items will be taken to the specific canteen where the form was picked-up. Any/All property items will be delivered by the Contractor to the property officer for processing. At the female facilities, the Contractor Staff shall provide a copy of the order form with perm kits that will be delivered to the beauty shop/cosmetology. The purchasing inmate will sign for receipt of purchased products at the point of distribution.

4. Quarterly Orders

To process Quarterly Order Products, the canteen system must have the ability to separate quarterly order purchases from regular inmate canteen purchases as dollars spent on quarterly order purchases are not included in the inmate's weekly draw. Quarterly order forms will be made available at the discretion of the warden for the general inmate population in a manner directed by the warden. The inmate will fill out a quarterly form and send the order form to the designated Contractor staff (Canteen Manager) assigned to

the facility during the first week of the first month of the quarter. The Contractor will review the forms for accuracy and completeness, verify all prices and add sales tax to determine the total sales amount. The Department will provide to the Contractor using File Transfer Protocol (FTP) technology the inmates' current Trust Fund Balance. The Contractor will complete the order with inmate name, DC#, and total sales amount indicated. The total sales amount will be compared with available inmate funds. The sales amount will be deducted from the inmate's account, and the total consolidated order will be processed. The Contractor is required to send a file to the Department using File Transfer Protocol (FTP) technology, which will automatically deduct sales from the inmates' accounts. Upon receipt of the items, the items will be forwarded to the property officer for distribution to the inmate(s) placing the quarterly order.

M. Inmates in Special Housing Units or Other Confinement Status

In addition to inmates in general population, the Contractor shall sell canteen products to inmates in special housing units including Close Management, Administrative and Disciplinary Confinement, Death Row, Infirmary, Transitional Care Units (TCU's) and Crisis Stabilization Units (CSU's) (Psychiatric Units). The specific procedure to be utilized by the Contractor shall be established by each individual institution pursuant to a confinement delivery schedule approved by the Warden.

In general, confinement orders shall be processed as follows: The inmate shall be provided with a manner in which to fill-out an order form and receive the items ordered within three (3) days or earlier if required by the institution's confinement delivery schedule. All signed order forms will be sent to the Contractor's staff (Canteen Manager) assigned to the facility who shall debit the inmate's canteen account. The Contractor's Canteen Manager or the Inmate Canteen Operator will deliver orders to the housing units for distribution, as determined by the individual institution. After delivery of the canteen orders to the housing unit in clear, perforated bags provided by Contractor, Security Staff and the canteen staff will distribute the orders cell-by-cell. The inmate receiving the items will sign the receipt for the merchandise delivered. The Contractor's Canteen Manager will update the CM/Confinement order log for tracking purposes. Any undeliverable sales will be voided and merchandise will be returned to stock and credited to the inmates account. Canteen orders will be processed weekly using appropriate order forms. The Contractor shall be responsible for providing a sufficient number of order forms for each applicable institution. The Contract Manager shall provide an original of each required form to the Contractor within ten days of contract execution, which may be duplicated as needed by the Contractor.

N. Existing Inventory

The Contractor shall ensure all inventory available at the institution on the agreed-upon implementation date for services is compliant with the Department's Master Canteen Products List. Any inventory item not in compliance shall be removed and not made available for purchase in the canteens.

O. Inventory Control and Product Loss

At all times material hereto, the Contractor shall be responsible for its own inventory maintenance and control. The Department shall not be responsible for any losses suffered by the Contractor related to failure to maintain appropriate inventory control. In addition, the Department shall not be responsible for any losses suffered by Contractor related to property destruction by inmates, or as a result of fire, or theft. It is the sole responsibility of the Contractor to secure and provide insurance coverage.

P. Kosher Items

The Contractor shall clearly identify all kosher items listed on the posted menus.

Q. Applicable Sales Tax

The Contractor is responsible for determining the application of sales tax and for reporting and submitting all applicable sales tax to the Department of Revenue. The Contractor shall resolve all sales tax issues with the appropriate governmental agencies.

R. Inmate Spending Limits

Inmates are allowed to spend an amount set by the Secretary not to exceed \$100 per week, exclusive of all items obtained through Quarterly Orders. This amount is currently established at \$75 per week subject to availability of funds.

S. Canteen Security

The Contractor shall comply with Department key control procedures. All canteen keys and locks for canteens and lockboxes will be provided and maintained by and shall remain under the exclusive control of the Department. The Department shall ensure that the Contractor has reasonable access to the canteens and institutional warehouses at all times that the canteens would normally operate and at other reasonable times requested by the Contractor.

T. Warehouse Receiving/Distribution

The Contractor will be responsible for purchasing all commodities necessary for canteen operations. The Contractor will be responsible for receiving all commodities delivered to the institutions. In the event Contractor staff is not going to be available at the institution to receive the commodities, with the exception of unavailability due to emergency, Contractor or Contractor's staff shall notify the Warden who shall direct the Department's warehouse staff to receive the commodities and sign for pallets or boxes. The pallets or boxes received will be immediately transported to the assigned, secured (Contractor) area. In no event shall Department staff be responsible for counting received goods or for certifying that shipments are correct and accurate. Signature will only serve to verify that a shipment to Contractor was received. The Contractor is responsible for accountability of all commodities received on Contractor's behalf by Department warehouse staff. The Contractor agrees to hold the Department harmless from any and all claims, or disputes arising from, caused by, or related to any agent or employee of the Department receiving canteen goods or commodities as contemplated under this section. The Contractor will be responsible for ordering, receiving, storing, and accounting for all canteen commodities.

The Department has designated existing warehouse storage space (including refrigerated space) for the support of the Contract. The Contractor will assume all responsibility for inventory stored in the provided storage space, and Department staff will not be utilized for receipt, handling or maintenance of contractor's inventory (including movement from the designated warehouse space to the canteens).

The Department will provide inmates to unload and receive canteen commodities shipped to each institutional warehouse; however, Contractor's staff is responsible for proper receipt and inspection.

The Contractor shall be responsible for assuring that the commodities are ordered and deliveries are made in accordance with the delivery schedules and security procedures established at each institution and/or facility, including inspection of each delivery and removal and disposal of shrink wrap and other plastic packaging. Each institution and/or facility requires advance notification of all non-scheduled deliveries.

U. Availability and Use of Inmate Labor

The Contractor may use inmate labor to assist in daily canteen operations; however, inmates will not be considered employees of the Contractor for any purposes whatsoever. The Department will select

and provide the inmates to be utilized. The actual number of available inmates shall be agreed upon by the Contract Manager and Contractor and reviewed or revised as necessary. The Contractor may request the Warden to remove any inmate from assignment to canteen operations. Inmates shall be replaced within three to five working days. No inmate shall be assigned to any position that requires him or her to supervise another inmate. Only inmates with verified social security numbers will be assigned to work in daily canteen operations.

1. Inmate Labor for Receiving/Warehousing

As determined by the Warden, the Department may provide inmates to unload and receive canteen products shipped to the institutional warehouses; however, the Contractor's staff will be responsible for proper receipt and inspection of all shipments.

2. Inmate Pay

The Department will pay inmates who work in the canteens or perform canteen support functions. The Contractor shall provide the Contract Manager or designee with a report identifying the inmates that have worked in the canteens for the previous month. This report shall be submitted no later than the fifth (5th) working day of each month. The report shall be submitted on a Microsoft Excel spreadsheet in the Department's designated format.

3. Inventory Shortages Related to Inmates

The Department will not be responsible for any shortages in the Canteen Inventory, regardless of the cause of the shortage. The Contractor shall comply with applicable Department procedures regarding shortages related to inmates.

4. Monthly Evaluations

The Contractor shall conduct monthly evaluations of inmates assigned to canteen operations by the tenth (10th) calendar day of each month on forms provided by the Department. These evaluations shall be submitted to the Classification Section at each institution.

5. Disciplinary Reporting

In the event of rule violations by inmates working with the Contractor, including loss or theft, the Contractor shall document the incident on specified Department-provided forms and notify security personnel at the institution. Copies of all documentation shall be submitted to the Control Room at each institution. Security personnel are responsible for taking the necessary steps for disciplinary action.

V. Contractor's Staff Requirements

1. General Administrative Requirements

- a. 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 DC staff, and the community, if required, to support the Contract.
- b. The Contractor or Contractor's staff shall comply with the Department's security guidelines (Attachment C) on institutional and facility security policies. Violations of these rules could result in termination of the 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 the Contract was awarded, to obtain a copy of any specific institutional or facility rules.

- c. The Contractor shall ensure that staff wear attire suitable for the work conducted in the performance of this Contract.
- d. 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. The Contractor is advised to carefully consider the impact of additional time when developing the bid. No additional compensation will be made for time involved in adhering to security requirements.

2. Staffing Plans and Levels

The Contractor shall have at least one employee (Canteen Manager) on-site at each major institution during all normal working hours (typically M - F; 8 - 5) to oversee canteen operations and respond to canteen issues, regardless of the number of canteens operating at the institution or satellite facility. This employee must be able to make operational decisions on behalf of the Contractor. Upon implementation of service, the Contractor shall provide to each institution's warden, a list indicating all contact information for the assigned Canteen Manager and for any other person who may be contacted to make decisions regarding the canteen operation when the on-site employee is not available. The facility Warden will establish the working hours for this employee based on the warehouse hours.

In addition, one (1) week prior to the scheduled implementation date for each institution, the Contractor shall provide a staffing roster to the Contract Manager for the respective facility. The roster will include the name, position, title for each member of the Contractor's staff at the institution. In addition, the Contractor shall provide the names and phone number for Contractor's regional management staff that can be reached in the off-hours of Contractor's canteen staff.

3. Contractor Key Staff Administrative Positions and Responsibilities

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

Administrative Project Manager for Canteen Operations Services (or equivalent title) - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual shall have a minimum of two (2) years experience within the last five (5) years at a management level, providing direct administrative oversight of a canteen service operation.

4. Staff Conduct

The Contractor's staff on-site shall adhere to the standards of conduct prescribed in Rule 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 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.
- h. At no time shall any Contractor's employee while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or bears the logo or other identifying words or symbol of any law enforcement or correctional Department or agency.
- i. The Contractor shall NOT provide individuals possessing "temporary work visas" to fill positions under this scope of service.
- j. All Contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Department staff and inmates.
- k. The Contractor shall provide their employees with a copy of these standards of employee conduct and document receipt of such notification in the employee's personnel file.

5. Background/Criminal Record Checks

- a. The Contractor's staff assigned to this Contract and any other person performing services pursuant thereto, 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 to include fingerprinting. This background check will be conducted by the Department and/or a third-party vendor 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 or other person from any work under the Contract. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide, upon request, 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 or subcontractors to be accepted for service delivery until a favorable report is received by the Department.
- b. No person who has been barred from any Department facility shall provide services under this Contract at another Department facility.
- c. Department employees terminated at any time by the Department for cause may not be employed or provide services under the Contract.
- d. No person who has previously been employed by the Department may be assigned to provide services pursuant to this Contract without the prior written approval of the Department's Contract Manager.
- e. The Contractor's staff shall be subject to the requirements of this Contract and may be denied access to the facility by the Warden or designee.

6. Contractor Staff Training and Education

All Contractor's on-site staff providing services under this Contract shall be required to receive Annual and/or New Employment Orientation as required by the Department's Bureau of Staff Development. This training includes, but is not limited to, orientation and appropriate training regarding on-site security at each institution. Contractor shall contact the Institution's Warden, or designee to arrange for training. Any employee who is hired by Contractor from the Department, who completed this training while employed with the Department, will be exempt from the training requirement.

W. Information Technology/Point of Sale Systems

1. Overview of System Operations

The existing and future canteen infrastructure at each institution shall consist of a server, software, and point-of-sale devices; all of which are owned by the current Contractor. The Contractor-owned equipment resides on a segment of the Department's computer network that has been specifically configured for the Contractor's use. These local networks have been configured with special security measures to ensure that the Contractor's employees cannot access any of the Department's Information Technology resources through the network other than the canteen system.

There are other Contractor-owned and operated servers which are located in the Department's Data Center located at its Central Office location at 2601 Blair Stone Road in Tallahassee, Florida. These servers consist of a main applications/database server, and two auxiliary servers used for data communications and software management. The main server in the Central Office communicates across the Department's Wide Area Network (WAN) with the local servers and communicates with the Inmate Trust Fund System which is housed on an IBM Mainframe Server. The central canteen server also includes the central database which manages detailed sales transaction records and demographic data on all inmates.

The point-of-sale device in each canteen communicates directly with the local server located in the canteen warehouse at that institution. Each local server houses a database containing the up-to-date spending authorization for each inmate. All sales transactions that occur in the local canteens are recorded in the local server's database and these transactions are recorded against the inmate's spending authorization. The local servers in turn synchronize throughout the day across the Department's WAN with the main server in Tallahassee (Central Office). Even if the local server is unable to synchronize with the main server, the local canteens can continue to operate. This design allows the canteen systems located in the institutions to remain operational even if there is a loss of communications across the WAN between the Institution and the Central Office.

Each day, after all canteens have closed, the main server in the Central Office automatically prepares a data file that lists all sales activity for the day, and places the data file on a secure network share at a pre-designated time. The Inmate Trust Fund System then obtains the data file using File Transfer Protocol (FTP) and reads the sales data that it contains in order to recalculate the canteen spending authorization for every inmate in the system. After recalculating the spending limit for each inmate, the Inmate Trust Fund System then places a file called the "housing file" back on the share to be uploaded to the canteen application database. The housing file contains the name and DC number of each inmate in the system, other identifying information, each inmate's location, and each inmate's up-to-date spending authorization limit. This information is programmatically transmitted to the local institutions thereby updating the databases on the local servers. If the Contractor's data file, which contains the sales activity for the day is not uploaded to the Inmate Trust Fund system, the Contractors Cashless canteen system shall have programming setup to automatically not let the canteens open the following day.

In addition to the file exchange and data synchronization that must occur each day, there are other routine maintenance tasks that must be performed. In order to allow for these routine tasks, a service window has been established from 12:00 AM until 4:00 AM each day.

2. Point of Sale System Requirements

In each canteen to be operated under Contract with the Department, the Contractor shall provide its own turnkey point-of-sale system which shall conform to the following general requirements:

- a. The system shall include all hardware and software infrastructure required for operation of the inmate canteen, which, at a minimum shall include, but not be limited to, performing and recording sales transactions, printing receipts, inventory control, and transmitting data for use by the Department's computer systems.
- b. The Contractor shall provide information technology equipment required to run the point of sale system and related canteen services. Throughout the term of the Contract, the Contractor shall own all systems and equipment and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to the Department.

Additionally, the Department shall have the right to inspect any and all information technology equipment (standalone or connected to the network) without notice at any time.

- c. The system shall include cashless point-of-sale devices located in each canteen which record all inmate sales transactions against inmate accounts by utilizing a shaded barcode which is imprinted on the front of the inmate's identification card. The system shall function with the existing inmate identification cards being used by the Department and shall not require any modification to the existing cards in order to function reliably.
- d. To avoid potential for abuse of the system by inmates working with the Contractor in the canteens, the system shall not use a keyboard or other easily manipulated input device to support operations within the canteens.
- e. The canteen point-of-sale system shall be installed and function on a separate segment of the Department's computer network which has been established specifically for the canteen system at each local institution in which one or more canteens is/are located. The computer network is an Ethernet Network configured for Internet Protocol-based data communications. (Network Diagram and Conceptual Diagram included in Attachment D)
- f. The system shall not utilize wireless data communication technology either for transmitting sales data from the point-of-sale devices, for data communication with other computers, or for data communication with the Contractor's corporate network.
- g. In the event of system failure, the Contractor shall have the ability to operate any or all canteens manually, as applicable. When this occurs, all sales data shall be provided by the Contractor to the Department in a manner to be specified by the Department based upon the nature of the system failure. The Department shall provide inmate account balances to the Contractor also in a manner to be specified by the Department based upon the nature of the system failure.
- h. The system shall be capable of continuing canteen operations on the Local Area Network (LAN) at each institution, in the event of a failure of the WAN outside of the institution. To do so, the Contractor's system shall utilize a "store-and-forward" or equivalent technology. If the store-and-forward technology utilized requires the use of a computer system, other than the point of sale equipment, to be located at the local institution, said computer system shall be provided by the Contractor and shall be located in a controlled area to be designated by the Warden of that institution. The Contractor shall be responsible for safeguarding said computer in a manner, to be approved by the Department, which provides strict access control and which is at no time accessible by any inmate.
- i. The system shall utilize a "central server" located in the Department's data center in Tallahassee, Florida or at a location of the Contractor's that facilitates access to the server for the Department's mainframe. This location shall be approved in writing by the Department's Office of Information Technology (OIT). Contractor's central server shall function as the gateway for exchanging data between the cashless canteen system and the department's Inmate Trust Fund System and with the Contractor's corporate network. The data exchange shall utilize File Transfer Protocol (FTP) when providing data to and receiving data from the Department's Inmate Trust Fund System. The "Cashless Canteen Record Structures" that the FTP files shall utilize is included in Attachment E.
- j. The system shall be capable of printing, transmitting electronically, and maintaining detailed transaction records and audit trails and providing all necessary reports.

- k. The Department shall be able to deactivate (“lock-down”) and reactivate the canteen system at each individual canteen location or by institution or statewide, as needed for security or if a job (data-upload) or system fails. Designated Department security or finance and accounting personnel shall be able to remotely deactivate (“lock-down”) individual or all canteen systems. The procedures for performing the lock-down shall be fully described in a manual (see Section II., W., 3.) to be provided to the Department by the Contractor, with final approval of the procedures to be made by the Department. Department staff selected to perform the lock-down or reactivation procedures shall be properly trained to perform this system functionality by the Contractor. Any and all decisions on whether to deactivate (“lock-down”) individual or all canteen systems will be at the sole discretion of the Department.
 - l. The system shall have a method by which designated Department security and finance and accounting personnel can review inmate purchases. These procedures will permit a review of purchases made by individual inmates as well as purchases made at specific institutions. The system shall also allow designated Department staff to conduct queries of sales by specific items. The procedures for these reviews and queries shall be fully described in a manual to be provided to the Department by the Contractor (see Section II., W., 3.) with final approval of the procedures to be made by the Department. Department staff selected by the Department to perform these reviews and queries shall be trained to perform this system functionality by the Contractor.
 - m. All Contractor equipment shall be installed and secured, both physically and technically, in accordance with the requirements in Florida Department of Corrections’ Procedure Manuals 206.001; 206.002; 206.004; 206.005; 206.007. In addition, the Department has other applicable procedures that are “restricted” due to their content and are not available to the public. Due to the nature of data security requirements, these procedures are rather general and are subject to frequent change without notice. In all matters pertaining to data security, the Department reserves the right to protect its data by any means that Department data security personnel deem appropriate.
 - n. The Contractor shall provide an easily identified “quick disconnect” method to enable the Department’s staff to immediately terminate contact between the Contractor’s canteen system and outside communications whenever institutional security is threatened. Said “quick disconnect” method shall not endanger records of previous transactions.
 - o. The Department shall not be responsible for loss of data or loss of sales due to any interruption in service caused by deactivating or reactivating of the canteen system by Department staff, including shut-down via “quick disconnect”.
 - p. Under no circumstances shall the Contractor’s point-of-sale equipment be configured in such a way as to allow for user access to the Internet or Department’s Intranet.
3. Other Technical and Operational Requirements

The Department will designate an individual to act as OIT Liaison for purposes of approving or coordinating approval of system functions where such functions may impact the Department’s computer network.

In addition to the system requirements enumerated above, the following additional technical and operational requirements shall apply:

- a. Prior to implementation of Contractor’s system, the Contractor shall provide to the Department’s OIT Liaison a User Manual and a Technical Manual. The User Manual shall

contain detailed instructions for any interfaces that will be used by Department employees. Those instructions shall be written in language that is easy to understand and follow by individuals possessing minimal computer experience. The intended audience of the Technical Manual will be technicians and programmers within the Department's Office of Information Technology. The Technical Manual need not provide detailed support instructions since the Department will not be providing technical support for the Contractor's system. It shall however, contain a general overview of the system specifications and functions in order to assist OIT personnel in supporting the network on which it resides and operates. The Technical Manual shall include technical diagrams, where appropriate.

- b. The Contractor shall provide its own qualified technical support staff on-site during system installation and thereafter, when needed, to troubleshoot and correct system problems or outages. The Contractor shall ensure that subcontractors assigned to provide technical support, whether during installation or thereafter, pass a Department background check and follow local security procedures as determined by the Warden at each institution.
- c. The Contractor shall receive no technical support from Department Technical Staff for its system. The Department's technical staff shall however, provided support for the Local and Wide Area Networks.
- d. The Contractor shall provide service desk support whenever the canteens (including visitor park canteens) are in operation. The hours in which the Contractor's service desk is operational shall take into account that Department institutions are located in both Eastern and Central Time Zones.
- e. All problems encountered with the canteen system shall be reported to the Contractor's service desk whether the person reporting the problem is an employee of the Contractor or an employee of the Department. The Contractor's service/support desk shall maintain a log of all calls received which may be used to investigate complaints concerning adequacy of service.
- f. Any problems that are encountered with the Department's network, which the Contractor believes are affecting canteen operations, shall be reported to the Department's service desk by the Contractor's service/support desk. The Department's Information Technology Help Service Desk phone number is: (850) 487-1550 and toll free number is: (866) 859-1254.
- g. Under no circumstances shall the Contractor's service desk "refer" a caller back to the Department's service desk or other technical support staff. When a caller has contacted the Contractor's service desk for assistance, the Contractor's service desk shall follow through with the call until the problem is resolved and the details of the problem and its resolution have been recorded.
- h. At no time shall Contractor's employees operate Department-owned equipment, such as the systems which manufacture identification cards and at no time shall Department employees operate Contractor-owned equipment (other than point-of-sale devices operated by inmates) except as described in Section II., W., 2., k., for Department required deactivation ("lockdown") and reactivation of canteen systems.
- i. If Contractor's employees require computers for conducting Contractor business, the Contractor shall provide those computers. However, under no circumstances shall the Contractor connect Contractor-owned computers to the Department's primary network. Should Contractor employees require data communications access to the Contractor's corporate network, the Contractor shall request such access through the OIT Liaison and make mutually acceptable arrangements to accomplish that communication. If the

Contractor requires the ability to connect to/with Department's computer network from outside the Department's internal computer network, the Contractor shall, prior to such connection being established, provide to the OIT Liaison a detailed description of the Contractor's computer network and a detailed description of the security measures that the Contractor employs to provide data security to the Contractor's network infrastructure. If the Department does not approve of the security measures to be utilized, it shall notify the Contractor in writing via notification from the OIT Liaison (with a copy to the Contract Manager and Contract Administrator). The Contractor shall have a reasonable time period within which to modify its security measures to ensure that the Department's computer network is not negatively impacted by establishment of the connection.

- j. Contractor Access to the Department's Network: All access to the Department's network or access to Contractor's private network on the Department's property including but not limited to Dial-up, DSL, Cable and/or Satellite must first be approved by the Department's Chief Information Officer (CIO). To obtain this approval, the Contractor must submit a written request for the access together with their security policy/procedure and a network diagram of their proposed connectivity to the Department's Office of the CIO. After review, the CIO will make the final determination, providing a written response to the Contractor's request. Any proposed data communication from an outside non-law enforcement entity must be implemented via a LAN to LAN Virtual Private Network (VPN). This VPN service is provided by the Department of Management Services (DMS) at the request and expense of the Contractor. Access by law enforcement is provided through the Criminal Justice Network (CJNET), administered by the Florida Department of Law Enforcement. The Contractor must agree to follow all of the Department's Information Technology Procedures including but not limited to Personal Computers (PC), peripherals, Security and Network access.
- k. Security of Information Technology Equipment: All PC's must be located within secured (locked) offices. No PC will be unattended without a Password protected Screen saver configured. All vendor PC's must meet minimum OIT standards including a fully functioning up to date antivirus and spy-ware detection software approved by OIT. This software must update continuously on a daily bases. USB Flash Drives are not permitted behind a secure perimeter, without written approval from the CIO. All locations will have the ability to disconnect/disable communications from outside the perimeter to eliminate the ability to communicate between PC's within or outside the facility.
- l. Internet Access: All computers (including contractor equipment) will only be used to conduct the "official business" or business contracted by the state. No Department employee, consultant, contract employee or vendor will use the Department's Internet Services for non-work related purposes.
- m. Services which allow the Contractor to manage its technology infrastructure remotely (from outside of the Department's internal network) shall be coordinated with and approved by the Department's OIT Liaison or designee and any associated costs of such services shall be borne by the Contractor. This section refers to direct costs charged by the service provider which provides said remote connection capability to the Contractor. It does not refer to costs to the Department which are covered elsewhere under operating expenses.
- n. Prior to completion of full-service implementation, the Contractor shall provide a disaster recovery system acceptable to the Department which provides for a means to manage the canteens in the event of a catastrophic event. The Department may require that said disaster recovery system be tested as a part of the Department's normal disaster recovery exercises. If the Department does not approve of the disaster recovery system proposed, it shall notify the Contractor in writing via notification from the OIT Liaison (with a copy to the Contract

Manager and Contract Administrator). The Contractor shall have a reasonable time period within which to modify its disaster recovery system to the Department's satisfaction.

4. Exchange of Canteen Sales and Inmate Information

The Department operates a centralized mainframe system for statewide Inmate Trust Fund processing and accounting. Data must be exchanged daily between the inmate's account on the mainframe and the Contractor's canteen using File Transfer Protocol (FTP) at the time specified by the Department. The Contractor must provide a single centralized interface with the Department's Inmate Trust Fund System as illustrated in Attachment D. The Department will assume no responsibility for sales to inmates with insufficient funds caused by contractor's failure during the data file exchange.

5. Information Security

The Contractor's software must be written and function in a secure manner free of bugs and not contain any vulnerability that could jeopardize the Department's information security or network. At a minimum workstations and servers will be managed by a comprehensive Patching and Vulnerability management program. This will include virus protection and a patching utility. The Department reserves the right to review the software at anytime for compliance.

Industry standard programming standards (i.e. COBIT) should be adhered to and documented. This documentation can be reviewed by the Department at anytime. A documented Information System Development Methodology (ISDM) approved by the Department will suffice for programming standards.

Changes to the production environment (hardware and software) must be pre-approved and flow through OIT's Change Management Process.

The Contractor will maintain an Information Security Awareness program. This program will be designed to keep users of the system up to date on cyber security events capable of compromising the system and or network.

6. Software Escrow/Source Code Agreement

a. This Section only applies to the pre-existing and proprietary software applications owned by the Contractor for use in the contracted services performed by the Contractor. The Contractor will provide programmers guidance and documentation and all programming source code of such applications. Source code and programmers guidance documents will be used by the Department's staff only in the event that the Contractor is unable to continue doing business during the term of the Contract, to include, but not be limited to:

- (1) the filing of a petition in bankruptcy court (unless filed for purposes of reorganization) by or against the Contractor, and the failure of the bankruptcy trustee or debtor in possession to either assume or perform under this Contract, or to have the bankruptcy proceedings, terminated with forty-five (45) days after the filing of such petition, or
- (2) the Contractor's failure to continue in business without a successor, or
- (3) an adjudication by a court of competent jurisdiction that the Contractor has failed to provide in a material respect the obligations under this Contract.

b. The delivery of the software, source code, and documentation shall be provided on CD-ROMs and at minimum the delivery will contain:

- (1) The Software Application in its entirety (i.e., the compiled software executable, its associated companion files);
- (2) The complete software source code for the software application;
- (3) The build instructions for the source code;
- (4) The database format;
- (5) The system requirements required to operate;
- (6) The programming guidance documentation; and
- (7) A "README" file cataloging the data and files contained on each CD-ROM

c. Additionally, the Department will not release the source code or programming documentation to others, other than for the purpose of modifying the software for the Department's use.

X. Inmate Canteen Accounts

Only inmates, who have an account through the Inmate Trust Fund System, are in proper possession of a Department identification card and who are not otherwise restricted, are allowed to purchase canteen items. Identifying information is contained in a UV-protected barcode on the inmate's identification badge, including date of birth (8 characters), card number (2 characters) and DC number (6 characters).

The Contractor will provide a methodology to allow the Department to activate and/or deactivate a canteen account for various reasons, including transfer of the inmate and generation of a new ID card. Activation for a newly received inmate must trigger a daily download of canteen spending limit information from the Inmate Trust Fund. These processes may occur at any time of the day or night, twenty-four (24) hours a day, 365 days a year.

Y. Minority/Service Disabled Veteran Business Utilization and Reporting

The Contractor is encouraged to purchase canteen products from certified minority/service disabled veteran businesses in carrying out the provisions of this Contract. Subcontractors will only be considered to be certified minority/service disabled veteran business enterprises if they meet qualifications as defined under Section 288.703 and Section 287.0943(7), Florida Statutes. The Contractor shall report any certified minority/service disabled veteran business utilization using the following process: Reporting of certified minority business enterprise information shall include the minority vendor name and address, the minority code as designated by the Florida Department of Management Services, a brief description of the item(s) purchased and the dollar amount of item(s) purchased. This report shall be forwarded to the Department's Minority Business Coordinator by tenth calendar day of each month following the month of purchase. The Contractor shall provide monthly reporting on, and verification of, all dollars expended with regard to purchases from CMBE/SDVBE's to:

Jane Broyles, Minority Business Coordinator
Department of Corrections
Bureau of Procurement and Supply
2601 Blair Stone Road
Tallahassee, Florida 32399-2500

Z. Inmate Complaints/Grievances

Inmates have the opportunity to file grievances about any aspect of their incarceration, including the provision of canteen products. Any grievances filed by inmates regarding canteen products shall be referred to the Contractor's Representative or designee, identified in Section IV., D, who shall review the informal grievance and provide information to the Warden or his/her designee for

response, as necessary. The Contractor shall furnish all information in a timely manner and in keeping with all applicable response deadlines. Any grievances not satisfied at the institutional level can be appealed by the inmate to the Bureau of Inmate Grievance Appeals for resolution. The Contract Manager reserves the right to resolve grievance matters on the Department's behalf. The Contractor shall provide canteen services within the parameters as defined in Section II., Scope of Service and as directed by the Department.

AA. 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. Inmate Pay Report: The Contractor shall provide the Contract Manager or designee with a report identifying the inmates that have worked in the canteens for the previous month. This report shall be submitted no later than the fifth (5th) working day of each month. The report shall be submitted on a Microsoft Excel spreadsheet in the Department's designated format.
2. Ad Hoc Reports: The Department reserves the right to require ad hoc reports, other information pertaining to Contract compliance or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates or other parties. The Contractor shall submit the report or information in not less than seventy-two (72) hours after receipt of the request. When time is of the essence, the Contractor will make every effort to answer the request as soon as possible so that the Department can respond to the authority or party making the request.

BB. Performance Measures

The Department desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract. Therefore, 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:

1. 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.

a. Per Diem Payment

Outcome: All Electronic Funds Transfer (EFT) monthly per diem payments due to the Department shall be timely received (within fifteen (15) calendar days after the final day of the previous month).

Measure: The number of days from the first day of the month to the date payment is received by the Department.

Standard: One hundred percent (100%) of payments shall be timely received. This performance outcome shall be measured on a monthly basis.

b. ACA Accreditation

Outcome: The Contractor shall maintain full ACA accreditation for canteen operation services at currently accredited institutions.

Measure: ACA Accreditation shall not be lost as a result of failure to maintain canteen area operations in accordance with ACA standards.

Standard: One hundred percent (100%) of ACA Accreditations for Canteen Operations Services shall be maintained. This performance outcome shall be measured yearly in accordance with the ACA audit at the respective institution.

c. Inventories

Outcome: One hundred percent (100%) of all products (on the Master Canteen Products List not including Weekly or Quarterly Order products) shall be maintained in inventory at each canteen (inmate canteen and visiting park canteen) and 100% of all Weekly Order Products shall be maintained in inventory at the facility.

Measure: On-site review of actual inventory at any canteen or storage area within an institution or under that institution's purview at any period during the quarter.

Standard: A minimum of ninety-eight percent (98%) of all products (on the Master Canteen Products List not including Weekly and Quarterly Order Products) shall be maintained in inventory at each canteen (inmate canteen and visiting park canteen) and ninety-eight percent (98%) of Weekly Order Products shall be maintained in inventory at the facility. This performance outcome shall be measured quarterly for each Department institution at which canteens are in operation.

By execution of this Contract the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above.

2. Other Contract Requirements

Measure: The Department will monitor the Contractor's performance to ensure maximum compliance with other contract requirements including, but not limited to the following.

- a. All Corrective Action Plans shall be timely submitted (when applicable); and
- b. Terms and Conditions of the Contract not involving delivery of services listed above.

Standard: The Contractor shall achieve 100% compliance after the time frames allowed for corrective action on identified deficiencies. Performance shall be measured on a monthly basis beginning the second month after services have been implemented except if earlier action is determined necessary by the Contract Manager.

CC. Monitoring Methodology

1. Performance Outcomes and Standards

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery at each institutional site to determine if the Contractor has achieved the required level of performance for each Performance Outcome and Standard identified in Section II., BB., 1, on a semi-annual basis. If the Department determines that Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal contract communication in accordance with Section II. C. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes and Standards identified in Section II., BB., 1., however, this shall not negate the fact that a performance outcome and

standard has not been met and that liquidated damages will be imposed. In the event the Department determines that liquidated damages should not be imposed, the Contractor shall still correct all non-compliant service delivery within thirty (30) calendar days of written notice.

2. Other Contract Requirements

The Department shall monitor Contractor's compliance with all other contract requirements as determined necessary but no less than once a year. (Final Contract Monitoring tool to be developed by the Bureau of Institutional Support Services in accordance with the requirements of this Contract). Such monitoring may include, but is not limited to, both announced and unannounced visits. The Department's Contract Manager or designee for Contract Monitoring will provide an oral exit report at termination of each site visit and a written monitoring report to the Contractor within three (3) weeks of the visit. Non-compliance issues identified by the Contract Monitor or designee will be identified in detail to provide opportunity for correction.

Within ten (10) calendar 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, designee for Contract Monitoring or other designated Department staff members may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits.

During follow-up monitoring, any noted failure by the Contractor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP may result in application of Liquidated Damages as specified in Section II., DD., 2.

3. Repeated Instances of Failure

Repeated failure to meet either the Performance Outcomes and Standards or Other Contract Requirements or to correct deficiencies may, in addition to imposition of liquidated damages, result in determination of Breach of Contract, and/or termination of the Contract in accordance with Section VI., Termination.

DD. Liquidated Damages (General)

By executing this Contract, 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. 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.

1. Liquidated Damages For Failure to meet Performance Outcomes and Standards

The Contractor hereby acknowledges and agrees that its performance under the Contract must meet the Performance Outcomes and Standards set forth in Section II., BB., 1. If the Contractor fails to meet any Performance Outcome and Standard, the Department will impose Liquidated Damages as indicated below:

- a. Per Diem Payment: For failure to comply with the Performance Outcome and Standard identified in Section II., BB., 1., a., the Department will impose liquidated damages of five thousand dollars (\$5,000.00) per day for each work day past the fifteenth (15th) day that the EFT has not been received. This shall be assessed on a monthly basis.
- b. ACA Accreditation: For failure to comply with the Performance Outcome and Standard identified in Section II., BB., 1., b., where the Contractor fails to maintain ACA Accreditation for canteen operation services, the Department will impose liquidated damages in the amount of two thousand five hundred dollars (\$2,500.00) per institution for the loss of accreditation due to canteen operations. This shall be assessed on an annual basis per institution, depending on the date of the ACA audit.
- c. Inventories: For failure to comply with the Performance Outcome and Standard identified in Section II., BB., 1., 3., the Department will impose liquidated damages of five thousand dollars (\$5,000.00) for each institution that does not maintain a minimum of 98% of on-hand inventory. This may be assessed on a quarterly basis per institution (including all DC sites under that institution's purview).

Repeated failure to meet an established Performance Outcome and Standard, for a consecutive monitoring period will result in liquidated damages being doubled.

2. Liquidated Damages For Other Contract Requirements

For failure to meet other contract requirements, set forth in II., BB., 2., liquidated damages will be imposed as follows:

- a. Failure to Timely Submit Corrective Action Plan (CAP) (addressing Other Contract Requirements)

In the event that the Contractor receives a Monitoring Report requiring a Corrective Action Plan (CAP) to be submitted and fails to submit a CAP responding to each specified written deficiency within the time frames specified in Section II., CC., liquidated damages in the amount of five thousand dollars (\$5,000.00) per CAP not timely submitted will be imposed.

- b. Failure to Timely Correct Identified Contract Deficiencies

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the time frames indicated in the CAP, liquidated damages in the amount of one thousand dollars (\$1,000.00) per day per institutional site where deficiencies have not been timely corrected shall be imposed until such time as all noted deficiencies are corrected.

The Department has the discretion to extend any timeframe indicated in Contractor's CAP as indicated in Section II., CC.

EE. Deliverables

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

1. Timely submission of commission payments.
2. Canteen services as described in this Contract.
3. Compliance with Other Contract Requirements.

FF. Contract Termination Requirements

1. The Contractor shall submit a plan to the Contract Manager no less than one hundred-eighty (180) calendar days prior to intended contract termination outlining steps for transition of service upon contract expiration or in the event of contract termination. The plan shall set forth the date and time of transfer of responsibility by the Contractor to the entity assuming service, with a schedule for each institution.
2. During any transition period resulting from cancellation or termination of the Contract, the Contractor shall work cooperatively with the entity assuming service to maintain services in accordance with contract provisions.
3. Information Technology Equipment/Software: Upon termination of service delivery, whether resulting from expiration of the contract or termination for any reason except Termination at Will by the Department, the Contractor, shall provide the use of the existing information technology equipment/software to the Department or the Department's Contractor for six (6) months after the end date of the Contract and at no cost to the Department.

If the Department initiates Termination at Will, then the Contractor shall provide the use of the existing information technology equipment/software to the Department or the Department's Contractor, on a month to month basis for \$15,000 per month after the end date of the Contract for a period not to exceed six (6) months.

III. COMPENSATION

A. Payment and Invoices

1. Guaranteed Per Diem Payment to the Department

Regardless of the amount of gross sales, the Contractor will compensate the Department in an amount of \$0.96 per day per inmate based on the Department's Average Daily Population. The Department will begin to receive the \$0.96 payment for the inmate population all institutions or facilities that provide canteen services beginning on March 29, 2009. Compensation shall be paid for each calendar day of each contractual year. Payment of the per diem amount shall be tendered to the Department by Electronic Funds Transfer (EFT) to a specified Department account within fifteen (15) days after the final day of the previous month.

2. 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). A Form PUR 3777, Notice of Transaction Fee Exemption, has been filed by the Department.

3. Contractor Payment Submission

Contractor agrees to submit payment on a monthly basis. The Department shall provide a monthly invoice to the Contractor based on the total inmate man-days for the month. The monthly invoice amount shall equal the total inmate man-days for the month multiplied by the per diem rate. The Contractor shall remit the total monthly per diem payment broken down into two submittals: One submittal comprised of a per diem per inmate of .0245 cents to be paid to the Department to recoup operating costs and a second submittal consisting of the remaining amount of the monthly per diem (\$0.9355) due to the Department. Payment shall be due and tendered to the Department by Electronic Funds Transfer (EFT) to a specified Department account within fifteen (15) days after the final day of the previous month.

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, FL 32317-3600

The Contractor shall provide the payment by Electronic Funds Transfer (EFT) to a specified Department account within fifteen (15) calendar days after the final day of the previous month.

In order to coordinate Electronic Funds Transfers for payments of revenue generated under this Contract, the Contractor must contact Brenda Rivera (850) 410-0785 in the Department's Bureau of Finance and Accounting, Post Office Box # 12100, Centerville Station. Tallahassee, FL 32317-2100.

4. Accounting Responsibilities and System Access

The Department's Bureau of Finance and Accounting, General Revenue and Inmate Trust Fund systems exchange accounting information with the Contractor. Therefore, the Inmate Trust Fund staff requires and Contractor agrees to provide, access to the Contractor's system. This section describes the accounting responsibilities for remitting of canteen sales, canteen catalog orders, and canteen operator shortages.

The Department's Inmate Trust Fund Accounting system is responsible for the remittance to the Contractor of the following:

- a. Weekly total gross canteen sales collected.
- b. Quarterly total gross canteen catalog order sales collected. Quarterly orders are processed in February, May, August and November.
- c. Funds collected for the purchase of electronics by Death Row inmates.

B. 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.

C. 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:

Charlie Terrell, Chief
Bureau of Support Services
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: 850-410-4278
terrell.charlie@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. Evaluate the Contractor's performance;
4. Verify receipt of deliverables from the Contractor;
5. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
6. 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; and
3. Review, verify, and approve invoices from the Contractor.
4. Will e-mail the Contract Manager that the work is completed, and fax any documentation relating to the service.

The Local Contract Coordinator for this Contract will be:

Lynn Hart, Assistant Chief
Bureau of Support Services
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: 850-410-4271
hart.lynn@mail.dc.state.fl.us

B. Department's OIT Liaison

The OIT Liaison for this Contract will be:

Marty Altman, Chief
Bureau of Technology Services
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: 863-767-4518
altman.marty@mail.dc.state.fl.us

The OIT Liaison or his designee will perform the information technology tasks identified in the Scope of Service as well as the following functions:

1. Serve as the liaison between the Department and the Contractor for information technology issues.
2. Coordinate OIT personnel to facilitate transition services at each institution.
3. Inspect any and all of the Contractor's information technology equipment.
4. Approve safeguards and access control (including remote access) for Contractor's computers.
5. Approve the location of the Contractor's "central server."
6. Coordinate approval of system functions where such functions may impact the Department's computer network.
7. Coordinate the Department's technical staff in the provision of support for the Local and Wide Area Networks.

8. Approve Contractor's disaster recovery plan.
9. Approve the ISDM and any changes to the Contractor's production environment (hardware/software).

C. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Robert E. Staney, Chief
Bureau of Procurement & Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-6671
Fax: (850) 922-5330
Email: staney.bob@mail.dc.state.fl.us

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.

D. Contractor's Representative

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

Marcus A. Perez, Vice President of Sales
Keefe Commissary Network, L.L.C.
1371-1 Tradeport Drive
Jacksonville, FL 32218
Telephone: (904) 741-6776
Fax: (904) 741-6963
mperez@keefegroup.com

E. 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.

V. CONTRACT MODIFICATION

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

A. 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 service that affect the Contractor's ability to provide the services as specified herein.

B. Other Requested Changes

In addition to changes pursuant to Section V., A., 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 Deputy Assistant Secretary of Institutions – Institutions, 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

This Contract may be terminated by the Department upon no less than ninety (90) calendar days notice, without cause, or by the Contractor upon no less than one hundred eighty (180) calendar days notice, 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 this Contract occurs by the Contractor, the Department may, by written notice to the Contractor, terminate this 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 this Contract.

VII. CONDITIONS

A. Records

1. Public Records Law

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapters 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with this Contract. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of this 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 this 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 this 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 this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and 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 four (4) objectives listed below, to the extent applicable to the items/services covered by this Contract.

Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Procurement and Supply, Department of Corrections, 2601 Blair Stone Road, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified in this Contract.

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. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to be utilized under 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 at 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. If applicable, the Contractor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. 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. 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>.

If applicable, the Contractor shall submit a plan describing how it will address the use of RESPECT in offering the items under this Contract.

4. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), 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 corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>.

If applicable, the Contractor shall submit a plan describing how it will address the use of PRIDE in offering the items under this Contract.

C. 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 and 287.045, Florida Statutes.

D. 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.

E. 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 this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

F. 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 this Contract.

G. 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.

H. Indemnification

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 this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

I. 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.

J. 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.

K. Disputes

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

L. 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.

M. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving prior 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 this 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 (½) 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.

N. 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 this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

O. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this 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.

P. Substitution of Key Personnel

In the event the successful Contractor desires to substitute any key personnel submitted with his/her bid, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

Q. Severability

The invalidity or unenforceability of any particular provision of this 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 this 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., D., 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 since March 31, 2003, 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. 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.

Z. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit 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.

AA. 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.

BB. Cooperative Purchasing

As provided in Section 287.042(16)(a), Florida Statutes, other State agencies may purchase from this Contract, provided that the Department of Management Services has determined that the Contract's use is cost effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein. In addition, other political subdivisions may also purchase from this Contract at the discretion of the Contractor. Entities purchasing from this Contract assume and bear complete responsibility with regard to performance of any contractual obligation or term.

CC. Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, 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 in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department required changes to the technical specifications and/or scope of service that affect the

Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal Contract Amendment.

DD. Performance Guarantee

The Contractor shall furnish the Department with a Performance Guarantee in the amount of one million dollars (\$1,000,000.00) that shall be in effect yearly for a time frame equal to the term of the Contract. The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager within thirty (30) days after execution of this Contract. Upon renewal of this Contract, the Contractor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

Based upon Contractor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the contract or for the remaining contract period, including the renewal.

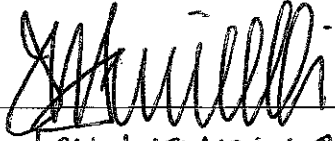
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Waiver of breach of any provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

This Contract and any attachments or exhibits if included, ITB # 08-DC-8046 and the contractor's response to the ITB, 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.

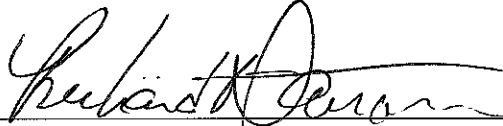
IN WITNESS THEREOF, the parties hereto have caused this Contract to be executed by their undersigned officials as duly authorized.

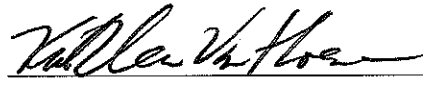
**CONTRACTOR:
KEEFE COMMISSARY NETWORK**

SIGNED BY: 
NAME: JOHN PURICELLI
TITLE: EXEC VP/EM
DATE: 3/13/09
FEID #: 431856999

DEPARTMENT OF CORRECTIONS

Approved as to form and legality,
subject to execution.

SIGNED BY: 
NAME: **Richard D. Davison**
TITLE: **Deputy Secretary
Department of Corrections**
DATE: 3/26/09

SIGNED BY: 
NAME: **Kathleen Von Hoene**
TITLE: **General Counsel
Department of Corrections**
DATE: 3/17/09

ATTACHMENT A –MASTER CANTEEN PRODUCT LIST (March 2009)

INMATE CANTEEN MENU

Item Description		
Tobacco and Accessories		
		As of 4/1/09
BASIC, Full Flavor, King-size, pack	\$2.39	\$3.75
BASIC, Menthol, King-size, pack	\$2.39	\$3.75
MARLBORO, King-size, pack	\$3.76	\$4.47
NEWPORT, King-size, pack	\$3.50	\$4.21
TOP, Menthol, box/pouch, .65 oz.	\$1.69	\$3.46
TOP, Regular, box/pouch, .65 oz.	\$1.69	\$3.46
REDWOOD, 1.2 oz. can	\$3.95	\$4.02
SKOAL, Wintergreen, 1.2 oz. can	\$4.75	\$4.82
TOP, Cigarette Papers, 100 pack	\$0.62	\$0.78
Lighters, CALICO, ea.		\$0.53
Toiletries		
Baby Powder, GOOD SENSE, 4 oz.		\$1.29
Conditioner, ALBERTO VO5, 15 oz.		\$1.09
Denture Adhesive, EFFERGRIP, 2.5 oz.		\$4.12
Denture Bath, SEA-BOND, ea.		\$1.76
Denture Toothpaste, FRESH N BRITE, 3.8 oz.		\$3.24
Hair Dressing, DUKE, 3.4 oz.		\$2.02
NOXEMA, Skin Cream, 2.5 oz. plastic jar		\$2.39
Shampoo, ALBERTO VO5, 15 oz.		\$1.09
Shampoo, Dandruff, HEAD & SHOULDERS, 14.2 oz.		\$4.89
*Soap, IVORY, 3.1 oz. (no boxes)		\$0.40
*Soap, DIAL Anti Bacterial Deodorant Soap, Gold, 4 oz (individually wrapped)		\$0.93
Sunblock, GOOD SENSE, SPF 30, 4 oz.		\$3.21
Toothpaste, COLGATE, Gel, 4.2 oz.		\$3.41
Toothpaste, COLGATE, W/ Mouthwash, Icy Blast, 4.6 oz.		\$3.41
Sundry		
Comb, Pocket, 5", NEW WORLD, Black Plastic		\$0.25
Cotton Swabs, Q-TIP, 170 ct.		\$2.39
Emery Boards, TRIM, #62500, 10 ct.		\$0.99
*Floss Loops, 30ct., LLP		\$1.78
Nail Clippers, (no file), TRIM		\$1.49
*Cross-Strap Flip Flop(Lg)		\$0.94
*Cross-Strap Flip Flop (Med)		\$0.94
*Cross-Strap Flip Flop (Sm)		\$0.94
*Cross-Strap Flip Flop (XLg)		\$0.94
* Soap Dish, Two Piece, Clear		\$0.99
* Toothbrush Holder, Two Piece, Clear		\$0.99
Toothbrush, Soft, COLGATE, (Cello Wrapped)		\$0.45
Health Aids		

Item Description	
Antacid, ROLAIDS , Peppermint, 12 tablet, roll	\$0.99
Anti Fungal Cream, TINACTIN , ½ oz.	\$6.39
Cough Drops, HALLS , Mentho-Lyptus, 9 count	\$0.99
Lip Balm, CHAPSTICK , .15 oz.	\$1.79
Nasal Spray, GOOD SENSE , 1.5 oz.	\$2.49
Pain Reliever, Non Aspirin, TYLENOL , Extra Strength, 1 pouch 2 caplets	\$0.29
Vitamins, ONE A DAY , Advanced Formula, Maxium, 60 ct.	\$7.99
Candy	
CERT'S , Peppermint, .72 oz.	\$0.89
HERSHEY'S , Milk Chocolate, 1.55 oz	\$0.89
JOLLY RANCHER'S , Original Assortment, 3.7 oz.	\$0.98
M&M , Peanut, 1.74 oz.	\$0.89
SNICKER'S , 2.07 oz.	\$0.89
Soft Peppermint Balls, STEWART CANDY CO. , 2.5 oz.	\$0.80
Sugar Free, Chocolate Candy, HERSHEY'S , 3 oz.	\$1.99
Cookies/Snacks	
Beef and Jalapeno Cheese Sticks, JACK LINK'S , 1.2 oz.	\$1.29
Cereal Bar, KELLOGG'S , Nutra Grain, Apple Cinn, 1.3 oz.	\$0.79
Chewy Trail Mix Bar, NATURE VALLEY , Mixed Berry, 1.2 oz.	\$0.79
Chex Mix, Traditional, GENERAL MILLS , 3.75 oz.	\$1.59
LAYS , Plain Chips, Classic, 2.75 oz	\$1.29
LAYS , BBQ, Chips, 2.75 oz	\$1.29
LAYS , Sour Cream and Onion Chips, 2.75 oz	\$1.29
LAYS , Corn Chips, Original, 2.75 oz	\$1.29
DORITOS , Nacho Cheese 3.58 oz	\$1.29
Pork Skins, MAC'S , 1.75 oz.	\$0.99
CLOVERHILL , Bear Claw, 4.25 oz.	\$1.49
CLOVERHILL , Chocolate Iced Jumbo Donut, 4.5 oz.	\$1.49
CLOVERHILL , Chocolate Iced Honey Bun, 4.75 oz.	\$1.49
MRS. FRESHLEY'S , Honey Bun, Grand, Iced, 6oz.	\$0.99
Cookies, Marias, GALLETAS , 6 oz.	\$0.75
Cookies, UNCLE AL'S , Banana Cremes, 5 oz.	\$0.69
Cookies, UNCLE AL'S , Chocolate Chip, 5 oz.	\$0.69
Cookies, UNCLE AL'S , Peanutbutter Cremes, 5 oz.	\$0.69
Cookies, UNCLE AL'S , Strawberry Cremes, 5 oz.	\$0.69
Crackers, Cuban, GILDA , 3 oz.	\$0.57
Crackers, Peanutbutter, LANCE , Toast Cheese, 1.38 oz.	\$0.59
* Crackers, Saltine, 4 oz. (Packaged for resale)	\$0.62
Crackers, RITZ , 4 oz.	\$1.89
Dill Pickle, VAN HOLTEN'S , 5-6 oz.	\$0.99
Oatmeal, Instant, QUAKER , Cinnamon Roll 1.51 oz.	\$0.39
Oatmeal, Instant, QUAKER , Maple Brown Sugar, 1.51 oz.	\$0.39
Oatmeal, Instant, QUAKER , Regular, .98 oz.	\$0.39
Peanuts, Salted, PLANTERS , 1.75 oz.	\$0.59
Pop Tarts, KELLOGG'S , 3.67 oz. (Frosted Fruit Flavored Only) (2pk.)	\$0.89

Item Description	
Squeezer, PORTION PAC , Cheddar Cheese, 1 oz.	\$0.35
Squeezer, PORTION PAC , Jalapeno Cheese, 1 oz.	\$0.35
Squeezer, SQUEEZ-UMS , Peanut Butter, 1.12 oz.	\$0.27
Sunflower Kernels, PLANTERS , 3 oz.	\$.89
Frozen	
Beef Charbroil w/BBQ, "BIG AZ", PIERRE FOODS , 8.1 oz.	\$2.50
Beef Charbroil w/Cheese, FAST CHOICE , 4.85 oz	\$1.50
Breaded Pork Chop, " FAST CHOICE ", 5.35 oz.	\$2.00
BubbaTwins Chili Cheese Dogs, PIERRE FOODS , 8.5 oz.	\$2.50
Country Fried Breast Patty w/Cheese, PIERRE FOODS , 9.20 oz.	\$3.00
Ham & Cheese Sandwich, PIERRE FOODS , 4.6 oz.	\$1.50
Sausage, Biscuit, Twins, FAST BITES , 3 oz.	\$1.25
French Bread Pepperoni Pizza, BETTER BAKED FOODS , 5.0 oz.	\$2.50
Half Pound Beef & Bean Burrito, EL PUESTO DE PEDRO , 8.00 oz.	\$2.50
Ice Cream Bar, SNICKERS , 3.3 oz.	\$1.49
Ice Cream Sandwich, DECONNA , 4.1 oz.	\$1.00
Nutty Buddy Cone, DECONNA , 4 oz.	\$1.00
Original Vanilla, KLONDIKE , Bar, 5.5 oz.	\$1.50
Entrees	
Beef Stew, ARMOUR , 8 oz.	\$1.28
Chili W/Beans, Western Hot Style, ARMOUR , 8 oz.	\$1.28
Flour Tortillas, OLD EL PASO , 6", 10 count, 8.2 oz.	\$1.99
Soup – Beef, MARUCHAN , pouch, 3 oz.	\$0.45
Soup – Chicken, MARUCHAN , pouch, 3 oz.	\$0.45
Soup – Beef, Low Sodium, MARUCHAN , pouch, 3 oz.	\$0.45
Soup – Chicken, Low Sodium, MARUCHAN , pouch, 3 oz.	\$0.45
Tuna, In Water, STAR-KIST , pouch, 2.6 oz.	\$1.50
Condiments	
A-1 Steak Sauce , Indv., .5 oz.	\$0.34
Creamer, CARNATION , Coffee Mate, Non Dairy, 3.00 gm. Pk.	\$0.04
Ketchup, Indv., HUNTS , 9 gm. Pk.	\$0.02
Mayonnaise, Indv., KRAFT , 9 gm. Pk.	\$0.04
Mustard, Indv., FRENCH'S , 5.5 gm. Pk.	\$0.02
Plastic Spoon, ea.	\$0.02
Soy Sauce, KIKKOMAN , Single Pack, .25 oz.	\$0.06
Sugar Indv., DIXIE CRYSTAL , 3.5 gm Pk.	\$0.02
Sugar Sub, EQUAL , 1.00 gm. Pk.	\$0.02
Sweet Pickle Relish, Indv., PORTION PAC , 9 gm. Pk.	\$0.04
Drinks	
Cocoa, Indv., NESTLES , .71oz.	\$0.20
Coffee, Indv., Decafe, SANKA , 1.9g	\$0.24
Coffee, Indv., Select Roast, MAXWELL HOUSE , 1.7g	\$0.19
Coffee, Instant, NESCAFE , resealable, 4 oz. pouch	\$3.85
Cola, COKE , 12 oz. can	\$0.89
Cola, DIET COKE , 12 oz. can	\$0.89

Item Description	
Cola, SPRITE , 12 oz. can	\$0.89
Tea, Individual Bags, NESTEA	\$0.04
Tea, NESTEA , 12 oz. can	\$0.89
Personal Property	
* ADVANCE , Water Resistant Sports Watch #40823X, w/Battery	\$4.69
AM/FM Radio w/Earbud, GPX , R2825, Clear	\$16.68
Digital Radio, AM/FM w/earbud, SONY , SRF-M35FP, Clear	\$35.85
BRAUN , 370 Twist Razor, Battery Power	\$14.99
Combination Lock, MASTER , Series V-68	\$6.59
Headphones, Replacement, HP-6, KOSS	\$11.00
Miscellaneous	
Batteries, AA, Alkaline, ENERGIZER , 2 pk.	\$1.75
Batteries, AAA, Alkaline, ENERGIZER , 2 pk.	\$1.75
*Blue Mesh Bag for carrying canteen items (18x12x6)	\$3.00
*Calendar, Wall, 1 Year, Glue Binding (12x12 when closed)	\$3.08
Cards, Playing, Pinochle, AVIATOR	\$2.49
*Cards, Playing, COLD CASE	\$2.19
Checkers Set, PRESSMAN	\$2.49
Chess Set, PRESSMAN	\$2.49
*Clip-On Sunglasses	\$3.74
*Sunglasses, Non Reflective, Black Plastic Frame	\$1.00
*Cup, Coffee Mug, 1 piece Molded Plastic w/Handle 12 oz.	\$0.99
Dominoes, Double Nine, PRESSMAN	\$2.95
Dominoes, Double Six, PRESSMAN	\$2.49
*Envelope #10 White, each	\$0.15
*Envelope 10x13 White, each	\$0.22
Handkerchiefs, HAV-A HANK , (White Only) 1 ea.	\$1.19
Insect Repellant, CUTTER , Stick, 1 oz.	\$4.80
*Mirror, Plastic, Non-Breakable, No Magnet, 6"X4.5"	\$1.50
*Notebook Paper 8-1/2" X 11" White 150 ct. College Rule	\$2.19
Pen, Black, Stick Md. Pt., BIC	\$0.16
Pen, Security, Black, RESPECT OF FLORIDA	\$0.65
*Pencil (#2)	\$0.10
*Photo Album, No Metal, 10 Sheet, Generic #21638	\$1.00
Photo Ticket, ea. (tax included)	\$2.00
*Plastic Cup, No Lid, 22 oz.,	\$0.33
*Poncho, Clear Vinyl, 50" x 80"	\$2.99
*Racquet Balls, 2 pack	\$2.52
Replacement Earpads, Black, KTX-6 , ea	\$0.30
Scrabble Game, PARKER BROTHERS	\$19.19
Shoe Laces, KIWI , 54"	\$1.79

Item Description		
Shoe Polish, Black, Liquid, KIWI , 2.5 oz.		\$5.99
Wallet, No Metal, Basic Editions		\$3.20
*Washcloth, White, 1 lb/dz, style 90		\$1.32
*Watch Band, Nylon, Velcro, Black		\$3.48
WEBSTER'S , Pocket Dictionary		\$5.85
*Executive Diary/Journal		\$6.49
Postage		
.01 Postage Stamp		\$0.01
.02 Postage Stamp		\$0.02
.03 Postage Stamp		\$0.03
.42 Postage Stamp		\$0.42
Male Only		As of 4/1/09
Hav-A-Tampa , Jewels, ea.	\$0.63	\$0.76
REDMAN , Chewing Tobacco, Large Size, pouch, 3 oz.	\$4.79	\$5.04
COPENHAGEN , 1.2 oz. can	\$4.69	\$4.76
BARBASOL , Brushless Shave Sensitive Skin 5 oz tube		\$4.49
MAGIC , Shave Cream, Tube, Regular, 6 oz.		\$3.59
MENNEN , Deodorant, Anti-Perspirant, Clear Gel, Fresh Scent, Speed Stick, 3 oz.		\$2.79
MENNEN , Deodorant, Active Fresh, Speed Stick, 3 oz.		\$2.79
*Hair Brush (no handle), wood		\$2.00
Female Only		
US SALES , Large Stud, Ear Rings, Pierced, pair		\$20.00
US SALES , Small Stud, Ear Rings, Pierced, pair		\$12.00
ALWAYS , Maxi Pads, Ultra Thin, Regular, w/flexi wings, 18 ct.		\$3.69
ALWAYS , Maxi Pads, Long Super, w/ flexi wings, 16 ct.		\$3.69
BLACK & WHITE , Bleaching Cream, .75 oz.		\$3.44
CARDINAL COMB , Hair Brush, Short Handle, Vented, Stiff, ea.		\$0.88
COVER GIRL , Blush, #117, Plum Plush, ea.		\$5.99
COVER GIRL , Blush, #135, Snow Plum, ea.		\$5.99
COVER GIRL , Blush, #180, Brick Rose, ea.		\$5.99
COVER GIRL , Eye Shadow, #215, Country Woods, ea.		\$6.99
COVER GIRL , Eyebrow Pencil, #500, Midnight Black, ea.		\$2.50
COVER GIRL , Eyebrow Pencil, #505, Midnight Brown, ea.		\$2.50
COVER GIRL , Foundation, Smoothers, #720, Creamy Natural, ea.		\$7.99
COVER GIRL , Foundation, Smoothers, #755, Soft Honey, ea.		\$7.99
COVER GIRL , Foundation, Smoothers, #770, Toasted Almond, ea.		\$7.99
COVER GIRL , Lipstick, #540, Midnight Mauve, ea.		\$6.99
COVER GIRL , Lipstick, #575, Really Red, ea.		\$6.99
COVER GIRL , Lipstick, #825, Nude, ea.		\$6.99
COVER GIRL , Pro All In One, Mascara, #010, Black, ea.		\$7.49
COVER GIRL , Pro All In One, Mascara, #015, Brown, ea.		\$7.49
DARK & LOVELY , Conditioner, 13.5 oz.		\$3.99

Item Description	
DARK & LOVELY , Perm Kit, Regular	\$6.49
DARK & LOVELY , Shampoo, 13.5 oz.	\$3.33
GOODY , Combs, Kant Slip, (Side) 2 Pk.	\$0.88
GOODY , Hair Claw, Large	\$2.12
GOODY , Hair Rollers, (Lg), 10 pk.	\$2.00
GOODY , Hair Rollers, (Med), 12 pk.	\$2.00
GOODY , Hair Rollers, (Sm), 14 pk.	\$2.00
GOODY , Pony Tail Holders, Ouchless, Elastic, (No Metal), 5 ea.	\$0.50
GOODY , Hair Net, White or Black, ea.	\$0.96
* Make Up Bag, Clear	\$5.99
LUSTER'S , Pink Oil, 8 oz.	\$4.99
MASSENGIL , Douche, Vinegar & Water, 6 oz. Extra Cleansing Vinegar and Water Twinpack	\$2.69
MENNEN , Deodorant, A/P, Clear Gel, Shower Fresh, 2.3 oz.	\$2.79
MENNEN , Deodorant, Gel, Powder Burst, 2.3 oz.	\$2.79
OIL OF OLAY , Quench Body Lotion, 8.4 oz.	\$5.99
PLAYTEX , Tampons, Unscented, (Regular), 16 ct.	\$4.99
PLAYTEX , Tampons, Unscented, (Super), 16 ct.	\$4.99
*Shower Cap, ea.	\$0.15
TRIM , Tweezers, Blunt, Carded	\$1.99
ULTRA SURF , Laundry Detergent, 2 oz.	\$0.75
ZEPHYRHILLS , Bottled Water, 1pt. 9 oz.	\$0.99

VISITING PARK MENU

Item Description	
Cookies/Snacks	
KELLOGG'S , Cereal Bar, Nutra Grain, Apple Cinn, 1.3 oz.	\$0.79
NATURE VALLEY , Chewy Trail Mix Bar, Mixed Berry, 1.2 oz.	\$0.79
LAYS , Plain Chips, Classic, 2.75 oz	\$1.29
LAYS , BBQ, Chips, 2.75 oz	\$1.29
LAYS , Sour Cream and Onion Chips, 2.75 oz	\$1.29
LAYS , Corn Chips, Original, 2.75 oz	\$1.29
DORITOS , Nacho Cheese 3.58 oz	\$1.29
MRS. FRESHLEY'S , Honey Bun, Grand, Iced, 6 oz.	\$0.99
Cookies, Chocolate Chip, FAMOUS AMOS , 3 oz.	\$0.99
Cookies, Oatmeal Raisin, GRANDA MA'S 2.5 oz.	\$0.59
Crackers, Peanutbutter, LANCE , 1.38 oz.	\$0.59
Crackers, W/Cheese, LANCE , 1.38 oz.	\$0.59
Microwave Popcorn, ACT II , Buttered, 3 oz.	\$0.79
Pudding, Chocolate, KRAFT , 3.5 oz.	\$0.50
Pudding, Vanilla, KRAFT , 3.5 oz.	\$0.50
Squeezer, SQUEEZ-UMS , Peanut Butter, 1 oz.	\$0.27
Sunflower Kernels, PLANTERS , 3oz.	\$.89
Fresh Fruits and Vegetables	
Garden Salad, FRESH EXPRESS , 6 oz. bag, (iceburg lettuce, carrots, red cabbage) bowl/spork provided by contractor	\$1.55

Item Description	
Apple Sauce, Original, MOTT'S , 4 oz.	\$0.50
Mandarin Orange Cup, DOLE , 4 oz.	\$0.74
Mixed Fruit Cup, DEL-MONTE , 4 oz.	\$0.66
Raisins, DEL-MONTE , 1.5 oz.	\$0.35
Beverages	
Bottled Water, ZEPHYRHILLS , 1pt. 9 oz.	\$0.99
Cocoa, Indv., NESTLES , .71oz.	\$0.20
Coffee, Indv., Decafe, SANKA , 1.9g	\$0.24
Coffee, Indv., MAXWELL HOUSE , 1.7g	\$0.19
Cola, BARQ'S , Root Beer 12 oz. can	\$0.89
Cola, COKE , 12 oz. can	\$0.89
Cola, DIET COKE , 12 oz. can	\$0.89
Cola, FANTA ORANGE , 12 oz. can	\$0.89
Cola, MELLO YELLOW , 12 oz. can	\$0.89
Cola, SPRITE , 12 oz. can	\$0.89
Strawberry Kiwi, TROPICANNA , 15.2 oz.	\$1.99
Juice, Apple, TROPICANNA , 15.2 oz.	\$1.99
Juice, Orange, TROPICANNA , 15.2 oz.	\$1.99
Juice, Orange-Pineapple, TROPICANNA , 15.2 oz.	\$1.99
Juice, Vegetable, CAMPBELL'S , V-8, 12 oz.	\$1.79
Tea, NESTEA , 12 oz. can	\$0.89
Entrees & Frozen	
Bagel, Cinnamon Raisin, w/ Cream Cheese, BAGELTIME , 4.6 oz.	\$1.25
Bagel, Plain, w/Cream Cheese, BAGELTIME , 4.6 oz.	\$1.25
BBQ Chicken Wings, PIERRE FOODS , 5 oz.	\$2.25
Buffalo Chicken Wings, PIERRE FOODS , 5 oz.	\$2.25
Southern Fried Drummies, PIERRE FOODS , 5 oz.	\$2.25
Country Fried Breast Patty w/Cheese, PIERRE FOODS , 9.20 oz.	\$3.00
Beef Charbroil w/BBQ, "BIG AZ", PIERRE FOODS , 8.1 oz.	\$2.50
Beef Charbroil w/Cheese, FAST CHOICES , 4.85 oz.	\$1.50
Bubba Twins Chili Cheese Dogs, PIERRE FOODS , 8.5 oz.	\$2.50
Rowdie Spicy Rib, PIERRE FOODS , 5.5 oz.	\$2.25
Sausage & Egg Pancake Sandwich, PIERRE FOODS , 4.80 oz.	\$2.25
Sausage, Biscuit, Twins, FAST BITES , 3 oz.	\$1.25
French Bread Pepperoni Pizza, BETTER BAKED FOODS , 5.0 oz.	\$2.50
Half Pound Beef & Bean Burrito, EL PUESTO DE PEDRO , 8.00 oz.	\$2.50
Lunch-N-Go, STARKIST , Chunk Light Tuna, 4.1 oz.	\$2.19
Soup - Beef, MARUCHAN , Instant Lunch, 2.25 oz.	\$0.99
Soup - Chicken, MARUCHAN , Instant Lunch, 2.25 oz.	\$0.99
Ice Cream Bar, SNICKERS , 3.3 oz.	\$1.49
Ice Cream Sandwich, DECONNA , 4.1 oz.	\$1.00
Nutty Buddy Cone, DECONNA , 4 oz.	\$1.00
Original Vanilla, KLONDIKE , Bar, 5.5 oz.	\$1.50
Candy	
BUTTERFINGER , 2.10 oz.	\$0.89
Chick-O-Stick, ATKINSON'S , 2 oz.	\$1.09
Special Dark Chocolate, HERSHEY'S , 1.45 oz.	\$0.89

Item Description	
M & M, Peanut, 1.74 oz.	\$0.89
SKITTLES, 2.17 oz.	\$0.89
SNICKERS, 2.07 oz.	\$0.89
TWIX, 2.0 oz.	\$0.89
Condiments	
A-1 Steak Sauce, Indv., .5 oz.	\$0.34
Assorted Jelly, FLAVOR FRESH , 10 gm. Pk.	\$0.06
Creamer, CARNATION , Coffee Mate, Non Dairy, 3.00 gm. Pk.	\$0.04
Ketchup, Indv., HUNTS , 9 gm. Pk.	\$0.02
Mayonnaise, Indv., KRAFT , 9 gm. Pk.	\$0.04
Mustard, Indv., FRENCH'S , 5.5 gm. Pk.	\$0.02
Plastic Spoon, ea.	\$0.02
Plastic Spoon, ea.	\$0.04
Salad Dressing, HEINZ , Low Fat, Italian, 1.5 oz.	\$0.29
Salad Dressing, HEINZ , Ranch 1.5 oz	\$0.29
Soy Sauce, Indv. KIKKOMAN , .25 oz.	\$0.06
Squeezers, PORTION PAC , Cheese, 1 oz.	\$0.35
Sugar Indv. DIXIE CRYSTAL , 3.5 gm. Pk.	\$0.02
Sugar Sub, EQUAL , 1.00 gm. Pk.	\$0.02
Sweet Pickle Relish, Indv., PORTION PAC , 9 gm. Pk.	\$0.04
Miscellaneous	
Photo Tickets (tax included)	\$2.00
Crime Stoppers Playing Cards (Poker)	\$2.19

MALE QUARTERLY ORDER

Item Description and Sizes	
Men's, RIDDELL, Impact Cross-Trainer, Low Top, Soft Leather, Athletic Shoe, White/Grey, Sizes - 7-11 including half sizes, 12, 13, 14, Standard D Width	\$14.19
Men's, RIDDELL, Intensity, High-Top, Soft Leather, Athletic Shoe, Sizes 7-11 including half sizes, 12,13,14,15, Standard D or 2E Width	\$32.98
Men's, RIDDELL, AXT 2000 Cross Trainer, low Top, Soft Leather, Athletic Shoe, Sizes 7-10 including half sizes, 11, 12, 13, 14, 15, Standard D or 2E Width	\$28.39
Men's, NEW BALANCE, MX608 Cross Trainer, Low Top, Soft Leather, Athletic Shoe, Sizes 6.5 - 12.5 , 13, 14, 15, 16, Standard D and 4E Width	\$49.99
Men's, NEW BALANCE CBB201, High Top, Soft Leather, Athletic Shoe, Sizes 7-11 Including half sizes 12,13,14,15, Standard D and 4E width	\$42.29
Athletic Supporter S to XL, BIKE	\$4.10
Gray Sweatshirt, Sizes: S to XL, RUSSELL ATHLETIC	\$7.90
Gray Sweatshirt, Sizes: 2XL to 4XL, RUSSELL ATHLETIC	\$12.40
Gray Sweatshirt, Sizes: 5XL to 6XL, B&B CLARK	\$12.40
Men's Long Sleeve Pajamas, BOTANY 500, Size S to XL	\$11.38
Men's Long Sleeve Pajamas, BOTANY 500, Size 2XL to 6 XL	\$16.62
Men's Short Sleeve Pajamas, BOTANY 500, Size S to XL	\$10.83
Men's Short Sleeve Pajamas, BOTANY 500, Size 2XL to 6 XL	\$16.13
Gym Shorts, Navy Blue, B&B INDUSTRIES, Sizes: S to XL	\$4.53
Gym Shorts, Navy Blue, B&B INDUSTRIES, Sizes: 2XL to 6XL	\$7.55
Gym Shorts, Navy Blue, ERICK HUNTER, Size 10XL	\$7.55

Item Description	
Men's Boxers, HANES, Size S to XL, 3 PK	\$7.92
Men's Boxers, HANES, Size 2XL, 3 PK	\$12.63
Men's Boxers, PLAYERS, Size 3XL to 5XL, 2 PK	\$11.26
Men's Boxers, PLAYERS, Size 6XL, 2 PK	\$12.02
Men's Crewneck T-shirt, HANES, Size S to XL, 3 PK	\$7.92
Men's Crewneck T-shirt, HANES, Size 2XL to 3XL, 3 PK	\$13.01
Men's Crewneck T-shirt, PLAYERS, Size 4XL to 6XL, 2 PK	\$13.42
Men's Thermal Underwear, Pants, Indera, Size S to XL	\$4.74
Men's Thermal Underwear, Pants, Indera, Size 2XL to 6XL	\$6.46
Men's Thermal Underwear, Shirts, Indera, Size S to XL	\$4.74
Men's Thermal Underwear, Shirts, Indera, Size 2XL to 6XL	\$6.46
Deluxe Crew Socks, Cotton, One Size Fits All, Indera	\$0.85
Master Lock 31 MK - BLIND INMATES ONLY	\$10.59

FEMALE QUARTERLY ORDER

Item Description and Sizes	
Women's, RIDDELL, Low Top, Soft Leather, Athletic Shoes, Sizes 5 - 9 including half sizes, 10, Standard Width	\$18.03
Women's, REEBOK, Classic Nylon, Athletic Shoes, Sizes 5 - 10 including half sizes, 11, Standard Width	\$29.40
Women's, NIKE, Women's T-Lite, Low Top, Soft Leather, Athletic Shoes, Sizes 5-11 including half sizes. Standard Width	\$51.18
Women's, NEW BALANCE, WX621 Cross Trainer, Low-Top, Soft Leather, Athletic Shoes, Sizes 5 - 11 (including half sizes up to 10 1/2) Standard Width ; Sizes 11, 12, 13 Standard Width up to 2E Width	\$49.99
Gray Sweatshirt, Sizes: S to XL, RUSSELL ATHLETIC	\$7.90
Gray Sweatshirt, Sizes: 2XL to 4XL, RUSSELL ATHLETIC	\$12.40
Gray Sweatshirt, Sizes: 5XL to 6XL, B&B CLARK	\$12.40
Women's, BOTANY 500, Pajamas, Long Sleeve, Lt. Blue, Sizes: S to XL	\$14.06
Women's, BOTANY 500, Pajamas, Long sleeve, Lt. Blue, Sizes: 2XL to 6X	\$15.34
Women's, BOTANY 500, Pajamas, Short Sleeve, Lt. Blue, Sizes: S - XL	\$12.78
Women's, BOTANY 500, Pajamas, Short Sleeve, Lt. Blue, Sizes: 2XL - 6XL	\$15.34
Gym Shorts, Navy Blue, B&B INDUSTRIES, Sizes: S to XL	\$4.53
Gym Shorts, Navy Blue, B&B INDUSTRIES, Sizes: 2XL to 6XL	\$7.55
Gym Shorts, Navy Blue, ERICK HUNTER, Size 10XL	\$7.55
Thermal Underwear Pants, Indera, Sizes: S to XL	\$4.85
Thermal Underwear Pants, Indera, Size: 2XL	\$6.72
Thermal Underwear Shirts, Indera, Sizes: S to XL	\$4.85
Thermal Underwear Shirts, Indera, Size: 2XL	\$6.72
Bra, JUST MY SIZE, 42-44B, 38-48C, 38-48D, 38-50DD	\$13.08
Bra, HANES COTTON CURVES, 34B, 36B, 38B, 36C	\$7.70
T-shirt - Gray (no pocket), FRUIT OF THE LOOM, S-XL	\$3.82
T-shirt - Gray (no pocket), FRUIT OF THE LOOM, 2XL - 3XL	\$6.38
Women's Cotton Briefs, White, HANES HER WAY, 3 pkg, Sizes: 5 - 8	\$5.57
Women's Cotton Briefs, White, HANES HER WAY, 3 pkg, Sizes: 9 - 14	\$7.18
Deluxe Crew Socks, Cotton, One Size Fits All, Indera	\$0.85
Master Lock 31 MK - BLIND INMATES ONLY	\$10.59

DEATH ROW ARTS, CRAFTS & ELECTRONICS MENU

Item Description	
String Along - String Art	\$16.60
Crayola - Washable Watercolors	\$7.84
Assorted Cardstock – 50 sheets	\$2.70
Strathmore Paint Pad	\$2.80
MindWare Color Book	\$5.90
MindWare Color Book	\$5.90
Strathmore Charcoal Pad – 32 Sheets	\$3.10
*Color Activity Book	\$1.70
Crayola Paint Brushes – 8 brushes	\$3.10
Crayola Color Pencils – 64 pencils	\$15.70
Alphacolor Soft Pastel Chalks – 12 chalks	\$9.20
Twist-Up Crayons – 10 crayons	\$2.35
Crayons – 64 crayons	\$8.90
Crayola Finger Paint – 6 bottles	\$12.00
Search and Find	\$1.25
Crosswords	\$1.25
AMP'D ATSC11 – 11' LCD Digital TV w/out speaker	\$245.00
ACTION ADAPTER # 3120	\$10.99
Massey 8" Clear Fan	\$15.90
12' Headphone Ext (Y)	\$4.88
TV Transformer Spade Connect (Y)	\$2.08
*Classic DTV-2000 Clear ATSC Converter Box	\$59.99

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| <p>1.) Items identified with an * (asterisk) shall have comparable items submitted to the Contract Manager for approval prior to being placed on the menu.</p> <p>2.) Name Brand menu items will be considered for substitution by the Contract Manager upon submittal of comparable Name Brand items.</p> |
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MAJOR INSTITUTIONS

* Indicates a work camp adjacent to an institution.

<i>Region I</i>	
<p>* Apalachee Correctional Institution East (Male) 35 Apalachee Drive Sneads, Florida 32460-4166 (850) 718-0688 Fax: (850) 593-6445</p>	<p>Apalachee Correctional Institution West (Male) 52 West Unit Drive Sneads Florida 32460-4165 (850) 718-0577 Fax: (850) 593-6445</p>
<p>* Calhoun Correctional Institution (Male) 19562 SE Institution Drive Blountstown, Florida 32424-5156 (850) 237-6500 Fax: (850) 237-6508</p>	<p>* Century Correctional Institution (Male) 400 Tedder Road Century, Florida 32535-3659 (850) 256-2600 Fax: (850) 256-2335</p>
<p>*Franklin Correctional Institution (Male) 1760 Highway 67 North Carrabelle, Florida 32322 (850) 697-1100 Fax: (850) 697-1108</p>	<p>Gulf Correctional Institution (Male) 500 Ike Steele Road Wewahitchka, Florida 32465-0010 (850) 639-1000 SC 790-1000 Fax: (850) 639-1182</p>
<p>Gulf Correctional Institution Annex (Male) 699 Ike Steel Road (850) 639-1509 Fax: (850) 639-1508</p>	<p>* Holmes Correctional Institution (Male) 3142 Thomas Drive Bonifay, Florida 32425-0190 (850) 547-2100 Fax: (850) 547-0522</p>
<p>* Jackson Correctional Institution (Male) 5563 10th Street Malone, Florida 32445-3144 (850) 569-5260 Fax: (850) 569-5996</p>	<p>Jefferson Correctional Institution (Male) 1050 Big Joe Road Monticello, Florida 32344-0430 (850) 342-0500 Fax: (850) 997-0973</p>
<p>* Liberty Correctional Institution (Male) 11064 N.W. Dempsey Barron Road Bristol, Florida 32321-9711 (850) 643-9400 Fax: (850) 643-9412</p>	<p>Northwest Florida Reception Center (Male) 4455 Sam Mitchell Drive Chipley, Florida 32428-3501 (850) 773-6100 Fax: (850) 773-6252</p>
<p>*Northwest Florida Reception Center Annex (Male) 4455 Sam Mitchell Drive Chipley, Florida 32428-3501 (850) 773-6500 Fax: (850) 773-6611</p>	<p>* Okaloosa Correctional Institution (Male) 3189 Little Silver Rd. Crestview, Florida 32539-6708 (850) 682-0931 Fax: (850) 689-7803</p>
<p>Quincy Annex (Male) 2225 Pat Thomas Parkway Quincy, Florida 32351-8645 (850) 627-5400 Fax: (850) 875-3572</p>	<p>Santa Rosa CI (Male) 5850 East Milton Rd. Milton, Florida 32583-7914 (850) 983-5800 Fax (850) 983-5907</p>
<p>Santa Rosa Annex (Male) 5850 East Milton Rd. Milton, Florida 32583-7914 (850) 983-5800 Fax (850) 983-5907</p>	<p>* Wakulla Correctional Institution (Male) 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 410-1895 Fax: (850) 410-0203</p>
<p>Wakulla Correctional Institution Annex (Male) 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 410-1895 Fax: (850) 410-0203</p>	<p>* Walton Correctional Institution (Male) 691 Institution Road DeFuniak Springs, Florida 32433-1831 (850) 951-1300 Fax: (850) 951-1750</p>
<i>Region II</i>	
<p>* Baker Correctional Institution (Male) P.O. Box 500, 20706 US 90 W. Sanderson, Florida 32087-0500 (386) 719-4500 Fax: (386) 758-5759</p>	<p>* Columbia Correctional Institution (Male) 216 S.E. Corrections Way Lake City, Florida 32025-2013 (386) 754-7600 Fax: (386) 754-7602</p>

<p>Columbia Correctional Institution Annex (Male) 7819 N.W. 228th Street Raiford, Florida 32026-1000 (904) 368-2500 Fax: (904) 368-2732</p>	<p>* Cross City Correctional Institution (Male) 568 NE 255th Street Cross City, Florida 32628 (352) 498-4444 Fax: (352) 498-4333 or 4334</p>
<p>Florida State Prison (Male) 7819 N.W. 228th Street Raiford, Florida 32026-1000 (904) 368-2500 Fax: (904) 368-2732</p>	<p>Florida State Prison O Unit (Male) 7819 N.W. 228th Street Raiford, Florida 32026-1000 (904) 368-2500 Fax: (904) 368-2732</p>
<p>* Gainesville Correctional Institution (Male) 2845 NE 39th Avenue Gainesville, Florida 32609-2668 (352) 955-2001 Fax: (352) 334-1675</p>	<p>* Hamilton Correctional Institution (Male) 10650 SW 46th Street Jasper, Florida 32052-1360 (386) 792-5151 Fax: (386) 792-5159</p>
<p>Hamilton Correctional Institution Annex (Male) 10650 SW 46th Street Jasper, Florida 32052-1360 (386) 792-5151 Fax: (386) 792-5159</p>	<p>* Lancaster Correctional Institution (Male) 3449 S.W. State Road 26 Trenton, Florida 32693-5641 (352) 463-4100 Fax: (352) 463-3476</p>
<p>Lawtey Correctional Institution (Male) 7819 N.W. 228th Street Raiford, Florida 32026-2000 (904) 782-2000 Fax: (904) 782-2005</p>	<p>* Madison Correctional Institution (Male) 382 Southwest MCI Way Madison, Florida 32340-4430 (850) 973-5300 Fax: (904) 973-5339</p>
<p>* Mayo Correctional Institution (Male) 8784 US Highway 27 West Mayo, Florida 32066-3458 (386) 294-4500 Fax: (386) 294-4534</p>	<p>New River Correctional Institution West Unit (Male) 7819 N.W. 228th Street Raiford, Florida 32026-3000 (904) 368-3000 Fax: (904) 368-3205</p>
<p>New River Correctional Institution East Unit (Male) 7819 N.W. 228th Street Raiford, Florida 32026-3000 (904) 368-3000 Fax: (904) 368-3205</p>	<p>*Reception and Medical Center Main Unit (Male) Hwy 231 Lake Butler, Florida 32054-0628 (386) 496-6000 Fax: (386) 496-3287</p>
<p>Reception and Medical Center West Unit (Male) 8183 SW 152nd Loop Lake Butler, FL 32054-0628 (386) 496-4689 Fax: (386) 496-4689</p>	<p>*Suwannee Correctional Institution (Male) 5966 US Hwy 90 Live Oak, Florida 32060 (386) 963-1540 Fax: (386)-963-6103</p>
<p>*Taylor Correctional Institution (Male) 8501 Hampton Springs Road Perry, Florida 32348-8747 (850) 838-4000 Fax: (850) 838-4024</p>	<p>Taylor Correctional Institution Annex (Male) 8501 Hampton Springs Road Perry, Florida 32348-8747 (850) 838-4000 Fax: (850) 838-4024</p>
<p>Union Correctional Institution (Male) 7819 N.W. 228th Street Raiford, Florida 32026-4000 (386) 431-2000 Fax: (386) 431-2016</p>	
Region III	
<p>* Avon Park Correctional Institution (Male) P.O. Box 1100 County Road 64 East Avon Park, Florida 33826-1100 (863) 453-3174 Fax: (863) 453-1511</p>	<p>* Brevard Correctional Institution (Male) 855 Camp Road Cocoa, Florida 32927-3709 (321) 634-6000 Fax: (321) 637-7728</p>

<p>Central Florida Reception Center Main (Male) 7000 H C Kelley Rd Orlando, FL 32831-2518 (407) 207-7777 Fax: (407) 249-6570</p>	<p>Central Florida Reception Center East Unit (Male) 7000 H C Kelley Rd Orlando, FL 32831-2518 (407) 207-7777 Fax: (407) 249-6570</p>
<p>Central Florida Reception Center West Unit (Male) 7000 H C Kelley Rd Orlando, FL 32831-2518 (407) 207-7777 Fax: (407) 249-6570</p>	<p>Demilly Correctional Institution (Male) 10980 Demilly Road Polk City, Florida 33686 (863)984-9170 Fax: (863)984-9176</p>
<p>Hernando Correctional Institution (Female) 16415 Springhill Drive Brooksville, Florida 34604-8167 (352) 754-6715 Fax: (352) 544-2307</p>	<p>Hillsborough Correctional Institution (Female) 11150 Highway 672 Riverview, Florida 33569-8402 (813) 671-5022 Fax: (813) 671-5037</p>
<p>Lake Correctional Institution (Male) 19225 U.S. Highway 27 Clermont, Florida 34715-9025 (352) 394-6146 Fax: (352) 394-3504</p>	<p>Lowell Correctional Institution (Female) 11120 NW Gainesville Rd Ocala, Florida 34482-1479 (352) 401-5301 Fax: (352) 401-5331</p>
<p>Lowell Correctional Institution Annex (Female) 11120 NW Gainesville Rd Ocala, Florida 34482-1479 (352) 401-5301 Fax: (352) 401-5331</p>	<p>* Marion Correctional Institution (Male) 3269 NW 105th Street Lowell, Florida 32663-0158 (352) 401-6400 Fax: (352) 840-5657</p>
<p>* Polk Correctional Institution (Male) 10800 Evans Road Polk City, Florida 33868-6925 (863) 984-2273 Fax: (863) 984-3072</p>	<p>Putnam Correctional Institution (Male) 128 Yelvington Road East Palatka, Florida 32131-2112 (386) 326-6800 Fax: (386) 312-2219</p>
<p>*Sumter Correctional Institution (Male) 9544 County Road 476B Bushnell, Florida 33513-0667 (352) 569-6100 Fax: (352) 569-6196</p>	<p>* Tomoka Correctional Institution (Male) 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098 (386) 323-1070 Fax: (386) 323-1006</p>
<p>Zephyrhills Correctional Institution (Male) 2739 Gall Boulevard Zephyrhills, Florida 33541-9701 (813) 782-5521 Fax: (813) 782-4954</p>	
Region IV	
<p>Broward Correctional Institution (Female) 20421 Sheridan Street Ft. Lauderdale, Florida 33332-2300 (954) 252-6400 Fax: (954) 680-4168</p>	<p>Charlotte Correctional Institution (Male) 33123 Oil Well Road Punta Gorda, Florida 33955-9701 (941) 833-2300 Fax: (941) 575-5747</p>
<p>Dade Correctional Institution (Male) 19000 S. W. 377th Street Florida City, Florida 33034-6409 (305) 242-1900 Fax: (305) 242-1881</p>	<p>* DeSoto Annex (Male) 13617 S.E. Highway 70 Arcadia, Florida 34266-7800 (863) 494-3727 Fax: (863) 494-1740</p>
<p>Everglades Correctional Institution (Male) 1601 S.W. 187th Ave. Miami, Florida 33185-3701 (305) 228-2054 Fax: (305) 228-2039</p>	<p>* Glades Correctional Institution (Male) 500 Orange Ave. Circle Belle Glade, Florida 33430-5222 (561) 829-1400 Fax: (561) 992-1355</p>
<p>* Hardee Correctional Institution (Male) 6901 State Road 62 Bowling Green, Florida 33834-9505 (863) 767-4500 Fax: (863) 767-4504</p>	<p>* Hendry Correctional Institution (Male) 12551 Wainwright Drive Immokalee, Florida 34142-4797 (239) 867-2100 Fax: (239) 867-2255</p>

<p>Homestead Correctional Institution (Female) 19000 S. W. 377th Street Florida City, Florida 33034-6409 (305) 242-1700 Fax: (305) 242-2424</p>	<p>Indian River Correctional Institution (Male) 7625 17th Street, S.W. Vero Beach, Florida 32968-9405 (772) 564-2814 Fax: (772) 564-2880</p>
<p>* Martin Correctional Institution (Male) 1150 S.W. Allapattah Road Indiantown, Florida 34956-4397 (772) 597-3705 Fax: (772) 597-3742</p>	<p>Okeechobee Correctional Institution (Male) 3420 N.E. 168th St. Okeechobee, Florida 34972-4824 (863) 462-5474 Fax: (863) 462-5402</p>
<p>South Florida Reception Center Main Unit (Male) 14000 NW 41st Street Doral, Florida 33178-3003 (305) 592-9567 Fax: (305) 470-5628</p>	<p>South Florida Reception Center South(Male) 13910 NW 41st Street Doral, Florida 33178-3014 (305) 592-9567 Fax: (305) 470-5628</p>

WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS

<i>Region I</i>	
<p>Berrydale Forestry Camp (Male) 6920 Highway 4 Jay, Florida 32565-2204 (850) 675-4564 Fax: (850) 675-0801</p>	<p>Bay City Work Camp (Male) 1001 West Highway 98 Apalachicola, Florida 32320-1272 (850) 653-1020 Fax: (850) 653-2592</p>
<p>Calhoun Work Camp (Male) 19564 SE Insf. Drive Blountstown, Florida 32424-5156 (850) 674-2887 Fax: (850) 674-2503</p>	<p>Caryville Work Camp (Male) 1005 Waits Ave Caryville, Florida 32427-0129 (850) 548-5321 Fax: (850) 548-5305</p>
<p>Century Work Camp (Male) 400 Tedder Road Century, Florida 32535-3659 (850) 256-2600 Fax: (850) 256-5005</p>	<p>Graceville Work Camp (Male) 5230 Ezell Road Graceville, FL 32440-4289 (850) 263-9230 Fax: (850) 263-9235</p>
<p>Gulf Forestry Camp (Male) 3222 DOC Whitfield Road White City, Florida 32465 (850) 827-4000 Fax: (850) 827-2986</p>	<p>Holmes Work Camp (Male) 3182 Thomas Drive Bonifay, Florida 32425-4238 (850) 547-2703 Fax: (850) 547-3169</p>
<p>Jackson Work Camp (Male) 5607 10th Street Hwy 71 North Malone, Florida 32445-9998 (850) 569-5260 Fax: (850) 569-5996</p>	<p>Liberty Work Camp (Male) 11064 NW Dempsey Barron Road Bristol, Florida 32321-0711 (850) 643-9542 Fax: (850) 643-9562</p>
<p>Okaloosa Work Camp (Male) 3189 Little Silver Road Crestview, Florida 32539-6708 (850) 682-0931 Fax: (850) 682-4578</p>	<p>River Junction Work Camp (Male) 300 Pecan Lane Chattahoochee, FL 32324-3700 (850) 663-3366 Fax: (850) 663-4773</p>
<p>Tallahassee Road Prison (Male) 2628 Springhill Road Tallahassee, Florida 32310-6730 (850) 488-8340 Fax: (850) 414-9032</p>	<p>Wakulla Work Camp (Male) 110 Melaleuca Drive Crawfordville, FL 32327-4963 (850) 413-9663 Fax: (850) 421-1261</p>
<p>Walton Work Camp (Male) 301 World War II Veterans Lane De Funiak Springs, Florida 32433-1838 (850) 951-1355 Fax: (850) 951-1766</p>	

Region II

<p>Baker Work Camp (Male) P.O. Box 500 US 90 E. Sanderson, Florida 32087-0500 (386) 719-4670 Fax: (386) 719-2775</p>	<p>Columbia Work Camp (Male) 216 S.E. Corrections Way Lake City, Florida 32025-2013 (386) 754-7600 Fax: (386) 754-7602</p>
<p>Cross City Work Camp (Male) 568 N.E. 255th Street Cross City, Florida 32628 (352) 444-4444 Fax: (352) 498-4338</p>	<p>Gainesville Work Camp (Male) 1000 NE 55th Blvd. State Road 26 East Gainesville, Florida 32641-6067 (352) 955-2045 Fax: (352) 955-3119</p>
<p>Hamilton Work Camp (Male) 10650 SW 46th Street Jasper, Florida 32052-3732 (386) 792-5409 Fax: (386) 792-5432</p>	<p>Lancaster Work Camp (Male) 3449 SW SR 26 Trenton, Florida 32693-5641 (352) 463-4100 Fax: (352) 463-3476</p>
<p>Madison Work Camp (Male) 382 SW MCI Way Madison, Florida 32340-4430 (850) 973-5302 Fax: (850) 973-5358 SC 296-5339</p>	<p>Mayo Work Camp (Male) 8976 US 27 West Mayo, FL 32066 (386) 294-4752 Fax: (386) 294-4532</p>
<p>RMC Work Camp (Male) P.O. Box 628 Lake Butler, FL 32054 (386) 496-4050 Fax: (386) 496-4060</p>	<p>Suwannee Work Camp (Male) 5966 US Hwy 90 Live Oak, Florida 32060 (386) 963-1540 Fax: (386)-963-6103</p>
<p>Taylor Work Camp (Male) 8501 Hampton Springs Road Perry, Florida 32348-0000 (850) 223-4501 Fax: (850) 838-4024</p>	
Region III	
<p>Avon Park Work Camp (Male) Post Office Box 1100 County Road 64 East Avon Park, Florida 33826-1100 (863) 453-3174 Fax: (863) 453-1511</p>	<p>Brevard Work Camp (Male) 855 Camp Road Cocoa, Fl 32927-3700 (321) 634-6130 Fax: (321) 634-6051</p>
<p>Largo Road Prison (Male) 5201 Ulmerton Road Clearwater, Florida 33760-4006 (727) 570-5135 Fax: (727) 588-4920</p>	<p>Levy Forestry Camp (Female) P.O. Box 1659 County Road 343 Bronson, Florida 32621-1659 (352) 486-5330 Fax: (352) 486-5335</p>
<p>Lowell Work Camp (Female) 11120 NW Gainesville Road Ocala, Florida 34482-1479 (352) 401-5301 Fax: (352) 401-5331</p>	<p>Marion Work Camp (Male) Post Office Box 158 3269 NW 105th Street Lowell, Florida 32663-0158 (352) 401-6865 Fax: (352) 401-6443</p>
<p>Polk Work Camp (Male) 10800 Evans Road Polk City, Florida 33868-6925 (863) 984-2273 Fax: (863) 984-1761 SC 588-1761</p>	<p>Sumter Work Camp (Male) Post Office Box 1807 9544 County Road 476B Bushnell, Florida 33513-0667 (352) 569-6114 Fax: (352) 793-6845</p>

<p>Tomoka Work Camp (Male) 3950 Tiger Bay Road Daytona Beach, FL 32124-1098 (321) 323-1220 Fax: (321) 323-1006</p>	<p>105</p>
<p>Region IV</p>	
<p>Arcadia Road Prison (Male) 2961 N.W. County Road 661 Arcadia, Florida 34266-8203 (863) 993-4628 Fax: (863) 993-4630</p>	<p>Big Pine Key Road Prison (Male) P.O. Box 430509 450 Key Deer Blvd. Big Pine Key, Florida 33043-0509 (305) 872-2231 Fax: (305) 872-9417</p>
<p>Desoto Work Camp (Male) 13617 S.E. Highway 70 Arcadia, FL 34266-7800 (863) 494-3727 Fax: (863) 494-1740</p>	<p>Ft. Myers Work Camp (Male) P.O. Box 051107 12551 Wainwright Drive Immokalee, Florida 34142-9628 (239) 332-6915 Fax: (239) 332-6992</p>
<p>Glades Work Camp (Male) 2600 N Main Street Belle Glade, Florida 33430-5314 (561) 829-1800</p>	<p>Hardee Work Camp (Male) 6899 State Road 62 Bowling Green, Florida 33834-9505 (863) 773-2441 Fax: (863) 773-0160</p>
<p>Hendry Work Camp (Male) 12551 Wainwright Drive Immokalee, Florida 34142-9628 (239) 867-2251 Fax: (239) 867-2256</p>	<p>Loxahatchee Road Prison (Male) 230 Sunshine Road West Palm Beach, Florida 33411-3616 (561) 791-4760 Fax: (561) 791-4763</p>
<p>Sago Palm Work Camp (Male) 15500 Bay Bottom Rd Pahokee FL 33476</p>	

WORK RELEASE CENTERS

<p>Region IV</p>	
<p>Hollywood WRC (Female) P.O. Box 8759 8501 W. Cypress Drive Pembroke Pines, Florida 33025-4542 (954) 985-4720 Fax: (954) 967-1251</p>	

ATTACHMENT C – 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.

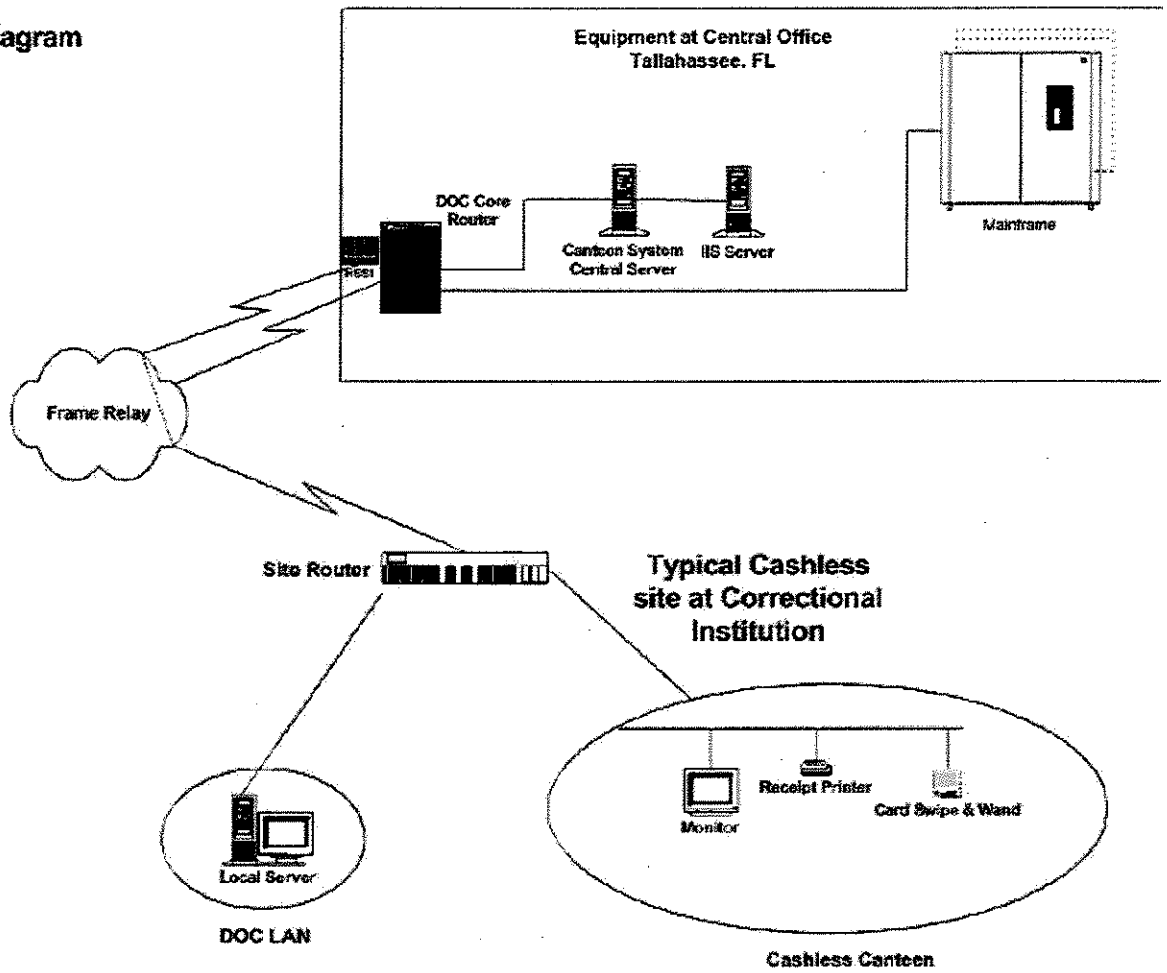
A person who violates any provision of this section as it pertains to an article of contraband described in subsections (a), (b), or (f) is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

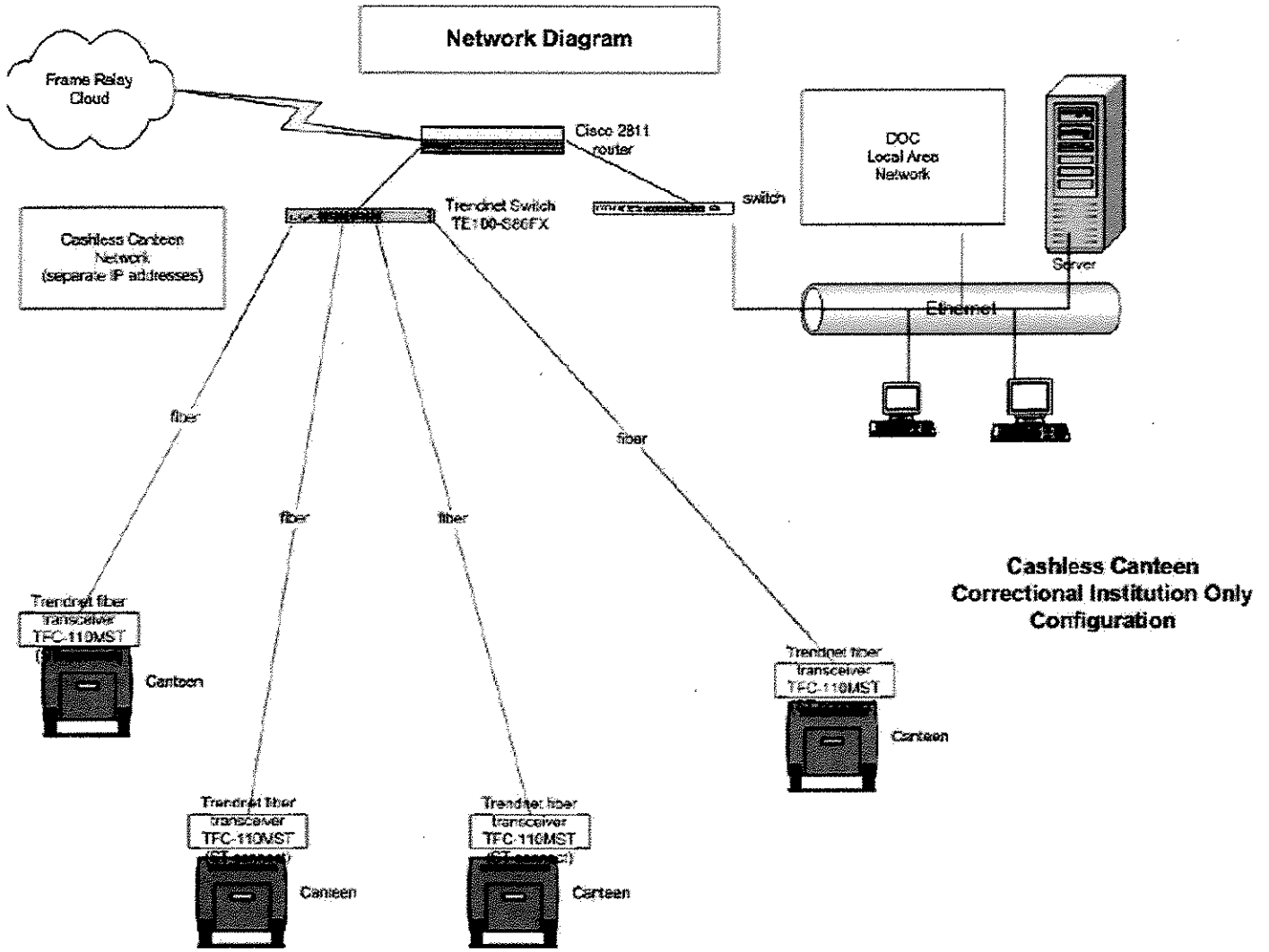
- 2) Do not leave keys in ignition locks of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- 3) Keep all keys in your pockets.
- 4) Confirm, with the Institutional Warden, where construction vehicles should 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.**

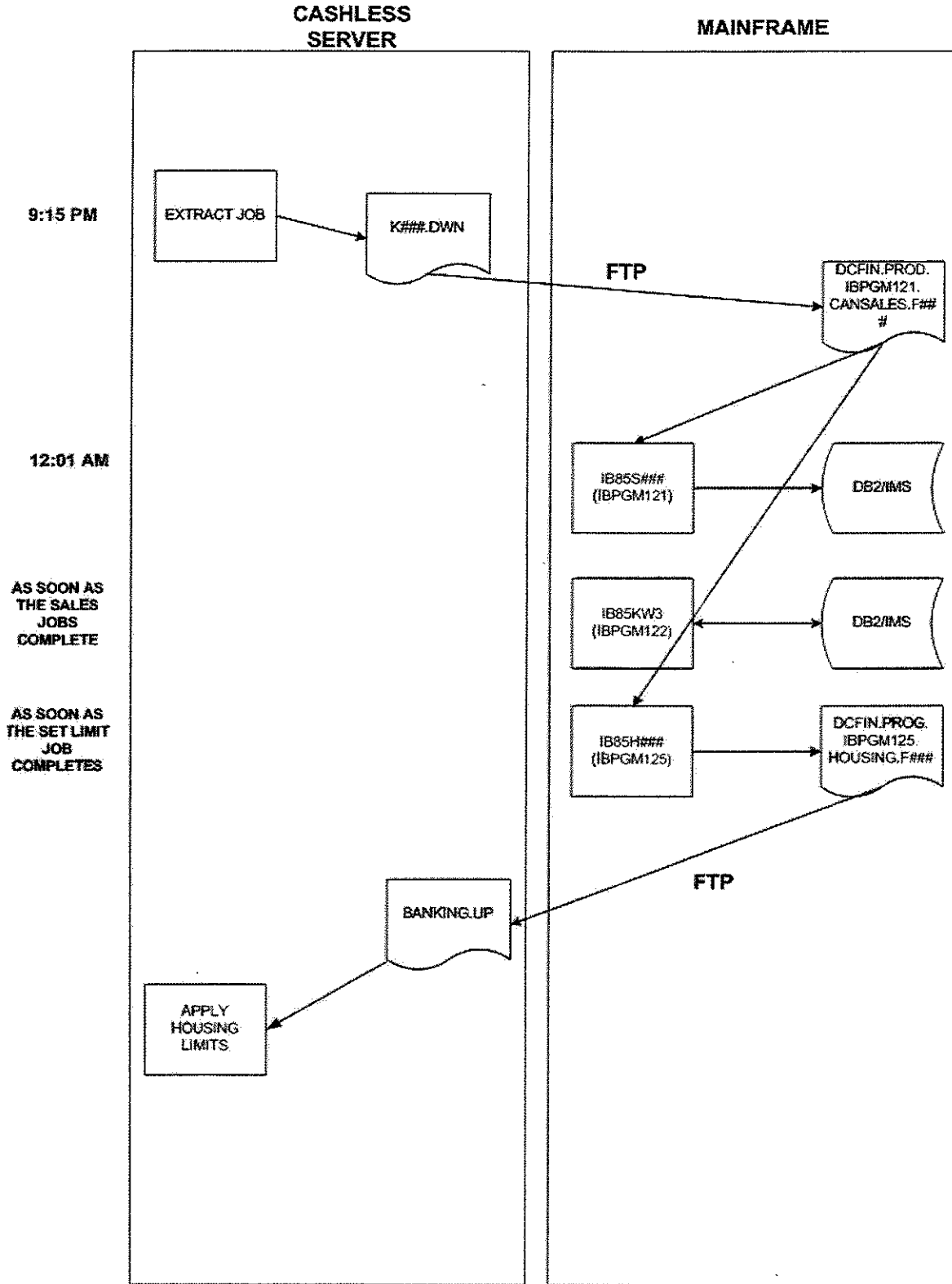
ATTACHMENT D – NETWORK AND CONCEPTUAL DIAGRAMS

Conceptual Diagram





**Cashless Canteen Diagram
 of Nightly Jobs 060906**



ATTACHMENT E – RECORD STRUCTURES FOR CASHLESS CANTEEN/INMATE BANK NIGHTLY JOBS

CASHLESS CANTEEN RECORD STRUCTURE

Sales

Sales.txt

33609/11/200615094901000000009/11/200623.01.3100
 33609/11/2006151469010000760109/11/200623.01.3100
 33609/11/200615234901000000009/11/200623.01.3100
 33609/11/2006153966010000329609/11/200623.01.3100
 33609/11/200615411001000000009/11/200623.01.3100

Sales Extract

Record Structure for Cashless file K###.dwn and Mainframe file DCFIN.PROD.IBPGM121.CANSALES.F###:

Header Record:

10200123000990000039314
 1 – 3 = facility
 4 – 8 = number of records in sales file
 9 – 13 = number of records with sales (non zero amount)
 14 – 23 = total sales amount

Detail Record:

10208/01/2000000001010000305008/01/200018.40.0101
 1 – 3 = facility
 4 – 13 = sale date
 14 – 19 = dc #
 20 – 21 = card number
 22 – 29 = sales amount
 30 – 39 = upload date
 40 – 47 = upload time
 48 – 49 = canteen #

Housing

Housing.txt

D09/11/200609/11/2006				
336150949MCINTOSH, TONI M.	B1117L22MCINTOSH, TONI M.	0000000019591026	00000000	
336151469WILLIAMS, DARYNDA F.	B1104U22JOHNSON, DARYNDA L.	0000000019580314	00010000	
336152349HUNDRIESER, BARBARA J.	C1101L21HUNDREISER, BARBARA	0000000019640610	00000004	
336153966MILLER, ANNETTE	A1133S21KILKELLY, ANNETTE	0000000019560706	00010000	

Housing File

Record Structure for Cashless file BANKING.UP and Mainframe file DCFIN.PROD.IBPGM125.HOUSING.F###:

Header Record:

X05/03/200105/03/2001
 1 – 1 = Housing Type (W= Weekly Run, D= Daily Run)
 2 – 11 = Date of housing run on mainframe (should always be yesterday's date)
 12 – 21 = Last sales recorded on mainframe (should always be yesterday's date, unless there were no canteen sales yesterday)

Detail Record:

102008841CRINER, RICHARD C. M2140S11CRINER, RICHARD G. 26323247619480110 00000011
 1 – 3 = facility
 4 – 9 = dc #
 10 – 34 = name
 35 – 40 = location

41 – 41 = sex
42 – 42 = race
43 – 67 = aka
68 – 76 = ssn
77 – 80 = birth year
81 – 82 = birth month
83 – 84 = birth day
85 – 88 = po box
89 – 94 = spending dollars
95 – 96 = spending cents
97 – 102 = dc # (new dc# if the dc# in position 4 has been merged)

INMATE TRUST FUND/CASHLESS DESCRIPTION OF NIGHTLY JOBS

9:15 PM: On the cashless server, an extract process is initiated to create the sales file for each of the 52 institutions (**Some institutions are combined for IT purposes). The sales files are placed in individual institution folders as expected by the mainframe Inmate Bank batch jobs.

12:00 AM: The sales jobs IB85S### start running. The 52 sales jobs run one at a time. The jobs use FTP to pull the sales extract file (K###.dwn) from each cashless server up to the mainframe (DCFIN.PROD.IBPGM121.CANSALES.F###). If there is an error during the FTP process, an email will be sent out to the cashless on-call team and to the programmers. The mainframe program IBPGM121 takes the daily sales and applies them to the inmate bank database with the status "PRCD (CANTEEN)".

AS SOON AS THE SALES JOB IS COMPLETE: On the mainframe, the set limit job IB85KW3 (IBPGM122) is run for all inmates (regardless of location) in either daily mode or weekly mode. The daily mode recalculates the spending limit for only those inmates that have had deposits posted and holds changed (added, updated, or deleted), or special withdrawals created today. The weekly mode looks at all inmates and changes the status of last week's sales from "PRCD (CANTEEN)" to "PROCESSED" and recalculates the new weekly limit.

AS SOON AS THE SET LIMIT JOB COMPLETES: On the mainframe, the housing jobs IB85H### run for each of the 52 institutions. The program IBPGM125 takes the daily sales file (DCFIN>PROD.IBPGM121.CANSALES.F###) as an input file of active inmates at the institution and creates a housing file (DCFIN.IBPGM125.HOUSING.F###) listing the inmate information and spending limit for the cashless system. Each housing file is pushed, using FTP, to the cashless server in the appropriate institution directory with the file name banking.up. If an error occurs during the FTP process, an email will be sent out to the cashless on-call team and to the programmers. The current housing limits are then applied by the canteen application.

Legend:

= Institution number

EXHIBIT “D”

End User License (15:54) Keefe Group

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Violations

Please report any violations to this terms of sale to our customer service department help desk at accesscorrections.com.

EXHIBIT “E”

AMP'D

Maxx

MP3 PLAYER

INCLUDES FM RADIO



Florida Department of Corrections NOW ACCEPTING ORDERS

Order form on back

ITEM #	PRODUCT DESCRIPTIONS	PRICE
1835*	AMP'D 4GB MP3 Player with 2 AA batteries and ear buds	\$99.95
1836*	AMP'D 8GB MP3 Player with 2 AA batteries and ear buds	\$119.95
1346	Armband with Protective Rubber Cover (optional)	\$15.00
1838	AMP'D High Fidelity Ear Buds (replacement)	\$16.00
1806	Prepaid Media/Song Credits – each unit = 5 songs @ \$1.70/song	\$8.50
1237	Screen Protector: 3 pack (optional)	\$6.00

Program Information

- Select from a music catalog of over 5 million songs from all music genres.
- MP3 Player comes with one each of the following: AMP'D Maxx MP3 Player, Ear bud headphones, Set of 2 AA batteries and Owner's Manual.
- The 4GB AMP'D Maxx MP3 Player holds approximately 700 of your favorite songs, while the 8GB AMP'D Maxx MP3 player holds approximately 1,400 of your favorite songs.
- Unlimited Music! Whether you own a 4GB or 8GB MAXX, there's no limit to the songs you can own! Simply remove the songs from the player to add more songs. Use the re-download feature to add previously removed music, free of charge! With MAXX, once you purchase the music, you will always own it!
- Upon release, for \$25.00, have all security software removed for long-term enjoyment of your MP3 player and previously purchased music.
- No refunds will be issued for MP3 or accessory orders after order has been made. Upon release, remaining song credits may be applied to the software security removal fee or refunded, upon request.
- Manufacturer's Warranty: 90 days from purchase against manufacturer's defects only.

Restrictions

*Only one MP3 player allowed in possession per inmate as per possession limits in Chapter 33 of the FAC.



July 2011

EXHIBIT “F”



Dear Valued Client,

Thank you for purchasing an AMP'D MAXX Personal Media Station!

You now have access to a catalog of music that spans millions of songs from today's hottest performers to the classics of years past. From Rap-to-Reggae and from Latin-to-Love Songs, the Access Corrections catalog brings the world of music to your fingertips.

The MAXX not only allows you to own an unlimited amount of music, but it has been designed with special features like Photo Album and Personal Mail that can keep you close to your loved ones, regardless of the distance between you.

The key to accessing these benefits is written into these very pages. Please take the time to carefully read and understand this User Guide.

Thank you once again for joining our program. We look forward to providing you with a rich and diverse media experience for the weeks, months and years to come!

Sincerely,

Access Corrections

Please check to see if the MAXX Photo Album and Personal Mail features are approved for use in your facility.

2

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GETTING STARTED WITH YOUR MAXX

Guided Tour: MAXX On-Screen Indicators

Guided Tour: MAXX On-Screen Indicators

The MAXX uses several On-Screen Indicators designed to make using your player simple and convenient. This section will show you what each of the On-Screen Indicators look like and, more importantly, what they mean.

Battery Power Level Indicator

The Battery Power Level Indicator will notify you of how much charge is left in your batteries. As your batteries discharge, the graphic will display fewer and fewer vertical lines. The indicator will turn red when your batteries are nearing full discharge.



Volume Indicator

The Volume Indicator will appear in the top left portion of the MAXX screen. Pressing the UP [▲] or DOWN [▼] arrow when viewing the FM Radio or MP3 Player Home Screens will increase or decrease the volume to your headphones.



Hold Switch Indicator

The Hold Switch Indicator will appear when the Hold Switch is activated. When the Hold Switch is activated, the MAXX will not register any button presses. The Hold Switch is designed to keep you from accidentally pressing a button. It is best used when engaging in physical activities.



AC Power Indicator

In addition to battery power, the MAXX will operate when using the MAXX AC Wall Power Adapter. The AC Power Indicator will appear when your MAXX is connected to AC power. Your batteries are never being used when the AC Power Indicator is displayed on the screen. The MAXX AC power adapter is only available in some correctional facilities. The AC Wall Power Adapter is an accessory and must be purchased separately through Access Corrections.



External Keyboard Indicator

The External Keyboard Indicator will appear when the MAXX Secure Keyboard is connected to the MAXX keyboard port. The Secure Keyboard is an accessory and must be purchased separately through Access Corrections.



THE MUSIC KIOSK

Features and Functions

The Music Kiosk: Features and Functions

The Music Kiosk is where you connect your MAXX to download music, photos and other forms of content. The Music Kiosk keeps your MAXX updated with the latest catalog releases, music updates and player features. The Music Kiosk is your single access point to this program; be sure to treat it well.

This is what the Music Kiosk does for you at EVERY connection ...

Purchases and Downloads Music

All music orders will be placed by connecting to the Music Kiosk. Additionally, all music will be downloaded to your player through the Music Kiosk.

Downloads Photos, Personal Mail and other Media

This program supports Photo Albums, Personal Mail and other forms of media. Just like music, all media will be downloaded to your player during its connection to the Music Kiosk.

Updates your Music Catalog

The music catalog available to you consists of millions of individual sound tracks. The Music Kiosk will check to make sure you have the newest catalog each time you connect.

Resets your Security Timer

You must connect your device to the Music Kiosk before your Security Timer reaches zero. Each time you connect, the Music Kiosk will reset your security timer. If your Security Timer has reached zero and your player has been disabled, a connection to the Music Kiosk will reset your Security Timer.

Updates Your Firmware

The Music Kiosk will automatically upgrade your player with new firmware when new features or updates are available for release. Please refer to page 8 of this guide for more information pertaining to Updating Your Firmware.

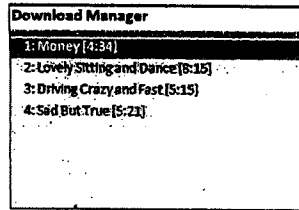
Keeps your Player Healthy

At each connection, the Music Kiosk will examine your player and make sure that everything is working properly and, in some cases, will be able to automatically fix your player if it is not working properly.



CATALOG SEARCH MENUS

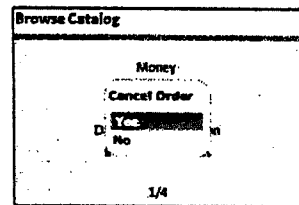
How To: Finalize Your Music Order - Download Manager



Step 3: You will see a list of the songs that you have selected to purchase. The Music Kiosk will order the songs in the exact order in which they are listed in the Download Manager. The Music Kiosk will continue to order songs in this manner until it (a) orders all of the songs in your Download Manager or (b) your account runs out of money.

Change Priority of a Song: You can move a song up and down in the Download Manager by highlighting the song and using the LEFT [←] and the RIGHT [→] arrows. The LEFT [←] arrow moves a song up the list; the RIGHT [→] arrow moves a song down the list.

Detail View: Highlight a song and press ENTER [▶] to see the song's DETAIL VIEW information.



Step 4: Cancel a Song Order

To Cancel a song from the Download Manager:

- (1) Highlight the song.
- (2) Press ENTER [▶] to access the song's DETAIL VIEW.
- (3) Press ENTER [▶] to launch the CANCEL ORDER pop-up menu.
- (4) Select YES and press ENTER [▶].
- (5) The MAXX will display a confirmation message that the song has been removed from your Download Manager.



CATALOG SEARCH MENUS

How To: Re-Order Deleted Songs – Re-Order Manager

You can own Unlimited Music!

The Re-Order Manager allows you to own an unlimited amount of music. If you have purchased a large quantity of songs and don't have enough room on your player for a new song, simply make room by deleting some of your old songs. We'll store all of your deleted songs for you at no cost, and give them back to you whenever you want for FREE!

This is how the Re-Order Manager works. The second you delete a song, it will appear in your Re-Order Manager. You will always have a running list of the songs that you own, but that are not currently on your player.

When you want a song back on your player, simply go to the Re-Order Manager and place a request. We'll send the song back to your player for free and you will almost always get the song right away.

You can delete and re-order songs as often as you want. You will never be charged for a song that is ordered from the Re-Order Manager. After all, you have already paid for the song once; we don't think you should ever have to pay for it again.

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8

FREQUENTLY ASKED QUESTIONS

QUESTION	ANSWER
How does the program work?	The AMP'D MAXX and Music Kiosk have been built to provide music, photos, messaging and other forms of media into highly secure correctional environments. Users will search for their desired content directly from the MAXX Catalog Search menu. Upon connection to the Music Kiosk, all of the selected content will be ordered and/or immediately delivered to the MAXX player.
Do I get all my songs right away?	If the Music Kiosk has the song in local memory, it will deliver the song to your player during the connection. If the Music Kiosk does not have the song in memory, the songs will be ordered from the Central Music Library. Most songs ordered from the Central Music Library will generally be delivered to the Music Kiosk within a couple days of order. Delivery times will vary based on the number of orders the system is processing.
How do I pay for the music?	In order to purchase music, you must first put money in your prepaid Music Account. The process for depositing funds into your account varies by correctional department.
How many songs are in your music catalog?	The music catalog is composed of several million songs. The catalog has been filtered to remove those songs with violent and/or inappropriate themes. In many cases, the filtered songs have been replaced with edited versions to ensure you have as many music choices as possible.
How many songs can I download per day?	The number of songs you can download per day varies by state.
How long does it take to download a song?	On average, a song will take between 10-20 seconds to download.
How often is the music library updated?	Updates to the Music Library vary by facility. Most Music Libraries are updated once per quarter. Your device will receive an updated catalog when your MAXX is connected to the Music Kiosk.

FREQUENTLY ASKED QUESTIONS

QUESTION	ANSWER
Can I build a playlist of my favorite music and have my songs play in my preferred order?	The MAXX provides four playlists that can be modified to suit your preference.
What type of batteries does your player use? How long will it play on a single charge?	The MAXX uses two AA alkaline batteries as its primary power source. Two new AA alkaline batteries will power the player for 50 hours when used in MP3 mode with the LCD off. The player can also be powered using the MAXX AC Wall Power Adapter, which is an accessory that can be purchased through Access Corrections.
Does the player have an FM radio?	Yes, the player has an FM radio with automatic scanning.
Can I download albums in addition to single songs?	The program only allows the download of individual songs tracks. The download of complete albums is not provided in this program.
Can I use the player when I am paroled?	Yes. Refer to page 85 for Unlocking Service Information.
<u>If the device breaks and I purchase a new one, do I get my music back?</u>	When you receive a new player, you must connect to the Music Kiosk to recover the music, photos and Personal Mail that you had on your player. Songs that were deleted can be requested at no charge through your Re-Order Manager.
How big is the hard drive? How many songs will the player hold?	The MAXX is available in a 4GB version and an 8GB version. The 4GB version will hold approximately 700 songs, while the 8GB version will hold approximately 1,400 songs. Some of the storage on the MAXX is used for the operating system and catalog. Photos and Personal Mail also take memory space and will reduce the player's song capacity as quoted above.
How long is the warranty?	The player is covered only by the manufacturer's warranty, which covers defects in materials in workmanship. Please refer to page 87 for the warranty section of this manual for further information.

EXHIBIT “G”

CONTRACT #C2885

**CONTRACT BETWEEN
THE DEPARTMENT OF CORRECTIONS**

**AND
JPAY, INC.**

This Contract is between the Florida Department of Corrections ("Department") and JPay, Inc. ("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 (F.S.);

Whereas, this Contract is a no-cost Contract and is not a purchase as contemplated by Chapter 287, F.S.; and

Whereas, although not required to be procured through a competitive solicitation, this Contract is entered into as an approved alternate contract source (ACS), pursuant to Rule 60A-1.045, Florida Administrative Code (F.A.C), and Section 287.042(16), F.S., having been competitively procured by the State of Nevada;

Whereas, the State of Nevada, on behalf of the Multi-State Corrections Procurement Alliance (MCPA) and the Contractor are parties to a contract effective August 1, 2011, and amended April 4, 2012 and July 24, 2014 (collectively, the "Master Agreement Price List"), containing cooperative language under which Agencies within the State of Florida may purchase services from the Contractor; and

Whereas, the Contractor is a qualified and willing participant with the Department to provide multimedia kiosks and tablets for use by inmates statewide.

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 April 17, 2017, or the date on which it is signed by both parties, whichever is later, and shall end at midnight on April 16, 2022. In the event this Contract is signed by the parties on different dates, the latter date shall control.

B. Contract Renewal

The Department has the option to renew this Contract for up to an additional five (5) year period beyond the initial contract term, in whole or in part, upon written agreement of both parties. Exercise of the renewal option is at the Department's sole discretion, shall be at no cost to the Department, and shall be conditioned, at a minimum, on the Contractor's satisfactory performance of the 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 30 calendar days prior to the Contract expiration date.

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C. ACS Agreement

This Agreement between the Department and the Contractor, consists of the documents listed below in the following order of precedence:

1. This Contract
2. Participating Addendum
3. Nevada Master Price Agreement #1901

II. **SCOPE OF SERVICE**

A. General Service Description/Purpose

The Contractor shall provide multimedia kiosks and tablets for use by inmates housed at Department facilities statewide at no cost to the Department. Additionally, the Contractor shall provide all infrastructure necessary to support the kiosks and tablets including, but not limited to, secure wired and wireless networks, charging carts, and support. Upon installation of the kiosks, inmates can use them to purchase tablets preloaded with a variety of educational and entertainment content. Inmates can also browse and purchase additional content for these tablets, including music, games, news, and eBooks. Tablets, loaded with agreed upon complementary content, will be made available for inmates to purchase with funds from their Inmate Trust Account or their Media Account, if approved by the Department. The Contractor will also provide a variety of goods and services to the Department at no cost, detailed in Section II(F)(18) of this Contract.

B. Rules and Regulations

1. The Contractor shall provide all services in accordance with all applicable federal and state laws, rules, regulations, and Department of Corrections' rules and procedures. All such laws, rules, 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 is in complete compliance with all such rules and regulations.
2. The Contractor shall ensure that all Contractor's staff providing services under this Contract comply with prevailing ethical and professional standards, and the statutes, rules, procedures, and regulations mentioned above.
3. Should any of the above laws, standards, rules, regulations, Department procedures, or directives change during the course of this Contract term, 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 Department's Contract Manager, or designee, upon request.
5. The Contractor shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provisions.
6. The system shall adhere to Florida Agency for State Technology (AST) Rule 74-2, F.A.C., "Florida Cybersecurity Standards."
7. The system shall adhere to Florida Department of Corrections Procedure 206.007, "User Security for Information Systems."

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8. The system shall adhere to the requirements of Section 501.171, F.S. "Security of Confidential Personal Information" regarding the protection of Personally Identifiable Information (PII) data in the system.

C. Communications

Contract communications will be in three (3) forms: routine, informal, and formal. For the purposes of this 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 30 calendar days of receipt.
- Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within 15 calendar days of receipt.
- Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, assessment of Financial Consequences, or contract 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) days of receipt.

The only personnel authorized to use formal contract communications are the Department's Director of Administration, the Department's Bureau Chief of Contract Management & Monitoring, the Department's Contract Manager, the Department's Bureau Chief of Procurement, the Department's Contract Administrator, and the Contractor's Representative or CEO. Designees, or other persons authorized to utilize formal contract communications, must be agreed upon by both parties and identified in writing within 10 days of execution of the 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.

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.

If there is an urgent administrative problem the Department shall make contact with the Contractor and the Contractor shall verbally respond to the Department's Contract Manager within two (2) business hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall verbally respond to the Department's Contract Manager within 48 hours (not including weekends and state holidays). The Contractor or Contractor's designee at each facility 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) business days of receipt of the request.

The Contractor shall respond to informal and formal communications by email or fax (only if necessary), with follow-up by hard copy mail.

A date/numbering system shall be utilized for tracking of formal communications.

D. Confidentiality

The Contractor shall maintain confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules, and regulations. The

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Department and Contractor agree that all information and records obtained in the course of providing services to program participants shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

E. Department's Responsibilities

The Department will provide the Contractor with access to all applicable Department rules and regulations. The Department will inform the Contractor of any regulatory or operational changes impacting the delivery of services to be provided pursuant to this Contract.

F. Contractor's Responsibilities

1. General Service Requirements

The Contractor shall provide multimedia kiosks and tablets for use by inmates housed at Department facilities statewide. Additionally, the Contractor shall provide all infrastructure necessary to support the kiosks and tablets, including the below, at no cost to the Department:

- a. Corrections-grade secure wired and wireless networks necessary to support the kiosks and wireless connectivity of inmate tablets;
- b. Multimedia kiosks located in inmate housing units with a kiosk-to-inmate ratio of 1:50, unless it is determined that more are needed to support effective delivery of services;
- c. Custom developed, fourth generation inmate tablets (JP5mini and JP5S);
 - 1) For every inmate with an active Keefe digital music player, the Contractor will provide a free JP5mini tablet (or the ability to apply the value of the JP5mini tablet to the full cost of a JP5S tablet (making it \$50)) and a \$10 credit to the Media Store; and
 - 2) A promotional 50% tablet discount for all inmates for the first 60 days after implementation of tablets at their FDC facility; and
 - 3) Pre-filled DC6-224, Inmate Personal Property List, with all fields completed except initial and signature fields, sent along with each tablet purchased or provided for inmate use.
- d. Sufficient charging carts to be placed within inmate housing units, with numbered charging slots, to support nightly charging of inmate tablets; and
- e. Inmate help desk support via the kiosk with no FDC facility involvement needed.

2. Inmate Kiosks

The Contractor will provide inmate kiosks that are secure, tested, corrections-grade, vandalism-proof, and ADA compliant. The current kiosk design has a standard-size keyboard, trackball mouse and resting space for the user's wrists. The kiosk is wall- or tabletop-mounted depending on the location. In addition, it may be mounted high for standing users or low for seated usage and ADA compliance. ADA features to be included in the kiosks within units that house ADA inmates include text-to-speech and speech-to-text capability via Windows Narrator for email and grievances Braille stickers on the keyboard, and home row position indicators on QWERTY keyboards for sight-impaired users.

Kiosks will be available during set hours of operation with a time limitation for each inmate's use, agreed to by the Department in writing. In the event of a security issue, the Contractor shall have the ability to render the kiosk inoperable for inmate use at the Department's request.

Sufficient kiosks will be provided to support efficient use of the services available on the kiosk within operating hours. For inmates in general population a kiosk-to-inmate ratio of 1:50 will be followed, while special housing units and Community Release Centers will each receive one kiosk, unless it is determined by the Department or the Contractor that more are needed to

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support effective delivery of services.

The below services will be available to inmates through the secure kiosks:

- a. Video Visitation
- b. Secure Mail, including the viewing of attachments such as photos, eCards, and VideoGrams
- c. Purchase of content available on inmate tablets
- d. Access to inmate communications sent out by the Department, including documents such as the Inmate Handbook
- e. Access to complete inmate surveys, as requested by the Department (once available per Section II.F.18(k) of this Contract)
- f. Ability to access and apply for available jobs through Employ Florida Marketplace job search engine. The Contractor may provide this service by means of an IFrame (inline frame). Employ Florida Marketplace shall be responsible for providing Contractor a link that is secure to the Department's standards and does not permit inmates to access external links.
- g. Ability to submit grievances, sick call, and Prison Rape Elimination Act (PREA) reports electronically
- h. Ability to conduct inmate trust account balance checks

The Contractor shall provide the necessary labor, parts, materials and transportation to maintain all kiosks in good working order, in compliance with the equipment manufacturer's specifications, and using current technology throughout the life of the Contract. If the Contractor wishes to install new or updated equipment, it must first be approved by the Department's Contract Manager, or designee. No charge shall be made to the Department for maintenance of the kiosks or featured applications. The Contractor shall have the capability to perform remote diagnostics to determine if a problem is associated with the kiosk unit, network, or featured application and to resolved certain routine issues remotely. The Contractor shall be responsible for repairing any damage to the kiosk, including damage caused by inmates, at no cost to the Department.

Kiosks shall be owned by the Contractor and will remain their property at the conclusion of the Contract. At an agreed-upon date, but no later than 30 days following the end of the Contract, the Contractor will ensure that all kiosks are removed from Department property.

3. Tablets

The Contractor will provide tablets that feature high quality, corrections-grade construction with a shatter-resistant, tamper-proof housing. The tablets will be available in two (2) sizes: the 4.3" JP5mini (with 16GB of internal storage) and the 7" JP5S (with 32GB of internal storage). The JP5mini and JP5S will be used with rechargeable lithium power packs. Tablets will be charged by placing on multi-unit secure charging carts overnight, which the Contractor will provide to the Department free of charge. Tablets also come with a clear 11-inch USB cable, clear plastic earbuds, and a clear rubberized protective cover. For maximum security, the tablets have no camera or internet access capability (not including the secure wireless connection designed especially for use with these tablets). The player shall have the ability to be unlocked by the Contractor upon release of the inmate for continued use. Additionally, the Contractor agrees to unlock any player submitted by a releasing inmate within 30 calendar days of receipt of the tablet.

a. Tablet functions include:

- 1) Core Functions available include a clock, calendar, calculator, FM radio, and PDF Viewer;
- 2) Secure Mail, including viewing of attachments such as photos, eCards, and VideoGrams;

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- 3) Music, including the ability to search, preview, and download songs and albums;
- 4) Games, including the ability to search, preview, and download games;
- 5) News, subscription to a daily Reuters news feed, with no advertisements or other promotional material;
- 6) eBooks, including the ability to search and download eBooks, including 100 books at the Department's choice to be pre-loaded onto all tablets at no cost to the inmate;
- 7) Audiobooks, including the ability to search and download audiobooks;
- 8) Movies, ability to rent and watch full-length movies, TV shows, and self-help videos suitable for a corrections environment;
- 9) Educational content through the Contractor's Learning Management System (LMS) Lantern and free Khan Academy Lite videos, which include GED prep; and
- 10) Access to complete inmate surveys, as requested by the Department, through Lantern.

b. Additional features include:

- 1) **Wireless Security:** The Contractor's tablets can communicate with their servers through secure wireless access points. This effectively turns every tablet into a handheld kiosk (excluding services only available through the kiosk) through which inmates may send email and download media. The tablets' operating system is a highly modified version of the Android OS and has been revised at the kernel level to address the extreme security measures needed for operating in a corrections environment. The device can only access the Contractor's validated access points, and cannot communicate with other Wi-Fi networks or devices. Access to a device is only permitted in the institution assigned to the inmate. The Department will provide a nightly file to the Contractor indicating current inmates and their housing location.
- 2) **Player Security:** Each player is credentialed to its owner and contains an embedded RFID chip that enables identification even if the player becomes corrupted. The inmate's ID number and name appear on the screen every time it is turned on, so that the inmate and facility staff may easily verify its owner.

Tablets have security timers that track the number of days since it was last connected to the kiosk. If the player is not connected to the kiosk within 30 days, it will lock and become unusable until it syncs with a kiosk again. This timeframe can be changed at the request of the Department's Contract Manager, or designee. Once requested the change will be made within five (5) business days of request.

Inmate kiosks and secure wireless access points are connected to the Contractor's proprietary network, which is shared with the Department. All Contractor products allow inmate communication with the Contractor's account holders only, while prohibiting inmate to inmate communication, including connection to other players. In addition, in order for any content to be loaded to the player, it must be digitally "signed" by the Contractor, eliminating the ability to load prohibited content. The tablet network is hardened by a powerful firewall that allows access only to the Contractor's servers.

- 3) **Fraud Lock:** If an unauthorized attempt is made to connect a player to a kiosk, an error message displays and the device locks. Any player not connected before its security timer expires will lock as well. This is configurable and can be turned on and off based on Department preferences.

Additionally, if the Department determines a player has been stolen or is being used inappropriately, individual players which are connected via Wi-Fi can be deactivated from the Wi-Fi network by the Contractor at the Department's request.

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- 4) Inmate Cloud: The Contractor offers unlimited cloud storage for each inmate. With cloud storage, player storage space is no longer an issue, since inmates can easily transfer songs and other media to and from their player. In addition, if an inmate is transferred to another facility, released, or loses his or her tablet, all purchased content may be easily retrieved from the cloud.
- 5) Warranty: The Contractor shall provide a 90 day warranty against defects. Repair or replacement to any defective player shall be completed within 21 business days after receipt of the defective player by the Contractor. In the event of loss/destruction/theft of the tablet, the Inmate Cloud shall enable the inmate to "restore" his/her media purchases on a replacement player. The content shall be restored to the replacement player at no cost to the inmate. Firmware and software of tablet devices will be routinely updated through syncs with the kiosk, in accordance with the Contractor's established release cycle.

4. Secure Mail (Email)

Friends and family (customers) access this service online at www.JPay.com and from the Contractor's iPhone and Android mobile apps to send email messages, photo attachments, VideoGrams, and eCards. Friends and family members must initiate a conversation in order for an inmate to respond. This opt-in system prevents unwanted inmate contact. Inmates may access their email via the kiosk in their housing unit and from their tablet. Once a message is received, the inmate can respond or compose a message to that contact. The inmate's response is then available on the JPay app or at JPay.com. Customers can delete inmate contacts at any time to prevent future correspondence. Inmates are allowed a maximum of 200 read, 200 unread, and 200 sent messages (and associated attachments) within their account at any one time. When a new message is received that exceeds the limit, the oldest message is then deleted.

- a. Truly Secure Email: The Contractor will provide the Department with an optimal email screening and intelligence system so that all incoming and outgoing messages are screened and approved before release. This includes keyword searching and other parameters defined by the Department.
- b. Stamps: Friends, family members, and inmates can buy and use virtual stamps from our website, mobile devices, or the kiosk to send emails, photo attachments, VideoGrams, and eCards. When sending an email, a customer can include an extra stamp to pay for the inmate's reply. Inmates purchase stamps via the inmate kiosk using their trust account. A one-page email (5,000 character limit) costs one stamp. Longer messages require additional stamps and customers are asked to confirm extra stamp expenditures before sending the email. Each added recipient also adds one stamp to the cost.
- c. Photo Album: Customers can attach photos to their emails that inmates can view on the kiosk and download to their tablets. All photo attachments will then be stored in their photo album app, unless deleted. From the kiosk, inmates can also submit a request to the facility for a printout of a photo attachment, enabling them to have a physical copy if the Department approves.
- d. Snap n' Send: Inmates and their friends and family can utilize the Snap n' Send feature on the JPay mobile app. It lets customers take and send a photo to an inmate in a single, intuitive step, similar to other popular photo-sharing apps. It integrates with the Contractor's secure email system, retaining all of the security benefits of email photo attachments while streamlining the process of sharing images.

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- e. Mailroom Equipment: As part of the Contractor's secure email service, they will provide each facility mailroom with a PC, monitor, printer, supply of toner, and paper. This equipment will be installed on the Department's existing network and will be maintained and replaced, if needed, by the Contractor. Upon conclusion of this agreement, equipment will belong to the Department. This will enable facility mailroom staff to print inmate emails and photo attachments as desired.
- f. Mail Management: The Contractor will work with the Department to determine the feasibility of implementing a mail management solution in year two (2) or three (3) of the Contract in which the Contractor will receive all physical mail sent to Department inmates, digitize it and transmit it to the inmate's email account.

5. VideoGrams

VideoGrams are 30-second video clips transferred between friends and family and inmates. Friends and family create the 30-second clip from the Contractor's smartphone app. Inmates may view and respond using the kiosk's handset and camera. The conversation continues between the parties and the clips stack up similar to a regular messaging app.

The Contractor will assign a team of trained representatives to review all VideoGrams for the Department at no cost. The Contractor's system is programmed to stop a VideoGram for review before delivery and, if necessary, flag it in the Facility System (Contractor's secure online management portal) for additional Department scrutiny or reject it entirely. Even after a VideoGram is delivered, the Department can still delete it via the Facility System. FDC staff can also use the Facility System to suspend inmates and/or customers from using the VideoGram product for a specified period of time or indefinitely. Alternatively, the Department can contact the Contractor and request a suspension of VideoGram capabilities for an inmate or customer.

6. eCards

Friends and family may use the JPay.com web site or the mobile app to send and receive eCards, while inmates can compose, send, receive, and save eCards via the inmate kiosk or a separate eCard app on their tablets. Inmates can download and save eCards to their tablets as well as browse the catalog and attach an eCard to an email to send to their loved ones.

7. Communications Center

The Contractor's Communications Center is a tool that offers inmates the ability to log a grievance, submit a sick call form, submit a PREA report, and manage the process, either from the inmate kiosk or the inmate's tablet. The information is routed electronically to the appropriate Department staff for review and response. The inmate receives the response electronically as well. This is available at no cost to the inmate or the Department.

The online Facility System will allow staff to view, sort, and reply to grievances since all activity is logged.

Facility Announcements: The Communications Center will also be configured to issue staff-to-inmate announcements. The facility staff member logs into the Facility System and creates the announcement, chooses the target audience (the entire facility, one or more living units, or even a particular inmate), and sends. The announcement is sent to the inmate's email account for easy viewing, either on the kiosk or the inmate's tablet.

The Communications Center must be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and the HITECH Act. Any service, software, or process that

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handles and/or transmits electronic protected health information must do so in full HIPAA compliance and with encryption provided as a part of the service, software, or process.

The Contractor agrees to safeguard Protected Health Information in accordance with the terms and conditions outlined in the Business Associate Agreement (**ATTACHMENT D**).

8. Media Store

The tablets will allow inmates to access the Contractor's Media Store to browse, purchase, and download music, games, news, eBooks, and other digital content. Inmates must sync their player to a kiosk to purchase and download their selections. The Department may request any content be removed from the media store by the Department's Contract Manager, or designee, submitting a request to the Contractor. Content shall be removed within three (3) business days of request. Songs may not be offered that are labeled as "explicit content." However, these songs can be made available in clean version formats. The Department may also restrict the catalog even further, if desired, by notifying the Contractor's Client Services team. If content is removed at the request of the Department, it will be removed from an inmate's tablet at the next sync with the kiosk. The inmate will receive a credit for the purchase and it will be applied to their account within five (5) business days.

- a. Music: Inmates use the Contractor's inmate kiosk to preview, select, purchase, and download music since it is the simplest, most interactive method available to perform music purchases. The music storefront shows the latest releases, top hits and most popular albums and also suggests other music a user may like based on their previous downloads. The kiosk will allow an inmate the following:

- 1) Search by artist, album, and genre from more than 11 million tracks;
- 2) Review descriptions of artists and albums;
- 3) Listen to a 30-second snippet of a song to make sure it is the desired version;
- 4) Browse the entire catalog, with real time updates; and
- 5) Download selected songs in seconds.

The Contractor's music platform will allow inmates to listen to music previews, view album art, and view album details, before purchasing a song or album.

Once an inmate is ready to purchase a song, they add it to their virtual shopping cart, agree to the transaction, and submit. The song will usually be available to download in the same kiosk session.

- b. Games: There are currently over 500 games available.

- 1) Game Catalog: In addition to several basic free games that are pre-installed on each tablet (with the Department's approval), inmates may browse the Contractor's Game Store on their tablet for an ever-growing selection of educational and recreational premium game content. An inmate can select any game to learn about it before deciding whether to purchase it.

- 2) Purchasing and Downloading Games: To purchase a game, the inmate clicks the "Buy Now" button to send the game to the virtual shopping cart for purchase. After the purchase is approved, the game will be available for download the next time the tablet syncs with the kiosk.

- c. News: The Contractor partners with Reuters, a leading news provider, to offer a daily news service for inmates. The newsfeed is updated daily with the latest articles and is available

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on the inmate kiosk for download to inmate tablets. News is available through a monthly subscription.

- d. eBooks: In addition to the 100 free books pre-installed on each tablet, the eBook Reader app on the tablet enables inmates to preview, buy, and store thousands of eBooks. Contractor's eBook library includes more than 30,000 titles from a variety of publishers and in several languages, including Spanish, French, Russian and German. Genres include classics, educational material, history and religious study. Inmates search the catalog on the kiosk and select eBooks to purchase and download to their device.
- e. Audiobooks: Inmates can browse, preview, and purchase an ever-growing selection of books in the Contractor's music catalog. Ideal for vision-disabled inmates, audiobooks eliminate many of the shortcomings of hardcopy books, such as portability, ease of use, checking books in and out of a library, and book damage/vandalism.
- f. Movies, TV Shows and Self-Help Videos: The Contractor's video rental app will be available later this year, by the time the implementation of the Department's system has been completed, and will let inmates browse the inmate kiosk catalog to rent and download a movie, television show, or self-help video of their choice. Selections will be available on the inmate's tablet for a specific period of time, and will then automatically delete. The model uses Digital Rights Management (DRM) technology, the standard in today's movie industry, to prevent copying, modifying, or redistributing. All selections will be appropriate for viewing within a corrections environment, meaning no titles will be offered that include unacceptable levels of violence, sexual situations, or other objectionable content.
- g. JPay Media Account: The JPay Media Account is a prepaid account inmates can use for all kiosk-related purchases, such as stamps, players, music, games and news. It is prepaid and managed by the Contractor which allows for real-time accuracy. All inmate kiosk accounts correlate with their JPay Media Account, their player device ID, all transaction history, their Inmate Trust Fund account and any past communications between the inmate and the Contractor's Help Desk. Media purchases made using the inmate's JPay Media Account will be available for download instantly.

At this time, the JPay Media Account will only be used to process inmate purchase refunds and promotional credit provided by the Contractor. The Department is open to considering alternative ways to utilize the JPay Media Account while ensuring that inmates are not able to place funds in their JPay Media Account as a way to circumvent paying debts owed to the Department. These discussions will begin within the first 90 days after Contract execution, the Contractor will present a solution within 60 days of finalization of the Department's requirements, and the Department will determine feasibility of implementation within 60 days of receipt of the solution. The Department is committed to seriously considering expansion of the use of the JPay Media Account, to the extent its meets the Department's requirements, is mutually beneficial, and is technical feasible.

9. Education Platform

The Contractor's Lantern is a Canvas-based LMS. The Contractor has modified this system to produce a secure corrections-based LMS. Lantern is compatible with content created in the leading industry LMS platforms; Canvas, Moodle, or Blackboard; however, there may be small differences such as file size specifications.

All student coursework is completed on and saved directly to his or her tablet. When a student syncs his or her tablet with a kiosk, all submitted coursework is uploaded to the Contractor's Lantern website for teachers/staff to access, grade, and provide feedback. Once assignments are

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graded on the Contractor's Lantern website and the student again syncs with the kiosk, the students will receive all new grades and communications from their teachers. This allows module completion and coursework to be tracked both on the tablet and the Contractor's Lantern website.

Khan Academy is a not-for-profit organization that promotes learning through a wide variety of concise, easily understood "How To" videos, including a free GED prep course. The Contractor will offer the entire Khan Academy video catalog to inmates through an app called KA Lite. Once a video is selected, inmates may watch the videos on their tablets.

10. Video Visitation

Inmates may participate in web-enabled live video chats with friends and family members who are at home on their personal computer using the multimedia kiosk (function will not be available on the inmate tablets).

- a. **Scheduling a Visit:** Scheduling a video visitation session is straightforward and is done online at jpay.com. If the Department prefers to restrict scheduling to friends and family who have been previously approved for onsite visitation, or a specific list for video visitation, the Contractor can verify customers' names against a Department-provided visitor list before allowing them to proceed with scheduling. Designated timeslots are available for video visitation sessions.
- b. **Customer Pays in Advance:** Once the inmate name and scheduled time is set, the friend or family member pays for a block of time in advance with a credit/debit card.
- c. **Participants are Notified via Email:** After payment, the system emails the customer and the inmate notifying them of the date and time of the session. The inmate is also notified of the assigned kiosk and the visitor's name. Shortly before the scheduled start time, the system emails a visit reminder to the customer and inmate.
- d. **Accessing the Session:** Contractor's video visitation system is designed to make visitation available to as many people as possible. Friends and family members may access the system from any computer with a standard webcam, microphone, and Adobe Flash (a free plug-in most PCs will already have). Customers log into their JPay.com account to access their scheduled visitation session, while inmates can use the assigned inmate kiosk to log into their account and access video visitation.

The session is initiated when both parties show up to conduct a visit. The Department can choose to set a "pre-start" window that allows the visit to initiate a few minutes earlier if both parties are available.

The video session will continue if either party disconnects, allowing the visit to resume quickly when that party reconnects. Since network connectivity can sometimes drop unexpectedly, it is essential that the Contractor's system accommodates such scenarios.

At the beginning of every visit, the video visitation application checks the user's camera, microphone and internet bandwidth to adjust the video quality for the best user experience. If the system detects a problem, it instructs the user how to fix it. If the visit is unable to occur due to network connectivity, the Contractor will credit the customer's account.

11. Facility System

The Contractor's Facility System provides the Contractor and the Department with access to reports and detailed transactions for all payments and batches. It also enables feature-rich

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management of release cards, email, video visitation, VideoGrams, and digital media downloads. It is accessible from any computer or mobile device with an internet connection.

- a. **Role-Based Access:** The Facility System authenticates Department users, providing both role-based access and permissions limited by facility. The Department determines which employees have access to the Facility System and administers access through discrete user groups.

The Contractor's Facility System is modifiable through rules applied to both user access as well as service control and reporting. These business rules are configurable according to the Department's reporting and management needs.

User rights are customized for each staff member, though individual staff members with similar rights can be granted identical levels of access by being added to a user group. When creating a user, authorized staff can add that user to a group without having to individually recreate permission sets for that user. Even if a user is assigned to a user group, Department administrators can tailor that user's permission levels and access. The Contractor agrees to explore integration with the Department's identity management platform for access to the Facility System.

- b. **Reporting:** Staff members use the Facility System to access details for all inmate communications, financial transactions, and purchases occurring in the kiosk/tablet system. Department users can generate standard and ad hoc reports on a per-facility basis or statewide. Users can also export all reports to other formats for advanced sorting and analysis and save them in PDF format.
- c. **Monitoring:** The Contractor will perform the tasks of screening email messages, email attachments (including photos), VideoGrams, and Video Visitation sessions. The parameters for monitoring will be set by the Department, in coordination with the Contractor within 60 days of Contract execution. Changes to monitoring criteria shall only be requested by the Department's Contract Manager, Deputy Director of Institutional Operations, or Chief of the Bureau of Security Operations, and shall be implemented with two (2) business days of request. However, if desired, the Department can also use the Facility System to view and manage this content. Even with the Contractor handling primary review and screening, Department staff can still access all inmate communications within the last 30 days through this portal.
- d. **Intel System:** Another tool available within the Contractor's Facility System is the Intel System, which includes search functionality and reports that enable investigators to detect inmate and customer linkages, identify suspicious activity, set up multiple alerts, and graphically map all data for easier analysis.
- e. **Router Detection:** This enables Department investigators to identify customers or inmates who communicate with a specified number of people. Conversely, the user can search for a list of all inmates who received communication from more than eight (8) different customers. From either list, the user can click any one of the inmates or customers listed in the search results, and the system will display all relevant customer and inmate data. For comprehensive searches and sorting, users can export search results to Microsoft Excel.
- f. **In-Depth Search Ability:** Department staff can also look up specific transactions or the complete history of an inmate or customer's activity. Transactions can be searched by any of the following criteria:

- 1) Inmate first, last, or full name;
- 2) Inmate ID (DC #);

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- 3) Customer first, last, or full name;
- 4) Customer account ID;
- 5) Customer IP address;
- 6) Batch number;
- 7) Transaction number; and
- 8) Customer phone number.

- g. Cross Jurisdictional Analysis: The Contractor currently works with more than 30 state correctional agencies and numerous county agencies around the country. In compliance with each agency's rules and regulations, the Contractor will share other jurisdictions' data with other system users to generate cross-border investigation results. During an investigation, Department investigators may require detailed information about transactions that occurred outside their jurisdiction (typically Department transactional data).

The Contractor's intelligence capabilities include the ability to view multiple degrees of separation in terms of inmate/customer relationships. The graphical map can display complex networks of associations between inmates and customers, not just direct contact (communication or funds transmission). The system is configurable to display as many degrees of separation as the Department prefers.

- h. Graphical Mapping: With the Intel Mapping feature, investigators can quickly see an inmate or customer's transactional network, saving hundreds of man-hours. Department investigators can use this tool to identify gangs or other Security Threat Groups. In addition, financiers or other members of the group on the outside are not only identified, but their full transaction history is easily accessible.

12. Customer Service

a. Inmate Support

Contractor agrees to provide support for its electronic products delivered to inmates. If a tablet is not working properly or a song is not downloading, the inmate needs quick resolution to their issue. The Contractor will provide a full-scale customer service apparatus supporting inmates on a daily basis. If an inmate experiences trouble, they write a ticket from the kiosk identifying their concern. The Contractor's agent reviews the ticket and gets to work on it immediately. If a refund is in order, it is processed immediately. Refunds can be credited in real time directly to the inmate's Media Account. Inmates may only have one (1) trouble ticket open at a time.

b. Department Support

When the Department requires support or identifies an issue with one or more kiosks or tablets, they can contact the Contractor through their established, dedicated team. The Contractor has two (2) distinct groups to support the Department; their Client Services Team and the Network Operations Center (NOC):

- 1) The Client Services Team communicates with Department staff on any request that may arise. An account manager, as well as client help desk, is available 24/7 to assist with any issues or identified support concerns. To submit a ticket, the Department would simply email or call the Contractor (contact information to be provided by the Contractor); and
- 2) The NOC monitors the kiosks and networks and is immediately alerted of any network issues that occur. Due to the NOC's diligence, most impending issues are discovered and corrected before inmates or staff are even aware of a problem. If the issue cannot be resolved remotely (almost 99% of the time it can), a field technician is dispatched to the facility.

c. Support Ticket Classification and Resolution

When a ticket is submitted by the Department or an issue is identified by the Contractor, it will be escalated according to the below process:

- 1) Priority 1 Tickets: Priority 1 trouble tickets are defined as any disruption or malfunction making all of the kiosks at any given facility unable to provide all or some services and applications. Upon notification or simply becoming aware of a software issue, the Contractor's technicians will respond to all Priority 1 trouble tickets within 24 hours. If onsite work is required, the Contractor, or designee, will dispatch a technician. The Contractor must notify the Department's Contract Manager, or designee, within 30 minutes of becoming aware of a Priority 1 issue. The Contractor's account manager will be in constant communication with the Department's Contract Manager and the facility's designated contact as to the trouble ticket's progress.
- 2) Priority 2 Tickets: Priority 2 trouble tickets are defined as any disruption or malfunction of kiosk service affecting 10-50% of the available kiosks at any given facility. Upon notification, the Contractor will respond to all Priority 2 trouble tickets within 48 hours. If onsite work is required, the Contractor will dispatch a technician. The Contractor must notify the Department's Contract Manager, or designee, within 60 minutes of becoming aware of a Priority 2 issue. The Contractor's account manager will be in constant communication with the Department's Contract Manager, or designee, and the facility's designated contact as to the trouble ticket's progress.
- 3) Priority 3 Tickets: Priority 3 trouble tickets are defined as any disruption or malfunction of kiosk service affecting 1 - 10% of the available kiosks at any facility. Upon notification, the Contractor will respond to all Priority 3 trouble tickets within 72 hours. The Contractor's account manager will ensure a daily update as to the trouble ticket's progress is provided to the facility's designated contact.
- 4) Support Request Tickets: Support Request trouble tickets are defined as any request from the Department for information such as recordings or mail messages or configuration changes such as disabling a tablet or kiosk. Urgent requests to disable a tablet or kiosk for security concerns will be addressed within one (1) hour. All other requests will be responded to by the Contractor within two (2) business days.

d. Friends and Family Support

Customers who experience issues with the Contractor's website, mobile app, or any of the services may contact a dedicated, customer service desk available 24 hours a day, 7 days a week. Agents available will include multilingual agents, to include English and Spanish.

13. Data Retention

The Contractor's system shall record all data with a historical transaction record, and data shall be stored/archived for retrieval/backup when requested by Department personnel, in accordance with the following:

- All historical data shall be centrally stored and accessible for reporting purposes;
- This information must be available for reporting in a standard transaction file format;
- All current and historical data files shall be retained by the Contractor, as specified, for a period of five (5) years after Contract expiration.

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- Recordings (Video Visitation sessions), secure messages (email), and message attachments (photos and VideoGrams) up to 30 days old will be available to the Department within the Facility System. VRS recordings will also be stored and available to the Department. All recordings and messages over 30 days will be available to the Department, upon request, within two (2) business days. All records shall be in a format readily accessible to the Department, upon request; and
- This information shall be available at no charge to the Department after termination or expiration of the Contract; and
- At the conclusion of the five (5) year retention period, after conclusion of the Contract, the Contractor shall destroy all Department data and provide a written certification of its destruction to the Department.

All data shall remain the property of the Department, and the Contractor shall not use data for any purpose other than as required in this Contract, unless specifically authorized by the Department in writing.

14. Data Security

All contractors must be able to comply with Department procedures that relate to the protection (maintaining confidentiality, integrity, and availability) of the Department's data and its collective information security. The Contractor must recognize the Department's entitlement to all Department-provided information or any information related to the Department generated as a result of or in participation with the services provided under this Contract. No disclosure or destruction of any Department data by the Contractor can occur without prior express consent from a duly authorized Department representative.

The Contractor must provide for the timely and complete delivery of all Department information in an appropriate and acceptable format before the contractual relationship effectively terminates.

15. Staffing

- a. **Team Engineers:** The Contractor will employ a team of engineers in South Florida to monitor the network, who will always remain aware of system stability and performance. Within a few hours of identifying a problem, the Contractor will update software or install a fix, if possible. For any outage that affects one or more housing units, the Contractor will notify the Department immediately.

In addition, the Contractor will designate one (1) NOC engineer, dedicated to this Contract, to support the shared portion of the network bandwidth and mobile device management. The Contractor will also designate one (1) additional in-house NOC engineer as Department-first to ensure Florida-related issues are always their top priority.

- b. **Field Technicians:** The Contractor will employ three (3) field technicians, dedicated to this Contract, in Florida that can arrive at a facility within hours to repair any issue that cannot be repaired remotely. In addition, field technicians make regular visits to each facility to ensure all kiosks and networks are running smoothly and manage any tablet-related issues.
- c. **Project Management:** The Contractor will dedicate one (1) PMP-certified Project Manager for implementation of the kiosk and tablet solution to ensure a hassle-free rollout. Additionally, the Contractor will designate dedicated staff to lead the Department through implementation and rollout of the electronic grievance system.

16. Training

- a. **Live Sessions:** The Contractor will provide initial training on how to operate the kiosks and tablets, as well as the Facility System, via instructor-led classrooms to the Department's staff at each facility. Live training ensures a more open dialogue and that the attendees have an opportunity to ask questions and become very familiar with all aspects of the Contractor's systems.
- b. **Remote Sessions:** With Department consent, the Contractor will use programs such as WebEx and Silverlight to perform follow-up and refresher computer-based training and offer supplementary remote guidance. This training is also used if additional services are implemented at a correctional facility already familiar with the Contractor's systems, or upon request from the Department. The Contractor will provide training guides for each facility. The materials are standardized for use by all employees and are easy to update, so references are always in step with the latest versions of the Contractor's solutions.
- c. **Training Materials:** Training manuals and tutorials are also available on the Facility System or can be distributed via email or any other electronic format the Department desires. The materials are distributed during and after training sessions, before software releases or during campaigns to promote learning and adoption of features.
- d. **Technical Training:** The Contractor will provide the Department's Office of Information Technology staff with in-person training on management of the wireless infrastructure within 14 calendar days of initial installation of the equipment. Refresher training will be offered annually, thereafter, using either in-person or video conferencing.

17. Transition

Within 30 days of Contract Execution, the Contractor shall complete the necessary site surveys, and within 30 days of such site surveys, shall submit an estimated Implementation Plan and Transition Schedule for the commencement of the Multimedia Kiosk/Tablet Program at all Department facilities to the Department's Contract Manager, or designee, and designated Implementation Project Manager. The Department's Implementation Project Manager shall approve and adjust the Implementation Plan and Transition Schedule, as deemed necessary, and will provide an approved final Implementation Plan and Transition Schedule to the Contractor within 10 days. Full implementation, which shall include delivery and installation of equipment and supplies, meeting security requirements at all facilities, and the training of Department staff at all facilities shall be completed no later than February 28, 2018.

The final approved Implementation Plan and Transition Schedule for this project will provide the date and time for the start of installation and a date certain for the system and equipment to be fully operational and delivering services. Wakulla Correctional Institution (CI) shall be the first sites at which the Multimedia Kiosk/Tablet Program shall be implemented. Installation at Wakulla CI will begin after the site survey is completed. Thereafter, the Contractor shall implement service delivery at all other institutions and facilities in accordance with the Implementation Plan and Transition Schedule. Multimedia Kiosk/Tablet Program services for satellite facilities will be implemented with the parent institution that is responsible for the oversight of the satellite facility. Final operational testing at each institution shall be coordinated between the Contractor and the Department.

Each site in the Implementation Phase, at a minimum, has the following subtasks:

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- ISP Circuit Activation
- Pre-Deployment Call
- Equipment Shipment
- Vendor Work
- On-site Testing and Configuration/Post Installation Confirmations with NOC
- Scheduling and Preparations for Site Activation, including Department approval for go-live
- Activation – Client Services and Field Engineering on-site

After the Contractor has activated the kiosks in all Department facilities, tablet sales will commence. Once the Contractor receives a list of inmates who own Keefe players, a 60-day promotional period will begin in which the Contractor will, via the kiosk, enable inmates who own a Keefe player to obtain a free JP5mini or purchase a JP5S 7" player for \$50. Inmates who own a Keefe player will also receive a \$10 media credit within two (2) weeks of placing their player order. The Contractor will offer tablets to the remainder of the inmate population at 50% off for a 60-day promotional period. After the promotional period, all inmates will purchase their tablet and applications in accordance with the fee structure outlined in **ATTACHMENT A**.

To help prevent issues with inmates who may transfer during the transition process, tablets will be available to inmates only after all facilities' kiosks are installed and online. Kiosk-based services, such as video visitation, secure mail, and grievances, will turn on at each facility as soon as that facility's installation is complete.

The Department will address the following, which shall be communicated to the Contractor:

- a. Current provider's warranty commitment;
- b. How inmates will redeem unused music credits;
- c. How inmates will retain previously-purchased music;
- d. Exact date for the current vendor to cease sales of players and songs;
- e. Current provider's player mortality timer; and
- f. How the current program will close out, including disposition of current players.

The Contractor will prepare a Frequently Asked Questions (FAQ) document for the Department to distribute to inmates and staff that details these key topics and any others that may need further explanation.

18. Value-Added Services

In lieu of commissions, the Contractor shall provide the below value-added goods and services at no cost to the Department. These products and services will be available after all facilities kiosks have been installed, with the exception of the Video Relay Services and associated tablets.

- a. **Video Relay Service:** The Contractor's Video Relay Service (VRS) provides an ADA- and FCC-compliant communications channel for deaf and hard-of-hearing inmates. This system provides a convenient and legally compliant way for hearing disabled inmates to communicate via the telephone. This service will be provided at no cost to the Department, the inmate, their friends, or family. All calls made through VRS will be recorded and made available to the Department.

The Contractor will use Purple Communications Inc. as the basis of its VRS-based services. Purple Communications is certified by the FCC to provide VRS and complies with all FCC regulations. Video Relay Service enables deaf and hard-of-hearing inmates to use a tablet to connect via video link to a certified (if available) American Sign Language (ASL) interpreter, who relays the conversation to a friend or family member over the phone and signs the response back to the inmate. The Contractor will also make VRS available to

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inmates through the kiosk, by June 30, 2018, to an approved calling list. Only inmates identified by the Department as "hearing disabled" will be allowed access to this service.

The Contractor will provide the Department 300 10" Lenovo tablets with ruggedized cases to facilitate use of the VRS throughout the state. The Contractor will be responsible for maintenance and replacement of these tablets. At the end of the Contract, these tablets will become property of the Department. VRS will be available on the tablets at the time of initial implementation of the kiosks at an institution.

- b. **Education Tablets:** The Contractor will supply the Department with 2,000 JP5S education tablets after the Department loads course content into the Contractor's Lantern program. Delivery must be made within 30 calendar days after the kiosk implementation has been completed.
- c. **Communications Monitoring:** The Contractor has designated personnel who will monitor photo attachments, VideoGrams, and Video Visitation at no cost to the Department.
- d. **Personal Computer Refresh:** The Contractor will supply the Department with 500 PCs every six (6) months for the life of this Contract in order help keep its technology current. Each PC will include:
 - A small form factor desktop PC with Intel dual-core CPU
 - 8 GB RAM
 - 500GB hard drive
 - DVD-R optical drive
 - Windows 10 OS
 - 19" monitor
 - Wired keyboard and mouse

The Contractor will provide the Department with PCs that meet the above minimum requirements, or the comparable requirements for future computers.

Initial delivery of these computers will take place no later than 60 calendar days after the kiosk implementation has been completed. After the initial delivery, the Contractor will work with the Department to agree on a delivery date for each subsequent bundle of 500 computers. The deliveries must take place no later than 30 days after the six (6) month period, unless specifically directed otherwise by the Department.

- e. **Officer Station iPads:** The Contractor will supply the Department with 1,500 iPad Air 2 32GB Wi-Fi tablets (or current comparable model for future years) for officer use, with 600 tablets available during Year One of the Contract, 650 tablets in Year Two, and 250 in Year Three. Initial delivery of the Year One tablets will take place no later than 60 calendar days after the kiosk implementation has been completed. The delivery date for tablets included for Contract Year Two and Contract Year Three, will be mutually decided with the Contractor and the Department. The deliveries must take place no later than 60 days after the anniversary date of the Contract, unless specifically directed otherwise by the Department. Users can access the internet via these mobile devices to log onto the Facility System and perform not only the above-mentioned tasks, but other Departmental functions as well. Tablets will include ruggedized Gumdrop cases with integrated hand and shoulder straps.
- f. **Network Bandwidth Sharing/MDM:** The Contractor will provide a portion of installed bandwidth to the Department for facility use, along with administrative access to specified FDC OIT staff. Availability will vary from facility to facility, but the Contractor will act as

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a VLAN managed service provider and work with every location to determine the bandwidth share for each, up to 15mbps, if available, or if 15 mbps is unavailable due to restrictions outside of the control of the Contractor, 25% of the total bandwidth available. The Contractor will also implement and manage network access for Department-operated mobile devices using Cisco Mobile Device Management (MDM). At the end of this Contract, the Department retains ownership of the network backbone.

- g. **Additional Network Installations:** The Contractor will extend network access to 3-5 additional buildings for the Department's use at 50 select FDC institutions and 17 annexes. The Contractor will also install networks in the 13 Department-operated Community Release Centers, along with one (1) inmate kiosk at each facility, unless utilization indicates additional kiosks should be added.
- h. **Purchasing Phone Time:** The Contractor will implement an application on the inmate kiosk to enable inmates wishing to purchase phone time to do so. This will provide inmates an additional avenue for phone time purchasing so they are not limited to obtaining it only from the contracted phone vendor's system. The Contractor will also provide a tool for inmates to manage their approved phone contacts list from the inmate kiosk. This is dependent on cooperation from the Department's current contracted phone provider.
- i. **Connectivity for Special Housing Units:** The Contractor will install wireless access into Special Housing Units (including Close Management, Administrative and Disciplinary Confinement, Death Row, Infirmary, Transitional Care Units (TCU's) and Crisis Stabilization Units (CSU's)), notwithstanding technical constraints due to the physical layout of these units, for those inmates to stay connected to their friends and family via tablets and/or kiosks. Additionally, the Contractor will provide black & white printing of Secure Mail messages for all inmates in Special Housing (not including attachments) at no cost to the inmate or the Department.
- j. **Friends and Family Email Blasts:** The Contractor's marketing team will work with the Department to periodically, or as the need arises, send out email blasts to Department inmates' friends and family members who are registered customers on jpay.com, notifying them of important information. Distribution can be set up for friends and family members of inmates at a particular facility, group of facilities, or statewide. Communications will be approved prior to sending by the Department's Contract Manager, or designee.
- k. **Electronic Survey System:** By Contract Year Two, the Contractor will develop an electronic survey system for inmates, available from both the kiosks and tablets, to provide valuable feedback to Department staff on any issues the Department chooses. Feedback will not be attributable to a particular inmate, which will encourage respondents to be more forthcoming with their opinions and experiences.
- l. **Complementary Content:** A selection of relaxing music, selection of basic games, and 100 eBooks (selected by the Department), and standard apps will be loaded onto each inmate tablet at no cost to the Department or inmate upon the initial sync with the kiosk.
- m. **Law Library:** The Contractor will work with the Department to explore solutions for providing inmate access to an electronic law library via the kiosk.

G. Service Locations/Implementation Timetable

The Contractor's goal is to roll out the entire state, at the locations included in **ATTACHMENT B**, in approximately nine (9) months, notwithstanding technical limitations that may extend the timeline. The Contractor will be implementing region by region while installing multiple sites concurrently,

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starting with the Wakulla Correctional Institution in Region I. Within 30 days of Contract Execution, the Contractor shall provide an Implementation Plan and Schedule. This schedule requires approval of the Department prior to implementation. The schedule will be adjusted after site surveys are completed.

The Department reserves the right to add/delete institutions and/or facilities, equipment, services, and applications in the operations of the Multimedia Kiosk/Tablet program, upon 30 days written notice to the Contractor.

H. Administrative Requirements

1. The Department will not provide any administrative functions or office support for the Contractor (e.g., clerical assistance, office supplies, telephone equipment and service, copiers, fax machines and preparation of documents), except as indicated in this Contract.
2. The Contractor shall furnish its own support services (e.g., secretarial or clerical staff).
3. The Contractor shall be responsible for providing and paying for the following items, to include but not be limited to:
 - a. Office supplies;
 - b. Office equipment; and
 - c. Forms.

I. Contractor's Requirements

1. 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, F.A.C., 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.

The Contractor or Contractor's staff shall comply with the Department's Security Requirements for Contractors (**ATTACHMENT C**) on institutional and facility security policies. Violations of these rules could result in termination of the Contract. The Contractor shall contact, within 10 calendar days of execution of this contract, the institution(s) or facility(ies), within each region for which the Contract was awarded, to obtain a copy of any specific institutional or facility rules.

In addition, the Contractor shall ensure that all staff adhere 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 interact with any inmate, except as related to services provided 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, an inmate's family, or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Department's 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.

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- c. The Contractor's staff shall not enter into any business relationship with inmates, 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. At no time shall the Contractor or Contractor's staff, while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or that bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency.
- g. 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 Department's Contract Manager, or 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.
- h. The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Department's Contract Manager, or designee, within 24 hours, of the Contractor's knowledge of the incident.

2. TB Screening/Testing

The Contractor shall ensure Contractor's staff performing services under this Contract at institutional sites are 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.

3. Staff Levels and Qualifications

- a. 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.
- b. The Contractor shall NOT provide individuals possessing "temporary work visas" to fill positions under this Contract.
- c. All contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Department staff and inmates.

4. Staff Background/Criminal Record Checks

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- 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), 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. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). 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 also ensure that the Department's Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC 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 FCIC/NCIC background check conducted.
 - c. No person who has been barred from any Department institution or other facility shall provide services under this Contract.
 - d. 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.
 - e. 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 Department's 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 \$200 or less), or when the 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

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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.

J. 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. **Monthly Inmate Sales Report:** The Contractor shall provide the Department's Contract Manager, or designee, with a monthly report which includes the following for every purchase made that month:
 - Inmate Name
 - DC#
 - Facility Name
 - Kiosk Identifier
 - Type of media (Music, Games, Movie, Email, etc.)
 - Name of purchase (Song title, Movie Title, etc.)
 - Date of Purchase
 - Unit Price of Purchase
 - Equipment Purchased (JP5mini, JP5S, earbuds, armband, etc.)

This report is due by the 10th of the month for the previous month's activity.

2. **Monthly Friends & Family Sales Report:** The Contractor shall provide the Department's Contract Manager, or designee, with a monthly report which includes the following for every purchase made that month:
 - Inmate Name
 - DC#
 - Facility Name
 - Purchase made using website or mobile app
 - Number of stamps purchased
 - Number of stamps used
 - Type of content used (Video Visits, Secure Mail, VideoGrams, etc.)
 - Date of Each Purchase
 - Unit Price of Purchase

This report is due by the 10th of the month for the previous month's activity.

3. **Monthly Connectivity Report:** The Contractor shall provide the Department's Contract Manager, or designee, with a monthly report which includes the following for every active tablet:
 - Inmate Name
 - DC#
 - Facility Name
 - Kiosk Identifier
 - Type of equipment
 - Number of days since last kiosk sync

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This report is due by the 10th of the month for the previous month’s activity.

4. **Monthly Support Report:** The Contractor shall provide the Department’s Contract Manager, or designee, with a monthly report which includes the following for every ticket, as applicable (not including tickets opened by inmates):
 - Date Opened
 - Time Opened
 - Who Opened (Contractor or Department)
 - Name of Person Opening/Submitting Ticket
 - Priority of Ticket
 - Description of Issue
 - Time Department’s Contract Manager Notified (Priority 1 and 2 only)
 - NOC Technician Assigned
 - Remote Assistance Resolved (Yes, No, N/A)
 - Onsite Technician Deployed (If yes, provide technician and date/time of visit)
 - Facility Name
 - Kiosk(s) Identifier
 - Description of Issue Resolution
 - Date Ticket Closed

This report is due by the 10th of the month for the previous month’s activity.

5. **Annual Sales Report:** The Contractor shall provide the Department’s Contract Manager, or designee, with an annual report which includes yearly information from the Monthly Inmate Sales Report and Monthly Friends & Family Sales Report. This report is due by July 15th each year for the prior fiscal year (July 1-June 30).
6. **Ad-hoc Reports:** The Contractor shall provide the Department ad hoc reporting data, upon request of the Department’s Contract Manager, or their designee, or the Department’s Office of Inspector General, within five (5) business days from the date of the request.

K. Provided Materials

The Contractor agrees to provide the following:

Item Description	Due Date	Description
DEL - 01 Final Implementation Plan and Transition Schedule	30 days after the completion of the site surveys	Provide a Final Implementation Plan and Transition Schedule.
DEL - 02 End-of-Contract Transition Plan	90 days after Contract execution	Transition plan that documents the Contractor’s plans for transitioning to another Vendor upon the expiration, or termination, of the Contract.
DEL - 03 Frequently Asked Questions (FAQ) Document	45 days after each six-month period of the Contract	The Contractor shall provide a Frequently Asked Questions (FAQ) document to be distributed to Department staff and inmates upon implementation at each facility.
DEL - 04 Training	Initial brochures must be delivered within 45 days of Contract execution, and additional brochures	Develop and provide training materials, and instructional brochures for Department staff, inmates and family/friends.

	must be provided 15 business days from Department's request.	
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L. Performance Measures

The Department has developed the following Performance Measures which shall be used to measure the Contractor's performance and delivery of services.

The Contractor shall comply with all contract terms and conditions upon execution of the Contract and the Department may monitor the Contractor's service delivery beginning the second month after implementation of services is complete to ensure that contract requirements are being met.

Listed below are the key Performance Measures, Standards, and associated financial consequences deemed most crucial to the success of the overall desired service delivery.

1. Performance Measure #1 – Reports

Measure: The Contractor shall submit all reports in the timeframe specified based on a review of reports submitted and dates received. This shall be reviewed as a part of the monitoring procedure to assure compliance

Standard: Ninety-five percent (95%) of all required reports shall be submitted in the timeframe specified on a monthly basis. Annual reports will be reviewed in the month they are due.

Financial Consequence \$250.00 per percentage point, or fraction thereof, below 95%, monthly.

2. Performance Measure #2 – Priority 1 Outage Notification

Measure: The Contractor shall notify the Department's Contract Manager, or designee, within 30 minutes of discovery of a Priority 1 outage.

Standard: Ninety-eight percent (98%) of the time the Department's Contract Manager, or designee, will be notified within 30 minutes of discovery of a Priority 1 outage.

Financial Consequence \$500.00 per percentage point, or fraction thereof, below 98%, monthly.

3. Performance Measure #3 – Priority 2 Outage Notification

Measure: The Contractor shall notify the Department's Contract Manager, or designee, within 60 minutes of discovery of a Priority 2 outage.

Standard: Ninety-five percent (95%) of the time the Department's Contract Manager, or designee, will be notified within 60 minutes of discovery of a Priority 2 outage.

Financial Consequence \$300.00 per percentage point, or fraction thereof, below 95%, monthly.

4. Performance Measure #4 – Priority 1 Ticket Response

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- Measure: Upon notification or simply becoming aware of a software issue, the Contractor’s technicians will respond to all Priority 1 trouble tickets within 24 hours. If onsite work is required, the Contractor will dispatch a technician.
- Standard: Ninety-eight percent (98%) of the time the Contractor will respond to all Priority 1 trouble tickets within 24 hours.
- Financial Consequence \$500.00 per percentage point, or fraction thereof, below 98%, monthly.

5. Performance Measure #5 – Priority 2 Ticket Response

- Measure: Upon notification or simply becoming aware of a software issue, the Contractor’s technicians will respond to all Priority 2 trouble tickets within 48 hours. If onsite work is required, the Contractor will dispatch a technician.
- Standard: Ninety-five percent (95%) of the time the Contractor will respond to all Priority 2 trouble tickets within 48 hours.
- Financial Consequence \$300.00 per percentage point, or fraction thereof, below 95%, monthly.

By execution of this Contract, the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above. The Contractor expressly agrees to the imposition of financial consequences, 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 financial consequences assessed accompanied by detail sufficient for justification of assessment. The Contractor shall forward a cashier’s check, money order, or company check to the Department’s Contract Manager, payable to the Department in the appropriate amount, within 10 business days of receipt of a written notice of demand for consequences due. If payment is not remitted within 30 calendar days, the Department reserves the right to suspend inmate access to Contractor services.

M. Deliverables

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

1. Services pursuant to Section II., F., Contractor’s Responsibilities; and
2. Reports as required in Section II., J., General Reporting Requirements.

N. Monitoring and Evaluation Methodology

The Department’s Contract Manager, or designated Department staff, will perform monitoring during the term of the Contract, but not less than once a year to ensure Contract compliance. Monitoring shall include periodic review of compliance with contract service delivery and review of all contract requirements. The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits at any site where services are delivered pursuant to this Contract.

The Department’s Contract Manager will provide a written monitoring report to the Contractor within three (3) weeks of the monitoring visit.

When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the Department’s Contract

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Manager within 10 days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Department's Contract Manager, and will occur within 30 days of the original monitoring visit, at which time full compliance must be met. Failure to correct deficiencies after 30 days from the date-of-receipt of a written monitoring report notating the deficiencies may result in assessment of Financial Consequences, and/or determination of breach of Contract and termination of services.

III. FINANCIAL OBLIGATIONS

The parties acknowledge that this Contract is not intended to generate financial payments between the parties. However, in the event that costs are incurred as a result of either or both parties performing their duties or responsibilities under this Contract, each party agrees to be responsible for their own costs, unless otherwise specified in this Contract.

A. 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.

B. 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:

Edward "Joe" Millender
Bureau of Contract Management & Monitoring
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3669
Email: Edward.Millender@fdc.myflorida.com

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 and evaluate the Contractor's performance;
5. Direct the Contract Administrator to process all amendments, renewals, and terminations of this Contract; and
6. 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.

B. Department's Contract Administrator

The Contract Administrator for this Contract will be:

Contract Administrator
Bureau of Procurement

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Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Facsimile: (850) 488-7189

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:

Annette Chambers-Smith, Chief Operating Officer
JPay, Inc.
10981 Marks Way
Miramar, FL 33025
Telephone: (954) 862-6900; ext. 1020
Email: achambers-smith@jpay.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.

V. CONTRACT MODIFICATION

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

VI. TERMINATION

A. Termination at Will

This Contract may be terminated by the Contractor upon no less than 90 calendar days' notice, and upon no less than 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 material breach of this Contract occurs by the Contractor, which is left uncured after the expiration of thirty (30) days' written notice by the Department, the Department may terminate this 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, F.A.C. The provisions herein do not limit the Department's right to remedies at law or to damages.

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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 this Contract.

VII. **CONDITIONS**

A. Records

1. Public Records Law

The Contractor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (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 for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S, the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and §119.07(1), F.S.

If the Contractor has questions regarding the application of Chapter 119, F.S., to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:

**Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3605
Fax: (850) 922-4355
Email: CO.PublicRecords@fdc.myflorida.com**

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.

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- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.
- c. The Contractor shall comply with all requirements of CFO Memorandum #3 (2014-15), as applicable.

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 this Contract for a period of five (5) years following the termination of the Contract. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this Contract. Copies of all records and documents shall be made available for the Department upon request. All invoices and 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 following the termination of the Contract, 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 10 calendar days if/when the records are moved to a new location.

B. Rights to Examine, Audit and Administer Resources

The Contractor will permit online and onsite visits by the Department's authorized employees, officers, inspectors, and agents during an administrative or criminal investigation. The process can begin with either declaration of a computer security incident (CSIRT) from the Department's CIO or Information Security Manager or directly from the Department's Inspector General.

The Contractor will make available any and all operating system computer logs generated by the mainframe, servers, routers, and switches as requested. If requested, the Contractor will provide the Department with administrative level on-line access to the server console interfaces and logs.

Right to Audit: The Contractor will permit and facilitate both physical and virtual access to the mainframe, servers, intrusion prevention system, firewalls, routers and switches by the Department's authorized audit staff or representatives. Such access may include both internal and external security scans of those resources. The Contractor will work with the Department to create a real-time integration with current Department monitoring utilities.

In certain criminal investigations it may be necessary for the Department to seize control of the mainframe or servers for the purpose of evidentiary control, pursuant to Sections 20.055 and 944.31, F.S.

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.

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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 Section 403.7065, F.S.

E. 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 this Contract, any current or former employee of the Department where such employment conflicts with Section 112.3185, F.S.

F. 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 this Contract.

G. 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.

H. Indemnification

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 this Contract, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

I. 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. This shall include, but is not limited to, worker's compensation and general liability coverage. 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 Department's 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, F.S., the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

J. 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

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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.

K. Disputes

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

L. 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 that are 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, F.S., 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.

M. 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

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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) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. 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 this Contract. Failure by the Contractor to pay the subcontractor within seven (7) business days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) 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 15% of the outstanding balance due.

N. 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 this Contract to another governmental agency of the State of Florida upon giving written notice to the Contractor.

O. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this 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.

P. Severability

The invalidity or unenforceability of any particular provision of this 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 this Contract can still be determined and effectuated.

Q. Use of Funds for Lobbying Prohibited

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

R. 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.

S. 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

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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.

T. Department of State Licensing Requirements

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

U. MyFloridaMarketPlace Vendor Registration

All vendors that have not 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.

V. 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, F.S., for Category Two for a period of 36 months from the date of being placed on the Convicted Vendor List.

W. 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.

X. Scrutinized Companies Lists

If the Contract exceeds \$1,000,000.00 in total, not including renewal years, the Contractor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S., and 215.4725, F.S. Pursuant to Section 287.135(5), F.S., and 287.135(3), F.S., the Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification, or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

Y. 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.

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Z. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Contract, nor any amendment, addendum or exhibit 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.

AA. 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.

BB. Scope Changes After Contract Execution

During the term of the Contract, the Department may unilaterally require, by written order, 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 in the Contract prices or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor 30 days in advance of any Department required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal Contract Amendment.

CC. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Contractor, and any subcontractor, understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

DD. Appropriations

To the extent applicable to this no cost contract, the State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature

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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, including any attachments and the ACS Agreement documents in Section I.(C) above, contains all the terms and conditions agreed upon by the parties.

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

CONTRACTOR:
JPAY, INC.

SIGNED
BY:



NAME: Errol Feldman

TITLE: Chief Executive Officer (CEO)

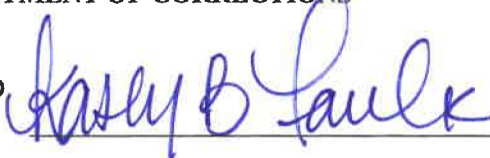
DATE: 4/17/2017

FEID #: 01-0756761

DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED
BY:



NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: 4/17/17

SIGNED
BY:



NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: 4/17/2017

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**ATTACHMENT A
Fee Structure**

Item Description	Cost
JP5mini 4.3" Tablet (include earbuds and protective case)	\$79.99*
JP5S 7" Tablet (include earbuds and protective case)	\$129.99*
Replacement Earbuds	\$10.00
Armband	\$10.00
High Definition Wired Headphones	\$40.00
Songs	\$1.00 - \$2.50
Games	Free - \$7.99
Movies	\$0.99 - \$7.99
Audiobooks	\$0.99 - \$19.99
News Subscriptions	Up to \$7.99 per month
eBooks	\$0.99
Video Visitation	\$2.95/ per 15 minute session
Electronic Stamps:	
Single Stamp (inmate purchase only)	\$0.39**
10 Stamp Bundle	\$4.40
30 Stamp Bundle	\$12.00
60 Stamp Bundle	\$21.00
Secure Mail Message (up to 5,000 characters)	1 electronic stamp
VideoGram	4 electronic stamps
eCard	1 electronic stamp
Photo Attachment	1 electronic stamp
Black & White Printout of Mail Message or Mail Attachment***	\$0.25
Color Printout of Mail Attachment***	\$1.00

- * For the first 60 days of the promotional period, players will be available at half price for inmates who are new customers.
- ** At the Department's request, the Contractor will offer inmates the ability to purchase a single stamp. This single-stamp purchase will not be available for friends and family.
- *** No charge for mail message printouts for inmates in Special Housing Units. Friends and family will be charged one (1) additional electronic stamp for each mail attachment to cover cost of printouts. For example, an email with one (1) attachment would cost three (3) electronic stamps instead of two (2).

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ATTACHMENT B		
List of Institutions and Satellite Facilities		
Region	Facility Name	Address
1	APALACHEE C.I.-EAST UNIT	Physical: 35 APALACHEE DRIVE SNEADS, FL 32460-0000
1	APALACHEE WEST UNIT	Physical: 52 WEST UNIT DRIVE SNEADS, FL 32460-0000
1	CALHOUN C.I.	Physical: 19562 SE INSTITUTION DRIVE BLOUNTSTOWN, FL 32424-9700
1	CALHOUN WORK CAMP	Physical: 19564 INST. DRIVE BLOUNTSTOWN, FL 32424-0000
1	CENTURY C.I.	Physical: 400 TEDDER ROAD CENTURY, FL 32535-0000
1	CENTURY WORK CAMP	Physical: 400 TEDDER ROAD CENTURY, FL 32535-0000
1	FRANKLIN C.I.	Physical: 1760 HIGHWAY 67N CARRABELLE, FL 32322-0000
1	FRANKLIN WORK CAMP	Physical: 1760 HWY 67 NORTH CARABELLE, FL 32322-0000
1	GADSDEN RE-ENTRY CENTER	Physical: 540 OPPORTUNITY LANE HAVANA, FL 32357-0000
1	GULF C.I.	Physical: STEELE ROAD WEWAHITCHKA, FL 32465-0010
1	GULF ANNEX	Physical: 500 IKE STEEL ROAD WEWAHITCHKA, FL 32465-0010
1	GULF FORESTRY CAMP	Physical: 3222 DOC WHITFIELD RD. WHITE CITY, FL 32465-0000
1	HOLMES C.I.	Physical: 3142 THOMAS DRIVE BONIFAY, FL 32425-4238

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1	HOLMES WORK CAMP	Physical: 3182 THOMAS DRIVE BONIFAY, FL 32425-4238
1	JACKSON C.I.	Physical: 5563 10TH STREET MALONE, FL 32445-3144
1	JACKSON WORK CAMP	Physical: 5607 10TH STREET MALONE, FL 32445-9998
1	JEFFERSON C.I.	Physical: 1050 BIG JOE ROAD MONTICELLO, FL 32344-9745
1	LIBERTY C.I.	Physical: LIBERTY COUNTY RD. 1641 BRISTOL, FL 32321-9711
1	NORTH WEST FLORIDA RECEPTION CENTER (NWFRC)- MAIN UNIT	Physical: STATE ROAD 279 (4455 SAM MITCHELL ROAD) CHIPLEY, FL 32428-3597
1	NWFRC ANNEX	Physical: STATE ROAD 279 (4455 SAM MITCHELL ROAD) CHIPLEY, FL 32428-3597
1	OKALOOSA C.I.	Physical: 3189 COLONEL GREG MALLOY ROAD CRESTVIEW, FL 32539-0000
1	OKALOOSA WORK CAMP	Physical: 3189 COLONEL GREG MALLOY ROAD CRESTVIEW, FL 32539-6708
1	PANAMA CITY COMMUNITY RELEASE CENTER (C.R.C.)	Physical: 3609 HIGHWAY 390 PANAMA CITY, FL 32405-0000
1	PENSACOLA C.R.C.	Physical: 3050 N "L" STREET PENSACOLA, FL 32501-0000
1	QUINCY ANNEX	Physical: HWY. 267 SOUTH (2225 PAT THOMAS PARKWAY) QUINCY, FL 32351-0000
1	SANTA ROSA C.I.	Physical: 5850 E. MILTON ROAD MILTON, FL 32583-0000
1	SANTA ROSA ANNEX	Physical: 5850 E. MILTON ROAD MILTON, FL 32583-0000

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1	SANTA ROSA WORK CAMP	Physical: 5850 E. MILTON ROAD MILTON, FL 32583-0000
1	TALLAHASSEE C.R.C	Physical: 2616A SPRINGHILL ROAD TALLAHASSEE, FL 32310-0000
1	WAKULLA C.I.	Physical: 110 MELALEUCA DR. CRAWFORDVILLE, FL 32327-0000
1	WAKULLA ANNEX	Physical: 110 MELALEUCA DR. CRAWFORDVILLE, FL 32327-0000
1	WAKULLA WORK CAMP	Physical: 110 MELALEUCA DR. CRAWFORDVILLE, FL 32327-0000
1	WALTON C.I.	Physical: 691 INSTITUTION ROAD DEFUNIAK SPRINGS, FL 32433-0000
1	WALTON WORK CAMP	Physical: 301 INSTITUTION ROAD DEFUNIAK SPRINGS, FL 32433-0000
2	TAYLOR C.I.	Physical: 8501 HAMPTON SPRINGS ROAD PERRY, FL 32348-0000
2	TAYLOR ANNEX	Physical: 8501 HAMPTON SPRINGS ROAD PERRY, FL 32348-0000
2	TAYLOR WORK CAMP	Physical: 8501 HAMPTON SPRINGS ROAD PERRY, FL 32348-0000
2	BAKER C.I.	Physical: 20706 US HWY 90 WEST SANDERSON, FL 32087-0000
2	BAKER RE-ENTRY CENTER	Physical: 20706 U.S. Highway 90 West SANDERSON, FL 32087-2359
2	BAKER WORK CAMP	Physical: 20706 US HWY 90 WEST SANDERSON, FL 32087-0000
2	COLUMBIA C.I.	Physical: 216 S.E. CORRECTIONS WAY LAKE CITY, FL 32025-0000

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2	COLUMBIA ANNEX	Physical: 216 S.E. CORRECTIONS WAY LAKE CITY, FL 32025-0000
2	COLUMBIA WORK CAMP	Physical: 216 S.E. CORRECTIONS WAY LAKE CITY, FL 32025-0000
2	CROSS CITY C.I.	Physical: 568 N.E. 255TH STREET CROSS CITY, FL 32628-0000
2	CROSS CITY WORK CAMP	Physical: 568 N.E. 255TH STREET CROSS CITY, FL 32628-0000
2	FLORIDA STATE PRISON (FSP)	Physical: 7819 NW 228 STREET RAIFORD, FL 32026-0000
2	GAINESVILLE WORK CAMP	Physical: 1000 NE 55TH BLVD. GAINESVILLE, FL 32609-0000
2	HAMILTON C.I.	Physical: 10650 SW 46TH ST JASPER, FL 32052-0000
2	HAMILTON ANNEX	Physical: 10650 SW 46TH ST JASPER, FL 32052-0000
2	HAMILTON WORK CAMP	Physical: 10650 SW 46TH ST JASPER, FL 32052-0000
2	LANCASTER C.I.	Physical: 3449 SW SR 26 TRENTON, FL 32693-0000
2	LANCASTER WORK CAMP	Physical: 3449 SW SR 26 TRENTON, FL 32693-0000
2	LAWTEY C.I.	Physical: 22298 NE CR 200-B, LAWTEY RAIFORD, FL 32026-0000
2	MADISON C.I.	Physical: 382 SW MCI WAY MADISON, FL 32340-2695
2	MADISON WORK CAMP	Physical: 382 SW MCI WAY MADISON, FLORIDA, FL 32340-0000

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2	MAYO C.I. ANNEX	Physical: 8784 US 27 WEST MAYO, FL 32066-0000
2	MAYO WORK CAMP	Physical: 8784 US 27 WEST MAYO, FL 32066-0000
2	NEW RIVER C.I.	Physical: 8000 NW 80th Place Raiford, FL 32083
2	PUTNAM C.I.	Physical: 128 YELVINGTON ROAD EAST PALATKA, FL 32131-0000
2	RECEPTION AND MEDICAL CENTER (RMC)	Physical: 7765 S COUNTY RD 231 LAKE BUTLER, FL 32054-0000
2	SUWANNEE C.I	Physical: 5964 U.S. HIGHWAY 90 LIVE OAK, FL 32060-0000
2	SUWANNEE ANNEX	Physical: 5964 U.S. HIGHWAY 90 LIVE OAK, FL 32060-0000
2	SUWANNEE WORK CAMP	Physical: 5964 U.S. HIGHWAY 90 LIVE OAK, FL 32060-0000
2	TOMOKA C.I.	Physical: 3950 TIGER BAY ROAD DAYTONA BEACH, FL 32124-0000
2	TOMOKA WORK CAMP	Physical: 3950 TIGER BAY ROAD DAYTONA BEACH, FL 32124-0000
2	UNION C.I.	Physical: HWY 16 NW OF STARKE (7819 NW 228TH STREET) RAIFORD, FL 32026-4000
2	UNION WORK CAMP	Physical: HWY 16 NW OF STARKE (7819 NW 228TH STREET) RAIFORD, FL 32026-4000
3	MARION C.I.	Physical: 3269 NW 105TH. STREET LOWELL, FL 32663-0158
3	MARION WORK CAMP	Physical: 3269 NW 105TH. STREET LOWELL, FL 32663-0158

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3	FLORIDA WOMEN'S RECEPTION CENTER	Physical: 3700 NW 111TH PLACE OCALA, FL 34482-0000
3	LOWELL C.I.	Physical: 11120 NW GAINESVILLE ROAD OCALA, FL 34482-1479
3	LOWELL ANNEX	Physical: 11120 NW GAINESVILLE ROAD OCALA, FL 34482-1479
3	LOWELL WORK CAMP	Physical: 11120 NW GAINESVILLE ROAD OCALA, FL 34482-1479
3	ARCADIA ROAD PRISON	Physical: 2961 NW COUNTY ROAD #661 ARCADIA, FL 34266-0000
3	AVON PARK C.I.	Physical: 8100 HIGHWAY 64 EAST AVON PARK, FL 33825-0000
3	AVON PARK WORK CAMP	Physical: 8100 HIGHWAY 64 EAST AVON PARK, FL 33825-0000
3	CENTRAL FLORIDA RECEPTION CENTER (CFRC)	Physical: 7000 H.C. KELLEY RD. ORLANDO, FL 32831-2518
3	DESOTO ANNEX	Physical: 13617 SE HWY 70 ARCADIA, FL 34266-0000
3	DESOTO WORK CAMP	Physical: 13617 SE HIGHWAY 70 ARCADIA, FL, FL 34266-0000
3	HARDEE C.I.	Physical: 6901 STATE ROAD 62 BOWLING GREEN, FL 33834-9810
3	HARDEE WORK CAMP	Physical: 6899 S.R. 62 BOWLING GREEN, FL 33834-9810
3	HERNANDO C.I.	Physical: 16415 SPRING HILL DRIVE BROOKSVILLE, FL 34604-8167
3	KISSIMMEE C.R.C.	Physical: 2925 MICHIGAN AVENUE KISSIMMEE, FL 34744-0000

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3	LAKE C.I.	Physical: 19225 U. S. HWY 27 CLERMONT, FL 34715-9025
3	LARGO ROAD PRISON	Physical: 5201 ULMERTON ROAD CLEARWATER, FL 33760-4091
3	ORLANDO C.R.C.	Physical: 7300 LAUREL HILL ROAD ORLANDO, FL 32818-0000
3	PINELLAS C.R.C.	Physical: 5205 ULMERTON ROAD CLEARWATER, FL 33760-0000
3	POLK C.I.	Physical: 10800 EVANS ROAD POLK CITY, FL 33868-6925
3	POLK WORK CAMP	Physical: 10800 EVANS ROAD POLK CITY, FL 33868-6925
3	ST. PETE C.R.C.	Physical: 4237 8TH AVE. SOUTH ST. PETERSBURG, FL 33711-2000
3	SUMTER C.I.	Physical: 9544 COUNTY ROAD 476B BUSHNELL, FL 33513-0000
3	SUMTER ANNEX	Physical: 9544 COUNTY ROAD 476 B BUSHNELL, FL 33513-0000
3	SUMTER B.T.U.	Physical: 9544 COUNTY ROAD 476 B BUSHNELL, FL 33513-0000
3	SUMTER WORK CAMP	Physical: 9544 COUNTY ROAD 476 B BUSHNELL, FL 33513-0000
3	ZEPHYRHILLS C.I.	Physical: 2739 GALL BOULEVARD ZEPHYRHILLS, FL 33541-9701
4	ATLANTIC C.R.C.	Physical: 263 FAIRGROUNDS ROAD WEST PALM BEACH, FL 33411-0000
4	CHARLOTTE C.I.	Physical: 33123 OIL WELL RD. PUNTA GORDA, FL 33955-0000

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4	DADE C.I.	Physical: 19000 SW 377TH STREET FLORIDA CITY, FL 33034-0000
4	EVERGLADES C.I.	Physical: 1599 S.W. 187TH AVENUE MIAMI, FL 33194-0000
4	EVERGLADES RE-ENTRY CENTER	Physical: 1601 SW 187TH AVENUE MIAMI, FL 33194-0000
4	FORT PIERCE C.R.C.	Physical: 1203 BELL AVENUE FORT PIERCE, FL 34982-6599
4	FT. MYERS WORK CAMP	Physical: 2575 ORTIZ AVE. FT. MYERS, FL 33905-1107
4	HOLLYWOOD C.R.C.	Physical: 8501 W. CYPRESS DRIVE PEMBROKE PINES, FL 33025-0000
4	HOMESTEAD C.I.	Physical: 19000 S.W. 377 STREET FLORIDA CITY, FL 33034-6409
4	LOXAHATCHEE R.P.	Physical: 230 SUNSHINE ROAD WEST PALM BEACH, FL 33411-0000
4	MARTIN C.I.	Physical: 1150 SW ALLAPATTAH RD INDIANTOWN, FL 34956-0000
4	MARTIN WORK CAMP	Physical: 100 SW ALLAPATTAH RD INDIANTOWN, FL 34956-0000
4	MIAMI NORTH C.R.C.	Physical: 7090 NORTHWEST 41ST STREET MIAMI, FL 33166-0000
4	OKEECHOBEE C.I.	Physical: 3420 NE 168TH STREET OKEECHOBEE, FL 34972-0000
4	OKEECHOBEE WORK CAMP	Physical: 3420 NE 168TH STREET OKEECHOBEE, FL 34972-4824
4	OPA LOCKA C.R.C.	Physical: 5400 NW 135 ST. OPA LOCKA, FL 33054-0000

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4	SOUTH FLORIDA RECEPTION CENTER (SFRC)	Physical: 14000 N.W. 41ST STREET DORAL, FL 33178-3003
4	SAGO PALM RE-ENTRY CENTER	Physical: 500 BAY BOTTOM ROAD PAHOKEE, FL 33476-0000
4	WEST PALM BEACH C.R.C.	Physical: 461 W. FAIRGROUNDS ROAD WEST PALM BEACH, FL 33411-0000

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**ATTACHMENT C
DEPARTMENT OF CORRECTIONS
SECURITY REQUIREMENTS FOR CONTRACTORS**

Firm Representing: _____

Name of the Employee/Vendor: _____
(Printed Name)

- (1) Per Section 944.47, Florida Statutes (F.S.) 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 any of the following items, which are considered, unless authorized by the officer-in-charge of the correctional institution.
- Any written or recorded communication to any inmate of any state correctional institution.
 - Any currency or coin given or transmitted, or intended to be given or transmitted to any inmate of any state correctional institution.
 - Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
 - Any intoxicating beverage or beverage which causes, or may cause, an intoxicating effect.
 - Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
 - Any firearm or weapon of any kind or any explosive substance, including any weapons left in vehicles on the grounds of a state correctional institution).

A person, who violates any provision of Section 944.47, F.S., as it pertains to an article of contraband, is guilty of a felony.

- (2) Do not leave keys in the ignition 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) All keys must be kept in pockets at all times.
- (4) Confirm with the Institutional Warden where construction vehicles should be parked.
- (5) Obtain formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent agency in another state), that must be presented each time Contractor staff enter or depart the Institution and as requested by Department staff.
- (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 Institution's Officer-in-Charge (OIC).
- (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 the Department's security staff. The Contractor must maintain two copies of the correct inventory with each tool box, one copy will be used and retained by the Department's security staff, who will search and ensure a proper inventory of tools each time the tool box is brought into the Institution, 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 the job). All lost

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tools must be reported to the Institution's Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.

- (9) Approval must be obtained from the Institution's Chief of Security prior to bringing any powder-activated tools into the Institution. Strict accountability of all powder loads and spent cartridges must be maintained at all times.
- (10) All persons and deliveries to be on Department property will enter and exit by only one designated route, to be determined by the Department, and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the Contractor should minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Institution's Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used by inmates as weapons or as a means of escape. Construction material will be stored in locations agreed to by Department security staff and debris will be removed or moved to a designated location. Contractor should arrange for the Department's security staff to inspect the project area before construction personnel leave. This will aid the Contractor in assuring that necessary security measures are taken.
- (13) Coordinate with the Institution's Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Institutional approval is required **prior** to shutting down any existing utility system. The Contractor should arrange for alternative service, if required, and expeditious re-establishment of the shutdown system.
- (14) All Contractor staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing, unless expressly authorized by the Institution's Warden.
- (15) For security purposes, a background check will be made upon all Contractor staff that provide services on the project. **The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

Signature of Employee/Vendor

Date

Signature of Staff Witness

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**ATTACHMENT D
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and JPay, Inc. ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information ("PHI,") as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

Whereas, the Contractor may have access to Protected Health Information in fulfilling its responsibilities under its contract with the Department;

Whereas, the Contractor is considered to be a "Business Associate" of a Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.504(e).

Whereas, in regards to Electronic Protected Health Information as defined in 45 C.F.R. § 160.103, the purpose of this Agreement is to comply with the requirements of the Security Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.314(a).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions**

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule, HIPAA Security Rule or the HITECH Act. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:

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- (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;
- (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.

C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.

Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.

D. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

- 1) any Use or Disclosure of protected health information (including Security Incidents) not permitted by this Agreement or in writing by the Department;
- 2) any Security Incident;

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- 3) any Breach, as defined by the HITECH Act; or
- 4) any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

Contractor will without unreasonable delay, but no later than seventy-two (72) hours after discovery of a Breach, send the above report to the Department.

Such report shall identify each individual whose protected health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during any Breach pursuant to 42 U.S.C.A. § 17932(b). Such report will:

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
 - 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.
 - 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.
 - 4) Identify what has been or will be done to mitigate the effects of the Breach; and
 - 5) Provide any other information, including further written reports, as the Department may request.
- E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).
- F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.
- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy

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Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

- I. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to offenders under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.
- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.
- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.
- C. **Effect of Termination**
 - (1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.
 - (2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.

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6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.
7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys’ fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-contractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.
8. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

EXHIBIT “H”

Notice of Development of Rulemaking

DEPARTMENT OF CORRECTIONS

RULE NO.: RULE TITLE:

33-602.201 Inmate Property

PURPOSE AND EFFECT: The purpose and effect of this rule amendment is to add authorization language and conditions related to inmates' possession of multimedia tablets.

SUBJECT AREA TO BE ADDRESSED: Authorizing inmate possession of multimedia tablets.

RULEMAKING AUTHORITY: 944.09, FS.

LAW IMPLEMENTED: 944.09, FS.

IF REQUESTED IN WRITING AND NOT DEEMED UNNECESSARY BY THE AGENCY HEAD, A RULE DEVELOPMENT WORKSHOP WILL BE NOTICED IN THE NEXT AVAILABLE FLORIDA ADMINISTRATIVE REGISTER.

THE PERSON TO BE CONTACTED REGARDING THE PROPOSED RULE DEVELOPMENT AND A COPY OF THE PRELIMINARY DRAFT, IF AVAILABLE, IS: Paul Vazquez, 501 S. Calhoun Street, Tallahassee, Florida 32399-2500

THE PRELIMINARY TEXT OF THE PROPOSED RULE DEVELOPMENT IS:

33-602.201 Inmate Property.

(1) through (3) No change.

(4) Authorized Property.

(a) The property reflected on the Approved Property List (Appendix One), in the indicated quantities, is authorized within the department once an inmate is permanently assigned, provided the inmate has sufficient storage space. An inmate may not use other inmates' storage space or other non-authorized storage containers or store property in locations other than his assigned housing unit.

(b) Wardens are authorized to establish local clothing storage procedures based upon confinement or other high security status when possession of multiple items presents a security risk for inmates in that status. Local clothing storage procedures shall comply with the following:

1. Clothing shall be exchanged on a one-for-one basis;

2. Inmates must have the opportunity for at least three exchanges per week or the same opportunity for exchange as provided to other inmates at the institution, whichever is greater;

3. Local clothing storage procedures must be consistently applied for all inmates of a particular security or housing status. Additional restrictions or removal of clothing items for individual inmates for safety or security reasons shall be handled and documented in accordance with rules applicable to the particular confinement status.

4. Inmates on work release shall be allowed to have an expanded inventory of clothing or supplies for their work requirements as approved by the warden.

(c) Wardens shall establish local procedures whereby a married inmate can receive his or her wedding band if the wedding band was not brought with the inmate at the time of reception into the department.

(d) Inmates are authorized to possess one (1) multimedia tablet, subject to any prohibition, restriction, or limitation as provided by law or departmental rules. Possession of a multimedia tablet by inmates receiving inpatient mental health services will be in accordance with Rule 33-404.102(9), F.A.C. ~~Inmates on work release shall be allowed to have an expanded inventory of clothing or supplies for their work requirements as approved by the warden.~~

1. Inmates shall be responsible for insuring that their multimedia tablet is registered with the institution upon receipt by notifying the designated property room staff member. Failure to register their tablet with the institutions shall result in the tablet being designated as unauthorized and subject to confiscation. The designated staff member will add the multimedia tablet to the inmate's Inmate Property List, DC6-224, recording the make, model, and serial number.

2. Inmates are solely responsible for the care, use, misuse, and security of their multimedia tablet. In the event that a multimedia tablet is damaged or destroyed by Department and/or contract facility staff during a routine search,

emergency search or while impounded, the Warden or her/his designee shall cause an investigation to be made and action taken in accordance with "Control of Contraband", Rule 33-602.203, F.A.C.

3. All multimedia tablets on the property of the facility or in an inmate's possession are subject to search at any time or for any reason in accordance with Rules 33-602.203 (Control of Contraband) and Rule 33-602.204, F.A.C (Searches of Inmates). Inmates shall provide their current tablet password when directed by staff for purposes of an investigation or authorized search.

4. Tablets will be permitted to be used in the housing unit and program areas.

(e) Inmates shall be required to maintain receipts for items purchased from an authorized source for as long as they possess the items. An authorized source includes the canteen, the friends and family program, and any vendor authorized to conduct business with the department that has been approved to make items available for purchase to the inmates. In instances where items purchased from an authorized source are added to Form DC6-224, Inmate Personal Property List, by the property officer, the inmate will not be required to maintain the original receipt from the authorized source. Perishable food and beverage items purchased from an authorized source are intended for immediate consumption and may not be stored in an inmate's housing area. Perishable food and beverage items are those that are unsealed or that require refrigeration. Nonperishable food or beverage items may not be kept longer than 30 days, as evidenced by the receipt from an authorized source, and shall be considered contraband if found in the possession of an inmate more than 30 days after purchase.

(f) An inmate transferred from a jail or private prison to a Department of Corrections facility shall be permitted to retain only that property that is authorized by the department in Appendix One. Any unauthorized item will be confiscated and held by the institution for 30 days. During this 30 day period, the inmate shall be given an opportunity to have the items picked up by an approved visitor, relative, or friend or to mail the items to persons of their choice at no expense to the Department of Corrections. The 30 day time period will not include any time during which a grievance or appeal pertaining to the disposition of the property is pending.

(5) Unauthorized Property (Also see Control of Contraband, Rule 33-602.203, F.A.C.).

(a) Property that is contraband pursuant to Rule 33-602.203, F.A.C., shall be handled as provided in that rule.

1. If an inmate receives postage stamps in the mail that, added to the number already in his possession, place him over the maximum allowed, he shall be allowed to send the excess stamps out at his own expense. It is the inmate's responsibility to make arrangements with staff to send out the extra stamps as soon as they are received. The stamps must be sent out; the institution will not store excess stamps for inmates. Excess stamps found in an inmate's property will be considered contraband.

2. If an inmate receives photographs in the mail or has them printed from the photo album in his/her media account that, added to the number already in his possession, place him over the maximum allowed, he shall be allowed to send the excess photographs out at his own expense. It is the inmate's responsibility to make arrangements with staff to send out the extra photographs as soon as they are received. Excess photographs found in an inmate's property will be considered contraband.

3. An inmate who is in possession of the maximum number of articles allowed by this rule and who wishes to replace a worn item must contact the property officer to arrange to discard or send the worn item out at his own expense before purchasing a replacement item.

(b) Property that is authorized for inmates in general population such as shaving powders, oils, and lotions shall be unauthorized or restricted based upon an inmate's confinement or other high security status when that item presents a security risk. Further limits on personal items for inmates in confinement or other high security statuses are authorized as referenced in Rules 33-602.220, 33-602.221, 33-602.222, 33-601.800, 33-601.820, and 33-601.830, F.A.C.

(c) During the initial reception period, inmates awaiting transfer to their permanent facility shall not be permitted to possess a multimedia tablet.

(d) Youthful Offenders participating in the Basic Training Program under Rule 33-601.237, F.A.C. shall not be allowed to possess a multimedia tablet.

(6) through (8) No change.

(9) Any inmate being released by parole or expiration of sentence shall take all personal property with him and sign Form DC6-227, Receipt for Personal Property, at the time of release. Upon being released, the inmate is responsible for fully complying with any and all provisions governing their release, including any restriction or

prohibition on the possession of, use of, or access to a computer or tablet, and access to or use of any internet services.

(10) through (16) No change.

APPENDIX ONE
PROPERTY LIST

This list incorporates all property authorized to be possessed by inmates in all department institutions and facilities except community correctional centers. Except for items specified below as “exemptions,” property received must be in compliance with this list. Inmates in possession of property previously approved by the Department of Corrections which meets the description of property on the list shall be allowed to retain the property. Inmates transferring to department facilities from private correctional facilities shall be allowed to retain only those items that are in compliance with the list of authorized property. As items sold in canteens at private facilities may differ from those sold by an authorized source, items purchased in canteens at private facilities will not always be admissible in department facilities.

Definitions.

The “quantity” establishes a maximum possession limit. This does not mean that all state issue items will be issued to each inmate, or that the maximum number of items will be issued. All items from authorized source are subject to availability and may not be available for purchase. Items found in the possession of an inmate that are in excess of the established “quantity” shall be treated as contraband in accordance with Rule 33-602.203, F.A.C. Where there is a “value” indicated, the authorized item shall not exceed that value. The terms “authorized source” and “state issue” refer to the sources from which property can be obtained after January 1, 1996. All items with the “authorized source” designation shall be available in all institutional canteens or through orders from an authorized source. All authorized source items are transferable between department institutions. “State issue” means that the institution has the authority to issue this item to inmates based upon the character of the institution, the location of the institution, the housing or work assignment of the inmate, or other factors related to institution or inmate needs. Institutions housing death row inmates shall make adjustments to this property list when possession of listed items by death row inmates would create a threat to the security of the institution.

Exemptions.

Inmates already in possession of the following previously approved items shall be allowed to retain the items until they are no longer serviceable, but shall not be allowed to replace them with like items.

- Clothing items of a different color than specified on the property list.
- Locks other than V68 series
- Plastic bowls, tumblers, cups and lids
- Pantyhose
- Nail clippers larger than 2-1/2"

AUTHORIZED PROPERTY LIST

CLOTHING

Quantity	Unit	Value	Articles
1	each		Athletic Bra (authorized source – female only)
1	each		Belt (state issue)
4	each		Bras (state issue or authorized source – female only)
1	each		Coat (state issue)
1	pair		Gloves, work (state issue)
4	each		Handkerchief, cotton, white only (authorized source)
1	each		Hats (state issue)
2	pair		Pajamas – long (state issue or authorized source) Light blue or white – female only Light blue – male
7	each		Panties (state issue or authorized source – female only)
3	each		Pants (state issue)
1	each		Raincoat or Poncho – clear (state issue or authorized source)

1	each	Robe (state issue – female only)
3	each	Shirt, outer (state issue)
4	each	Shirt, T-Shirt (state issue or authorized source – gray for female, white for male) *inmates may possess both state-issue and authorized source – purchased shirts, but the total combined number cannot exceed 4.
1	pair	Shoes, Athletic (authorized source)
1	pair	Shoes, Boots (authorized source or state issue)
2	each	Shorts, athletic (navy blue) (authorized source)
1	each	Shower cap, clear only (female only) (authorized source)
1	pair	Shower slides (authorized source)
6	pair	Socks (state issue or authorized source)
1	each	Supporter, athletic (male only) (authorized source)
2	each	Sweatshirts (gray only) (authorized source order)
4	each	Undershorts (male only) (state issue or authorized source)
2	each	Underwear, thermal (state issue or authorized source)

PERSONAL ARTICLES

Quantity	Unit	Value	Articles
Number in use			Batteries (authorized source)
25	each		Roller clips – plastic only (females only), (authorized source)
*			Books (legal, educational, religious, fiction) – * Quantity as specified by Rule 33-501.401, F.A.C.
1	each		Bowl – plastic (authorized source)
1	package		Breath tablets (authorized source)
1	each		Calendar, as specified by Rule 33-501.401, F.A.C.
*			Canteen purchases – *limited by approved storage space;
1	each		Canteen bag (authorized source)
1	set		Checkers (light wood or plastic, standard checkers only) (authorized source order)
1	set		Chess (light wood or plastic, 2 inches max. height) (authorized source order)
1	each		Coffee mug – plastic (authorized source)
1	each		Comb-pocket type, no handles (non-metal) (state issue or authorized source)
*			Correspondence – *limited by storage space limitations
1	pack		Cotton swabs (plastic or paper stems only) (authorized source)
2	each		Crème rinse and conditioner (authorized source)
1	each		Cup, drinking – plastic (authorized source)
1	package		Dental floss, (floss loops only), unwaxed (authorized source)
1	each		Denture adhesive (state issue or authorized source)
1	each		Denture cup (authorized source order)
2	each		Deodorant and antiperspirant (no aerosols) (authorized source)
1	set		Domino (light wood or plastic, standard size) (authorized source order)
1	Set		Earbuds (authorized source)
1	pair		Earphone pads (replacement) (authorized source order)
1	pair		Ear rings, post type (female only) (authorized source order)
*			Educational supplies (items must be pre-approved for vocational education or correspondence study programs. Items are authorized only for the duration of the course)

1	pack	Emery board – cardboard (authorized source)
25	each	Envelopes – legal (#10 size) (authorized source)
5	each	Envelopes – oversized (10" x 13") (authorized source)
*		Envelopes, self-addressed stamped – * the total in the inmate’s possession shall not exceed the limit of 1 pack
2	each	Eyeglasses, case, contact lens and solutions (state issue or personal; “personal” means that inmates already in possession of these items will be allowed to retain them, but any future items will be provided by the institution if needed.) Contact lenses will only be provided if medically indicated
1	each	Eye shadow, eyeliner, mascara, eyebrow pencil, blemish preparation, lipstick, blemish and spot cover-up, lip coloring (female only) (authorized source)
1	box	Feminine hygiene products (internal and external) (female only) (state issue or authorized source)
*		File folders (*limited by storage space)
20		Greeting cards and accompanying envelopes
1	each	Hairbrush – nonmetal, handles for females only (authorized source)
2	each	Hairdressing (styling gel, pink oil, cholesterol, perm kit – female only) (no aerosols) (authorized source)
1	each	Hair net (female only) (authorized source)
25	each	Hair rollers (female only) (authorized source)
2	each	Handballs or racketballs (authorized source)
1	each	Headphones for use with radio (authorized source)
Maximum weekly dosage		Health aids – headache and cold remedies, antacids, antifungal preparations, cough drops, nasal spray, etc. No imidazoline, tetrahydrozoline, or hydrochloride compounds (authorized source – as approved by health services)
2	each	Hearing aid (state issue or personal)
*		Hobby craft – at locations where program exists and subject to storage space limitations
1	each	Insect repellent (authorized source)
1	each	Jigsaw puzzle (authorized source order)
1	each	Keyboard (authorized source)
1	each	Laundry bag (state issue or authorized source)
1	each	Lip balm (authorized source)
1	each	Locks, combination (V68 series) (authorized source)
1	each	Make-up bag, clear only (female only) (authorized source)
1	each	Mirror – plastic, nonbreakable, 5" x 7" max. (authorized source)
1	each	Moisturizer – (authorized source)
1	each	Mouthwash (authorized source)
1	each	MP3 Player (authorized source)
1	each	<u>Multimedia tablet</u> MP3 Player arm band holder (authorized source)
<u>1</u>	<u>each</u>	<u>Multimedia Tablet (authorized source)</u>
1	each	Nail clippers, not to exceed 2 1/2" (authorized source)

2	pack		Notebook paper (authorized source)
4	each		Pens, ballpoint, flair-type, pencils with erasers, or security pens, no markers (authorized source)
*			Periodicals – * as specified by Rule 33-501.401, F.A.C., and storage space limitations
1	each		Photo album, non-metal (authorized source)
50	each		Photographs (personal)
2	decks		Playing cards (standard) (authorized source)
5	each		Pony tail holder (fabric) or hair claws (plastic) (female only)
1	each		P.R.I.D.E. service pin (issued to inmate from P.R.I.D.E.)
*			<u>Prosthesis or Health Care Appliance – as defined in Rule 33-210.201(2), F.A.C., (ADA Provisions for Inmates) *as approved by health services</u>
1	each	50.00	Radio, DC/AM/FM only, “Walkman” type, maximum 4" × 5" (authorized source)
1	each		Razor, disposable (state issue) (female inmates only)
1	each	50.00	Razor, battery operated, non-rechargeable (authorized source order)
*			Religious requirements – as approved by chaplaincy services, (examples: head covering, prayer rug)
1	each	50.00	Religious medallion with chain (personal or provided by Chaplain)
1	each	100.00	Ring, engagement (personal, female only)
1	each	100.00	Ring, wedding (personal)
1	each		Roller cap, clear only (female only) (authorized source)
1	set		Scrabble (authorized source order)
1	each		Screen protector (authorized source)
2	each		Shampoo (authorized source)
1	each		Shaving cream (authorized source)
1	each		Shaving powder (authorized source)
1	pair		Shoe laces (authorized source)
1	each		Shoe wax (Liquid only, non flammable, no nitrobenzene; authorized source)
2	each		Soap, bath (state issue or authorized source)
1	each		Soap dish (authorized source)
1	each		Soap, laundry (female only) (authorized source)
*			Special needs – *special devices as approved for compliance with medical needs
1	each		Spoon, plastic (authorized source)
40	each		Stamps (the equivalent of 40 1-ounce 1st class) (authorized source)
1	each		Sunglasses, no mirror type (authorized source)
1	each		Sunscreen lotion (authorized source)
1	each		Talcum powder (authorized source)
1	each		Toilet Paper (state issue or authorized source)
1	each		Toothbrush (state issue or authorized source)
1	each		Toothbrush holder (authorized source)
2	each		Toothpaste and Toothpaste with mouthwash (state issue or authorized source)
2	each		Towels (state issue)
1	each		Wallet (authorized source)
1	each	50.00	Watch (personal or authorized source)

1 each Watch band (nylon and Velcro only) (authorized source)

2 each Washcloths (state issue or authorized source)

Rulemaking Authority 944.09 FS. Law Implemented 944.09 FS. History—New 6-4-81, Formerly 33-3.025, Amended 11-3-87, 11-13-95, 5-20-96, 1-8-97, 6-1-97, 7-6-97, 10-15-97, 2-15-98, 3-16-98, 8-4-98, 12-7-98, Formerly 33-3.0025, Amended 11-21-00, 9-12-01, 5-16-02, 7-8-03, 8-18-04, 1-25-05, 10-23-06, 2-27-08, 12-25-08, 1-25-10, 7-4-10, 10-26-11, 8-19-12, 11-20-12, 3-3-13, 6-8-14, 8-17-16,_____.

EXHIBIT “I”

PROVIDED TO HAMILTON CORRECTIONAL M.R.
INSTITUTION ON 43-1881 FOR MAILING
INMATE LABEL MAIL

3 April 2018

Enclosed are some documents pertaining to this action along with my perfected grievances with FLDOC. I've only been able to get 3 out of 2 goods of data on who has MP4's and how much music they have. Even in the quad with only 10 names there were more, but as you can imagine, not everybody in prison is friendly. I'm looking forward to a call where I'll give you more information and answer any further questions. If you have a chance to, look around 1995 for a lawsuit about inmates being allowed to retain property that was previously approved by D.O.C. for "package permits." Also, somewhere around 2008 there was another case where inmates who had purchased property at private correctional facilities were permitted to retain that property when transferring to state facilities. Let me know if there is anything further I can do to help.

Respectfully,

Matthew Rodriguez

INMATE REQUEST

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS

Mail Number: D4-214L
Team Number: 6
Institution: Hardee C.I.

TO: (Check One) Warden Asst. Warden Classification Security Medical Mental Health Dental Other

FROM: Inmate Name	DC Number	Quarters	Job Assignment	Date
Rodriguez, Matthew	168668	D4-214L	Chefel	12-5-17

REQUEST

Check here if this is an informal grievance

We have been informed that in one year I will have to send my MP4 home. When I was sold my MP4 I was told the music would be mine to enjoy forever. D.O.C. in partnership with Access to Corrections did not warn or notify me that a loss of contract would result in me having to send my MP4 home and lose access to my purchased music. Had they done this I certainly would not have spent that \$3,200.00 I've spent to have this product. I have a life sentence, and the only reason I payed the exhorbunt \$1.70 a song was for the longevity. Failure to have notified me in the beginning that I could lose my entire investment any year the contract wasn't renewed constitutes FRAUD, Relief Sought. I am requesting that 1,851 songs x \$1.70 = \$3,146.70 be refunded to me. Your own user agreement says I would violate our agreement were I to give my music to a third party, yet you insist I give up my ownership to a 3rd party for your convenience. As an alternative to refunding my money I will accept transfer of my music to a tablet.

All requests will be handled in one of the following ways: 1) Written Information or 2) Personal Interview. All informal grievances will be responded to in writing.

Inmate (Signature): Matthew Rodriguez DC#: 168668 RECEIVED

DO NOT WRITE BELOW THIS LINE

RESPONSE

501-1712-0040

DEC 05 2017

DATE RECEIVED: ASSISTANT WARDEN OF PROGRAM'S OFFICE HARDEE CI

Your request for remedy has been reviewed, evaluated, and the following determined:

The Digital Music Player Program (MP3) is contractually offered by Access Corrections and the Multimedia Kiosk and Tablet Program is contractually offered by JPay. These are independent companies offering similar, but different, programs with independent contracts with the Florida Department of Corrections. With these vendors and programs being independent of each other, it is not feasible to download content from one vendor's device to another, not only due to incompatibility reasons, but the download of content purchased from one vendor to another vendor's device would negate the new vendor's ability to be compensated for their services. It is the Department's hope that the inmate population, as well as their friends and family, will see the value and promise in the services offered with the Multimedia Kiosk and Tablet Program as a step in the right direction.

Grievance denied.

[The following pertains to informal grievances only:

Based on the above information, your grievance is denied (Returned, Denied or Approved). If your informal grievance is denied, you have the right to submit a formal grievance in accordance with Chapter 33-103.006, F.A.C.]

Official (Print Name): A. McThin Official (Signature): [Signature] Date: 12-13-17

Original: Inmate (plus one copy)

CC: Retained by official responding or if the response is to an informal grievance then forward to be placed in inmate's file
This form is also used to file informal grievances in accordance with Rule 33-103.005, Florida Administrative Code.

Informal Grievances and Inmate Requests will be responded to within 10 days, following receipt by staff.

You may obtain further administrative review of your complaint by obtaining form DC1-303, Request for Administrative Remedy or Appeal, completing the form as required by Rule 33-103.006, F.A.C., attaching a copy of your informal grievance and response, and forwarding your complaint to the warden or assistant warden no later than 15 days after the grievance is responded to. If the 15th day falls on a weekend or holiday, the due date shall be the next regular work day.

DC6-236 (Effective 12/14)

Incorporated by Reference in Rule 33-103.005, F.A.C.

den

See

REQUEST FOR ADMINISTRATIVE REMEDY OR APPEAL

RECEIVED
 DEC 18 2017
 INMATE GRIEVANCE COORDINATOR

Third Party Grievance Alleging Sexual Abuse

TO: Warden Assistant Warden Secretary, Florida Department of Corrections
 From or IF Alleging Sexual Abuse, on the behalf of:

Rodriguez, Matthew B. 165668 Hardee C.I.
 Last First Middle Initial DC Number Institution

1712-501-064

Part A - Inmate Grievance

This is an appeal of the denial of informal grievance # 501-1712-0040. The substance of my informal grievance, of whose argument I rely on in the main, is that the Florida Department of Corrections sold to me, with the help of Access to Corrections, an MP4 player at a cost of approximately \$100.00 and ownership of digital music files to the tune of 1,851 songs and \$3,146.70. When this product was pitched to me to convince me to purchase it, it was told to me that I would be able to enjoy this "permanent" music and that I could ever own more music than the device's memory could store because I could "always" delete and re-add songs stored in my re-order manager. Now FLDOC has informed me that in 1 year my MP4 will be deemed contraband, and after the beginning of 2018 I will no longer be able to re-order the music I have in my Re-Order manager. The answer to my informal grievance is unacceptable. To ask myself and my family to view the underhanded taking of my property both tangible and digital that was sold to me by FLDOC, who now is trying to deem what they sold to me for \$3,200.00 as contraband, as a step in the right direction is absurd. The courts have consistently held that FLDOC cannot sell or allow inmates to obtain property and later deem it contraband and make us send it home. For FLDOC to make a huge profit off of this "permanent" purchase, and then to force me to get rid of it so I can start over buying from another vendor so they and FLDOC can profit twice over from my family is wrong and a predatory practice whose victims are more often than not the families of those who are incarcerated. Relief sought: That FLDOC not be permitted to deprive me of my MP4 device and my 1,851 songs or digital files they sold to me. That they allow me to keep my device or transfer my music to a tablet or alternately to refund all of my money.

12-16-17
 DATE

Matthew Ben Rodriguez 165668
 SIGNATURE OF GRIEVANT AND D.C. #

*BY SIGNATURE, INMATE AGREES TO THE FOLLOWING # OF 30-DAY EXTENSIONS:

0 # 1 Signature

PART C - RECEIPT (TO BE COMPLETED BY DC STAFF)

RETURN TO:

<u>RODRIGUEZ, MATTHEW</u>	<u>165668</u>	<u>1712-501-064</u>	<u>HARDEE C.I.</u>	<u>D4214L</u>
NAME	NUMBER	FORMAL GRIEVANCE LOG NUMBER	CURRENT INMATE LOCATION	HOUSING LOCATION

I ACKNOWLEDGE RECEIPT THIS DATE OF A GRIEVANCE FROM THE ABOVE INMATE IN REGARD TO THE FOLLOWING SUBJECT:

06 (INSTITUTIONAL OPERATIONS)

12/18/17
DATE

1712-501-064
FORMAL GRIEVANCE LOG NUMBER

MAILED
12-29-17

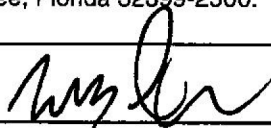
PART B - RESPONSE

RODRIGUEZ, MATTHEW	165668	1712-501-054	HARDEE C.I.	D4214L
NAME	NUMBER	FORMAL GRIEVANCE LOG NUMBER	CURRENT INMATE LOCATION	HOUSING LOCATION

Your request for remedy has been reviewed, evaluated, and the following determined:

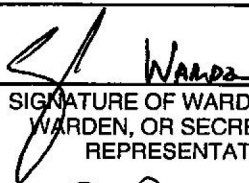
Your administrative appeal has been reviewed and evaluated. The response that you received to informal grievance log number 501-1712-0040 has been reviewed and is found to appropriately address the concerns that you raised at the informal level as well as this level. It is the Department's sincere hope that the inmate population, as well as their friends and family, will see the value and promise in services offered with the new Multimedia Kiosk and Tablet Program. As technology has advanced, we feel this new program will provide more access to friends and family, as well as additional educational and entertainment options. Furthermore, the department is aware that family members over the years have provided funds of their loved ones to add music to their current MP3 player. It is unfortunate that the music cannot be transferred, however as stated above, we hope that over time, the family and the inmate will see the added value of the new program.

Based on this information, your grievance is denied. You may obtain further administrative review of your complaint by obtaining form DC1-303, Request for Administrative Appeal, completing the form, providing attachments as required by 33-103.007, and forwarding your complaint to the Bureau of Inmate Grievances 501 South Calhoun Street, Tallahassee, Florida 32399-2500.



SIGNATURE AND TYPED OR PRINTED NAME OF
 EMPLOYEE RESPONDING

W. Bowden



SIGNATURE OF WARDEN, ASST.
 WARDEN, OR SECRETARY'S
 REPRESENTATIVE

S. Baker

12-28-17

DATE

FLORIDA DEPARTMENT OF CORRECTIONS

REQUEST FOR ADMINISTRATIVE REMEDY OR APPEAL

RECEIVED
JAN 12 2018
Department of Corrections
Inmate Grievance Appeals

Canfield

Third Party Grievance Alleging Sexual Abuse

TO: Warden Assistant Warden Secretary, Florida Department of Corrections

From or IF Alleging Sexual Abuse, on the behalf of:

Rodriguez, Matthew B
Last First Middle Initial

165668
DC Number

Hardee C.I.
Institution

Part A - Inmate Grievance

18-602920

This is an appeal of the findings at the institutional level for grievance log # 1712-501-064. The response at the institutional level in no way answers the problem outlined in my informal and formal grievances. The informal grievance was filed in response to the announcement of the AWO at Hardee in the morning in this dorm's quad that in 1 year my MP4 would be deemed contraband. The Florida Department of Corrections partnered with Access to Corrections to create an MP4 program where MP4's and songs were marketed at an exorbitant price under the auspices of the music being ours to enjoy forever. Never once where any of us told that any given year if the contract wasn't maintained that we would be deprived of access to our music. Had I been informed I never would have spent upwards of \$3,000⁰⁰ on music. I have a life sentence and cannot enjoy music I am forced to send to a third party. The department of corrections and this company has profitted greatly from this program. The response is that the music isn't transferrable because the company is different. The department has no need to deem my MP4 contraband. Just as the company charged my timer days to 397 it could have removed the timer. A tablet could be added to Appendix one along with the MP4. You have sold me over \$3,000.00 worth of digital music files and a device to listen to them with and now choose to deem this same device you sold me, contraband, thereby making my music worthless. Seeing as how you don't have to force me to send my MP4 home, but are my only conclusion is that FLDOC and the same parent company, Keefe, that owns both Access to Corrections and JPay wish to profit off of my family twice. Relief Sought: That I be allowed to keep my MP4 permanently, that all my music be transferred to a tablet when I purchase it or all of my \$3,200.00 be refunded.

1-4-18
DATE

Matthew Rodriguez 165668
SIGNATURE OF GRIEVANT AND D.C. #

*BY SIGNATURE, INMATE AGREES TO THE FOLLOWING # OF 30-DAY EXTENSIONS:

RECEIVED
JAN 08 2018

INSTRUCTIONS

RECEIVED
JAN 08 2018

1/8

Signature

PART C - RECEIPT (TO BE COMPLETED BY DC STAFF)

RETURN TO:

RODRIGUEZ, MATTHEW	165668	18-6-02920	HARDEE C.I.	D4214L
NAME	NUMBER	GRIEVANCE LOG NUMBER	CURRENT INMATE LOCATION	HOUSING LOCATION

I ACKNOWLEDGE RECEIPT THIS DATE OF A GRIEVANCE FROM THE ABOVE INMATE IN REGARD TO THE FOLLOWING SUBJECT:

06 (INSTITUTIONAL OPERATIONS)

1/8/18

DATE

18-6-02920

GRIEVANCE LOG NUMBER

MAILED/FILED
WITH AGENCY STERK
FEB 07 2018
Department of Corrections
Bureau of Inmate Grievance Appeals

PART B - RESPONSE

NAME	NUMBER	GRIEVANCE LOG NUMBER	CURRENT INMATE LOCATION	HOUSING LOCATION
RODRIGUEZ, MATTHEW	165668	18-6-02920	HARDEE C.I.	D4214L

Your administrative appeal has been received, evaluated and referred to Bureau of Contract Management, who provided the following information: Careful consideration was given to the fact that inmates have invested heavily into music for their MP3 players over the years. As you are aware, after December 15, 2017, the Access Corrections kiosks will no longer provide for new music purchases. With that in mind, if inmates desire to keep their MP3 players after the JPay tablet program is implemented, we have negotiated with Access Corrections the opportunity to unlock and extended the use of their current player until January 23, 2019. This will provide the inmate continued enjoyment of their current music for an additional year. They can then transition to the new tablet, if they choose to continue having access to a personal device. During the transition, inmates will not be allowed to simultaneously possess a MP3 player and a JPay tablet.

It is the hope that once the inmate population learns and utilizes the features and services of the JPay tablet, they will want access to the latest technology and greater connection to friends and family.

Based on the foregoing information, your appeal is denied.

T. Bowden

T. Bowden

2/1/18
DATE

SIGNATURE AND TYPED OR PRINTED NAME OF
EMPLOYEE RESPONDING

SIGNATURE OF WARDEN, ASST.
WARDEN, OR SECRETARY'S
REPRESENTATIVE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit: JPay, Keefe Commissary Network Misrepresented Prison Media Programs, Defrauded Inmates](#)
