

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
KEEFE COMMISSARY NETWORK

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Keefe Commissary Network (“Contractor”) to provide commodities for resale through the Department’s canteens and related services.

This Amendment:

- Revises Section II., E.,17., Computer Equipment and Software Required for Canteen Operations Technology Transition Period, revises first paragraph.

Original contract period:	October 9, 2003 through October 8, 2006
Amendment #1:	February 25, 2004 through October 8, 2006
Amendment #2:	May 3, 2004 through October 8, 2006
Amendment #3:	July 28, 2004 through October 8, 2006
Amendment #4:	August 19, 2004 through October 8, 2006
Amendment #5:	November 15, 2004 through October 8, 2006
Amendment #6:	April 27, 2005 through October 8, 2006

In accordance with Section V., Contract Modifications, the following changes are hereby made:

1. Section II., 17., Computer Equipment and Software Required for Canteen Operations Technology Transition, first paragraph is revised to read (changes are indicated in italics):

The Contractor is required to implement its own technology system to facilitate canteen operations. Due to the size and complexity of the anticipated system, Contractor will be allowed a period of transition beginning on the date the contract is executed, not to exceed ***February 28, 2006*** in which to install and implement the utilization of its own technology system.

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

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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**

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

SIGNED
BY: _____

NAME: **James V. Crosby, Jr.**

TITLE: **Secretary
Department of Corrections**

DATE: _____

SIGNED
BY: _____

NAME: **Louis A. Vargas**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
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KEEFE COMMISSARY NETWORK

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Keefe Commissary Network (“Contractor”) to provide commodities for resale through the Department’s canteens and related services.

This Amendment:

- Revises Attachment III., Section II., B., Product Specification, (paragraph 59, 60, 61, & 62); and
- Revises Attachment III., Section III., A., Prices, (paragraphs 59, 60, 61, & 62).

Original contract period:	October 9, 2003 through October 8, 2006
Amendment #1:	February 25, 2004 through October 8, 2006
Amendment #2:	May 3, 2004 through October 8, 2006
Amendment #3*:	July 28, 2004 through October 8, 2006
Amendment #4:	August 19, 2004 through October 8, 2006
Amendment #5:	November 15, 2004 through October 8, 2006
Amendment #3A:	December 29, 2004 through October 8, 2006
Amendment #6:	April 27, 2005 through October 8, 2006

** Note: Changes to Access catalog shall be reflected as revisions to Amendment 3.*

In accordance with Section V., Contract Modifications, the following changes are hereby made:

1. Attachment III., Section II., B., Product Specification, is revised to add (paragraph 59, 60, 61, & 62):

59. MAGNAVOX 13’ CLEAR TV COLOR – ITEM # 72100 (**Death Row Inmates ONLY**)

60. MASTER LOCK – MODEL # 31MK – ITEM # 50479 (**Blind Inmates ONLY**)

61. LAKEWOOD 8’ CLEAR FAN – ITEM # 51218

62. RCA RP-1667 DIGITAL AM/FM RADIO – ITEM # 51037

2. Attachment III., Section III., A., Prices, is revised to add (paragraph 59, 60, 61, & 62):

Spec. No.	Item No.	Description	Manufacturer & Model	Net Unit Delivered Price/Each
59	72100	Color TV	Magnavox 13’ Clear TV Color	\$ 99.00
60	50479	Master Lock	Model # 31MK	\$ 13.24

61	51218	Clear Fan	Lakewood 8' Clear Fan	\$ 15.90
62	51037	RCA RP-1667 Digital AM/FM Radio	RP-1667	\$ 18.80

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

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**CONTRACTOR:
KEEFE COMMISSARY NETWORK**

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DEPARTMENT OF CORRECTIONS

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CONTRACT AMENDMENT BETWEEN
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This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Keefe Commissary Network (“Contractor”) to provide commodities for resale through the Department’s canteens and related services.

This Amendment:

- Revises Section II., E., 17., Computer Equipment and Software Required for Canteen Operations Technology Transition Period, revises first paragraph.

Original contract period:	October 9, 2003 through October 8, 2006
Amendment #1:	February 25, 2004 through October 8, 2006
Amendment #2:	May 3, 2004 through October 8, 2006
Amendment #3:	July 28, 2004 through October 8, 2006
Amendment #4:	August 19, 2004 through October 8, 2006
Amendment #5:	November 15, 2004 through October 8, 2006

In accordance with Section V., Contract Modifications, the following changes are hereby made:

1. Section II., 17., Computer Equipment and Software Required for Canteen Operations Technology Transition, first paragraph is revised to read (changes are indicated in italics):

The Contractor is required to implement its own technology system to facilitate canteen operations. Due to the size and complexity of the anticipated system, Contractor will be allowed a period of transition beginning on the date the contract is executed, not to exceed *twenty-four (24) months*, in which to install and implement the utilization of its own technology system.

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

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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:
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DEPARTMENT OF CORRECTIONS

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BY: _____

NAME: **James V. Crosby, Jr.**

TITLE: **Secretary
Department of Corrections**

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NAME: **Louis A. Vargas**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

CONTRACT AMENDMENT BETWEEN
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This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Keefe Commissary Network (“Contractor”) to provide commodities for resale through the Department’s canteens and related services.

This Amendment:

- Revises Attachment III., Section II., B., Product Specification, (paragraph 52); and
- Revises Attachment III., Section III., A., Prices, (paragraphs 1., 4., & 52).

Original contract period:	October 9, 2003 through October 8, 2006
Amendment #1:	February 25, 2004 through October 8, 2006
Amendment #2:	May 3, 2004 through October 8, 2006
Amendment #3:	July 28, 2004 through October 8, 2006
Amendment #4:	August 19, 2004 through October 8, 2006
Amendment #5:	November 15, 2004 through October 8, 2006

In accordance with Section V., Contract Modifications, the following changes are hereby made:

1. Attachment III., Section II., B., Product Specification, (paragraph 52), is revised to read: (changes/additions are indicated in italics):

52. Women’s Athletic Shoes, low-top, soft leather, white/gray, Nike Women’s Air *Court* or approved equivalent. **Women’s Sizes – 5 thru 10, (including half sizes), 11, 12, Standard B width.**
2. Attachment III., Section III., A., Prices, (paragraphs 1, 4, and 52), is revised to read: (changes/additions are indicated in italics):

Spec. No.	Item No.	Description	Manufacturer & Model	Net Unit Delivered Price/Each
1.	<i>52414</i>	Men’s <i>Hi-Top</i> Soft Leather Athletic Shoes	New Balance, 7-11 (including half sizes), 12, 13, 14, 15 regular width, 2E (wide) and 4E (wide) width	\$42.85
4.	50414	Men’s High-Top Soft Leather Athletic Shoes	<i>New Balance</i> , 6-11 (including half sizes), 12, 13, 14, 15, standard D width	\$33.98

52.	52024	Women's Low-Top Soft Leather Athletic Shoes	Nike Women's Air Court 5-10 (including half sizes), 11, 12, standard B width	\$39.99
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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**

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NAME: _____
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DEPARTMENT OF CORRECTIONS

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NAME: **James V. Crosby, Jr.**
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Department of Corrections**
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NAME: **Louis A. Vargas**
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DATE: _____

CONTRACT AMENDMENT BETWEEN
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This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Keefe Commissary Network (“Contractor”) to provide commodities for resale through the Department’s canteens and related services.

This Amendment:

- Revises Section II., E., 1., Hours of Operation, first sentence and adds new paragraph three;
- Revises Section II., E., 2., Items Approved for Resale, to add sections b. & c.; and
- Revises Section II., E., 4., Pass-Thru Items.

Original contract period:	October 9, 2003 through October 8, 2006
Amendment #1:	February 25, 2004 through October 8, 2006
Amendment #2:	May 3, 2004 through October 8, 2006
Amendment #3:	July 28, 2004 through October 8, 2006
Amendment #4:	August 19, 2004 through October 8, 2006

In accordance with Section V., Contract Modifications, the following changes are hereby made:

1. Section II., E., 1., Hours of Operation, first sentence is revised and new paragraph three is added to read (changes/additions are indicated in italics):

1. Hours of Operation

The Contractor shall ensure that the *institutional and visiting park* canteens operate at the same times that the respective institution has routinely conducted 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. 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.

Generally, as determined by the individual institution’s Warden, the hours of operation *for the institutional canteens* will be from 8 a.m. to 11 a.m. and then from 1:30 p.m. to 3 p.m., 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.

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 Standard Time/Eastern Daylight Time, each Saturday and Sunday, and the holidays of July Fourth, Thanksgiving Day, and Christmas Day. Security shall be available to facilitate opening and closing of the canteen.

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.

2. Section II., E., 2., Items Approved for Resale, is revised to read (changes/additions are indicated in italics):

2. Items Approved for Resale

- a. Institutional Canteens*

All items to be sold in the canteen must be approved by the Canteen Review Team and the Contract Manager. The current list of approved items for resale is provided as Attachment II. Within five (5) working days of contract execution, the Contractor may submit to the Contract Manager a written request for product changes to accommodate Contractor's product line. Said request must list each item to be substituted/added, indicating whether the item is 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 and Canteen Review Team shall review the request within five (5) working days of receipt and approve or deny each addition/substitution by line item. 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.

All items on the approved canteen list must be available in the canteen for resale to inmates unless otherwise determined by the individual institution's Warden. If the Warden determines that an approved item shall not be resold through the canteen, written confirmation shall be provided to the Contractor and the item shall be removed from the Goods and Merchandise list for that institution. In addition, the Contractor will sell catalog items through the canteens, which are provided from a contracted vendor at the indicated contracted rate (see Subsection 6, below).

A sufficient amount of non-catalog canteen items will 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. Stocked items shall be kept in appropriate containers to ensure freshness and suitability for consumption and to prevent theft.

Any requests for future additions or deletions to the list of approved resale items shall be submitted in writing to the Contract Manager who shall approve or deny the request *in writing* with input from the Canteen Review Team, prior to any changes being made in product sales.

- b. Visiting Park Canteens*

All items to be sold in the visiting park canteens must be approved by the Contract Manager or designee. Requests for substitutions, additions, and deletions shall be submitted in writing to the Contract Manager who shall approve or deny the request in writing, prior to any changes being made in product sales. A list of the items to be substituted or added will be submitted to the Contract Manager or designee indicating whether the item is 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 or designee shall review the request within five (5) working days of receipt and approve or deny each addition/substitution by line item. 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.

c. *Institutional and visiting park canteens*

The institutional and visiting park canteens will sell photo tickets to the inmates for \$2.00 per photo ticket. The visiting park canteens will sell photo tickets to visitors for \$2.00 per photo ticket. All institutional and visiting park canteen processes relating to photo ticket sales will be in accordance with DC Procedure Number 602.015, Inmate Visitation Photo Project.

3. Section II., B., 4., Pass-thru Items, is revised to read:

4. Pass-thru Items

The Contractor shall ensure that U.S. postage stamps are available in the canteens in sufficient quantity. Stamps are handled through the canteen as a pass-thru item. In addition, the Contractor shall distribute nicotine patches to inmates who present a prescription for the item. Individual inmates will pay for nicotine patches out of funds in the inmate's bank account.

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

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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**

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

SIGNED
BY: _____

NAME: **James V. Crosby, Jr.**

TITLE: **Secretary
Department of Corrections**

DATE: _____

SIGNED
BY: _____

NAME: **Louis A. Vargas**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
KEEFE COMMISSARY NETWORK

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Keefe Commissary Network (“Contractor”) to provide commodities for resale through the Department’s canteens and related services.

This Amendment:

- Revises Section II., A., Background and General Overview of Work to Be Performed, first and second paragraph;
- Revises Section II., B., Facilities to be Provided Canteen Products and Services; and
- Revises Section II., E., 11., Inmate Spending Limits, first paragraph,

Original contract period:	October 9, 2003 through October 8, 2006
Amendment #1:	February 25, 2004 through October 8, 2006
Amendment #2:	May 3, 2004 through October 8, 2006
Amendment #3:	July 28, 2004 through October 8, 2006

In accordance with Section V., Contract Modifications, the following changes are hereby made:

1. Section II., A., Background and General Overview of Work to Be Performed, first and second paragraphs, are revised to read:

A. Background and General Overview of Work to Be Performed

The Department of Corrections has historically operated canteens for resale of goods within its institutions, annexes, road prisons, forestry camps, and work camps. Currently there are 240 canteens in operation statewide. The canteens operate on a “cashless” system, meaning that inmates may use their photo identification card in the same manner as a bank debit card, to make canteen purchases.

Only inmates, who have an account through the Department’s Inmate Banking system, are in proper possession of an identification card and who are not otherwise restricted, are allowed to purchase canteen items. Inmates may not exceed a weekly spending limit of one-hundred dollars (\$100.00) for canteen merchandise depending upon availability of funds. The Secretary of the Department may raise limits.

2. Section II., B., Facilities to be Provided Canteen Products and Services, is revised to read:

B. Facilities to be Provided Canteen Products and Services

The facilities to be included under this contract include all currently operating institutions and allied facilities as indicated in Attachment I. The Department reserves the right to add or delete

from this Contract upon thirty (30) days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

3. Section II., E., 11., Inmate Spending Limits, are revised to read:

11. Inmate Spending Limits

The maximum amount allowed for an inmate to spend in the canteen is \$100.00 per week, exclusive of any items obtained through special mail order.

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**

SIGNED
BY: _____

NAME: _____

TITLE: _____

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DEPARTMENT OF CORRECTIONS

SIGNED
BY: _____

NAME: **James V. Crosby, Jr.**

TITLE: **Secretary
Department of Corrections**

DATE: _____

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BY: _____

NAME: **Louis A. Vargas**

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Department of Corrections**

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**CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
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KEEFE COMMISSARY NETWORK**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Keefe Commissary Network (“Contractor”) to provide commodities for resale through the Department’s canteens and related services.

This Amendment:

- Revises Section II., E., 6., Weekly and Quarterly Catalog Orders, first paragraph, and b., Quarterly Orders;
- Revises Section II., E., 9., Price Increases, to add second paragraph;
- Revises Section II., E., 15., c., Inmate Pay; and
- Revises Section III., B., Guaranteed Per Diem Payment to the Department, first sentence.

Original contract period:	October 9, 2003 through October 8, 2006
Amendment #1:	February 25, 2004 through October 8, 2006
Amendment #2:	May 3, 2004 through October 8, 2006

In accordance with Section V., Contract Modifications, the following changes are hereby made:

1. Section II., E., 6., Weekly and Quarterly Catalog Orders, first paragraph, and b., Quarterly Orders, are revised to read:

6. Weekly and Quarterly Catalog Orders

In addition to items routinely stocked for resale, the canteens shall also sell approved catalog items. To process catalog orders, the canteen system must have the ability to separate catalog purchases from regular canteen purchases as dollars spent on catalog purchases are not included in the inmate’s weekly draw. Keefe Commissary Network has assumed the Access Catalog contract pursuant to Section VII, M., Assignment, of Contract C1656 and all rights and responsibilities thereof. Contract C1656 is attached hereto as Attachment III and incorporated as if fully stated herein.

There will be no changes in operations because of the contract assignment and orders will be placed weekly and quarterly as follows:

- b. Quarterly Orders

Quarterly order forms will be made available at the canteens for the general inmate population. The inmate will fill out the quarterly form and send the order form to the Contractor in the warehouse 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 Contractor will complete the listing with inmate name, DC#, and individual amount indicated. 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. Upon receipt of the items, the items will be forwarded to the Property Officer for distribution to inmates.

2. Section II., E., 9., Price Increases, the following sentence is added:

9. Price Increases

Prices for weekly and quarterly catalog items will not be increased and all pricing will remain as currently described in Contract C1656.

3. Section II., E., 15., c. Inmate Pay, is revised to read:

c. Inmate Pay

The Department will continue to pay inmates working in the canteens or performing canteen support functions.

Monies may be recouped against an inmate's salary related to inventory shortages directly related to the inmate. The Contractor may submit a request to the Contract Manager for reimbursement of any monies related to substantiated investigations of inventory shortages.

The Contractor will submit a monthly recap of minor shortages, directly related to the inmate operators, to the Contract Manager. Supporting documentation for each shortage and certification that inventory control guidelines, key control and practices as required by the contract and Department rules and procedures were adhered to will be submitted with the monthly recap. The Contract Manager will review the shortage report and forward approved shortages to the Bureau of Finance and Accounting. The Contractor will be notified of any disapproved shortages. An adjustment will be made to the monthly per diem invoice for approved shortages from the prior month.

If a shortage greater than the operator's monthly salary is suspected, the following process shall be followed: the canteen will be secured and the operator's keys will be sealed in an envelope bearing the operator's signature across the seal and will be placed in the drop safe in the security building. The Warden and the Institutional Inspector will be notified for investigative purposes and disposition. In accordance with Department procedure 108.001(5), shortages greater than the operator's monthly salary should be reported by means of a MINS message. If the report reflects negligence on the part of a Department employee or an inmate, the Department may recoup the shortages from that person or persons.

Appropriate disciplinary action will be taken against Department employees or inmates found to be negligent and/or fraudulent whenever shortages are suspected. The Contractor will initiate the inmate disciplinary process in accordance with Section I., E., 15., e. of the Contract. Restitution should be ordered by the Department for all inmates found guilty of theft. Approved disciplinary reports should be forwarded to the Bureau of Finance and Accounting. Restitution will be deducted from the inmate's trust account and forwarded to the Contractor monthly, as applicable. "Holds" will be placed on inmate accounts with insufficient balances to cover material shortages.

Authorized staff and canteen operators will refer shortages less than the operator's monthly salary to the Contractor to determine whether the shortage warrants investigation or whether the Contractor will adjust the inventory, or re-inventory. All shortages less than the operator's monthly salary will be investigated to the extent necessary to satisfy both the canteen operator and the Contractor as to the apparent cause of the shortage.

Any shortage amounts that are grieved by the inmate and for which the grievance is upheld will be reimbursed to the inmate by the Contractor.

Material overages of inventory should receive the same attention a shortage does and may result in the same investigative procedures.

4. Section III., B., Guaranteed Per Diem Payment to the Department, first sentence is revised to read:

B. Guaranteed Per Diem Payment to the Department

Regardless of the amount of gross sales, the Contractor will compensate the Department in the amount of \$.827 per day per inmate based on the Department's official midnight count.

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**

SIGNED BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME: **James V. Crosby, Jr.**

TITLE: **Secretary
Department of Corrections**

DATE: _____

SIGNED BY: _____

NAME: **Louis A. Vargas**

TITLE: **General Counsel
Department of Corrections**

DATE: _____

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
KEEFE COMMISSARY NETWORK

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Keefe Commissary Network (“Contractor”) to provide commodities for resale through the Department’s canteens and related services.

This Amendment:

- Revises Section II., E., 14., Warehouse Receiving/Distribution, fifth paragraph;
- Adds Section II., E., 17., d., Contractor’s Software; and
- Revises Section VII., A., 1., Public Records Law, to add second paragraph.

Original contract period:	October 9, 2003 through October 8, 2006
Amendment #1:	February 25, 2004 through October 8, 2006

In accordance with Section V., Contract Modifications; the following changes are hereby made:

1. Section II., E., 14., Warehouse Receiving/Distribution, fifth paragraph is revised to read:

14. Warehouse Receiving/Distribution

The Contractor shall be responsible for providing 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); and
Napkins.

2. Section II, E., 17., d., Contractor’s Software, the following paragraph is added:

- d. Contractor’s Software

The Department acknowledges the proprietary nature of the Contractor’s software and hereby agrees not to reproduce or transfer the software without written permission of the Contractor. All hardware and KCN proprietary software installed into the facilities remains exclusive property of the Contractor.

3. Section VII., A., 1., Public Records Law, the following paragraph, is added:

The Contractor is cautioned that Florida law generously defines what constitutes a public record; see, for example section 119.07 of the Florida Statutes. If the Contractor believes that any of their materials (i.e., computer software, etc.) contain information that should not be a public record, the Contractor shall clearly segregate and mark that information and briefly

describe in writing the grounds for claiming exemption from the public records law. The Department will not independently evaluate the Contractor's claim of exemption. If the Department receives a public records request related to the contract, the Department shall notify the Contractor in writing at least seven days before making the information available for review by the requester. The Contractor shall be solely responsible for taking whatever action it deems appropriate to legally protect its claim of exemption from the public records law. If the Contractor fails to do so, the Department shall make the information available for review. 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 contract.

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**

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____	SIGNED BY: _____
NAME: James V. Crosby, Jr.	NAME: Rosa H. Carson
TITLE: Secretary Department of Corrections	TITLE: General Counsel Department of Corrections
DATE: _____	DATE: _____

CONTRACT AMENDMENT BETWEEN
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This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Keefe Commissary Network (“Contractor”) to provide commodities for resale through the Department’s canteens and related services.

This Amendment:

- revises Section II., A., Background and General Overview of Work to Be Performed, second paragraph;
- revises Section II., E., 4., Pass-thru Items;
- revises Section II., E., 11., Inmate Spending Limits;
- revises Section II., E., 14., Warehouse Receiving/Distribution, first paragraph; and
- revises Section VII., K., Disputes.

Original Contract period: October 9, 2003 through October 8, 2006.

In accordance with Section V., Contract Modifications; the following changes are hereby made:

1. Section II., A., Background and General Overview of Work to Be Performed, second paragraph is hereby revised to read:

A. Background and General Overview of Work to Be Performed

Only inmates, who have an account through the Department’s Inmate Banking system, are in proper possession of an identification card and who are not otherwise restricted, are allowed to purchase canteen items. Inmates may not exceed a weekly spending limit of ninety dollars (\$90.00) for canteen merchandise depending upon availability of funds. The Secretary of the Department may raise limits.

2. Section II., E., 4., Pass-thru Items, is hereby revised to read:

E. 4. Pass-thru Items

The Contractor shall ensure that U.S. postage stamps are available in the canteens in sufficient quantity. Stamps are handled through the canteen as a pass-thru item. In addition, the canteens shall sell photo tickets to inmates and shall distribute nicotine patches to inmates who present a prescription for the item. Individual inmates will pay for nicotine patches out of funds in the inmate’s bank account.

3. Section II., E., 11., Inmate Spending Limits, is hereby revised to read:

E. 11. Inmate Spending Limits

The maximum amount allowed for an inmate to spend in the canteen is \$90.00 per week, exclusive of any items obtained through special mail order. This amount may be increased up to a total of \$100.00 at the discretion of the Secretary.

4. Section II., E., 14., Warehouse Receiving/Distribution, first paragraph is hereby revised to read:

E. 14. 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 at the institution to receive the commodities, the Department's warehouse staff will receive the commodities and sign for pallets or boxes. The pallets or boxes received will be immediately transported to the assigned, secured Keefe (Contractor) area. 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.

5. Section VII., K., Disputes, is hereby revised to read:

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 Financial Management. The Director of Financial Management shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

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

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

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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**

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

**STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS**

SIGNED
BY: _____

NAME: **James V. Crosby, Jr.**
TITLE: **Secretary
Department of Corrections**

DATE: _____

SIGNED
BY: _____

NAME: **Louis A. Vargas**
TITLE: **General Counsel
Department of Corrections**

DATE: _____

CONTRACT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
KEEFE COMMISSARY NETWORK

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

WITNESSETH

Whereas, the Department is required to ensure that all inmates are provided care, custody, treatment, housing, and general handling in accordance with Section 945.04, Florida Statutes;

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, this Contract is revenue generating and is not a purchase as contemplated by Chapter 287, Florida Statutes. In addition, this contract is for commodities purchased for resale which may be procured without receipt of sealed competitive bids or competitive sealed proposals pursuant to Section 287.012 (5), Florida Statutes, and

Whereas, the Contractor is a qualified and willing participant with the Department to provide commodities for resale through the Department's on-site canteens and services related thereto.

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

I. CONTRACT TERM AND RENEWAL

A. Contract Term

This Contract shall be for a term of three years with one optional two-year renewal period. This Contract shall begin on the date on which it is signed by both parties, and shall end at midnight three (3) years from the date of execution. In the event the parties sign this Contract on different dates, the latter date shall control.

B. Contract Renewal

The Department has the option to renew this Contract for one additional two-year period after the initial Contract period upon the same terms and conditions contained herein and at the per diem rate 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 continued value of the contract to the state and Department. 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.

II. SCOPE OF WORK

A. Background and General Overview of Work to Be Performed

The Department of Corrections has historically operated canteens for resale of goods within its institutions, annexes, road prisons, forestry camps, and work camps. Currently, there are 336 canteens in operation statewide. The canteens operate on a “cashless” system, meaning that inmates may use their photo identification card in the same manner as a bank debit card, to make canteen purchases.

Only inmates, who have an account through the Department’s Inmate Banking system, are in proper possession of an identification card and who are not otherwise restricted, are allowed to purchase canteen items. Inmates may not exceed a weekly spending limit of sixty-five dollars (\$65.00) for canteen merchandise depending upon availability of funds. The Secretary of the Department may raise limits.

One full-time employee at each major institution has been responsible for the overall operation of that institution’s canteens and inmate labor is routinely utilized to assist in canteen operations. The individual institution’s Warden determines the number of available inmates with input from canteen staff and the Warden and Classification Team select the inmate canteen operators. The Contractor will be required to provide a full-time employee to oversee operations and will be allowed to utilize inmate labor. Inmates working within the canteens will be paid by the Department.

Items to be sold in the canteens are and will be determined by the Department’s Canteen Review Team as well as the locations for added or deleted canteen operations. The Contract Manager will assist in this function. The Canteen Review Team and Contract Manager will review the list of approved items for resale on a quarterly basis and approve additions/deletions. The Contractor may submit written requests for changes to the list that occur less than quarterly; however, consideration of such requests shall be at the sole discretion of the Contract Manager. All stocked products are listed on the Department’s Approved Master Canteen Products List. The canteens will continue to sell non-stocked items as well that are ordered by inmates from a catalogue contract.

B. Facilities to be Provided Canteen Products and Services

The facilities to be included under this contract include all currently operating institutions and allied facilities as indicated in Attachment I. The Department reserves the right to add or delete facilities from this Contract upon thirty (30) days’ written notice. The facilities to be added or deleted include only those new facilities being opened by the Department or existing facilities being closed. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

C. Implementation Plan and Transition Schedule

The Contractor shall provide an Implementation Plan and Transition Schedule to the Contract Manager detailing a phase-in of facility operations for approval

within ten business days of contract execution. This plan shall be designed to provide for seamless transition with minimal interruption of sales or operations. Implementation shall allow for at least 30 days' notice to current vendors.

The Contractor shall complete phase-in at all facilities indicated on Attachment I within one hundred fifty (150) days of the contract execution date. This includes the time period allowed for notice to current vendors. Canteens operating in satellite facilities will be brought online with the main institution that is responsible for oversight of the satellite facility. As part of the implementation plan, the Contractor shall indicate a date-certain for which it will assume an individual institution or facility's canteen operations including purchase of existing canteen inventory at each canteen site. (See, subsection E., 8.)

Once approved by the Contract Manager, there will be no changes made to the Implementation Plan and Transition Schedule unless a request is submitted in writing and approved by the Contract Manager. The Contractor shall ensure that the Contract Manager is timely provided information required for conducting NCIC/FCIC background checks prior to any new Contractor staff being hired or assigned to work under this Contract, to avoid any delays in phase-in.

The Department shall be entitled to receive revenue for the inmate population of an institution or facility beginning on the date that the Contractor assumes the institution's or facility's canteen operations which for purposes of this Contract, shall be when the Contractor purchases the existing canteen inventory, generates gross sales and provides staff to operate the canteens.

D. Rules and Regulations

The Contractor shall service and operate all canteens in accordance with the rules and regulations enumerated in this contract, including, but not limited to the following:

Any and all federal, state and local laws, rules or regulations governing packaging, distribution and sale of items regularly sold in the Department's canteens.

42 Code of Federal Regulation Part 2

American Correctional Association (ACA) accreditation: The Contractor must maintain full ACA accreditation as related to canteen operations at accredited institutions. Currently, all institutions are accredited. NOTE: Failure to maintain accreditation may result in assessment of liquidated damages as set forth in Section VII, Z., of this Contract.

Chapter 500, Florida Statutes (as applicable)
Section 944.516, Florida Statutes (Inmate Banking System)
Section 945.215, Florida Statutes

Rule 33-203.101, Florida Administrative Code
Rule 33-601.800, Florida Administrative Code
Rule 33-602.101, Florida Administrative Code
Rule 33-602.201, Florida Administrative Code

Rule 33-601.203, Florida Administrative Code
Rule 33-602.232, Florida Administrative Code
Rule 33-602.220, Florida Administrative Code

Department of Corrections' Procedure Number 210.006

E. Minimum Canteen Operational Requirements

The Contractor shall operate all canteens in accordance with the terms of this contract.

1. Hours of Operation

The Contractor shall ensure that the canteens operate at the same times that the respective institution has routinely conducted 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. 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.

Generally, as determined by the individual institution's Warden, the hours of operation will be from 8 a.m. to 11 a.m. and then from 1:30 p.m. to 3 p.m., 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.

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.

2. Items Approved for Resale

All items to be sold in the canteen must be approved by the Canteen Review Team and the Contract Manager. The current list of approved items for resale is provided as Attachment II. Within five (5) working days of contract execution, the Contractor may submit to the Contract Manager a written request for product changes to accommodate Contractor's product line. Said request must list each item to be substituted/added, indicating whether the item is 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 and Canteen Review Team shall review the request within five (5) working days of receipt and approve or deny each addition/substitution by line item. 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.

All items on the approved canteen list must be available in the canteen for resale to inmates unless otherwise determined by the individual institution's Warden. If the Warden determines that an approved item shall not be resold through the canteen, written confirmation shall be provided to the Contractor and the item shall be removed from the Goods and Merchandise list for that institution. In addition, the Contractor will sell catalog items through the canteens, which are provided from a contracted vendor at the indicated contracted rate (see Subsection 6, below).

A sufficient amount of non-catalog canteen items will 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. Stocked items shall be kept in appropriate containers to ensure freshness and suitability for consumption and to prevent theft.

Any requests for future additions or deletions to the list of approved resale items shall be submitted in writing to the Contract Manager who shall approve or deny the request with input from the Canteen Review Team, prior to any changes being made in product sales.

3. Posting of List and Prices

The Contractor shall ensure that an approved "Goods and Merchandise List" with clearly delineated prices is posted in or near each 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.

4. Pass-thru Items

The Contractor shall ensure that U.S. postage stamps are available in the canteens in sufficient quantity. Stamps are handled through the canteen as a pass-thru item. In addition, the canteens shall sell photo tickets to inmates for \$1.00 and shall distribute nicotine patches to inmates who present a prescription for the item. Individual inmates will pay for nicotine patches out of funds in the inmate's bank account.

5. Prohibited Items

In addition to restrictions that may be noted on the list of items approved for resale for specific items, the following may not be sold in the canteens:

- a. Products utilizing aerosol dispensing;
- b. Products containing alcohol;
- 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.

6. Weekly and Quarterly Catalog Orders

In addition to items routinely stocked for resale, the canteens shall also sell approved catalog items that may be ordered from a contracted vendor's catalog. To process catalog orders, the canteen system must have the ability to separate catalog purchases from regular canteen purchases as dollars spent on catalog purchases are not included in the inmate's weekly draw. (The Department currently contracts with Access Catalog. A copy of the current catalog contract is provided as Attachment III.) Orders will be placed weekly and quarterly as follows:

a. Weekly Orders – Non-clothing:

Weekly orders will be processed through a designated canteen, and a small inventory of the weekly items will be stored in the canteen warehouse. The inmate will fill out a weekly order form and deliver the form to the designated canteen. The form will remain in the canteen with the item purchased and the inmate will be given a receipt for his purchase. The Property Sergeant will pick the items up on a weekly basis from the canteen and will fill out a DC3-001 and engrave the item, if appropriate with the inmate's name and DC number. The inmate will then be placed on call out to the property room to pick up the item(s). The inmate must present his receipt for the item at the time of call out.

Inmates in confinement and close management will fill out the order forms and after verification of funds, a receipt will be delivered to the inmates. Items for inmates in confinement and close management will be picked up by the Property Sergeant the same as for inmates in general population. The Property Sergeant will deliver these items to the inmates in administrative confinement and close management on a weekly basis. If an inmate has transferred from Administrative Confinement (AC) to Disciplinary Confinement (DC) before the item is delivered, it will be held in the Property Room until the inmate releases from confinement.

b. Quarterly Orders:

Quarterly order forms will be made available at the canteens for the general population. The inmate will fill out the quarterly form and send the order form to the Contractor in the warehouse 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 Contractor will complete the listing with inmate name, DC#, and individual amount indicated. Total sales amount will be verified against total of the inmates' order forms and verified for funds. The sales amount will be deducted from the inmate's account, and the total consolidated order will be placed with Access Catalog. Upon receipt of the items from Access Catalog, the items will be forwarded to the Property Officer for distribution to inmates.

7. 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. The Contractor's employee will deliver orders to the housing units for distribution. After delivery of the canteen orders to the housing unit in clear, perforated bags provided by Contractor, Security Staff and the Inmate Canteen Operator will distribute the orders cell-by-cell. The inmate receiving the items will sign the receipt for the merchandise delivered. All signed forms will be sent to the Contractor's Canteen Employee who shall debit the inmate's account. The Canteen Employee will update the CM/Confinement order log for tracking purposes. Any undeliverable sales will be voided and merchandise will be returned to stock. 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.

8. Existing Inventory

At least forty-eight (48) hours prior to assumption of an institution's canteen operations by Contractor, the canteen shall be closed for taking of inventory. The Department shall inventory all canteen items and certify the inventory. Contractor may be present during the inventory process. The Contractor shall purchase the Department's certified canteen inventory at cost to the Department minus 5%. The Contractor shall not be responsible for purchasing inventory that is damaged or expired or that will expire prior to the date the contractor assumes supply and operation of the facility's canteen(s). Any discrepancies in the purchase of certified inventory shall be resolved by the Department's Contract Manager. Contractor shall remit a check to the Department by the 15th calendar day of the month following the month during which the inventory was purchased. The Department will endeavor to limit replenishment of current stock prior to the inventory purchase.

9. Price Increases

Currently established pricing for current items may only be increased by up to 10% every six months, until the price reaches the statutory limit established in Section 945.215 (1)(e), Florida Statutes.

10. Applicable Sales Tax

The Contractor is responsible for reporting and submitting all applicable sales tax to the Department of Revenue.

11. Inmate Spending Limits

The maximum amount allowed for an inmate to spend in the canteen is \$65.00 per week, exclusive of any items obtained through special mail order. This amount may be increased up to \$100.00 at the discretion of the Secretary.

12. Canteen Security

The Contractor shall comply with Department key control procedures. All canteen keys and locks 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.

13. 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, fire, or theft.

14. Warehouse Receiving/Distribution

The Contractor will be responsible for purchasing and receiving all commodities necessary for canteen operations. The Contractor will be responsible for ordering, receiving, storing, and accounting for all canteen commodities.

The Department shall designate any available 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 warehouse 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 of shrink wrap and other plastic packaging. Each institution and/or facility requires advance notification of all non-scheduled deliveries.

The Contractor may utilize any existing phone lines dedicated to the canteen(s). The Contractor and Contract Manager shall work together to transfer billing for phone service associated with these dedicated lines from the Department to the Contractor. Contractor shall pay for any costs associated with the transfer of service. In addition, the Contractor may provide for the installation of phone lines with off-site access to allow for computer connectivity and voice phone

service; however, these devices are prohibited for inmate usage. Phone installation and service must be in accordance with institutional security requirements. The Contractor will be responsible for all costs associated with the telephone service.

The Contractor shall be responsible for providing the following items in quantities sufficient to ensure compliance with the service requirements of the Contract:

All cleaning supplies;
Mops and brooms;
Office supplies;
Office Equipment;
Paper towels;
Bags for delivery (clear see-through perforated)
Janitorial supplies;
Napkins;
Towels;
Service Utensils (spoons);
Garbage containers and bags.

The initial purchase of any of the above-referenced items must be prior-approved 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.

The Department will allow the Contractor to utilize existing canteen designated warehouse equipment for receipt of commodities at the warehouse and for transportation to the canteens. The Contractor shall be responsible for ensuring that the equipment provided by the Department is operated and maintained in strict accordance with the manufacturers' operating manuals. In the event the Department determines that equipment has been damaged or abused due to the lack of adequate Contractor oversight or other negligence, the Contractor shall be liable for repair and/or replacement of the equipment. The Department will allow the Contractor to utilize their own equipment for receipt of commodities at the warehouse and for transportation to the canteens at the Contractor's expense upon written approval from the Contract Manager. 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 at Contract termination.

15. 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.

a. Inmate Labor for Canteen Operations:

The Department will select and provide inmates for use in canteen operations. The actual number of available inmates shall be agreed upon by the Contract Manager or Warden and Contractor and reviewed or revised as necessary. The Contractor may request the Contract Manager or Warden to remove any inmate from assignment to canteen operations.

Inmates shall be replaced within one working day. No inmate shall be assigned to any position that requires him or her to supervise another inmate.

b. 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. The Contractor's staff will be responsible for proper receipt and inspection.

c. Inmate Pay:

The Department will continue to pay inmates working in the canteens or performing canteen support functions.

Monies may be recouped against an inmate's salary related to inventory shortages directly related to the inmate. Institutional security staff will investigate any claims related to shortages in inventory. The Contractor may submit a request to the Contract Manager for reimbursement of any monies related to substantiated investigations of inventory shortages.

d. Monthly Evaluations

The Contractor shall conduct monthly evaluations of inmates assigned to canteen operations by the tenth (10th) day of each month on forms provided by the Department. These evaluations shall be submitted to the Classification Section at each institution.

e. Disciplinary Reporting

In the event of rule violations by inmates working with the Contractor, 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.

16. Contractor Staffing of Canteens

The Contractor shall have at least one employee on-site at each major institution during all normal business hours to 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. The Contractor shall also provide to the individual institution's Warden, a list of contact persons who may be contacted to make decisions regarding the canteen operation when the on-site employee is not available.

17. Computer Equipment and Software Required for Canteen Operations

Technology Transition Period

The Contractor is required to implement its own technology system to facilitate canteen operations. Due to the size and complexity of the anticipated system, Contractor will be allowed a period of transition beginning on the date the contract is executed, not to exceed eighteen (18) months, in which to install and implement the utilization of its own technology system.

During this transition period, the Department shall make available to the Contractor its existing Canteen point-of-sale hardware for Contractor's use. The Department shall continue to maintain and operate its existing canteen point-of-sale equipment and back-office technology in its current configuration during the Transition Period. The Department shall be responsible for payment of all costs connected with the support of its current equipment and back-office technology.

The Contractor shall indemnify the Department during the Transition Period from any loss related to sale of canteen items that may occur because of downtime or any other technology-related issue. The Department will utilize reasonable means to provide the same level of technical support it currently provides for canteen issues.

During this Transition Period, the Department shall work diligently with the Contractor to create and maintain an information flow in accordance with other provisions of the Contract.

During the phase-in of Contractor's technology system, it may become necessary for both the Department and Contractor's canteen systems to operate in parallel. Prior to this occurring, however, the parties must resolve the major issues that may or could occur from such parallel operation, including, but not limited to data sharing. Thereafter, the parties will utilize best effort to resolve any issue that arises as a result of this parallel operation.

The Contractor may continue to utilize the Department's point-of-sale equipment during the course of the contract. The department will be responsible for the maintenance, repair and replacement of the equipment, unless damage occurs to the equipment due to negligence on behalf of the Contractor, its agents or employees, or any party acting on behalf of the Contractor, its agents or employees. In such event, Contractor shall be responsible for all costs associated with repair or replacement. At the termination of the implementation period, all Department equipment will be returned to the Department.

At the end of the transition period, or upon the start of phase-in should the Contractor decline use of the Department's existing system, the Contractor shall provide all equipment necessary to conduct canteen operations including but not limited to the following:

- a. Overview of System Requirements: In each canteen operated under this Contract, the Contractor shall provide its own turnkey point-of-sale system, including all software and equipment for transactions, receipt printing and inventory control. Existing Department canteen point-of-sale, file server and/or other computer equipment shall be retired from service and will not be available for Contractor's use. 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 greater Internet.

The system must be capable of the following: supporting inventory transactions, on-line point-of-sale and manual sales, receipt printing, maintaining detailed transaction records and audit trails and providing all necessary reports.

To avoid potential for abuse of the system by inmates working with the Contractor, the system must not use a keyboard or other easily manipulated input device to support operations. The Contractor's point-of-sale system must be on a data network provided by the Contractor and separate from the Department's systems. The local area network infrastructure provided by the Contractor must include buried fiber optic cabling between buildings to isolate all devices from lightning strikes or an alternative acceptable to the Department. All Contractor equipment must be installed and secured, both physically and technically, in accordance with Department requirements. The Contractor will be responsible for securing access to the canteen system.

The Department must be able to deactivate ("lock-down") and reactivate the canteen system at each location as needed for security or if a job or system fails. In addition, the Contractor's telecommunications and server equipment must be collocated with the Department's equipment to enable strict control of institutional and computer-related security. The Contractor and its telecommunications provider must 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.

- b. 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 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.
- c. Inmate Canteen Accounts: Only inmates, who have an account through the Inmate Banking 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 badge, including date of birth (8 characters), card number (2 characters) and DC number (6 characters).

The Contractor will provide a methodology by which to enable 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 limit information from the Inmate Trust Fund.

These processes may occur at any time of the day or night, 24 hours a day, 365 days a year.

18. Other Equipment

Department-owned equipment currently available and utilized by the canteens shall be provided by the Department for Contractor's use. Said equipment shall be maintained by the Department if it is determined by the Department that the institution can utilize the equipment for other purposes or if the equipment is of such a value that maintenance/repair is in the Department's best interest. Otherwise, the Contractor shall maintain said equipment.

The Contractor shall be responsible for repair or replacement of any department-owned equipment damaged through improper or negligent use by the Contractor's employees or agents. The Contractor shall provide any equipment determined by the Contractor to be necessary for its operation of the canteen(s). Such equipment shall be maintained by the Contractor during the entire contract term and shall remain the property of the Contractor at contract termination.

If department-owned equipment is not available for Contractor's use, the Contractor shall supply all equipment required for canteen operations including freezers/refrigerators, displays, shelving, storage racks, calculators, chairs and office supplies, including approved forms and bags for transportation (perforated clear bags).

F. Vendor Conduct Within the Department's Institutions

Canteen vendors and any vendors supplying goods or services to the Department are required to adhere to strict security guidelines regarding conduct within the institution. A list of general security guidelines for all vendors conducting business in an institution is incorporated herein as Attachment IV. In addition to these guidelines, Contractor's staff shall adhere to the following:

- a. All Contractor's staff providing services under this Contract shall be required to undergo 40 hours of institutional training to be provided by the Department. Contractor shall contact the Department's Bureau of Staff Development at 850-487-2875 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.
- b. Contractor-staff shall adhere to the standards of conduct governing Department of Corrections' personnel including adherence to policy and procedure guidelines, particularly rules of conduct, employee clothing requirements and security procedures, and any other applicable rules and regulations.
- c. 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 from an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall be required to report to the Warden or Contract

Manager any violation of these restrictions. In addition, no staff shall give any gifts, favors or services to inmates, their family or close associates.

- d. The Contractor's staff shall not display favoritism to or preferential treatment of one inmate or group of inmates over another.
- e. 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, which are part of the activities that are to be rendered under this Contract.
- f. 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.
- g. 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.
- h. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be closely scrutinized. Any failure of the Contractor 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 terminating the Contract.
- i. The Contractor shall report any incident requiring investigation by the Contractor in writing to the Contract Manager, within 24 hours of the Contractor's knowledge of the incident.
- j. The Department reserves the right to deny access to any institution and/or facility to any Contractor's staff member found to have violated the provisions of this section.

G. Contractor Staff Employment Regulations

- a. Criminal Records Check: The Contractor's staff assigned to the 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 Department is under no obligation to inform the Contractor of the background check findings or the criteria for disqualification or removal. In order to carry out this background check, the Contractor and/or staff shall provide, upon request, the following data for any individual assigned to the Contract: Full Name, Race, Sex, Date of Birth, Social Security Number, Driver's License Number and State of Issue. The Contractor and/or staff shall submit to fingerprinting by the Department for submission to the Federal Bureau of Investigation (FBI).

- b. The Contractor shall ensure that the Contract Manager is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the Contract. The Contractor shall not offer employment to any individual or assign any individual to work under the Contract, who has not had an NCIC/FCIC background check conducted.
- c. No employee who has been barred from any Department work release center or other facility shall be considered for employment at another Department contracted facility.
- d. The Contractor shall not employ any individual at any site under this project 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 program. 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. The Contractor shall disclose any business or personal relationship a Contractor staff person or potential hire may have with anyone presently incarcerated or under the supervision of the Florida Department of Corrections.
- f. The Contractor shall immediately report any new arrest, criminal charges or convictions of a current employee under this project.

H. Minority Business Utilization and Reporting

The Contractor is encouraged to purchase canteen products from certified minority businesses in carrying out the provisions of this Contract. Subcontractors will only be considered to be certified minority 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 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 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's to:

Jane Broyles, Minority Business Coordinator
Department of Corrections
Bureau of Purchasing
2601 Blair Stone Road
Tallahassee, Florida 32399-2500

I. Inmate Complaints/Grievances

Inmates have the opportunity to file grievances about any aspect of their incarceration, including the provision of canteen and vending products. Any grievances filed by inmates regarding canteen or vending products shall be referred to the Contractor's Representative identified in Section IV, C., 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.

III. REVENUE

A. Gross Sales Payment to Contractor

The Department will remit by check to the Contractor on a weekly basis, the total gross sales collected. The sales will be calculated from the daily upload of sales from the canteen system to the Inmate Trust Fund. The check will be processed every Wednesday for daily sales occurring from the prior Wednesday to Tuesday.

B. Guaranteed Per Diem Payment to the Department

Regardless of the amount of gross sales, the Contractor will compensate the Department in the amount of eighty-two cents (\$.82) per day per inmate based on the Department's official midnight count. The Department will begin to receive payment for the inmate population of a facility on the date the Contractor assumes responsibility for the operation of that facility's canteen(s). Compensation shall be paid for each 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.

C. MyFloridaMarketPlace Transaction Fee Exemption

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.

D. Official Payee

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 # 12100
Centerville Station
Tallahassee, FL 32317-2100

E. Travel Expenses

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

F. Contractor's Expenses

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

G. Annual Appropriation

Obligations on behalf of the State of Florida or the Department to pay for services under a Contract are contingent upon an annual appropriation by the Legislature. The costs of services paid under any other Contract or from any other source are not eligible for reimbursement under this Contract.

IV. CONTRACT MANAGEMENT

A. Department's Contract Manager

The Contract Manager for this Contract will be:

Joel Anderson
Bureau Chief, Institutional Support
2601 Blair Stone Rd
850-410-4271
850-922-9722 (facsimile number)
anderson.joel@mail.dc.state.fl.us

The Contract Manager will perform the following functions:

1. serve as the liaison between the Department and the Contractor;
2. Monitor the Contractor's performance;
3. Direct the Contract Administrator to process all amendments, renewals and terminations of this Contract;
4. Evaluate Contractor's 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:

Lisa M. Bassett, Chief
Bureau of Purchasing
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500

(850) 488-6671 (telephone)
(850) 922-5330 (facsimile number)
bassett.lisa@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. Maintain the official Contract file;
2. Process all Contract amendments, renewals, and termination of the Contract;
and
3. Maintain the official records of all correspondence between the Department and the Contractor.

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:

Tyler Alcorn
Vice President of Sales & Marketing
10880 Lin Page Place
St. Louis, Missouri 63132
314-919-4148 800-864-5986
facsimile number: 314-919-4109
talcorn@keefecommissary.net

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

Modifications to the provisions of this Contract, with the exception of 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 either party upon no less than ninety (90) 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 Chapter 119, 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 any revenues or 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 or the address listed in Section III., C., Official Payee, 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.

C. Procurement of Materials with Recycled Content

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

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

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

The Contractor herein also indemnifies and holds the Department, its employees, agents, and officers, harmless against any claims, suits, judgments, or damages including courts costs and attorney's fees related to sale of any products by Contractor through the Department's canteens in the course of the operations of this Contract. In addition, the Department shall be indemnified and held harmless against any loss to Contractor suffered through actions committed by inmates where such actions are/were beyond the Department's control or were not preventable through due diligence.

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 Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Deputy Director of Financial Management. The Deputy Director of Financial Management shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager 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, 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 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 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. 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, accidents, 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, Florida Statutes, 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 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.

The Contractor 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 Contract.

T. 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 Florida Department of State.

U. MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to MyFlorida.com 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 Contractor 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 Contractor 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 contract with any public entity and may not transact business with any public entity.

X. 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.

Y. 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.

Z. Liquidated Damages

By execution of this Contract, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the department by law, in the following named amounts and according to the following named procedure:

1. Per Diem Payment:

Requirement - The Contractor shall provide the per diem amount by Electronic Funds Transfer (EFT) to a specified Department account within fifteen (15) calendar days after the final day of the previous month.

Damages - Five thousand dollars (\$5,000.00) per day shall be paid by the Contractor for each workday past the fifteenth (15th) calendar day that the EFT has not been received.

2. ACA Accreditation:

Requirement - The Contractor must maintain full ACA accreditation as related to canteen operations at accredited institutions.

Damages – Ten thousand dollars (\$10,000) per institution failing to maintain accreditation due to canteen operations.

The Contractor shall forward a cashier's check or money order, payable to the Department in the appropriate amount, to the Contract Manager, within 10 days of receipt of a written notice of demand for damages due from the Contract Manager.

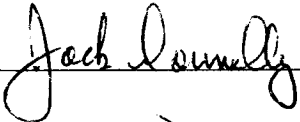
aa. Convicted Felons Certification

No personnel assigned to this Contract may be a convicted felon or have relatives either confined by or under supervision of the Department.


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 all Attachments, contain 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.

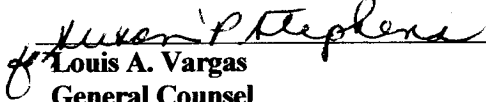
**CONTRACTOR:
KEEFE COMMISSARY NETWORK**

SIGNED BY: 
NAME: JACK DONNELLY
TITLE: VICE PRESIDENT GENERAL MANAGER
DATE: 10-8-03
FEID #: 43-1856999

**STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS**

SIGNED BY: 
NAME: **James V. Crosby, Jr.**
TITLE: **Secretary
Department of Corrections**
DATE: 10-9-03

**APPROVED AS TO FORM AND
LEGALITY SUBJECT TO
EXECUTION BY THE PARTIES**


**Louis A. Vargas
General Counsel
Department of Corrections**

MAJOR INSTITUTIONS

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

Region I

Region I Office

Ron Tadlock, Regional Director
2015 West Unit Drive
Sneads, Florida 32446
(850) 482-1381 SC 789-1381
Fax: (850) 593-0048, SC 789-0048

Apalachee Correctional Institution East

(Male)
35 Apalachee Drive
Sneads, Florida 32460-4166
(850) 593-6431 SC 786-1011
East Unit Fax: (850) 593-6445

Main Unit # of Canteens	7
Work Camp Canteens	2
Annex	

Apalachee Correctional Institution West

52 West Unit Drive
Sneads Florida 32460-4165
(850) 593-6431 SC 786-1011
Fax: (850) 593-6445

Main Unit # of Canteens	2
Work Camp Canteens	
Annex	

Calhoun Correctional Institution (Male)

19562 SE Inst. Drive
Blountstown, Florida 32424
(850) 674-5901 SC 787-2010
Fax: (850) 674-4188

Main Unit # of Canteens	2
Work Camp Canteens	1
Annex	

Century Correctional Institution (Male)

400 Tedder Road
Century, Florida 32535
(850) 256-2600
Fax: (850) 256-2335

Main Unit # of Canteens	4
Work Camp Canteens	2
Annex	

Gulf Correctional Institution (Male)

500 Ike Steele Road
Wewahitchka, Florida 32465-0010
(850) 639-1000 SC 790-1000
Fax: (850) 639-1182
Annex: 699 Ike Steel Road
(850) 639-1100 Fax: (850) 639-1508

Main Unit # of Canteens	3
Work Camp Canteens	2 (Gulf)
Annex	4

Holmes Correctional Institution (Male)

3142 Thomas Drive
Bonifay, Florida 32425-0190
(850) 547-2100 SC 781-1397
Fax: (850) 547-0522

Main Unit # of Canteens	3
Work Camp Canteens	1
Annex	

**Jackson Correctional Institution
(Male)**

5563 10th Street
Malone, Florida 32445-3144
(850) 569-5260 SC 778-1101
Fax: (850) 569-5996

Main Unit # of
Canteens 3
Work Camp
Canteens 2
Annex

*** Liberty Correctional Institution
(Male)**

11064 N.W. Dempsey Barron Road
Bristol, Florida 32321-9711
(850) 643-2141 SC 788-1011
Fax: (850) 643-3813

Main Unit # of
Canteens 4
Work Camp
Canteens 1
Annex (Quincy) 1

**Okaloosa Correctional Institution
(Male)**

3189 Little Silver Rd.
Crestview, Florida 32539-6708
(850) 682-0931 SC 672-1011
Fax: (850) 689-7803

Main Unit # of
Canteens 2
Work Camp
Canteens 1
Annex

Santa Rosa CI (Male)

5850 East Milton Rd.
Milton, Florida 32583
(850) 983-5800 SC 689-5800
Fax (850) 983-5907

Main Unit # of
Canteens 2
Work Camp
Canteens
Annex

**Jefferson Correctional Institution
(Male)**

1050 Big Joe Road
Monticello, Florida 32344-0430
(850) 997-1987 SC 285-1300
Fax: (850) 997-0973

Main Unit # of
Canteens 3
Work Camp
Canteens
Annex

**Madison Correctional Institution
(Male)**

Route 4, Box 2695
Intersection Hwy 14 & County Rd 360
Madison, Florida 32340
(850) 973-5300 SC 296-5300
Fax: (904) 973-5339

Main Unit # of
Canteens 2
Work Camp
Canteens 1
Annex

**Wakulla Correctional Institution
(Male)**

110 Melaleuca Drive
Crawfordville, Florida 32327
(850) 421-0777 SC 299-0777
Fax: (850) 421-7667

Main Unit # of
Canteens 4
Work Camp
Canteens 1
Annex

Walton Correctional Institution (Male)

691 WW II Veteran's Lane
DeFuniak Springs, Florida 32433
(850) 892-6141 SC 692-1300
Fax: (850) 892-3691

Main Unit # of Canteens	3
Work Camp Canteens	1
Annex	

Washington Correctional Institution (Male)

4455 Sam Mitchell Drive
Chipley, Florida 32428-3597
(850) 773-6100 SC 784-6100
Fax: (850) 773-6252

Main Unit # of Canteens	2
Work Camp Canteens	1
Annex	

Region II

Region II Office

Dave Pridgen, Regional Director
P.O. Box 718, Hwy 231
Lake Butler, FL 32054-0628
(386) 496-6700 SC 883-6700
Fax: (396) 496-6716

*** Baker Correctional Institution (Male)**

P.O. Box 500, US 90
Sanderson, Florida 32087-0500
(386) 719-4500 SC 885-4500
Fax: (386) 758-5759

Main Unit # of Canteens	3
Work Camp Canteens	
Annex	

*** Cross City Correctional Institution (Male)**

P.O. Box 1500
Veteran's Road
Cross City, Florida 32628-1500
(352) 498-5576 SC 629-1011
Fax: (352) 498-1265

Main Unit # of Canteens	3
Work Camp Canteens	
Annex	

*** Gainesville Correctional Institution (Male)**

2845 NE 39th Avenue
Gainesville, Florida 32609-2668
(352) 955-2001 SC 625-2001
Fax: (352) 334-1675

Columbia Correctional Institution (Male)

Route 7 Box 376
U.S. 90
Lake City, Florida 32055-8767
(386) 754-7600 SC 885-7600
Fax: (386) 754-7602

Main Unit # of Canteens	3
Work Camp Canteens	
Annex	

Florida State Prison (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-1000
(904) 368-2500 SC 830-2500
Fax: (904) 368-2732

Main Unit # of Canteens	3
Work Camp Canteens	
Annex	

Hamilton Correctional Institution (Male)

10650 SW 46th Street
Jasper, Florida 32052-1360
(386) 792-5151 SC 872-5151
Fax: (386) 792-5159

ATTACHMENT I

Annex: (386) 792-5504

Main Unit # of
Canteens 3
Work Camp
Canteens
Annex

Main Unit # of
Canteens 3
Work Camp
Canteens
Annex

**Lake City Correctional Facility
(Male Youth)(Contract)**
Route 7, Highway 90 East, Box
1000
Lake City, Florida 32055
(386) 755-3379 Fax (386) 752-7202

**Lancaster Correctional
Institution (Male Youth)**
3449 S.W. State Road 26
Trenton, Florida 32693
(352) 463-4100 SC 640-4100
Fax: (352) 463-3476

Main Unit # of
Canteens 3
Work Camp
Canteens
Annex

Main Unit # of
Canteens 3
Work Camp
Canteens
Annex

**Lawtey Correctional Institution
(Male)**
7819 N.W. 228th Street
Raiford, Florida 32026-2000
(904) 782-3811 SC 859-1011
Fax: (904) 782-1388

**Mayo Correctional Institution
(Male)**
P.O. Box 448
US Hwy 27 North
Mayo, Florida 32066-0488
(904) 294-4500 SC 829-4500
Fax: (904) 294-4534

Main Unit # of
Canteens 3
Work Camp
Canteens
Annex

Main Unit # of
Canteens 3
Work Camp
Canteens
Annex

**New River Correctional Institution
(Male)**
7819 N.W. 228th Street
Raiford, Florida 32026-3000
(904) 368-3000 SC 830-3000
Fax: (904) 368-3205

New River "O" Unit (Male)
7819 NW 228th Street
Raiford, Florida 32026-1000
(904) 368-3000 SC 830-3000
Fax: (904) 368-3205

Main Unit # of
Canteens 3
Work Camp
Canteens
Annex

Main Unit # of
Canteens 3
Work Camp
Canteens
Annex

**Putnam Correctional Institution
(Male)**
128 Yelvington Road
East Palatka, Florida 32131
(386) 325-2857 SC 867-1011
Fax: (386) 312-2219

**Reception and Medical Center
(Male)**
P.O. Box 628
Hwy 231
Lake Butler, Florida 32054-0628
(386) 496-6000 SC 883-6000
Fax: (386) 496-3287

Main Unit # of Canteens	3	West Unit: (386) 496-6002
Work Camp Canteens		Main Unit # of Canteens
Annex		3
		Work Camp Canteens
		Annex

Taylor Correctional Institution (Male, Male Youth)

8501 Hampton Springs Road
 Perry, Florida 32348
 (850) 838-4000 SC 295-4000
 Fax: (850) 838-4024
 Annex: (850) 838-4002 SC 295-4002

Main Unit # of Canteens	3
Work Camp Canteens	
Annex	

Union Correctional Institution (Male)

7819 N.W. 228th Street
 Raiford, Florida 32026-4000
 (386) 431-2000 SC 831-2000
 Fax: (386) 431-2016

Main Unit # of Canteens	3
Work Camp Canteens	
Annex	

Region III

Region III Office

Brad Carter, Regional Director
 19225 U.S. Highway 27
 Clermont, Florida 34711-9025
 (352) 242-2719 SC 634-1701
 Fax: (352) 394-0099

*** Avon Park Correctional Institution (Male)**

P.O. Box 1100
 County Road 64 East
 Avon Park, Florida 33826-1100
 (863) 453-3174 SC 745-6187
 Fax: (863) 453-1511

Main Unit # of Canteens	5
Work Camp Canteens	2
Annex	

Brevard Correctional Institution (Male Youth)

855 Camp Road
 Cocoa, Florida 32927-3709
 (321) 634-6000 SC 362-6000
 Fax: (321) 637-7728

Main Unit # of Canteens	3
Work Camp Canteens	1

Central Florida Reception Center (Male)

7000 H C Kelley Rd
 Orlando, FL 32831-2518
 (407) 207-7777 SC 343-7777
 Fax: (407) 249-6570

Main Unit # of Canteens	4
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Hernando Correctional Institution (Female Youth)

16415 Springhill Drive
 Brooksville, Florida 34604-8167
 (352) 754-6715 SC 663-6715
 Fax: (352) 544-2307 SC 663-2307

Main Unit # of Canteens	2
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ATTACHMENT I

Work Camp
Canteens
Annex 4

Hillsborough Correctional Institution (Male Youth)
11150 Highway 672
Riverview, Florida 33569-8402
(813) 671-5022 SC 512-0264
Fax: (813) 671-5037

Main Unit # of
Canteens 3
Work Camp
Canteens
Annex

Lowell Correctional Institution (Female)
P.O. Box 147
3269 NW 105th Street
Lowell, Florida 32663-0147
(352) 622-5151 SC 653-1417
Fax: (352) 401-5331

Main Unit # of
Canteens 3
Work Camp
Canteens 1
Annex 3

*** Polk Correctional Institution (Male)**
10800 Evans Road
Polk City, Florida 33868-6925
(863) 984-2273 SC 588-1241
Fax: (863) 984-3072

Main Unit # of
Canteens 3
Work Camp
Canteens 2
Annex

Tomoka Correctional Institution (Male)
3950 Tiger Bay Road
Daytona Beach, Florida 32124-1098
(386) 323-1070 SC 380-1070
Fax: (386) 323-1006

Work Camp
Canteens
Annex

Lake Correctional Institution (Male)
19225 U.S. Highway 27
Clermont, Florida 34711-9025
(352) 394-6146 SC 634-1324
Fax: (352) 394-3504

Main Unit # of
Canteens 5
Work Camp
Canteens
Annex

***Marion Correctional Institution (Male)**
P.O. Box 158
3269 NW 105th Street
Lowell, Florida 32663-0158
(352) 401-6400 SC 667-6400
Fax: (352) 840-5657

Main Unit # of
Canteens 5
Work Camp
Canteens 1
Annex

Sumter Correctional Institution (Male)
P.O. Box 667
County Road 476B
Bushnell, Florida 33513-0667
(352) 569-6100 SC 633-1000
Fax: (352) 569-6196

Main Unit # of
Canteens 6
Work Camp
Canteens 1
Annex

Zephyrhills Correctional Institution (Male)
2739 Gall Boulevard
Zephyrhills, Florida 33541-9701
(813) 782-5521 SC 535-1100
Fax: (813) 782-4954

Main Unit # of Canteens	4	Main Unit # of Canteens	2
Work Camp Canteens	1	Work Camp Canteens	
Annex		Annex	

Region IV

Region IV Office

Marta Villacorta, Regional Director
 P.O. Box 297410
 20421 Sheridan Street
 Pembroke Pines, Florida 33029
 (954) 252-6509/10 SC 430-6500
 Fax: (954) 252-6519

Broward Correctional Institution (Female)

20421 Sheridan Street
 Ft. Lauderdale, Florida 33332
 (954) 252-6400 SC 430-6400
 Fax: (954) 680-4168

Main Unit # of Canteens	3
Work Camp Canteens	
Annex	

Dade Correctional Institution (Adult Female)

19000 S. W. 377th Street
 Florida City, Florida 33034-6409
 (305) 242-1900 SC 478-1900
 Fax: (305) 242-1881
 Annex: (305) 242-1700 (Adult Male)

Main Unit # of Canteens	4
Work Camp Canteens	
Annex	

Everglades Correctional Institution (Adult Male)

1601 S.W. 187th Ave.
 Miami, Florida 33185
 (305) 228-2000 SC 479-2000
 Fax: (305) 228-2039

Main Unit # of Canteens	5
Work Camp Canteens	
Annex	

Charlotte Correctional Institution (Male)

33123 Oil Well Road
 Punta Gorda, Florida 33955
 (941) 833-2300 SC 765-2300
 Fax: (941) 575-5747

Main Unit # of Canteens	3
Work Camp Canteens	
Annex	

DeSoto Correctional Institution (Male) Annex

13617 S.E. Highway 70
 Arcadia, Florida 34266
 (863) 494-3727 SC 766-7100
 Fax: (863) 494-1740

Main Unit # of Canteens	
Work Camp Canteens	
Annex	4

Glades Correctional Institution (Male Youth)

500 Orange Ave. Circle
 Belle Glade, Florida 33430-5222
 (561) 829-1400 SC 233-1400
 Fax: (561) 992-1355

Main Unit # of Canteens	2
Work Camp Canteens	
Annex	

Hardee Correctional Institution (Male)
 6901 State Road 62
 Bowling Green, Florida 33834-9505
 (863) 773-2441 SC 757-1200
 Fax: (863) 773-2441

Main Unit # of Canteens 4
 Work Camp Canteens 1
 Annex

Hendry Correctional Institution
 12551 Wainwright Drive
 Immokalee, Florida 34142

Main Unit # of Canteens 1
 Work Camp Canteens
 Annex

Homestead Correctional Institution
 19000 S.W. 377th Street
 Florida City, Florida 33034-6409

Main Unit # of Canteens 3
 Work Camp Canteens
 Annex

Indian River Correctional Institution (Male Youth)
 7625 17th Street, S.W.
 Vero Beach, Florida 32968
 (772) 564-2795 SC 240-2812
 Fax: (772) 564-2880

Main Unit # of Canteens 2
 Work Camp Canteens
 Annex

Martin Correctional Institution (Male)
 1150 S.W. Allapattah Road
 Indiantown, Florida 34956-4397
 (772) 597-3705 SC 249-5011
 Fax: (772) 597-3742

Main Unit # of Canteens 4
 Work Camp Canteens 1
 Annex 1

Okeechobee Correctional Institution (Male)
 3420 N.E. 168th St.
 Okeechobee, Florida 34972
 (863) 462-5474 SC 761-5474
 Fax: (863) 462-5402

Main Unit # of Canteens 4
 Work Camp Canteens
 Annex

South Florida Reception Center (Male)
 P.O. Box 02-8538
 14000 NW 41st Street
 Miami, Florida 33178
 (305) 592-9567 SC 475-0200
 Fax: (305) 470-5628
 South Unit: (305) 592-9567

Main Unit # of Canteens 2
 Work Camp Canteens
 Annex South Unit-1

Locations of Work Camps, Forestry Camps and Road Prisons

Region I

Berrydale Forestry Camp (Male)

6920 Highway 4
Jay, Florida 32565
(850) 675-4564 SC 671-4142
Fax: (850) 675-0801

Caryville Work Camp (Male)

P.O. Box 129
1005 Waits Ave
Caryville, Florida 32427-0129
(850) 548-5321 SC 771-4620
Fax: (850) 548-5305

Franklin Work Camp (Male)

1001 West Highway 98
Apalachicola, Florida 32320-1272
(850) 653-8500 SC 771-2127
Fax: (850) 653-2592

Gulf Forestry Camp (Male)

3222 DOC Whitfield Road
White City, Florida 32465
(850) 827-7412 SC 771-2045
Fax: (850) 827-2986

Jackson Work Camp

5607 10th Street
Hwy 71 North
Malone, Florida 32445-9998
(850) 569-5260 SC 778-1410
Fax: (850) 569-5996

Madison Work Camp

Post Office Box 692
Inter. Hwy 14 & County Road 360
Madison, Florida 32341-0692
(850) 973-5334 SC 296-5334
Fax: (850) 973-5339 SC 296-5339

River Junction Work Camp

300 Pecan Lane
Chattahoochee, FL 32324-3700
(850) 663-3366 SC 289-3304
Fax: (850) 663-4773

Wakulla Work Camp

110 Melaleuca Drive
Crawfordville, FL 32327

Calhoun Work Camp

19564 SE Inst. Drive
Blountstown, Florida 32424
(850) 674-2887 SC 787-2421
Fax: (850) 674-2503

Century Work Camp

400 Tedder Road
Century, Florida 32535
(850) 256-2600
Fax: (850) 256-5005

Graceville Work Camp

5230 Ezell Street
Graceville, FL 32440
(850) 263-9230

Holmes Work Camp

3182 Thomas Drive
Bonifay, Florida 32425
(850) 547-2703 SC 781-1397
Fax: (850) 547-3169

Liberty Work Camp

HCR 2, Box 144
Bristol, Florida 32321-0711
(850) 643-3330 SC 788-1011
Fax: (850) 643-3813

Okaloosa Work Camp

3189 Little Silver Road
Crestview, Florida 32539-6708
(850) 682-0931 SC 672-1212
Fax: (850) 682-4578

Tallahassee Road Prison (Male)

2628 Springhill Road
Tallahassee, Florida 32310-6730
(850) 488-8340 SC 278-8340
Fax: (850) 487-0926

Walton Work Camp

301 World War II Veterans Lane
DeFuniak Springs, Florida 32433
(850) 892-6141 SC 692-1300
Fax: (850) 892-3691

Region II**Baker Work Camp**

P.O. Box 500
 US 90
 Sanderson, Florida 32087
 (386) 719-4670 SC 885-4670
 Fax: (386) 758-5779

Cross City Work Camp

Post Office Box 1500
 Veterans Road
 Cross City, Florida 32628-1500
 (352) 498-5576 SC 629-1330
 Fax: (352) 498-1265

Gainesville Work Camp (Male)

1000 NE 55th Blvd.
 State Road 26 East
 Gainesville, Florida 32609
 (352) 955-2045 SC 625-2045
 Fax: (352) 955-3119

Lancaster Work Camp

3449 SW SR 26
 Trenton, Florida 32693
 (352) 463-4100 SC 640-4130
 Fax: (352) 463-3476

Columbia Work Camp

Route 7, Box 378
 US 90
 Lake City, Florida 32055-8767
 (386) 758-8090 SC 850-8090
 Fax: (386) 719-2770

Florida St. Prison W/C

Post Office Box 747
 State Road 16
 Starke, Florida 32091-0747
 (904) 368-2500 SC 830-2500
 Fax: (904) 368-2729

Hamilton Work Camp

10650 SW 46th Street
 Jasper, Florida 32052
 (386) 792-5409 SC 872-5409
 Fax: (386) 792-5159

Mayo Work Camp

P.O. Box 1805
 Hwy 27 North
 Mayo, FL 32066
 (904) 294-2335 SC 829-4752
 Fax: (904) 294-4534 SC 829-4532

Region III**Avon Park Work Camp**

Post Office Box 1100
 County Road 64 East
 Avon Park, Florida 33826
 (863) 453-3174 SC 745-6176
 Fax: (941) 453-1511 SC 745-6163

Largo Road Prison (Male)

5201 Ulmerton Road
 Clearwater, Florida 34620-4091
 (727) 570-5135 SC 513-5135
 Fax: (727) 588-4920

Marion Work Camp

Post Office Box 158
 3269 NW 105th Street
 Lowell, Florida 32663
 (352) 401-6863 SC 667-6863
 Fax: (352) 401-6443

Polk Work Camp

10800 Evans Road
 Polk City, Florida 33868-6925
 (863) 984-2273 SC 588-1473
 Fax: (863) 984-1761 SC 588-1761

Sumter Forestry Camp

Post Office Box 1807

Brevard Work Camp

855 Camp Road
 Cocoa, FL 32927-3700
 (321) 634-6130 SC 362-6130
 Fax: (321) 634-6051

Levy Forestry Camp (Female)

P.O. Box 1659
 County Road 343
 Bronson, Florida 32621-1659
 (352) 486-5506 SC 645-5506
 Fax: (352) 486-5335

Lowell CI Boot Camp

Post Office Box 147
 3269 NW 105th Street
 Lowell, Florida 32663
 (352) 622-5151 SC 653-1325
 Fax: (352) 401-5331

Sumter Boot Camp

P.O. Box 667
 9544 County Road 476B
 Bushnell, Florida 33513-0667
 (352) 569-6110 SC 633-6110
 Fax: (352) 569-6184

Tomoka Work Camp

3950 Tiger Bay Road

9544 County Road 476B
Bushnell, Florida 33513-0667
(352) 569-6114 SC 633-6114
Fax: (352) 793-6845

Daytona Beach, FL 32124-1098
(321) 323-1220 SC 380-1220
Fax: (321) 323-1006 SC 380-1006

Region IV

Arcadia Road Prison (Male)
2961 N.W. County Road 661
Arcadia, Florida 34266
(863) 993-4628 SC 740-4628
Fax: (863) 993-4630 SC 740-4630

Big Pine Key Road Prison (Male)
P.O. Box 430509
450 Key Deer Blvd.
Big Pine Key, Florida 33043
(305) 872-2231 SC 451-5105
Fax: (305) 872-9417

Ft. Myers Work Camp (Male)
P.O. Box 051107
2575 Ortiz Avenue
Fort Myers, Florida 33994-1107
(941) 332-6915 SC 748-6915
Fax: (941) 332-6992 SC 748-6992

Glades Work Camp
2600 N Main Street
Belle Glade, Florida 33430
(561) 996-0149 SC 237-1011
Fax: (561) 992-1355

Hardee Work Camp
6899 State Road 62
Bowling Green, Florida 33834-9505
(863) 773-2441 SC 757-1200
Fax: (863) 773-9372 SC 242-4763

Hendry Work Camp
12551 Wainwright Drive
Immokalee, Florida 34142
(941) 657-3654 SC 734-1104
Fax: (941) 658-3540

Loxahatchee Road Prison (Male)
230 Sunshine Road
West Palm Beach, Florida 33411
(561) 791-4760 SC 242-4760
Fax: (561) 791-4763 SC 242-4763

Martin Work Camp
1150 SW Allapattah Road
Indiantown, Florida 34956
(772) 597-3705 SC 249-5262
Fax: (772) 597-4238

**FLORIDA DEPARTMENT OF CORRECTIONS
MALE CANTEEN MASTER PRODUCT LIST JULY 2003**

TAXABLE Y/N	PACK SIZE	ITEM DESCRIPTION	BARCODE NUMBER	Unit Cost
Y	10	MARLBORO CIGARETTES KS	2630001	\$ 3.34
Y	10	NEWPORT CIGARETTES KS	2630003	\$ 3.34
Y	10	DOSAL DTC, CIGARETTES, FULL FLV KS	2630005	\$ 1.30
Y	10	DOSAL DTC, CIGARETTES, MEN FULL FLV KS	2630007	\$ 1.30
Y	10	OPTIMO PALMAS, 5 PK	2631000	\$ 3.24
Y	10	TAMPA JEWEL	2631002	\$ 1.49
Y	12	REDMAN CHEWING TOBACCO LG	2632001	\$ 2.48
Y	144	TOP REG, TOBACCO 12/12/PKT/CS	2632003	\$ 0.79
Y	144	TOP, MEN, TOBACCO 12/12/PKT/CS	2632005	\$ 0.79
Y	180	COPENHAGEN 36/5/SLV	2633002	\$ 3.70
Y	180	SKOAL, WINTERGREEN 18/10/SLV	2633003	\$ 3.70
Y	90	SILVER CREEK SMKLS TOBACCO 18/5/SLV	2633005	\$ 2.41
Y	90	REDWOOD 18/5/SLV	2633007	\$ 2.41
Y	24	CIGARETTE PAPERS, TOP	2634001	\$ 0.43
Y	50	LIGHTERS, CRICKET, NON BIC	2634004	\$ 0.30
Y	24	SHAVE CREAM, BRUSHLESS, PALMOLIVE 4.4 OZ	2740011	\$ 1.08
Y	12	SHAMPOO, ALBERTO VO5, 15 OZ	2740007	\$ 1.05
Y	12	CONDITIONER, ALBERTO VO5, 15 OZ	2740001	\$ 1.05
Y	24	HAIR GEL, PROTEIN 29, 3 OZ	2740012	\$ 1.66
Y	12	DANDRUFF SHAMPOO, HEAD & SHOULDERS, 13.5 OZ	2740017	\$ 0.68
Y	12	HAIR DRESSING, ROYAL CROWN, PLASTIC, 4.5 OZ	2740006	\$ 1.05
Y	72	IRISH SPRING SOAP 5 OZ	2740016	\$ 0.51
Y	96	IVORY SOAP 3.1 OZ	2740018	\$ 0.35
Y	48	DOVE SOAP, 3.5 OZ	2740020	\$ 0.78
Y	24	TOOTHPASTE, COLGATE, CLEAR, 4.2 OZ	2740019	\$ 0.69
N	12	DENTURE BATH, SEA-BOND	2740089	\$ 1.17
N	12	DENTURE ADHESIVE, EFFERGRIP, 2.5 OZ	2740090	\$ 2.44
Y	12	TPASTE & M/WASH, C/GATE, CLR FRSH MNT GEL, 4.6 OZ	2740022	\$ 2.10
Y	24	NOXEMA, 6 OZ	2740023	\$ 2.62
Y	12	MAGIC SHAVE TUBE, MILD 6 OZ	2740039	\$ 2.03
Y	12	ANTIPRSPNT MENNEN 2 OZ	2740024	\$ 1.40
Y	12	MENNEN DEODORANT, REG, 2 OZ	2740046	\$ 1.35
Y	24	BABY POWDER, CRAWFORD, 4 OZ	2740045	\$ 0.55
Y	12	SUNBLOCK, GOODSENSE, SPF 30 4 OZ	2740033	\$ 2.28

**FLORIDA DEPARTMENT OF CORRECTIONS
MALE CANTEEN MASTER PRODUCT LIST JULY 2003**

TAXABLE Y/N	PACK SIZE	ITEM DESCRIPTION	BARCODE NUMBER	Unit Cost
Y	12	HAIR BRUSH, CLUB, NO HANDLE JD BRUSH CO	2741002	\$ 0.73
Y	144	COMB, POCKET, CARDED, 5" NEW WORLD	2741003	\$ 0.15
Y	72	TOOTHBRUSH, SOFT, COLGATE, 6/12	2741011	\$ 0.28
Y	144	FLOSS LOOPS 30 CT LLP	2741015	\$ 1.20
Y	12	TOOTHBRUSH,HOLDER, TWO PIECE, CLEAR,PRO	2741020	\$ 0.14
Y	12	SOAP DISH, TWO PIECE, CLEAR, PRO	2741022	\$ 0.21
Y	24	NAIL CLIPPERS,TRIM, CARDED NO FILE	2741050	\$ 0.29
Y	24	EMERY BOARDS, CARDED,TRIM 10 CT	2741053	\$ 0.43
Y	12	COTTON SWABS, Q-TIP 54 CT	2741000	\$ 0.75
Y	72	SHOWER SLIDES, V-STRAP, MEDIUM, IMPORT	2741080	\$ 0.50
Y	72	SHOWER SLIDES, V-STRAP, LARGE, IMPORT	2741081	\$ 0.50
Y	72	SHOWER SLIDES, V-STRAP, X/LARGE, IMPORT	2741082	\$ 0.50
N	12	NON ASPRIN PAIN RELIEVER, GOODSENSE, 100 CT	2742001	\$ 0.27
N	36	ROLAIDS, 3/12 CT	2742006	\$ 0.40
N	6	ANTIFUNGAL CREAM, TINACTIN .5 OZ	2742020	\$ 1.40
N	12	VITAMINS, MULTI VIT/MIN SUPP ONE A DAY 60 CT	2742002	\$ 5.15
N	20	COUGH DROPS, HALLS 2/20/CS	2742025	\$ 0.34
N	12	NASAL SPRAY, GOODSENSE SALINE MIST 1.5 OZ	2742030	\$ 1.28
N	12	LIP BALM, CHAPET .16 OZ	2742035	\$ 0.45
Y	48	SNICKERS 2.7 OZ	2850001	\$ 0.40
Y	48	M&M PEANUTS, 1.74 OZ	2850003	\$ 0.40
Y	36	BABY RUTH 2.1 OZ	2850006	\$ 0.39
Y	36	THREE MUSKETEER 2.13 OZ	2850008	\$ 0.40
N	64	QUAKER CHEWY GRANOLA BAR, PEANUT BUTTER, 2.0 OZ	2850009	\$ 0.37
Y	12	JOLLY RANCHERS, ASSORTED 4 OZ	2850010	\$ 0.73
Y	24	CERTS,PEPPERMINT, .72 OZ	2850014	\$ 0.37
Y	12	SUG FR P'NUT BTR CUPS RUSSELL STOVER, 4.4 OZ	2850015	\$ 1.37
N	24	CHOCO CHIP COOKIES, 5 OZ TRAY	1328030	\$ 0.31
N	24	DUPLEX CREMCOOKIES, 5 OZ TRAY	1328032	\$ 0.31
N	144	SUGARFREE WAFERS, VANILLA, 4/36/1.75 OZ	1328033	\$ 0.26
N	24	PEANUTBUTTRCREMECOOKIE 5 OZ TRAY	1328034	\$ 0.31
N	72	CHIPS,PLAIN 1 OZ,	2851001	\$ 0.13
N	72	CHIPS,SOUR CREAM & ONION 1OZ,	2851002	\$ 0.13
N	72	CHIPS,SMOKEY MTN BAR-B-Q, 1 OZ	2851009	\$ 0.13
N	72	CHIPS, JALAPENO KRUNCHERS, 1 OZ,	2851006	\$ 0.13
N	72	CHIPS,CRUNCHY,CHEESE 1.25 OZ,	2851005	\$ 0.13
N	60	SNACK, CHEX MIX,TRADITIONAL 1.75 OZ	2851016	\$ 0.32
N	60	PORK RINDS, BAR-B-Q , 5/8 OZ	2851012	\$ 0.14
N	120	CRACKERS,NIP-CHEESE 1.25 OZ,	2851015	\$ 0.14

**FLORIDA DEPARTMENT OF CORRECTIONS
MALE CANTEEN MASTER PRODUCT LIST JULY 2003**

TAXABLE Y/N	PACK SIZE	ITEM DESCRIPTION	BARCODE NUMBER	Unit Cost
N	300	SALTINE CRACKERS 4PK,	2851035	\$ 0.04
N	48	CUBAN CRACKERS, 3 OZ	2851007	\$ 0.31
N	100	PEANUTS,SALTED, 1 OZ,	2851037	\$ 0.16
N	12	OATMEAL, Instant, VARIETY PACK	2851017	\$ 0.23
N	12	GUAVA BAR, LA CUBANITA 8 OZ	2851008	\$ 0.90
N	200	SQUEEZERS, JALAPENO CHEESE 1 OZ	2851038	\$ 0.24
N	200	SQUEEZERS, P'NUT BUTTER, 1.12 OZ	2854010	\$ 0.19
N	72	POPCORN,BUTTER	2851010	\$ 0.14
N	100	MEAT & CHEESE STICKS, 1.13 OZ	2851011	\$ 0.27
N	48	ICED HONEY BUNS 5.75 OZ	2851031	\$ 0.32
Y	12	HAM & CHEESE SANDWICH, 4.5 OZ	2852001	\$ 0.88
Y	8	SUBMARINE, 5.4 OZ	2852002	\$ 1.20
Y	12	CHEESEBURGER, 4.85 OZ	2852006	\$ 0.71
Y	24	SAUSAGE,BISCUIT,TWINS, 3 OZ	2852008	\$ 0.60
Y	6	TWIN CHILI CHEESE DOGS, 7 OZ	2852010	\$ 1.14
Y	8	CHAR-BROIL BEEF 18 WHEELER, 8.8 OZ	2852013	\$ 1.12
Y	8	CUBAN SANDWICH, 7 OZ,	2852004	\$ 1.84
Y	24	ICE CREAM SANDWICH,	2856001	\$ 0.27
Y	24	SUNDAE CONE,	2856004	\$ 0.30
Y	24	KLONDIKE BAR	2856009	\$ 0.52
N	24	TUNA,POUCH,IN WATER, 3 OZ	2853026	\$ 0.82
N	24	VIENNA SAUSAGE,	2853029	\$ 0.61
N	24	FISH STEAKS, LOUISIANA HOT SAUCE	2853030	\$ 0.46
N	24	FISH STEAKS, JALAPENO	2853031	\$ 0.46
N	24	SOUP, CHICKEN, POUCH	2853013	\$ 0.11
N	24	SOUP,BEEF, POUCH	2853011	\$ 0.11
N	24	SOUP,SHRIMP, POUCH	2853027	\$ 0.11
N	24	SOUP,CHILI, POUCH	2853028	\$ 0.11
Y	1000	CREAMER,NONDAIRY, POWDER,FLA CRYSTAL 3 GR	1320095	\$ 0.01
N	2500	SUGAR SUB PINK, FLA CRYSTAL 2/1250/.8 GR	1322040	\$ 0.00
N	2000	SUGAR,INDV, FLORIDA CRYSTAL	2854002	\$ 0.00
N	200	KETCHUP,INDV,PORTION PACK, 9 GR	2854005	\$ 0.01
N	200	MUSTARD,INDV, PORTION PACK, 4.5 GR	2854007	\$ 0.01
N	200	MAYONNAISE, PORTION PACK, INDV 9 GR	2854009	\$ 0.03
Y	24	LEMON-LIME SODA 12 OZ CANS	2855001	\$ 0.26
Y	24	DIET COLA, 12 OZ CANS	2855003	\$ 0.26
Y	24	COLA, 12 OZ CANS	2855006	\$ 0.26
Y	24	TEA 12 OZ CANS	2855009	\$ 0.26

**FLORIDA DEPARTMENT OF CORRECTIONS
MALE CANTEEN MASTER PRODUCT LIST JULY 2003**

TAXABLE Y/N	PACK SIZE	ITEM DESCRIPTION	BARCODE NUMBER	Unit Cost
N	300	COCOA, INDV 6/50CT	2855103	\$ 0.10
N	500	COFFEE, INDV, DECAFE, 5/100 CT	1314046	\$ 0.05
N	500	COFFEE,INDV, 5/100 CT	2855104	\$ 0.07
N	1000	COFFEE, CUBAN, INDV.	2855101	\$ 0.05
N	1000	TEA BAGS INDV, 10/100/CS	2855004	\$ 0.02
Y	1	PONCHO, CLEAR	2960001	\$ 1.53
Y	6	SHOE LACES, I	2960005	\$ 0.57
Y	12	WASH CLOTHS, STYLE 90 12X12 1LB/DZWT VANILLA	2960040	\$ 0.44
Y	12	HANDKERCHIEFS,	2960010	\$ 0.43
Y	1	SUNGLASSES, NON-REFLECTIVE,	2960016	\$ 0.45
Y	1	WALLETS, NO METAL,	2960023	\$ 2.07
Y	36	PENS,SECURITY,BLACK, RESPECT OF FLORIDA	2961003	\$ 0.46
Y	12	PENS,BLACK, STICK MD PT.	2961005	\$ 0.10
Y	72	PENCILS #2, 6/12	2961006	\$ 0.06
Y	24	NOTEBK PAPER, 8 1/2"X11" WHITE,130 CT	2961008	\$ 0.99
Y	48	ENVELOPES,#10 WHITE 25 CT,	2961017	\$ 0.76
Y	100	ENVELOPES, 10X13 WHITE 5 CT,	2961024	\$ 0.66
Y	36	PHOTO ALBUM, NO METAL, 10 SHEET,GENERIC	2961025	\$ 1.45
Y	48	BATTERIES,AA, ALKALINE, 4/12/2 PK	2962001	\$ 0.84
Y	48	BATTERIES,AAA, ALKALINE, 4/12/2 PK	2962003	\$ 0.84
Y	6	SHOE POLISH,BLACK, 6/2.5 OZ	2962016	\$ 1.24
Y	12	INSECT REPELLANT, CUTTERS STICK 1 OZ	2962021	\$ 3.33
Y	36	MIRROR, PLASTIC, NON-BREAKABLE, 6" x 4.5", GENERIC	2962030	\$ 0.91
Y	12	CARDS,PLAYING,	2962040	\$ 0.99
Y	120	PLASTIC CUPS, 22z, GENERIC	2962041	\$ 0.20
		WATCH BAND		
		PLASTIC SPOON		
Y	6	COFFEE MUGS, 1 PIECE MOLDED PLASTIC, 12 OZ, GENERIC	2962050	\$ 0.38

**FLORIDA DEPARTMENT OF CORRECTIONS
FEMALE CANTEEN PRODUCT LIST
July 2003**

TAXABLE Y/N	PACK SIZE	ITEM DESCRIPTION	BARCODE NUMBER	UNIT COST
Y	10	MARLBORO CIGARETTES KS SOFT	2630001	\$ 3.34
Y	10	NEWPORT CIGARETTES KS SOFT	2630003	\$ 3.34
Y	10	DOSAL DTC,CIGARETTES,FULL FLV KS	2630005	\$ 1.30
Y	10	DOSAL DTC,CIGARETTES,MEN FULL FLV KS	2630007	\$ 1.30
Y	144	TOP REG,TOBACCO 12/12/PKT/CS	2632003	\$ 0.79
Y	144	TOP,MEN,TOBACCO 12/12/PKT/CS	2632005	\$ 0.79
Y	90	SKOL, WINTERGREEN 18/10/slv	2633003	\$ 3.70
Y	90	REDWOOD 18/5/SLV	2633007	\$ 2.41
Y	24	CIGARETTE PAPERS, TOP	2634001	\$ 0.43
Y	50	DISPOSABLE LIGHTERS, CRICKET, NON BIC CLEAR	2634004	\$ 0.30
Y	24	SHAVE CREAM, BRUSHLESS, PALMOLIVE 4.4 OZ	2740011	\$ 1.08
Y	12	SHAMPOO, ALBERTO VO5 CLEAR, REG, 15 OZ	2740007	\$ 1.05
Y	12	CONDITIONER, ALBERTO VO5, EXTRA BODY, 15 OZ	2740001	\$ 1.05
Y	12	DANDRUFF SHAMPOO, HEAD & SHOULDERS, 13.5 OZ	2740017	\$ 3.69
Y	12	HAIR DRESSING, ROYAL CROWN, PLASTIC, 4.5 OZ	2740006	\$ 1.05
Y	72	IRISH SPRING SOAP 5 OZ BAR	2740016	\$ 0.51
Y	96	IVORY SOAP 3.1 OZ BAR	2740018	\$ 0.35
Y	48	DOVE SOAP, 3.5 OZ BAR	2740020	\$ 0.78
Y	24	COLGATE TOOTHPASTE, CLEAR 4.2 OZ	2740019	\$ 0.69
N	12	DENTURE BATH, SEA-BOND	2740089	\$ 1.17
N	12	DENTURE ADHESIVE, EFFERGRIP 2.5 OZ TUBE	2740090	\$ 2.44
Y	12	TOOTHPASTE & MTH/WASH, COLGATE, CLR FRSH MNT GEL, 4.6 OZ	2740022	\$ 2.10
Y	24	NOXEMA, PLASTIC, 6 OZ PLASTIC JAR	2740023	\$ 2.62
Y	24	BABY POWDER, CRAWFORD, 4 OZ	2740045	\$ 0.55
Y	12	SUNBLOCK, GOODSENSE, SPF 30 4 OZ	2740033	\$ 2.28
Y	12	MENNEN CRYSTAL CLEAN DEODORANT, SOFTLY SCENTED 2.3 OZ	2740088	\$ 1.95
Y	12	MENNEN LADY SS ANTI-PERSPIRANT, SPRING FRESH GEL 1.5 OZ	2740056	\$ 1.27
Y	48	BLEACHING CREAM, BLACK AND WHITE, .75 OZ	2740058	\$ 2.56
Y	4	LIPSTICK, COVERGIRL, CONTINUOUS CLR CREAM #180, REALLY RED	2740059	\$ 3.68
Y	4	LIPSTICK, COVERGIRL, #190, NUDE	2740060	\$ 3.68
Y	4	LIPSTICK, COVERGIRL, #115, MAUVE	2740061	\$ 3.68
Y	4	LIPSTICK, COVERGIRL, #255, RUM RASIN	2740062	\$ 3.68
Y	4	LIPSTICK, COVERGIRL, #040, WINESBERRY SHEER	2740063	\$ 3.68
Y	4	MASCARA, COVERGIRL, BLACK, #100, BLACK	2740064	\$ 3.57
Y	4	MASCARA, COVERGIRL, #105, BROWN	2740074	\$ 3.57
Y	4	COVERGIRL, EYEBROW PENCIL, #505, BLACK	2740066	\$ 1.99
Y	4	COVERGIRL, EYEBROW PENCIL, # 500, BROWN	2740065	\$ 1.99

**FLORIDA DEPARTMENT OF CORRECTIONS
FEMALE CANTEEN PRODUCT LIST
July 2003**

TAXABLE Y/N	PACK SIZE	ITEM DESCRIPTION	BARCODE NUMBER	UNIT COST
Y	4	BLUSH, COVERGIRL, CHEEKER, #180, BRICK ROSE	2740067	\$ 1.91
Y	4	BLUSH, COVERGIRL, CHEEKER #185, TRUE PLUM	2740068	\$ 1.91
Y	4	BLUSH, COVERGIRL, CHEEKER, # 125, WILD RASPBERRY	2740079	\$ 1.91
Y	4	BLUSH, COVERGIRL, CHEEKER, #117, PLUM PLUSH	2740080	\$ 1.91
Y	4	EYE SHADOW, COVERGIRL, PROFESSIONAL EYE ENHANCER, #215	2740081	\$ 3.40
	12	ALWAYS LONG SUPER MAXI PADS W/ WINGS	2740083	\$ 2.25
	12	ALWAYS, ULTRA THIN MAXI PADS W/ WINGS	2740084	\$ 2.25
	12	PLATEX, UNSCENTED SUPER PLUS ABSORBANT TAMPON	2740085	\$ 2.22
	12	PLATEX, REGULAR TAMPON, UNSCENTED	2740086	\$ 2.22
	12	MASSENGILL, DOUCHE, VINEGAR AND WATER	2740087	\$ 0.90
Y	12	SHAMPOO, DARK & LOVELY 8 OZ	2740069	\$ 1.79
Y	12	STYLING GEL, RIKAYAH, HI PROTEIN 8 OZ	2740070	\$ 1.33
Y	12	PINK OIL, LUSTER'S, 8 OZ	2740071	\$ 3.11
Y	12	CHOLESTEROL, ULTRA, DARK & LOVELY, 15 OZ	2740072	\$ 2.07
Y	12	OLGILVIE PERM KIT, ONE APPLICATION	2740073	\$ 6.00
Y	12	DARK & LOVELY PERM KIT, SUPER	2740075	\$ 5.19
Y	4	FOUNDATION, COVERGIRL, PLASTIC, CONT WEAR #945, SOFT SABLE	2740076	\$ 5.25
Y	4	FOUNDATION, COVERGIRL, PLAST, CONT WR #920, CREAMY NATURAL	2740077	\$ 5.25
Y	4	FOUNDATION, COVERGIRL, PLASTIC, SMOOTHERS #775, WARM BEIGE	2740078	\$ 5.25
Y	12	COMB, POCKET, 5" NEW WORLD, CARDED	2741003	\$ 0.15
Y	72	TOOTHBRUSH, COLGATE, SOFT, 6/12	2741011	\$ 0.28
Y	144	FLOSS LOOPS, LLP 30 CT	2741015	\$ 1.20
Y	12	TOOTHBRUSH, HOLDER, TWO PIECE, PRO	2741020	\$ 0.14
Y	12	SOAP DISH, TWO PIECE, PRO	2741022	\$ 0.21
Y	24	NAIL CLIPPERS, NO FILE, TRIM, CARDED	2741050	\$ 0.29
Y	24	EMERY BOARDS, TRIM, CARDED 10 CT	2741053	\$ 0.43
Y	12	COTTON SWABS, Q-TIPS 54 CT	2741000	\$ 0.75
Y	72	SHOWER SLIDES, V-STRAP, MEDIUM, IMPORT	2741080	\$ 0.50
Y	72	SHOWER SLIDES, V-STRAP, LARGE, IMPORT	2741081	\$ 0.50
Y	72	SHOWER SLIDES, V-STRAP, X/LARGE, IMPORT	2741082	\$ 0.50
Y	100	HAIRNETS, WHITE, IMPORT	2741023	\$ 0.23
Y	72	PONY TAIL HOLDERS, GOODY, 3 PK	2741024	\$ 1.50
Y	144	HAIR ROLLERS, SMALL, GOODY, 14 PK	2741025	\$ 0.69
Y	6	HAIR ROLLERS, MEDIUM, GOODY 12 PK	2741026	\$ 0.75
Y	6	HAIR ROLLERS, LARGE, GOODY 10 PK	2741027	\$ 0.75
Y	1	EAR RINGS, PAIR, PIERCED, ALLEGRO SMALL STUD	2741028	\$ 8.50
Y	1	EAR RINGS, PAIR, PIERCED, ALLEGRO, LARGE STUD	2741029	\$ 14.00
Y	6	COMBS, KANT SLIP, GOODY (SIDE), 2 PK	2741030	\$ 0.55
Y	36	TWEEZER, BLUNT, TRIM, CARDED	2741031	\$ 0.35
Y	1	MAKE-UP BAG, LIVING THINGS, CLEAR	2741032	\$ 3.64
Y	48	HAIR CLAW, LARGE, GOODY, NO CLEAR	2741033	\$ 1.07

FLORIDA DEPARTMENT OF CORRECTIONS
FEMALE CANTEEN PRODUCT LIST
July 2003

TAXABLE Y/N	PACK SIZE	ITEM DESCRIPTION	BARCODE NUMBER	UNIT COST
Y	12	HAIR BRUSH, SHORT HANDLE, STIFF, GOODY	2741034	\$ 0.72

**FLORIDA DEPARTMENT OF CORRECTIONS
FEMALE CANTEEN PRODUCT LIST
July 2003**

TAXABLE Y/N	PACK SIZE	ITEM DESCRIPTION	BARCODE NUMBER	UNIT COST
N	12	PAIN RELIEVER, NON ASPRIN, GOOD SENSE, 100 CT	2742001	\$ 0.27
N	36	ROLAIDS, 3/12 CT	2742006	\$ 0.40
N	6	ANTIFUNGAL CREAM, TINACTIN .5 OZ	2742020	\$ 1.40
N	40	COUGH DROPS, HALLS 2/20/CS	2742025	\$ 0.34
N	12	NASAL SPRAY, GOODSENSE 1.5 OZ	2742030	\$ 1.28
N	12	LIP BALM, CHAPET .16 OZ	2742035	\$ 0.45
N	12	VITAMINS, MUTLI W/ MIN SUPPLEMENT, ONE-A-DAY, 60 CT	2742002	\$ 5.15
Y	48	SNICKERS 2.7 OZ	2850001	\$ 0.40
Y	48	M&M PEANUTS, 1.74 OZ	2850003	\$ 0.40
Y	36	BABY RUTH 2.1 OZ	2850006	\$ 0.39
Y	36	THREE MUSKETEER 2.13 OZ	2850008	\$ 0.40
N		QUAKER CHEWY GRANOLA BAR, PEANUT BUTTER, 2.0 OZ		\$ 0.37
Y	12	JOLLY RANCHER ASST 4 OZ BAG	2850010	\$ 0.73
Y	24	CERTS, PEPPERMINT, .72 OZ	2850014	\$ 0.37
Y	12	SF P'NUT BUTTER CUPS, RUSSELL STOVER, 4.4 OZ BAG	2850015	\$ 1.37
N	24	CHOCOLATE CHIP COOKIES, 5 OZ TRAY	1328030	\$ 0.31
N	24	DUPLEX CREME COOKIES, 5 OZ TRAY	1328032	\$ 0.31
N	144	SUGAR-FREE WAFERS, VANILLA, 4/36/1.75Z	1328033	\$ 0.26
N	24	PEANUT BUTTR CREME COOKIE, 5 OZ TRAY	1328034	\$ 0.31
N	72	CHIPS, PLAIN 1 OZ, BAG	2851001	\$ 0.13
N	72	CHIPS, SOUR CREAM & ONION 1 OZ, BAG	2851002	\$ 0.13
N	72	CHIPS, SMOKEY MOUNTAIN BAR-B-Q, 1 OZ BAG	2851009	\$ 0.13
N	72	CHIPS, JALAPENO KRUNCHERS, 1 OZ, BAG	2851006	\$ 0.13
N	72	CHIPS, CRUNCHY, CHEESE 1.25 OZ, BAG	2851005	\$ 0.13
N	60	SNACK, CHEX MIX, TRADITIONAL 1.75 OZ	2851016	\$ 0.32
N	60	PORK SKINS, BAR-B-Q, 5/8 OZ BAG	2851012	\$ 0.14
N	120	CRACKERS, NIP-CHEESE 1.25 OZ,	2851015	\$ 0.14
N	300	SALTINE CRACKERS 4 PK,	2851035	\$ 0.04
N	48	CUBAN CRACKERS, 3 OZ BAG	2851007	\$ 0.31
N	100	PEANUTS, SALTED, 1 OZ,	2851037	\$ 0.16
N	12	OATMEAL, VARIETY PACK	2851017	\$ 0.23
N	12	GUAVA BAR, LA CUBANITA, 8 OZ	2851008	\$ 0.90
N	200	SQUEEZERS, JALAPENO CHEESE 1 OZ	2851038	\$ 0.24
N	200	SQUEEZERS, P'NUT BUTTER, 1.12 OZ	2854010	\$ 0.19
N	72	POPCORN,	2851010	\$ 0.14
N	100	MEAT & CHEESE STICKS, 1.13 OZ	2851011	\$ 0.27
N	48	ICED HONEY BUNS 5.75 OZ	2851031	\$ 0.32

**FLORIDA DEPARTMENT OF CORRECTIONS
FEMALE CANTEEN PRODUCT LIST
July 2003**

TAXABLE Y/N	PACK SIZE	ITEM DESCRIPTION	BARCODE NUMBER	UNIT COST
Y				
Y	12	HAM & CHEESE SANDWICH, 4.5 OZ	2852001	\$ 0.88
Y	8	SUBMARINE, 5.4 OZ	2852002	\$ 1.20
Y	12	CHEESEBURGER, 4.85 OZ	2852006	\$ 0.71
Y	24	SAUSAGE,BISCUIT,TWINS, 3 OZ	2852008	\$ 0.60
Y	6	TWIN CHILI CHEESE DOGS, 7 OZ	2852010	\$ 1.14
Y	8	CHAR-BROIL BEEF 18 WHEELER, , 8.8 OZ	2852013	\$ 1.12
Y	8	CUBAN SANDWICH, 7 OZ	2852004	\$ 1.84
Y	24	ICE CREAM SANDWICH,	2856001	\$ 0.27
Y	24	SUNDAE CONE,	2856004	\$ 0.30
Y	24	KLONDIKE BAR	2856009	\$ 0.52
N	24	TUNA,POUCH,IN WATER, 3 OZ	2853026	\$ 0.82
N	24	VIENNA SAUSAGE, PULL TOP	2853029	\$ 0.61
N	24	FISH STEAKS, PULL TOP , LOUISIANA HOT SAUCE	2853030	\$ 0.46
N	24	FISH STEAKS, PULL TOP , JALAPENO	2853031	\$ 0.46
N	24	SOUP, CHICKEN, POUCH	2853013	\$ 0.11
N	24	SOUP,BEEF, POUCH	2853011	\$ 0.11
N	24	SOUP, SHRIMP, POUCH	2853027	\$ 0.11
N	24	SOUP, CHILI, POUCH	2853028	\$ 0.11
N	1000	CREAMER,NONDAIRY, FLA CRYSTAL 1000/3GR	1320095	\$ 0.01
N	2500	SUGAR SUB PINK, FLA CRYSTAL, 2/1250/8 GR	1322040	\$ 0.01
N	2000	SUGAR,INDV,FLA CRYSTAL 2000 CT	2854002	\$ 0.00
N	200	KETCHUP,INDV, PORTION PACK, 200/9 GR	2854005	\$ 0.01
N	200	MUSTARD,INDV, PORTION PACK, 200/4.5 GR	2854007	\$ 0.01
N	200	MAYONNAISE,INDV, PORTION PACK, 200/9 GR	2854009	\$ 0.03
Y	24	LEMON-LIME SODA 24/12 OZ CAN	2855001	\$ 0.26
Y	24	DIET COLA, 24/12 OZ CAN	2855003	\$ 0.26
Y	24	COLA, 24/12 OZ CAN	2855006	\$ 0.26
Y	24	TEA, 24/12 OZ CAN	2855009	\$ 0.26
N	300	COCOA,INDV, 6/50	2855103	\$ 0.10
N	500	COFFEE, INDV, DECAF, 5/100 CT	1314046	\$ 0.05
N	500	COFFEE,INDV, 5/100 CT	2855104	\$ 0.07
N	1000	COFFEE, CUBAN, INDV.	2855101	\$ 0.05
N	1000	TEA BAGS INDV, 10/100/CS	2855004	\$ 0.02

**FLORIDA DEPARTMENT OF CORRECTIONS
FEMALE CANTEEN PRODUCT LIST
July 2003**

TAXABLE Y/N	PACK SIZE	ITEM DESCRIPTION	BARCODE NUMBER	UNIT COST
Y	1	PONCHO, CLEAR, 1/EA	2960001	\$ 1.53
Y	6	SHOE LACES, PR	2960005	\$ 0.57
Y	12	WASH CLOTHS, VANILLA, 1 LB/DZ, STYLE 90	2960040	\$ 0.44
Y	12	HANDKERCHIEFS,	2960010	\$ 0.43
Y	1	SUNGLASSES, NON REFLECTIVE,	2960016	\$ 0.45
Y	1	WALLETS, NO METAL,	2960023	\$ 2.07
Y	36	PENS, SECURITY, BLACK, RESPECT OF FLORIDA	2961003	\$ 0.46
Y	12	PENS, BLACK,	2961005	\$ 0.10
Y	72	PENCILS #2, 6/12	2961006	\$ 0.06
Y	24	NOTEBOOK PAPER, LINED, WHITE, 130 CT	2961008	\$ 0.99
Y	48	ENVELOPES, #10 WHITE, 25 CT OVRWRP/SEALED	2961017	\$ 0.76
Y	100	ENVELOPES, 10X13 WHITE, 5 CT OVRWRP/SEALED	2961024	\$ 0.66
Y	36	PHOTO ALBUM, NO METAL, 10 SHEET, 20 PAGES, GENERIC	2961025	\$ 1.45
Y	48	BATTERIES, AA, ALKALINE, 12/2PK	2962001	\$ 0.84
Y	48	BATTERIES, AAA, ALKALINE, 12/2PK	2962003	\$ 0.84
Y	6	SHOE POLISH, BLACK, 6/2.5OZ	2962016	\$ 1.24
Y	156	SINGLE USE LAUDRY DETERGENT	2961000	\$ 0.25
Y	12	INSECT REPELLANT, CUTTERS STICK 1OZ	2962021	\$ 3.33
Y	36	MIRROR, PLASTIC, NON-BREAKABLE, 6" x 4.5", GENERIC	2962030	\$ 0.91
Y	12	CARDS, PLAYING,	2962040	\$ 0.99
Y	120	PLASTIC TUMBLERS, 22z, GENERIC	2962041	\$ 0.20
		PLASTIC SPOON		
		SHOWER CAP		
		WATCH BAND		
Y	6	COFFEE MUGS, 1 PIECE MOLDED PLASTIC, 12 OZ, GENERIC	2962050	\$ 0.38

**CONTRACT BETWEEN THE
DEPARTMENT OF CORRECTIONS
AND
ACCESS CATALOG COMPANY**

This contract is between the Florida Department of Corrections (hereinafter referred to as the "department") and Access Catalog Company (hereinafter referred to as the "contractor") which are the parties hereto.

WITNESSETH

Whereas, the department is required by Florida Statute 945.04 to ensure that all inmates are provided care, custody, treatment, housing and general handling in accordance with Florida Statutes;

Whereas, it is necessary that budget resources be allocated effectively;

Whereas, this contract is a result of Invitation to Bid No. 99-DC-7250, and;

Whereas, Access Catalog Company is a qualified and willing participant with the department to provide Catalog/Direct Order Program for items sold to inmates through the canteens in various institutions throughout the state of Florida

Now, therefore, in consideration of the agreements contained herein, the parties agree:

I. CONTRACT TERM/RENEWAL

A. Contract Term

This contract shall begin on November 1, 1999 or the date on which it is signed by both parties, whichever is later.

This contract shall end at midnight on October 31, 2005.

B. Contract Renewal

This contract may be renewed, at the option of the department, for one (1) additional three (3) year period after the initial contract period upon the same terms and conditions contained herein and at the renewal prices indicated in Section III, Compensation. The contract renewal is at the department's sole discretion and shall be conditioned, at a minimum, on satisfactory performance evaluations by the department and subject to the availability of funds. The department, if it desires to renew this contract, shall exercise its option no later than thirty (30) days prior to the contract expiration.

(Revised October 29, 2002)

II. SCOPE OF CONTRACT

A. Administrative Functions

The department will not furnish services of support (e.g., support staff, office space, telephone service, secretarial, or clerical support) to the contractor.

B. Product Specifications

Products to be provided or made available by the contractor shall include, but not be limited to, the following:

1. Men's Athletic Shoes, low-top, soft leather, white, New Balance or approved equivalent. **Men's Sizes – 7 thru 11 (including half sizes), 14, 15, Regular width, 2E (wide) and 4E (wide) width.**
2. Men's Athletic Shoes, low-top, soft leather, white, Converse EV500 or approved equivalent. **Men's Sizes – 7 through 11 (including half sizes), 12, 13, 14, Standard D Width.**
3. Men's Athletic Shoes, high-top, leather upper with padded ankle collar for comfort, loop lacing system for flexibility and access, compressed phylon midsole, non-marking rubber outsole. National known brands accepted. **Men's Sizes – 7 through 11 (including half sizes), 12, 13, 14, 15, Regular width and 2E (wide) width.**
4. Men's Athletic Shoes, high-top, leather upper with padded ankle collar for comfort, loop lacing system for flexibility and access, compressed phylon midsole, non-marking rubber outsole. **National known brands accepted. Men's Sizes – 6 through 11, (including half sizes), 12, 13, 14, 15, Standard D Width.**
5. Men's Athletic Shoes, low-top, soft leather upper, variable lacing system, stitched toe and heel, aerated toe box pattern for ventilation, non-marking rubber outsole. **National known brands accepted. Men's Sizes. – 7 through 11 (including half sizes), 12, 13, 14, 15, Standard D Width.**
6. Men's Athletic Shoes, low-top, soft leather upper, variable lacing system, stitched toe and heel, aerated toe box pattern for ventilation, non-marking rubber outsole. **National known brands accepted. Men's Sizes. –7 through 10 (including half sizes), 11, 12, 13, 14, 15, Regular width and 2E (wide) Width.**

(Revised February 3, 2003)

7. Women's Athletic Shoes, low-top, soft leather upper, variable lacing system, stitched toe and heel, aerated toe box pattern for ventilation, non-marking rubber outsole. **National known brands accepted Women's Sizes – 5 through 10 (including half sizes), 12, Standard B Width.**
8. Sweatshirt, 50% cotton/50% polyester, ribbed cuffs and sleeves, band on bottom, high crew neck. No hoods, no zippers, no pockets. **Limited to gray only. Sizes S, M, L, XL,**
9. Sweatshirt, 50% cotton/50% polyester, ribbed cuffs and sleeves, band on bottom, high crew neck. No hoods, no zippers, no pockets. **Limited to gray only. Size 2XL to 6XL.**
10. Men's pajamas, 55% cotton/45% polyester, broad cloth, long sleeve, long leg, no pockets. **Limited to light blue only. Men's Sizes S, M, L, XL.**
11. Men's pajamas, 55% cotton/45% polyester, broad cloth, long sleeve, long leg, no pockets. **Limited to light blue only. Men's Sizes 2XL, 3XL, 4XL, 6XL.**
12. Men's pajamas, 55% cotton/45% polyester, broad cloth, short sleeve, long legs, no pockets. **Limited to light blue only. Men's Sizes S, M, L, XL.**
13. Men's pajamas, 55% cotton/45% polyester, broad cloth, short sleeve, long legs, no pockets. **Limited to light blue only. Men's Sizes 2XL, 3XL, 4XL, 6XL.**
14. Women's pajamas, 55% cotton/45% polyester, broad cloth, long sleeve, long leg, no pockets. **Limited to light blue only. Women's Sizes S, M, L, XL.**
15. Women's pajamas, 55% cotton/45% polyester, broad cloth, long sleeve, long leg, no pockets. **Limited to light blue only. Women's Sizes 2XL, 3XL, 4XL, 5XL, 6XL.**

16. Women's pajamas, 55% cotton/45% polyester, broad cloth, short sleeve, long legs, no pockets. **Limited to light blue only. Women's Sizes S, M, L, XL.**
17. Women's pajamas, 55% cotton/45% polyester, broad cloth, short sleeve, long legs, no pockets. **Limited to light blue only. Women's Sizes 2XL, 3XL, 4XL, 5XL, 6XL.**

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18. Gym Shorts, 50% cotton/45% polyester, no pockets, double crotch, elastic waistband. **Limited to navy blue only. Sizes S, M, L, XL.**
19. Gym Shorts, 50% cotton/45% polyester, no pockets, double crotch, elastic waistband. **Limited to navy blue only. Sizes 2XL, 3XL, 4XL, 5XL, 6XL.**
20. AM/FM Radio, **clear cover** GPX, Walkman type or equivalent with ear buds, rotary tuning and volume controls, DC battery powered only. Clear case allows security to view interior of radio without taking it apart.
21. Men's Watch, digital (hour, minute, second, AM/PM, date), water-resistant, battery.
22. Women's Watch, digital (hour, minute, second, AM/PM, date), water-resistant, battery.
23. Jigsaw Puzzle, cardboard type, 250 pieces. **Photo shall be approved by the contract manager.**
24. Jigsaw Puzzle, cardboard type, 500 pieces. **Photo shall be approved by the contract manager.**
25. Jigsaw Puzzle, cardboard type, 1000 pieces. **Photo shall be approved by the contract manager.**
26. Checkers Set with cardboard board; one piece molded plastic or wooden pieces.
27. Chess Set with cardboard board; one piece molded plastic or wooden pieces.
28. Domino Set; double six, one piece molded plastic piece or wooden pieces.

29. Domino Set; double nine, one piece molded plastic piece or wooden pieces.
30. Scrabble Game with cardboard board, one piece molded plastic piece or wooden pieces.
31. **Discontinued**

(Revised February 3, 2003)

32. Calendar, wall, **wire bound not allowed** - only glued binding will be accepted, may have landscape pictures or animal pictures only. **Pictures shall be approved by the contract manager.**
33. Thermal Underwear (Bottom): Pants, guaranteed not to shrink out of size. 50% polyester/ 50% cotton, circular knit thermal, and machine washable. Sizes: Small - 6X-Large
34. Thermal Underwear (Top): Long sleeve, guaranteed not to shrink out of size. 50% polyester/ 50% cotton, circular knit thermal, and machine washable. Sizes: Small - 6X-Large
35. Replacement Razor Head: for Norelco #201DB Razor
36. Replacement Headphones for radio: Koss HP-6 Headphone, digital-ready stereophone with volume control, 2 1/4 diameter earphone cushions.
37. Athletic Supporter, Mens, 100% Nylon all-purpose supporter, with adjustable strap, Geico 7110, Sizes: Small, Medium, Large, X-Large.
38. Hanes Men's Boxers. White, 3 per pack. 50% Cotton / 50 % Polyester. Sizes: Small, Medium, Large, X-Large, 2X-Large.
39. Players Men's Boxers. White, 2 per pack. 50% Cotton / 50 % Polyester. Sizes: 3X-Large, 4X-Large, 5X-Large, 6X-Large.
40. Hanes Her Way Women's Sports Bra. Gray. Sizes: Small (34B), Medium (36B), Large (38B), X-Large (38C).
41. Champion Sports Bra. Gray. Sizes: 2X-Large (40C-42B/C), 3X-Large (42C-44B/C), 4X-Large (44C-46B/C).

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- 42. Hanes Her Way Women's Cotton Briefs. White, 3 per pack. Sizes: 5,6,7,8,9,10,11,12,13,14
- 43. Hanes Men's Crewneck T-Shirts. 100% Cotton Fabric. White, 3 per pack. Sizes: Small, Medium, Large, X-Large, 2X-Large, 3X-Large.
- 44. Players Crewneck T-Shirts. 100% Cotton Fabric. White, 2 per pack. Sizes: 4X-Large, 5X-Large, 6X-Large.
- 45. Cherokee/Prewett Mills Deluxe Crew Socks. White. 85% Cotton / 15% Polyester. One size fits all.

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- 46. Just My Size Bra. White only. Sizes: 42B,44B,38C, 40C, 42C, 44C, 46C, 48C, 38D, 40D, 42D, 44D, 46D, 48D, 38DD, 40DD, 42DD, 44DD, 46DD, 48DD, 50DD
- 47. Hanes Her Way Cotton Bra. White only. Sizes: 34B, 36B, 34C, 36C, 38B
- 48. Reebok Women's Classic Nylon Athletic Shoe. White shoe, white sole sole. **Women's Sizes – 5 through 9 (including half sizes), 10, 11, , Regular B Width.**
- 49. Ladies Long Sleeve Thermal Shirt. White. Sizes: small, medium, large, X/large, 2X/large
- 50. Ladies Long Sleeve Thermal Drawers. White. Sizes: small, medium, large, X/large, 2X/large
- 51. Braun Pocket Shaver. Model PSB746B/370.
- 52. Women's Athletic Shoes, low-top, soft leather, white/gray, Nike Women's Air Monarch Cross Trainer or approved equivalent. **Women's Sizes – 5 thru 10, (including half sizes), 11, 12, Standard B width.**
- 53. T-shirt, no pockets, pre-shrunk 100% cotton, machine washable. **Limited to gray only. Sizes S, M, L, XL, 2-XL, 3-XL.**
- 54. T-shirt, no pockets, pre-shrunk 100% cotton, machine washable. **Limited to gray only. Sizes 4-XL, 5-XL, 6-XL.**
- 55. Replacement foam ear pad: for Koss HP-6/KTX-6 headphone
- 56. V-68 series combination lock

C. Contractor's Requirements

The contractor shall perform or provide the following:

1. Printed Flyers and Order Forms

- a. The contractor shall furnish, at no cost to the department, to each correctional institution printed flyers with photographic pictures, description and sizes of products. Only products to be provided under this contract shall be included on the flyer. Flyer may be one sheet of paper printed on both sides. No prices are to be printed on the flyer.

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- b. Contractor may supply order forms as a separate form to each correctional institution.
- c. Flyers and order forms shall be submitted to and approved by the Contract Manager prior to being distributed to correctional institutions and inmates.

2. Delivery

The Department of Corrections' Service Centers, statewide, will issue purchase orders on an as-needed basis under the contract for the purchase of products by inmates. The contractor shall deliver the products within fourteen (14) days after receipt of each purchase order.

Price shall include delivery to the "Ship to" location, noted on the purchase order, for orders of one or more items totaling \$200.00 or more. Orders less than \$200.00 shall be shipped prepaid with actual transportation charges added to the invoice as a separate item.

3. Damaged Goods

The contractor shall be responsible for filing, processing and collecting all damage claims; however, to assist in the expeditious handling of damage claims, the ordering institution will:

- a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.
- b. Report damage (visible and concealed) to the carrier and contract supplier, confirming such reports, in writing, within 15 days of delivery, requesting that the carrier inspect the damaged merchandise.

- c. Retain the item and its shipping container, including inner packing material, until inspection is performed by the carrier, and disposition given by the contract supplier
- d. Provide the contractor with a copy of the carrier's Bill of Lading and Damage Inspection Report

4. Replacement/Restocking

Replacement of all products found defective, and/or substitutions delivered without prior written approval, shall be made without cost to the purchaser, including transportation (if applicable) and all fees associated with restocking.

5. Warranty

A warranty is required on all products covering defective materials, poor workmanship and failure to perform in accordance with required industry performance criteria for a period of not less than ninety (90) days from date of inspection by the department.

6. Contract Summary

The contractor shall furnish the Department of Corrections, Bureau of General Services, a summary report of contract sales at the end of each contract quarterly period. This summary report shall list the total quantity of each item sold during that contract quarter and the total dollar amount associated with that quantity. Failure to provide this information within thirty (30) calendar days following the end of each contract quarter may result in the termination of the contract.

7. Substitutions

If any item(s) described in Section IIB is/are discontinued for reasons beyond the control of the contractor, the contractor may submit a proposed substitute to be reviewed and approved by the department's Contract Manager. The substitute shall meet all terms and conditions of the product specifications listed herein.

8. Quality Control

Any commodity manufactured that is inferior or unsatisfactory will be replaced at the contractor's expense. Failure to comply with this portion of the contract is considered a breach of contract, and will result in the removal of the contractor from the department's bidder's lists.

9. Deletion or Addition of Contract Items

The department reserves the right to delete any item(s) which may compromise security or that are disallowed as a result of a department rule change concerning

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inmate property. The department reserves the right to negotiate with the contractor for the addition of products offered under this contract. The negotiation and addition of products may only be allowed by a change in the department rule allowing for additional inmate property and upon the request of the department's Office of Security and Institutional Management.

III. COMPENSATION

A. Prices

Prices shall be firm net delivered prices to the ordering location.

Spec No.	Item No.	Description	Manufacturer & Model	Net Unit Delivered Price/Each
1.	52688	Men's Low-Top Soft Leather Athletic Shoes	New Balance, 7-11 (including half sizes), 12, 13, 14, 15 regular width, 2E (wide) and 4E (wide) width	\$42.85
2.	52032	Men's Low-Top Soft Leather Athletic Shoes	Converse EV500, 7-11 (including half sizes), 12, 13, 14, standard D width	\$33.04
3.	52696	Men's High-Top Soft Leather Athletic Shoes	Riddell Intensity, 7-11 (including half sizes), 12,13,14, 15 regular width and 2E (wide) width	\$25.76
4.	50414	Men's High-Top Soft Leather Athletic Shoes	Converse EV500, 6-11 (including half sizes), 12, 13, 14, 15, standard D width	\$33.98
5.	50554	Men's Low-Top Soft Leather Athletic Shoes	Riddell Impact (D width) 7-11 (including half sizes, 12, 13, 14, 15 standard D width	\$11.09
6.	52800	Men's Low-Top Soft Leather Athletic Shoes Wide Widths	Riddell AXT II , 7-10 (including half sizes) 11, 12, 13, 14, 15 regular width and 2E (wide) width	\$22.18
7.	51380	Women's Low-Top Soft Leather Athletic Shoes	Riddell , 5-10 (including half sizes) 12, standard B width	\$14.09
8.	50600	Sweatshirt	Hanes , gray only S to XL	\$6.17
9.	50600	Sweatshirt	B & B Industries or Hanes, gray only 2XL to 6XL	\$9.69

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10.	50764	Men's Long Sleeve Pajamas	Botany 500-MLS, light blue only, S to XL	\$8.89
		<i>(Revised February 3, 2003)</i>		
Spec No.	Item No.	Description	Manufacturer & Model	Net Unit Delivered Price/Each
11.	50764	Men's Long Sleeve Pajamas	Botany 500 MLS, light blue only, 2XL to 6XL	\$12.99
12.	50765	Men's Short Sleeve Pajamas	Botany 500 MSS, light blue only, S to XL	\$8.46
13.	50765	Men's Short Sleeve Pajamas	Botany 500 MSS, light blue only, 2XL - 6XL	\$12.60
14.	50766	Women's Long Sleeve Pajamas	Botany 500 WLS, light blue only, S to XL	\$10.99
15.	50766	Women's Long Sleeve Pajamas	Botany 500 WLS 2XL to 6XL	\$11.99
16.	50689	Women's Short Sleeve Pajamas	Botany 500 WSS, light blue only, S to XL	\$9.99
17.	50689	Women's Short Sleeve Pajamas	Botany 500 WSS, light blue only 2XL to 6XL	\$11.99
18.	50690	Gym Shorts	B & B Industries, navy blue S to XL	\$3.54
19.	50690	Gym Shorts	B & B Industries, navy blue 2XL to 6XL	\$5.90
20.	50546	AM/FM Clear Cover Radio with Headphones	GPX A2945	\$10.77
21.	50057	Men's Digital Watch, Water Resistant, Battery	Advance LCD 40823	\$2.38
22.	51650	Women's Digital Watch Water Resistant, Battery	Casio LA11WB-1	\$12.99
23.	50374	Jigsaw Puzzle, Cardboard Type, 100 Pieces	Kodak	\$2.12
24.	50303	Jigsaw Puzzle, Cardboard Type, 500 Pieces	Kodak	\$2.38
25.	50303	Jigsaw Puzzle, Cardboard	Kodak	\$2.99

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		Type, 1000 Pieces		
26.	50681	Checkers Set With Cardboard Board	Pressman	\$2.10
		<i>(Revised February 3, 2003)</i>		
Spec No.	Item No.	Description	Manufacturer & Model	Net Unit Delivered Price/Each
27.	50682	Chess Set With Cardboard Board	Pressman	\$2.58
28.	50683	Domino Set, Double Six Wood or Plastic	Parker Brother or Pressman	\$2.41
29.	506830 20	Domino Set, Double Nine Wood or Plastic	Cardinal or Pressman	\$3.99
30.	50698	Scrabble Game With Cardboard Board	Milton Bradley	\$10.75
31.	*	Razor, DC Battery Powered Cordless Norelco 105DB	* DISCONTINUED	\$0.00
32.	51255	Calendar, Wall, Glue Binding	Kwik Mfg.	\$1.99
33.	50605	Thermal Underwear (Pants)	Morgan Mills Small - XL 2XL - 6XL	\$3.70 \$5.05
34.	50606	Thermal Underwear (Shirt)	Morgan Mills Small - XL 2XL - 6XL	\$3.70 \$5.05
35.	50175	Replacement head for Norelco #201DB Razor	Norelco HQ2/2	\$12.26
36.	50776	Replacement Radio Headphones	Koss HP-6 Headphones	\$7.22
37.	50100	Athletic Supporter	Geico 7110 S, M, L, XL	\$3.20
38.	50516	Men's Boxers	Hanes, white, Small - XL 2XL	\$6.19 \$9.87
39.	50416	Men's Boxers	Players 3XL-5XL 6XL	\$8.80 \$9.39
40.	50622	Women's Sports Bra	Hanes Her Way, gray, 34B, 36B, 38B, 38C	\$6.05

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41.	51420	Sport's Bra	Champion, gray, 40C-42B/C, 42C-44B/C, 44C-46B/C	\$19.11
42.	50691	Women's Cotton Briefs	Hanes Her Way, white, 3 per pack, 5-8 9-14	\$4.35 \$5.61
		<i>(Revised February 3, 2003)</i>		
Spec No.	Item No.	Description	Manufacturer & Model	Net Unit Delivered Price/Each
43.	50737	Men's Crewneck T-Shirt	Hanes, white, 3 per pack, Small -XL 2XL-3-XL	\$6.19 \$10.16
44.	50436	Crewneck T-Shirt	Players 4XL-6XL	\$10.49
45.	50890	Deluxe Crew Socks	Cherokee/Prewett Mills	\$0.66
46.	51222	Just My Size Bra	42B,44B,38C, 40C, 42C, 44C, 46C, 48C, 38D, 40D, 42D, 44D, 46D, 48D, 38DD, 40DD, 42DD, 44DD, 46DD, 48DD, 50DD	\$10.22
47.	51276	Hanes Her Way Bra	Hanes. 34B, 36B, 34C, 36C, 38B	\$6.01
48.	50419	Women's Classic Nylon Athletic Shoe	Reebok. 5-9 (including half sizes), 10, 11 standard B width	\$22.97
49.	50608	Ladies Long Sleeve Thermal Shirt	Small, medium, large, x/large Size: 2x/large	\$3.79 \$5.25
50.	50607	Ladies Thermal Drawers	Small, medium, large, x/large 2x/large	\$3.79 \$5.25
51.	51417	Razor – Pocket Shaver	Braun Pocket Shaver # PSB746B/370	\$13.35
52.	52890	Women's Low Top Soft Leather Athletic Shoes	Nike Women's Air Monarch Cross Trainer 5-10 (including half sizes), 11, 12 , standard B width	\$39.99

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53.	50914G	T-shirts	Gray only, S, M, L, XL 2-XL, 3-XL	\$2.99 \$4.99
54.	50924G	T-shirts	Gray only, 4-XL, 5-XL, 6-XL	\$8.99
55.	51666	Replacement foam ear pad for KOSS HP-6/KTX-6	Koss HP-61KTX6RPLPAD	\$0.43
56.	50806- 680N	V-68 combination lock	Masterlock Combination lock / V-68 series	\$4.25

(Revised May 9, 2003)

B. Submission of Invoice(s)

The contractor agrees to submit invoices for compensation for products in detail sufficient for a proper preaudit and postaudit thereof. The contractor shall submit invoices pertaining to this contract to the location and person referenced on the purchase order.

C. Official Payee

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

Access Catalog Company
10840 Lin Page Place
St. Louis, MO 63132
Telephone: (800) 325-1134
FAX: (800) 325-4086
F.E.I.D.# F43-1857000

D. Travel Expenses

The department shall not be responsible for the payment of any travel expense for the contractor which occurs as a result of this contract.

E. 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 specified.

F. Annual Appropriation

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The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the legislature. The costs of products paid under any other contract or from any other source are not eligible for reimbursement under this contract.

G. Tax Exemption

The department agrees to pay for contracted products according to the conditions of this contract. The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of products.

H. Interest Penalties

Payment shall be made in accordance with Section 215.422, Florida Statutes, which states the contractor's rights and the department's responsibilities concerning interest penalties and time limits for payment of invoices.

I. Timeframes for Payment

Vendors providing goods and services to an agency should be aware of the following time frames:

1. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services and associated invoice, unless the bid specifications, purchase order or contract specifies otherwise. An agency has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the vendor. The interest penalty provision applies after a thirty-five (35) day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the agency.

J. Final Invoice

The contractor shall submit the final invoice for payment to the department no more than forty-five (45) days after acceptance of the final deliverable by the department. If the

contractor fails to do so, all right to payment is forfeited, and the department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the contract may be withheld until all applicable deliverables and invoices have been accepted and approved by the department.

K. Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 488-2924 or by calling the State Comptroller's Hotline, 1-800-848-3792.

IV. CONTRACT MANAGEMENT

The Department of Corrections will be responsible for project management of the contract resulting from this ITB. The department has assigned the following named individuals, address and phone number as indicated, as Contract Manager and Contract Administrator for the Project.

A. The Contract Manager:

The Contract Manager for this project will be:

John Hart, Assistant Bureau Chief
Bureau of Field Support Services
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 410- 410-4161 (telephone number)
(850) 922- 2995 (facsimile number)

The Contract Manager will perform the following functions:

- a. serve as the liaison between the Department and the Contractor;
- b. verify receipt of deliverables from the Vendor, if applicable;
- c. submit requests for change orders, if applicable; and
- d. review, verify, and approve invoices from the Vendor, if applicable.

B. The Contract Administrator:

The Contract Administrator for this Contract will be:

Lisa M. Bassett, Chief
Bureau of Purchasing
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 488-6671 (telephone number)
(850) 922-5330 (facsimile number)
bassett.lisa@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. maintain the Contract file;

(Revised October 29, 2002)

2. process all Contract amendments, renewals, and termination of the Contract;
and
3. maintain the official records of all correspondence between the Department and the Contractor.

C. Contractor's Representative

The name, address and telephone number of the representative of the contractor responsible for administration and performance under this contract is:

Dean Pollnow, Account Manager
Access Catalog Company
10840 Lin Page Place
St. Louis, MO 63132
Telephone: (800) 325-1134
FAX: (800) 325-4086

D. Changes to Designees

In the event that different representatives are designated by either party after execution of this contract, notice of the name and address of the new representatives will be rendered in writing to the other party and said notification attached to originals of this contract.

V. CONTRACT MODIFICATIONS

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The parties agree to renegotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this contract necessary. There are no obligations to agree by either party.

VI. TERMINATION/CANCELLATION

A. Termination at Will

This contract may be terminated by either party upon no less than thirty (30) calendar days notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), or in person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this contract become unavailable, the department may terminate the contract upon no less than twenty-four (24) hours notice in writing to the contractor. Said notice shall be delivered by certified mail (return receipt requested), facsimile or in person with proof of delivery. The department shall be the final authority as to the availability of funds.

C. Termination for Breach

If a breach of this contract occurs by the contractor, the department may by written notice to the contractor, terminate this contract upon 24 hours notice. Said notice shall be delivered by certified mail (return receipt requested) 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.

D. Termination for Unauthorized Employment

Violation of the employment provision as determined pursuant to Section 274A(e), Immigration and Nationality Act, shall be grounds for unilateral cancellation of this contract.

VII. CONDITIONS

A. Records

The contractor agrees to maintain books, records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and

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practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the department under this contract, to provide a financial and compliance audit to the department and to ensure that all related party transactions are disclosed to the auditor.

The contractor agrees to include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

The contractor agrees to maintain and file with the department such progress, fiscal and inventory reports as specified in Section II, and other reports as the department may require within the period of this contract.

The contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after 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 will cooperate with the department to facilitate the duplication and transfer of any said records or documents during the required retention period.

Monitoring persons duly authorized by the department and auditors shall have the right to examine any of said records and documents at all reasonable times during said retention period or as long as records are retained, whichever is later, including any records, papers, documents, facilities relevant to this contract, and/or interview any clients and employees of the contractor to be assured of satisfactory performance of the terms and conditions of this contract. Following such inspection the department will deliver to the contractor a list of its comments with regard to the manner in which said goods or services are being provided. The contractor will rectify all noted deficiencies provided by the department within the specified period of time set forth in the comments or provide the department with a reasonable and acceptable justification for not correcting the noted shortcomings. The contractor's failure to correct or justify within a reasonable time as specified by the department may result in the withholding of payments, being deemed in breach or default, or termination of this contract.

The contractor agrees to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, FS, and made or received by the contractor in conjunction with this contract. It is expressly understood that substantial evidence of the contractor's refusal to comply with this provision shall constitute a breach of contract.

B. Prison Rehabilitative Industries and Diversified Enterprises (PRIDE)

The contractor agrees that any articles which are the subject of, or are required to carry out this contract shall be purchased from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) identified under Chapter 946, FS, in the same manner and under the procedures set forth in subsections 946.515(2) and (4). For purposes of this

ATTACHMENT III
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contract, the contractor shall be deemed to be substituted for the department insofar as dealings with PRIDE. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing and delivery schedules may be obtained by contacting:

Terrie Brooks, Bid Administrator
PRIDE of Florida
2720 Blair Stone Road, Suite G
Tallahassee, FL 32301
(850)487-3774

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 Section 403.7065 and Section 287.045, Florida Statutes.

D. Sponsorship

If the contractor is a nongovernmental organization which sponsors a program financed wholly or in part 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 Access Catalog Company 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

During the performance of this contract the contractor will not discriminate against any employee or applicant for employment because of age, sex, race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants, clients and employees are treated without discrimination regarding their age, sex, race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In addition, 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.

G. Indemnification

The contractor shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the department harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the contractor in the course of the operations of this contract.

H. Contractor's Insurance

The contractor agrees to provide adequate liability insurance coverage on a comprehensive basis and to hold such liability 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 liability insurance necessary to provide reasonable financial protection for the contractor and the clients to be served under this contract. Upon the execution of this contract, the contractor 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 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.

I. Copyrights and Right to Data

Where activities supported by the 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

ATTACHMENT III
CONTRACT #C1656

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.

J. Disputes

Any dispute concerning performance of the contract that cannot be resolved informally shall be reduced to writing and delivered to the department's Contract Manager. The Contract Manager shall decide the dispute, reduce the decision to writing, and deliver a copy to the contractor.

K. Independent Contractor Status

In the contractor's performance of its duties and responsibilities under this contract, it is mutually understood and agreed that the contractor is at all times acting and performing as an independent contractor. 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 the contract is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

L. Subcontracts

The contractor is fully responsible for all work performed under this contract. The contractor may, with the consent of the department, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontracts are not legally binding unless approved, in writing, by the department's Contract Manager prior to the effective date of any subcontract. No subcontract which the contractor enters into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties. All payments to subcontractors shall be made by the contractor. No payment to the contractor will be processed until all subcontracts are approved, in writing, by the department.

M. Assignment

The contractor agrees to neither assign the responsibility of this contract to another party nor subcontract for any of the work contemplated under this contract without prior written approval of the department.

N. Payment of Subcontractors

ATTACHMENT III
CONTRACT #C1656

If a subcontractor is approved by the department, payments made by the contractor to the subcontractor must be within seven (7) working days after receipt of full or partial payments from the department in accordance with Section 287.0585, Florida Statutes. Failure to pay within seven (7) working days will result in a penalty charged against the contractor and paid to the subcontractor in the amount of one-half of one (1) percent 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 (15) percent of the outstanding balance due.

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, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting therefrom.

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.

Q. 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 purpose of lobbying the legislature or a state agency.

R. Patents and Royalties

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.

**ATTACHMENT III
CONTRACT #C1656**

Further, if such a claim is made or is pending, the contractor may, at its options and expenses 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 on request to the contractor and receive reimbursement, 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 cost arising from the use of such design, device or materials in any way involved in the work.

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 which are in writing from the department's administrative or project staff identified in section IV, Contract Management, of this contract shall be considered as a duly authorized expression on behalf of the department. Only communications from the contractor which are signed and in writing will be recognized by the department as duly authorized expressions on behalf of the contractor.

T. No Prior Involvement/Conflict of Interest

No officer or employee of the department shall receive any compensation whatsoever, directly or indirectly, for any act or service which he/she may do or perform for or on behalf of any officer or employee or agency, or employee of a contractor; nor shall any officer or employee of the department or the state be interested, directly or indirectly, in any contract or purchase made, or authorized to be made, by anyone for or on behalf of the department.

U. State Licensing Requirements

All corporations and not for profit corporations seeking to do business with the State of Florida shall be on file with the Florida Department of State in accordance with the provisions of Chapter 607 or Chapter 617, Florida Statutes; similarly, partnerships seeking to do business with the State of Florida shall have complied with the applicable provisions of Chapter 620, Florida Statutes, and set forth the particular reason(s) therefore. A statement shall be required indicating that the contractor is a corporation or other legal entity. If subcontractors are used, a statement shall also be required indicating that all subcontractors are registered with the State of Florida in accordance with Chapter 607, 617 or 620, Florida Statutes, providing their corporate charter numbers.

V. Public Entity Crimes Information Statement

**ATTACHMENT III
CONTRACT #C1656**

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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

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 will be governed by and construed in accordance with the laws of the State of Florida.

This contract, ITB# 99-DC-7250 and the contractor's response to the ITB, contain 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:
Access Catalog Company

SIGNED BY: [Signature]

NAME: Dean Pollock

TITLE: Account Manager

DATE: 11/1/99

Contractor's FEID # 57000 F43-181326

**STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS**

SIGNED BY: [Signature]

NAME: Michael W. Moore

TITLE: Secretary
Department of Corrections

DATE: 10-29-99

**APPROVED AS TO FORM AND
LEGALITY SUBJECT TO
EXECUTION BY THE PARTIES**

[Signature]
Louis A. Vargas
General Counsel
Department of Corrections

General Security Guidelines for Vendors

In performing work under the Contract, the Contractor and his employees, agents or subcontractors shall adhere to the following institutional security guidelines:

- A. No firearms shall be brought onto the institution's grounds. To do so constitutes a felony. (Weapons shall not be left in vehicles).
- B. No alcohol or controlled substances are allowed on Department property. Lunch boxes, tool boxes and other containers will be inspected at the gate.
- C. Formal identification (employee's photo, identification badge or driver's license) shall be carried at all times. Proper identification will be required to be admitted into the institution's grounds.
- D. The Contractor's employees, agents and subcontractors shall not traffic with inmates or provide items to inmates not ordered or purchased through the canteen. Any person violating this guideline may be immediately removed from further work under the Contract.
- E. All vehicles shall be locked and keys may not be left in ignition locks of motor vehicles. Wheel locking devices may be required (the Contractor shall contact the Warden or Colonel for determination).
- F. All materials shall be delivered into the compound on trucks entering through the sally-port. All vehicles will undergo a thorough, security check. Due to the time involved in checking each vehicle (10-15 minutes), the Contractor is requested to minimize the number of deliveries.
- G. All keys shall be kept in pockets on the person of anyone performing services under the Contract. Keys may not be left in the pockets of clothing not being worn.

**CONTRACT AMENDMENT BETWEEN THE
DEPARTMENT OF CORRECTIONS
AND
ACCESS CATALOG COMPANY**

This is an amendment to the contract between the Florida Department of Corrections and Access Catalog Company, to provide a direct order catalog for inmates to purchase approved items.

This amendment:

- **revises the shoe sizes available to inmates. Half sizes are not available in some larger sizes,**
- **and adds additional products to the contract that are now approved inmate property items.**

Original contract period: November 11, 1999 through October 31, 2002

In accordance with Section II, C, 9, Scope of Work, Contractor Requirements, Deletion or Addition of Contract Items, and Section V, Contract Modifications, Section II-B, Scope of Work/Specifications, this contract is modified to read as follows:

Section II-B Paragraphs 1-6 are revised as follows (prices shall remain at the present contract rate):

1. Men's Athletic Shoes, high-top, 100% cotton canvas duck, natural gum rubber and durable aluminum eyelets, color choices of black or white. Converse Canvas All-Star or approved equivalent. **Men's Sizes – 7 thru 13 (including half sizes), 14, 15, Standard D Width.**
2. Men's Athletic Shoes, low-cut, canvas/cloth type, color choices of black or white. Converse Canvas All-Star Oxford or approved equivalent. **Men's Sizes – 7 through 13 (including half sizes), 14, 15, Standard D Width.**
3. Men's Athletic Shoes, high-top, leather upper with padded ankle collar for comfort, loop lacing system for flexibility and access, compressed phylon midsole, non-marking rubber outsole. **National known brands accepted. Men's Sizes – 7 through 11 (including half sizes), 12, 13, 14 Standard D Width.**
4. Men's Athletic Shoes, high-top, leather upper with padded ankle collar for comfort, loop lacing system for flexibility and access, compressed phylon midsole, non-marking rubber outsole. **National known brands accepted. Men's Sizes –7 through 13 (including half sizes), 14, 15, 16- 2E and 4E, Wide Widths.**
5. Men's Athletic Shoes, low-top, soft leather upper, variable lacing system, stitched toe and heel, aerated toe box pattern for ventilation, non-marking rubber outsole. **National known brands accepted. Men's Sizes. – 7 through 11 (including half sizes), 12, 13, 14 Standard D and 2E Width.**
6. Men's Athletic Shoes, low-top, soft leather upper, variable lacing system, stitched toe and heel, aerated toe box pattern for ventilation, non-marking rubber outsole. **National known brands accepted. Men's Sizes. –7 through 12 (including half sizes), 13, 14, - D and 4E, Wide Width.**

7. Women’s Athletic Shoes, low-top, soft leather upper, variable lacing system, stitched toe and heel, aerated toe box pattern for ventilation, non-marking rubber outsole. **National known brands accepted. Women’s Sizes – 5 through 10 (including half sizes), 11, 12 Standard B Width.**

Sections B-II, Paragraphs 33- 37 are **added** as follows:

33. Thermal Underwear (Bottom): Pants, guaranteed not to shrink out of size. 50% polyester/ 50% cotton, circular knit thermal, and machine washable. Sizes: Small- 3X-Large
34. Thermal Underwear (Top): Long sleeve, guaranteed not to shrink out of size. 50% polyester/ 50% cotton, circular knit thermal, and machine washable. Sizes: Small- 3X-Large
35. Replacement Razor Head: for Norelco #201DB Razor
36. Replacement Headphones for radio: Koss HP-6 Headphone, digital-ready stereophone with volume control, 2 1/4 diameter earphone cushions.
37. Athletic Supporter, Mens, 100% Nylon all-purpose supporter, with adjustable strap, Geico 7110, Sizes: Small, Medium, Large, X-Large.

In accordance with Section V, Contract Modifications, Section III, Compensation, this contract is modified to read as follows (Items 33-37 are **added** to the present compensation table):

37. Prices

Prices shall be firm net delivered prices to the ordering location.

Spec No.	Description	Manufacturer & Model	Net Unit Delivered Price/Each
33.	Thermal Underwear (Pants)	Morgan Mills	Small -XL - \$4.00 2XL & 3XL -\$5.25
34.	Thermal Underwear (Shirt)	Morgan Mills	Small -XL - \$4.00 2XL & 3XL -\$5.25
35.	Replacement head for Norelco #201DB Razor	Norelco HQ2/2	\$12.79
36.	Replacement Radio Headphones	Koss HP-6 Headphones	\$7.49
37.	Athletic Supporter, S, M, L, XL	Geico 7110	\$3.49

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:
Access Catalog Company

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: **Michael W. Moore**

TITLE: _____

TITLE: **Secretary**
Department of Corrections

DATE: _____

DATE: _____

FEID #: _____

**APPROVED AS TO FORM AND
LEGALITY SUBJECT TO
EXECUTION BY THE PARTIES**

Louis A. Vargas
General Counsel
Department of Corrections

**CONTRACT AMENDMENT BETWEEN THE
DEPARTMENT OF CORRECTIONS
AND
ACCESS CATALOG COMPANY**

This is an amendment to the contract between the Florida Department of Corrections and Access Catalog Company, to provide a direct order catalog for inmates to purchase approved items.

This amendment:

- **adds additional products to the contract that are now approved inmate property items.**

Original contract period: November 11, 1999 through October 31, 2002

In accordance with Section II, C, 9, Scope of Work, Contractor Requirements, Deletion or Addition of Contract Items, and Section V, Contract Modifications, Section II-B, Scope of Contract/Product Specifications, this contract is modified to read as follows:

Sections II-B, Paragraphs 38-45 are **added** as follows:

38. Hanes Men's Boxers. White, 3 per pack. 50% Cotton / 50 % Polyester. Sizes: Small, Medium, Large, X-Large, 2X-Large.
39. Players Men's Boxers. White, 2 per pack. 50% Cotton / 50 % Polyester. Sizes: 3X-Large, 4X-Large, 5X-Large, 6X-Large.
40. Hanes Her Way Women's Sports Bra. Gray. Sizes: Small (34B), Medium (36B), Large (38B), X-Large (38C).
41. Champion Sports Bra. Gray. Sizes: 2X-Large (40C-42B/C), 3X-Large (42C-44B/C), 4X-Large (44C-46B/C).
42. Hanes Her Way Women's Cotton Briefs. White, 3 per pack. Sizes: 5,6,7,8,9,10,11,12,13,14
43. Hanes Men's Crewneck T-Shirts. 100% Cotton Fabric. White, 3 per pack. Sizes: Small, Medium, Large, X-Large, 2X-Large, 3X-Large.
44. Players Crewneck T-Shirts. 100% Cotton Fabric. White, 2 per pack. Sizes: 4X-Large, 5X-Large, 6X-Large.
45. Cherokee/Prewett Mills Deluxe Crew Socks. White. 85% Cotton / 15% Polyester. One size fits all.

In accordance with Section V, Contract Modifications, Section III, Compensation, this contract is modified to read as follows (Items 38-45 are **added** to the present compensation table):

A. Prices

Prices shall be firm net delivered prices to the ordering location.

Spec No.	Item No.	Description	Manufacturer & Model	Net Unit Delivered Price/Each
38	50516	Men's Boxers	Hanes	Small -XL - \$6.39 2XL - \$10.19
39.	50416	Men's Boxers	Players	3XL-5XL - \$9.09 6XL - \$9.69
40.	50622	Women's Sports Bra	Hanes Her Way	\$ 6.29
41	51420	Sport's Bra	Champion	\$19.49
42	50691	Women's Cotton Briefs	Hanes Her Way	5-8 - \$4.49 9-14 - \$5.79
43	50737	Men's Crewneck T-Shirt	Hanes	Small -XL - \$6.39 2XL-3-XL - \$10.49
44	50436	Crewneck T-Shirt	Players	4XL-6XL - \$10.89
45	50890	Deluxe Crew Socks	Cherokee/Prewett Mills	\$0.70

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:
Access Catalog Company

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: **Michael W. Moore**

TITLE: _____

TITLE: **Secretary**
Department of Corrections

DATE: _____

DATE: _____

FEID #: _____

**APPROVED AS TO FORM AND
LEGALITY SUBJECT TO
EXECUTION BY THE PARTIES**

Louis A. Vargas
General Counsel
Department of Corrections

**CONTRACT AMENDMENT BETWEEN THE
DEPARTMENT OF CORRECTIONS
AND
ACCESS CATALOG COMPANY**

This is an amendment to the contract between the Florida Department of Corrections and Access Catalog Company, to provide a direct order catalog for inmates to purchase approved items.

This amendment:

- **adds additional product(s) to the contract that are now approved inmate property items, revises product sizes; and**
- **revises Section IV., A., The Contract Administrator.**

Original contract period:	November 11, 1999 through October 31, 2002
Amendment 1 -	Revises the shoe sizes available to inmates and adds additional products to the contract that are now approved inmate property items
Amendment 2 -	Revises the shoe sizes available to inmates, revises the sizes available for thermals, adds additional products to the contract that are now approved inmate property items and revises the Contract Administrator

In accordance with Section II, C, 9, Scope of Work, Contractor Requirements, Deletion or Addition of Contract Items, and Section V, Contract Modifications, Section II-B, Scope of Contract/Product Specifications, this contract is modified to read as follows:

II. B. Product Specifications

Section II-B, Scope of Contract/Product Specifications, Paragraph 7, is **modified to delete** the following size:

7. Women's Low-Top Soft Leather Athletic Shoes. Size 11 **ONLY** (other sizes are still available)

Section II-B, Scope of Contract/Product Specifications, Paragraphs 33-34 is **modified to add** the following sizes:

33. Men's Long Sleeve Thermal Drawers. Sizes: 4X/large, 5X/large, 6X/large
34. Men's Long Sleeve Thermal Shirt. Sizes: 4X/large, 5X/large, 6X/large

Section II-B, Scope of Contract/Product Specifications, is **modified to add** Paragraphs 46-50 as follows:

- 46. Just My Size Bra. White only. Sizes: 42B,44B,38C, 40C, 42C, 44C, 46C, 48C, 38D, 40D, 42D, 44D, 46D, 48D, 38DD, 40DD, 42DD, 44DD, 46DD, 48DD, 50DD
- 47. Hanes Her Way Cotton Bra. White only. Sizes: 34B, 36B, 34C, 36C, 38B
- 48. Reebok Women’s Classic Nylon Athletic Shoe. White shoe, white sole. Sizes: 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 11
- 49. Ladies Long Sleeve Thermal Shirt. White. Sizes: small, medium, large, X/large, 2X/large
- 50. Ladies Long Sleeve Thermal Drawers. White. Sizes: small, medium, large, X/large, 2X/large
- 51. Braun Pocket Shaver. Model PSB746B/370.

In accordance with Section V, Contract Modifications, Section III, Compensation, is **modified** as follows: to **change** size of Item 7, to **add** sizes of Items 33,34, and **add** Items 46-50 to the present compensation table:

III. A. Prices

Spec No.	Item No.	Description	Manufacturer & Model	Net Unit Delivered Price/Each
7	51380	Women’s Low-Top Soft Leather Athletic Shoes	Riddell. Sizes: 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 10	\$14.09
33	50605	Men’s Thermal Drawer	Morgan Mills - Sizes: 4X/large, 5X/large, 6X/large	\$5.25
34	50606	Men’s Long Sleeve Thermal Shirt	Morgan Mills - Sizes 4X/large, 5X/large, 6X/large	\$5.25 \$9.36
46	51222	Just My Size Bra	Sizes: 42B,44B,38C, 40C, 42C, 44C, 46C, 48C, 38D, 40D, 42D, 44D, 46D, 48D, 38DD, 40DD, 42DD, 44DD, 46DD, 48DD, 50DD	\$10.79
47	51276	Hanes Her Way Bra	Hanes. Sizes 34B, 36B, 34C, 36C, 38B	\$6.09
48	50419	Women’s Classic Nylon Athletic Shoe	Reebok. Sizes: 5, 5.5, 6, 6.5, 7, 7.5, 8, 8.5, 9, 9.5, 10, 11	\$22.97

49	50608	Ladies Long Sleeve Thermal Shirt	Sizes: small, medium, large, x/large Size: 2x/large	\$4.00 \$5.25
50	50607	Ladies Thermal Drawers	Sizes: small, medium, large, x/large Size: 2x/large	\$4.00 \$5.25
51	51417	Razor – Pocket Shaver	Braun Pocket Shaver # PSB746B/370	\$14.49

In accordance with Section IV., B., The Contract Administrator, is revised to read:

IV. A. Department’s Contract Administrator

The Contract Administrator for this Contract will be:

Lisa M. Bassett, Chief
Bureau of Purchasing
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 488-6671 (telephone number)
(850) 922-5330 (facsimile number)
bassett.lisa@mail.dc.state.fl.us

The Contract Administrator will perform the following functions:

1. maintain the Contract file;
2. process all Contract amendments, renewals, and termination of the Contract; and
3. maintain the official records of all correspondence between the Department and the Contractor.

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:

STATE OF FLORIDA

Access Catalog Company

SIGNED
BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEID #: _____

DEPARTMENT OF CORRECTIONS

SIGNED
BY: _____

NAME: **Michael W. Moore**

TITLE: **Secretary
Department of Corrections**

DATE: _____

**APPROVED AS TO FORM AND
LEGALITY SUBJECT TO
EXECUTION BY THE PARTIES**

**Louis A. Vargas
General Counsel
Department of Corrections**

**CONTRACT AMENDMENT BETWEEN THE
DEPARTMENT OF CORRECTIONS
AND
ACCESS CATALOG COMPANY**

This is an amendment to the contract between the Florida Department of Corrections and Access Catalog Company, to provide a direct order catalog for inmates to purchase approved items.

This amendment:

- revises Section I., A., Contract Term;
- renews the Contract for one (1) year pursuant to Section I., B., Contract Renewal. The Department is exercising its renewal option for the renewal period; and
- revises Section IV., A., Contract Manager

Original contract period:	November 1, 1999 through October 31, 2002
Amendment # 1	Revises the shoe sizes available to inmates and adds additional products to the contract that are now approved inmate property items
Amendment # 2	Revises the shoe sizes available to inmates, revises the sizes available for thermals, and adds additional products to the contract that are now approved inmate property items
Amendment # 3	Revises the shoe sizes available to inmates, adds sizes of items, adds additional products to the contract that are now approved inmate property items and revises the Contract Administrator

In accordance with Section V., Contract Modifications, the following changes are hereby made:

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

I. A. Contract Term

This Contract shall begin on November 1, 1999, or the date on which it is signed by both parties, whichever is later. This Contract shall end at midnight on October 31, 2005.

This Contract is in its only renewal period.

2. Section IV., A., The Contract Manager is revised to read:

IV. A. Department's Contract Manager

The Contract Manager for this Contract will be:

John Hart, Assistant Bureau Chief
Bureau of Field Support Services
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
(850) 410- 410-4161 (telephone number)
(850) 922- 2995 (facsimile number)

The Contract Manager will perform the following functions:

- a. serve as the liaison between the Department and the Contractor;
- b. verify receipt of deliverables from the Vendor, if applicable;
- c. submit requests for change orders, if applicable; and
- d. review, verify, and approve invoices from the Vendor, if applicable.

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:
Access Catalog Company

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: **Michael W. Moore**

TITLE: _____

TITLE: **Secretary**
Department of Corrections

DATE: _____

DATE: _____

FEID #: _____

APPROVED AS TO FORM AND
LEGALITY SUBJECT TO
EXECUTION BY THE PARTIES

Louis A. Vargas
General Counsel
Department of Corrections

ATTACHMENT A

II. B. Product Specifications

Section II-B, Scope of Contract/Product Specifications, Paragraphs 1-51, are **modified** as follows:

Products to be provided or made available by the contractor shall include, but not be limited to, the following:

1. Men's Athletic Shoes, low-top, soft leather, white, New Balance or approved equivalent. **Men's Sizes – 7 thru 11 (including half sizes), 14, 15, Regular width, 2E (wide) and 4E (wide) width.**
2. Men's Athletic Shoes, low-top, soft leather, white, Converse EV500 or approved equivalent. **Men's Sizes – 7 through 11 (including half sizes), 12, 13, 14, Standard D Width.**
3. Men's Athletic Shoes, high-top, leather upper with padded ankle collar for comfort, loop lacing system for flexibility and access, compressed phylon midsole, non-marking rubber outsole. **National known brands accepted. Men's Sizes – 7 through 11 (including half sizes), 12, 13, 14, 15, Regular width and 2E (wide) width..**
4. Men's Athletic Shoes, high-top, leather upper with padded ankle collar for comfort, loop lacing system for flexibility and access, compressed phylon midsole, non-marking rubber outsole. **National known brands accepted. Men's Sizes – 6 through 11, (including half sizes), 12, 13, 14, 15, Standard D Width.**
5. Men's Athletic Shoes, low-top, soft leather upper, variable lacing system, stitched toe and heel, aerated toe box pattern for ventilation, non-marking rubber outsole. **National known brands accepted. Men's Sizes. – 7 through 11 (including half sizes), 12, 13, 14, 15, Standard D Width.**
6. Men's Athletic Shoes, low-top, soft leather upper, variable lacing system, stitched toe and heel, aerated toe box pattern for ventilation, non-marking rubber outsole. **National known brands accepted. Men's Sizes. –7 through 10 (including half sizes), 11, 12, 13, 14, 15, Regular width and 2E (wide) Width.**
7. Women's Athletic Shoes, low-top, soft leather upper, variable lacing system, stitched toe and heel, aerated toe box pattern for ventilation, non-marking rubber outsole. **National known brands accepted. Women's Sizes – 5 through 10 (including half sizes), 12, Standard B Width.**
8. Sweatshirt, 50% cotton/50% polyester, ribbed cuffs and sleeves, band on bottom, high crew neck. No hoods, no zippers, no pockets. **Limited to gray only. Sizes S, M, L, XL,**

ATTACHMENT A

9. Sweatshirt, 50% cotton/50% polyester, ribbed cuffs and sleeves, band on bottom, high crew neck. No hoods, no zippers, no pockets. **Limited to gray only. Size 2XL to 6XL.**
10. Men's pajamas, 55% cotton/45% polyester, broad cloth, long sleeve, long leg, no pockets. **Limited to light blue only. Men's Sizes S, M, L, XL.**
11. Men's pajamas, 55% cotton/45% polyester, broad cloth, long sleeve, long leg, no pockets. **Limited to light blue only. Men's Sizes 2XL, 3XL, 4XL, 6XL.**
12. Men's pajamas, 55% cotton/45% polyester, broad cloth, short sleeve, long legs, no pockets. **Limited to light blue only. Men's Sizes S, M, L, XL.**
13. Men's pajamas, 55% cotton/45% polyester, broad cloth, short sleeve, long legs, no pockets. **Limited to light blue only. Men's Sizes 2XL, 3XL, 4XL, 6XL.**
14. Women's pajamas, 55% cotton/45% polyester, broad cloth, long sleeve, long leg, no pockets. **Limited to light blue only. Women's Sizes S, M, L, XL.**
15. Women's pajamas, 55% cotton/45% polyester, broad cloth, long sleeve, long leg, no pockets. **Limited to light blue only. Women's Sizes 2XL, 3XL, 4XL, 5XL, 6XL.**
16. Women's pajamas, 55% cotton/45% polyester, broad cloth, short sleeve, long legs, no pockets. **Limited to light blue only. Women's Sizes S, M, L, XL.**
17. Women's pajamas, 55% cotton/45% polyester, broad cloth, short sleeve, long legs, no pockets. **Limited to light blue only. Women's Sizes 2XL, 3XL, 4XL, 5XL, 6XL.**
18. Gym Shorts, 50% cotton/45% polyester, no pockets, double crotch, elastic waistband. **Limited to navy blue only. Sizes S, M, L, XL.**
19. Gym Shorts, 50% cotton/45% polyester, no pockets, double crotch, elastic waistband. **Limited to navy blue only. Sizes 2XL, 3XL, 4XL, 5XL, 6XL.**
20. AM/FM Radio, **clear cover** GPX, Walkman type or equivalent with ear buds, rotary tuning and volume controls, DC battery powered only. Clear case allows security to view interior of radio without taking it apart.
21. Men's Watch, digital (hour, minute, second, AM/PM, date), water-resistant, battery.

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22. Women's Watch, digital (hour, minute, second, AM/PM, date), water-resistant, battery.
23. Jigsaw Puzzle, cardboard type, 250 pieces. **Photo shall be approved by the contract manager.**
24. Jigsaw Puzzle. cardboard type, 500 pieces. **Photo shall be approved by the contract manager.**
25. Jigsaw Puzzle, cardboard type, 1000 pieces. **Photo shall be approved by the contract manager.**
26. Checkers Set with cardboard board; one piece molded plastic or wooden pieces.
27. Chess Set with cardboard board; one piece molded plastic or wooden pieces.
28. Domino Set; double six, one piece molded plastic piece or wooden pieces.
29. Domino Set; double nine, one piece molded plastic piece or wooden pieces.
30. Scrabble Game with cardboard board, one piece molded plastic piece or wooden pieces.
31. **Discontinued**
32. Calendar, wall, **wire bound not allowed** - only glued binding will be accepted, may have landscape pictures or animal pictures only. **Pictures shall be approved by the contract manager.**
33. Thermal Underwear (Bottom): Pants, guaranteed not to shrink out of size. 50% polyester/ 50% cotton, circular knit thermal, and machine washable. Sizes: Small - 6X-Large
34. Thermal Underwear (Top): Long sleeve, guaranteed not to shrink out of size. 50% polyester/ 50% cotton, circular knit thermal, and machine washable. Sizes: Small - 6X-Large
35. Replacement Razor Head: for Norelco #201DB Razor
36. Replacement Headphones for radio: Koss HP-6 Headphone, digital-ready stereophone with volume control, 2 1/4 diameter earphone cushions.

ATTACHMENT A

37. Athletic Supporter, Mens, 100% Nylon all-purpose supporter, with adjustable strap, Geico 7110, Sizes: Small, Medium, Large, X-Large.
38. Hanes Men's Boxers. White, 3 per pack. 50% Cotton / 50 % Polyester. Sizes: Small, Medium, Large, X-Large, 2X-Large.
39. Players Men's Boxers. White, 2 per pack. 50% Cotton / 50 % Polyester. Sizes: 3X-Large, 4X-Large, 5X-Large, 6X-Large.
40. Hanes Her Way Women's Sports Bra. Gray. Sizes: Small (34B), Medium (36B), Large (38B), X-Large (38C).
41. Champion Sports Bra. Gray. Sizes: 2X-Large (40C-42B/C), 3X-Large (42C-44B/C), 4X-Large (44C-46B/C).
42. Hanes Her Way Women's Cotton Briefs. White, 3 per pack. Sizes: 5,6,7,8,9,10,11,12,13,14
43. Hanes Men's Crewneck T-Shirts. 100% Cotton Fabric. White, 3 per pack. Sizes: Small, Medium, Large, X-Large, 2X-Large, 3X-Large.
44. Players Crewneck T-Shirts. 100% Cotton Fabric. White, 2 per pack. Sizes: 4X-Large, 5X-Large, 6X-Large.
45. Cherokee/Prewett Mills Deluxe Crew Socks. White. 85% Cotton / 15% Polyester. One size fits all.
46. Just My Size Bra. White only. Sizes: 42B,44B,38C, 40C, 42C, 44C, 46C, 48C, 38D, 40D, 42D, 44D, 46D, 48D, 38DD, 40DD, 42DD, 44DD, 46DD, 48DD, 50DD
47. Hanes Her Way Cotton Bra. White only. Sizes: 34B, 36B, 34C, 36C, 38B
48. Reebok Women's Classic Nylon Athletic Shoe. White shoe, white sole. **Women's Sizes – 5 through 9 (including half sizes), 10, 11, , Regular B Width.**
49. Ladies Long Sleeve Thermal Shirt. White. Sizes: small, medium, large, X/large, 2X/large
50. Ladies Long Sleeve Thermal Drawers. White. Sizes: small, medium, large, X/large, 2X/large
51. Braun Pocket Shaver. Model PSB746B/370.

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In accordance with Section V, Contract Modifications, Section III, Compensation, is **modified** as follows:

III. A. Prices

Prices shall be firm net delivered prices to the ordering location.

Spec No.	Item No.	Description	Manufacturer & Model	(OLD) Net Unit Delivered Price/Each	(NEW) Net Unit Delivered Price/Each
1.	52688	Men's High Top Soft Leather Athletic Shoes	New Balance, 7-11 (including half sizes), 12, 13, 14, 15 regular width, 2E (wide) and 4E (wide) width	\$44.00	\$42.85
2.	52032	Men's Low-Top Soft Leather Athletic Shoes	Converse EV500, 7-11 (including half sizes), 12, 13, 14, standard D width	\$35.49	\$33.04
3.	52696	Men's High-Top Soft Leather Athletic Shoes	Riddell Intensity, 7-11 (including half sizes), 12,13,14, 15 regular width and 2E (wide) width	\$26.99	\$25.76
4.	50414	Men's High-Top Soft Leather Athletic Shoes	Converse EV500, 6-11 (including half sizes), 12, 13, 14, 15, standard D width	\$35.49	\$33.98
5.	50554	Men's Low-Top Soft Leather Athletic Shoes	Riddell Impact (D width) 7-11 (including half sizes, 12, 13, 14, 15 standard D width	\$11.09	\$11.09
6.	52800	Men's Low-Top Soft Leather Athletic Shoes Wide Widths	Riddell AXT II , 7-10 (including half sizes) 11, 12, 13, 14, 15 regular width and 2E (wide) width	\$23.00	\$22.18
7.	51380	Women's Low-Top Soft Leather Athletic Shoes	Riddell , 5-10 (including half sizes) 12, standard B width	\$14.09	\$14.09
8.	50600	Sweatshirt	Hanes , gray only S to XL	\$6.49	\$6.17

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Spec No.	Item No.	Description	Manufacturer & Model	(OLD) Net Unit Delivered Price/Each	(NEW) Net Unit Delivered Price/Each
9.	50600	Sweatshirt	B & B Industries or Hanes, gray only 2XL to 6XL	\$9.69	\$9.69
10.	50764	Men's Long Sleeve Pajamas	Botany 500-MLS, light blue only, S to XL	\$8.89	\$8.89
11.	50764	Men's Long Sleeve Pajamas	Botany 500 MLS, light blue only, 2XL to 6XL	\$12.99	\$12.99
12.	50765	Men's Short Sleeve Pajamas	Botany 500 MSS, light blue only, S to XL	\$8.80	\$8.46
13.	50765	Men's Short Sleeve Pajamas	Botany 500 MSS, light blue only, 2XL - 6XL	\$12.99	\$12.60
14.	50766	Women's Long Sleeve Pajamas	Botany 500 WLS, light blue only, S to XL	\$10.99	\$10.99
15.	50766	Women's Long Sleeve Pajamas	Botany 500 WLS 2XL to 6XL	\$11.99	\$11.99
16.	50689	Women's Short Sleeve Pajamas	Botany 500 WSS, light blue only, S to XL	\$9.99	\$9.99
17.	50689	Women's Short Sleeve Pajamas	Botany 500 WSS, light blue only 2XL to 6XL	\$11.99	\$11.99
18.	50690	Gym Shorts	B & B Industries, navy blue S to XL	\$3.69	\$3.54
19.	50690	Gym Shorts	B & B Industries, navy blue 2XL to 6XL	\$5.90	\$5.90
20.	50546	AM/FM Clear Cover Radio with Headphones	GPX A2945	\$11.09	\$10.77
21.	50057	Men's Digital Watch, Water Resistant, Battery	Advance LCD 40823	\$2.49	\$2.38
22.	51650	Women's Digital Watch Water Resistant, Battery	Casio LA11WB-1	\$7.99	\$12.99

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Spec No.	Item No.	Description	Manufacturer & Model	(OLD) Net Unit Delivered Price/Each	(NEW) Net Unit Delivered Price/Each
23.	50374	Jigsaw Puzzle, Cardboard Type, 100 Pieces	Kodak	\$2.29	\$2.12
24.	50303	Jigsaw Puzzle, Cardboard Type, 500 Pieces	Kodak	\$2.49	\$2.38
25.	50303	Jigsaw Puzzle, Cardboard Type, 1000 Pieces	Kodak	\$2.99	\$2.99
26.	50681	Checkers Set With Cardboard Board	Pressman	\$2.29	\$2.10
27.	50682	Chess Set With Cardboard Board	Pressman	\$2.79	\$2.58
28.	50683	Domino Set, Double Six Wood or Plastic	Parker Brother or Pressman	\$2.49	\$2.41
29.	50683 020	Domino Set, Double Nine Wood or Plastic	Cardinal or Pressman	\$3.99	\$3.99
30.	50698	Scrabble Game With Cardboard Board	Milton Bradley	\$10.75	\$10.75
31.	*	Razor, DC Battery Powered Cordless Norelco 105DB	* DISCONTINUED	\$18.99	\$0.00
32.	51255	Calendar, Wall, Glue Binding	Kwik Mfg.	1.99	\$1.99
33.	50605	Thermal Underwear (Pants)	Morgan Mills Small -XL 2XL - 6XL	\$4.00 \$5.25	\$3.70 \$5.05
34.	50606	Thermal Underwear (Shirt)	Morgan Mills Small -XL 2XL - 6XL	\$4.00 \$5.25	\$3.70 \$5.05
35.	50175	Replacement head for Norelco #201DB Razor	Norelco HQ2/2	\$12.79	\$12.26
36.	50776	Replacement Radio Headphones	Koss HP-6 Headphones	\$7.49	\$7.22
37.	50100	Athletic Supporter	Geico 7110 S, M, L, XL	\$3.49	\$3.20
38.	50516	Men's Boxers	Hanes, white, Small -XL 2XL	\$6.39 \$10.19	\$6.19 \$9.87

ATTACHMENT A

Spec No.	Item No.	Description	Manufacturer & Model	(OLD) Net Unit Delivered Price/Each	(NEW) Net Unit Delivered Price/Each
39.	50416	Men's Boxers	Players 3XL-5XL 6XL	\$9.09 \$9.69	\$8.80 \$9.39
40.	50622	Women's Sports Bra	Hanes Her Way, gray, 34B, 36B, 38B, 38C	\$ 6.29	\$6.05
41.	51420	Sport's Bra	Champion, gray, 40C-42B/C, 42C- 44B/C, 44C-46B/C	\$19.49	\$19.11
42.	50691	Women's Cotton Briefs	Hanes Her Way, white, 3 per pack, 5-8 9-14	\$4.49 \$5.79	\$4.35 \$5.61
43.	50737	Men's Crewneck T-Shirt	Hanes, white, 3 per pack, Small -XL 2XL-3-XL	\$6.39 \$10.49	\$6.19 \$10.16
44.	50436	Crewneck T-Shirt	Players 4XL-6XL	\$10.89	\$10.49
45.	50890	Deluxe Crew Socks	Cherokee/Prewett Mills	\$0.70	\$0.66
46.	51222	Just My Size Bra	42B,44B,38C, 40C, 42C, 44C, 46C, 48C, 38D, 40D, 42D, 44D, 46D, 48D, 38DD, 40DD, 42DD, 44DD, 46DD, 48DD, 50DD	\$10.79	\$10.22
47.	51276	Hanes Her Way Bra	Hanes. 34B, 36B, 34C, 36C, 38B	\$6.09	\$6.01
48.	50419	Women's Classic Nylon Athletic Shoe	Reebok. 5-9 (including half sizes), 10, 11 standard B width	\$22.97	\$22.97
49.	50608	Ladies Long Sleeve Thermal Shirt	Small, medium, large, x/large Size: 2x/large	\$4.00 \$5.25	\$3.79 \$5.25

ATTACHMENT A

Spec No.	Item No.	Description	Manufacturer & Model	(OLD) Net Unit Delivered Price/Each	(NEW) Net Unit Delivered Price/Each
50.	50607	Ladies Thermal Drawers	Small, medium, large, x/large 2x/large	\$4.00 \$5.25	\$3.79 \$5.25
51.	51417	Razor – Pocket Shaver	Braun Pocket Shaver # PSB746B/370	\$14.49	\$13.35

**CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
ACCESS CATALOG COMPANY**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Access Catalog Company (“Contractor”) to provide a direct catalog for inmates to purchase approved items.

This amendment:

- **adds additional product(s) approved for re-sale to inmates to the contract**

Original contract period:	November 1, 1999 through October 31, 2002
Amendment # 1	Revises the shoe sizes available to inmates and adds additional products to the contract that are now approved inmate property items
Amendment # 2	Revises the shoe sizes available to inmates, revises the sizes available for thermals, and adds additional products to the contract that are now approved inmate property items
Amendment # 3	Revises the shoe sizes available to inmates, adds sizes of items, adds additional products to the contract that are now approved inmate property items and revises the Contract Administrator
Amendment # 4 – Renewal 1	November 1, 2002 through October 31, 2005. Revises the Contract Manager
Amendment # 5	Revises product manufacturers, style and sizes available. Revises Section III, Compensation

In accordance with Section II. C. 9., Scope of Work, Contractor Requirements, Deletion or Addition of Contract Items, and Section V, Contract Modifications, Section II. B., of this Contract, Scope of Contract/Product Specifications, is modified to read as follows:

II. B. Product Specifications

Section II-B, Scope of Contract/Product Specifications, Paragraphs 52-56 are added to read:

- 52. Women's Athletic Shoes, low-top, soft leather, white/gray, Nike Women's Air Monarch Cross Trainer or approved equivalent. **Women's Sizes – 5 thru 10, (including half sizes), 11, 12, Standard B width.**
- 53. T-shirt, no pockets, pre-shrunk 100% cotton, machine washable. **Limited to gray only. Sizes S, M, L, XL, 2-XL, 3-XL.**
- 54. T-shirt, no pockets, pre-shrunk 100% cotton, machine washable. **Limited to gray only. Sizes 4-XL, 5-XL, 6-XL.**
- 55. Replacement foam ear pad: for Koss HP-6/KTX-6 headphone
- 56. V-68 series combination lock

In accordance with Section V, Contract Modifications, Section III, Compensation, Paragraphs 52-56 are added to read:

III. A. Prices

Spec No.	Item No.	Description	Manufacturer & Model	Net Unit Delivered Price/Each
52.	52890	Women's Low Top Soft Leather Athletic Shoes	Nike Women's Air Monarch Cross Trainer 5-10 (including half sizes), 11, 12 , standard B width	\$39.99
53.	50914G	T-shirts	Gray only, S, M, L, XL 2-XL, 3-XL	\$2.99 \$4.99
54.	50924G	T-shirts	Gray only, 4-XL, 5-XL, 6-XL	\$8.99
55.	51666	Replacement foam ear pad for KOSS HP-6/KTX-6	Koss HP-61KTX6RPLPAD	\$0.43
56.	50806-680N	V-68 combination lock	Masterlock Combination lock / V-68 series	\$4.25

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:
ACCESS CATALOG COMPANY

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: **James V. Crosby, Jr.**

TITLE: _____

TITLE: **Secretary**
Department of Corrections

DATE: _____

DATE: _____

FEID #: _____

**APPROVED AS TO FORM AND
LEGALITY SUBJECT TO
EXECUTION BY THE PARTIES**

Louis A. Vargas
General Counsel
Department of Corrections

**CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
ACCESS CATALOG COMPANY**

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and Access Catalog Company (“Contractor”) to provide a direct catalog for inmates to purchase approved items.

This amendment:

- **adds additional product(s) approved for re-sale to inmates to the contract**

Original contract period:	November 1, 1999 through October 31, 2002
Amendment # 1	Revises the shoe sizes available to inmates and adds additional products to the contract that are now approved inmate property items
Amendment # 2	Revises the shoe sizes available to inmates, revises the sizes available for thermals, and adds additional products to the contract that are now approved inmate property items
Amendment # 3	Revises the shoe sizes available to inmates, adds sizes of items, adds additional products to the contract that are now approved inmate property items and revises the Contract Administrator
Amendment # 4 – Renewal 1	November 1, 2002 through October 31, 2005. Revises the Contract Manager
Amendment # 5	Revises product manufacturers, style and sizes available. Revises Section III, Compensation
Amendment # 6	Adds additional products to the contract

In accordance with Section II. C. 9., Scope of Work, Contractor Requirements, Deletion or Addition of Contract Items, and Section V, Contract Modifications, Section II. B., of this Contract, Scope of Contract/Product Specifications, is modified to read as follows:

II. B. Product Specifications

Section II-B, Scope of Contract/Product Specifications, Paragraphs 57-58 are added to read:

- 57. AC Adapter, 13.5 volt output, class 2 **(Death Row Inmates ONLY)**
- 58. KTV 12” Black and White clear case KT-1210C television (power supply cord attached and does not require an additional adapter) **(Death Row Inmates ONLY)**

In accordance with Section V, Contract Modifications, Section III, Compensation, Paragraphs 57-58 are added to read:

III. A. Prices

Spec No.	Item No.	Description	Manufacturer & Model	Net Unit Delivered Price/Each
57.	51351	AC Adapter, 13.5 volt output, class 2 (Death Row Inmates <u>ONLY</u>)	Action ECN3120	\$10.99
58.	51256	12” black and white clear case television (power supply cord attached and does not require an additional adapter) (Death Row Inmates <u>ONLY</u>)	KTV K-1210C	\$86.00

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:
ACCESS CATALOG COMPANY

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS

SIGNED
BY: _____

SIGNED
BY: _____

NAME: _____

NAME: **James V. Crosby, Jr.**

TITLE: _____

TITLE: **Secretary**
Department of Corrections

DATE: _____

DATE: _____

FEID #: _____

**APPROVED AS TO FORM AND
LEGALITY SUBJECT TO
EXECUTION BY THE PARTIES**

Louis A. Vargas
General Counsel
Department of Corrections