



**STATE OF MICHIGAN**  
**CENTRAL PROCUREMENT SERVICES**  
 Department of Technology, Management, and Budget  
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **6**

to

Contract Number **071B5500112**

<b>CONTRACTOR</b>	KEEFE COMMISSARY NETWORK LLC
	10880 Linpage Place
	St. Louis, MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	CV0051139

<b>STATE</b>	<b>Program Manager</b>	Yolanda Perez	MDOC
		517-241-8414	
		perezY@michigan.gov	
	<b>Contract Administrator</b>	Sarah Walter	DTMB
		517-256-4237	
		walters6@michigan.gov	

**CONTRACT SUMMARY**

<b>PRISONER STORE AND FRIENDS AND FAMILY</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
July 1, 2015	September 30, 2018	2 - 1 Year	September 30, 2019
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

<b>MINIMUM DELIVERY REQUIREMENTS</b>
N/A

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2019
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$65,000,000.00	\$0.00	\$65,000,000.00		

Effective March 25, 2019, please note the following:

- The following subcontractor (DataMax Services) is hereby added per Section 2.070 of Article 1 - Statement of Work (SOW), to provide onsite services for all Keefe Group kiosk to perform, but not limited to the following services:
  - Kiosk Service Maintenance
  - Hardware Maintenance
  - Technical Repairs:
    - Technicians will be provided onsite technical repairs when deemed necessary by MDOC.
  - Preventative Maintenance on Equipment
  - Equipment returns
    - Technicians will perform returns on as needed basis.

**Subcontractor:**

**DataMax Services**  
 730 Landwehr Road  
 Northbrook, Illinois 60062  
**Customer Service:** 847-904-1100

**2. Section 2.200 Federal and State Contract Requirements, Subsection 2.201 Nondiscrimination of Article 2 - Terms and Conditions is hereby updated to the following:**

**2.201 Nondiscrimination**

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

All other terms, conditions, specifications and pricing remain the same, per Contractor and Agency agreement, and DTMB Central Procurement Services approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Eames Groenleer	(517) 780-6076	groenleere@michigan.gov
MDOC	Cindy Dodds-Dugan	(906) 495-2282	dodds-duganc@michigan.gov
MDOC	Yolanda Pereze	517-241-8414	perezY@michigan.gov



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**CONTRACT CHANGE NOTICE**

Change Notice Number **5**

to

Contract Number **071B5500112**

<b>CONTRACTOR</b>	KEEFE COMMISSARY NETWORK LLC
	10880 Linpage Place
	St. Louis, MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	CV0051139

<b>STATE</b>	<b>Program Manager</b>	Yolanda Perez	MDOC
		517-256-4237	
		PerezY@michigan.gov	
	<b>Contract Administrator</b>	Sarah Walter	DTMB
		517-256-4237	
		walters6@michigan.gov	

**CONTRACT SUMMARY**

<b>PRISONER STORE AND FRIENDS AND FAMILY</b>			
<b>INITIAL EFFECTIVE DATE</b>	<b>INITIAL EXPIRATION DATE</b>	<b>INITIAL AVAILABLE OPTIONS</b>	<b>EXPIRATION DATE BEFORE</b>
July 1, 2015	September 30, 2018	2 - 1 Year	September 30, 2019
<b>PAYMENT TERMS</b>		<b>DELIVERY TIMEFRAME</b>	
NET 45		N/A	
<b>ALTERNATE PAYMENT OPTIONS</b>			<b>EXTENDED PURCHASING</b>
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input checked="" type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

<b>OPTION</b>	<b>LENGTH OF OPTION</b>	<b>EXTENSION</b>	<b>LENGTH OF EXTENSION</b>	<b>REVISED EXP. DATE</b>
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	September 30, 2019
<b>CURRENT VALUE</b>	<b>VALUE OF CHANGE NOTICE</b>	<b>ESTIMATED AGGREGATE CONTRACT VALUE</b>		
\$65,000,000.00	\$0.00	\$65,000,000.00		

**DESCRIPTION**

Effective January 14, 2019, please note the following:

- Article 1 - Statement of Work: Section 1.022 Work and Deliverables, following items are hereby amended:**
  - 8. Friends and Family packages**
    - A maximum order amount determined by MDOC will be allowed. The current maximum order amount is **\$100.00**. A maximum of one order per quarter (based on MDOC fiscal year) can be placed by the prisoner or friend/family of the prisoner. These orders are accepted on the first order placed in the system basis.
  - 8. Friends and Family packages**
    - A charge of no greater than **\$3.00**, plus applicable sales tax, will be assessed for shipping/processing an online order placed by friends/family of prisoners, or any individual order placed by prisoners at a facility. A charge, no greater than **\$4.00** plus applicable sales tax, will be assessed for shipping/processing an order placed by friends/family by telephone, mail or facsimile.
- The Program Manager is hereby updated to:** Yolanda Perez: Phone: 517-241-8414; Email: PerezY@michigan.gov.

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency Agreement, and DTMB Procurement approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Eames Groenleer	(517) 780-6076	groenleere@michigan.gov
MDOC	Cindy Dodds-Dugan	(906) 495-2282	dodds-duganc@michigan.gov
MDOC	Yolanda Pereze	517-241-8414	perezY@michigan.gov



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget  
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P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **4**

to

Contract Number **071B5500112**

<b>CONTRACTOR</b>	Keefe Commissary Network LLC
	10880 Linpage Place
	St. Louis, MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	CV0051139

<b>STATE</b>	Program Manager	Arnold VandeMark	MDOC
		517-373-4447	
		vandemarka@michigan.gov	
	Contract Administrator	Sarah Walter	DTMB
		(517) 256-4237	
		walters6@michigan.gov	

**CONTRACT SUMMARY**

PRISONER STORE AND FRIENDS AND FAMILY CARE PACKAGES - MICHIGAN DEPARTMENT OF CORRECTIONS (MDOC)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2015	September 30, 2018	2 - 1 Year	September 20, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>	N/A	September 30, 2019
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$65,000,000.00	\$0.00	\$65,000,000.00		

**DESCRIPTION**

Effective May 23, 2018, please note the following:

1. **The first option year available on this Contract is hereby exercised.** The revised Contract expiration date is September 30, 2019.
2. **Article 1 - Statement of Work: Section 1.030 Roles and Responsibilities are hereby updated:**
  - b. Any Boatright has been identified as the Customer Service Representative. This position is the primary point of contact for the MDOC related to issue resolution.

**Amy Boatright, Account Manager, Southern Region**  
3232 Kraft Avenue SE, Suite D  
Grand Rapids, MI 49512  
1-616-957-1022 ext. 1460

c. The KCN helpdesk has been identified as the Information Technology Contract and escalation path below:

**Contract Information:** There are two ways to contact the Keefe IT Service Department:

**1. Email: [KCNHelpdest@keefegroup.com](mailto:KCNHelpdest@keefegroup.com)**

a. The Keefe IT Service Desk email is actively monitored Monday – Friday, 8:00am – 5:00pm CST

**2. Toll-free Phone: 1800-864-5986**

a. Toll-free Phone is available 24 hours, 7 days a week.

b. Analysts are available to assist customers during business hours, Monday – Friday 6:00am – 7:00pm CST

c. **On-call Analysts:** will be available to assist customers on weekends, and outside of the business hours specified in item 2, b. Customers calling outside of normal business hours, will be asked to leave a voicemail. An on-call Analyst will call the customer back within 30 minutes of voicemail receipt.

d. **Escalation Path:** If a Customer is unable to reach the Analyst assigned to their case, or is not contacted within the defined timeframes, or feels that their case needs to be escalated, Customers may contact any of the below management personnel:

**Dan Delmore, IT Manager – Service Desk / Operations**

Phone: 1800-864-5986 Ext. 2878

Email: [ddelmore@keefegroup.com](mailto:ddelmore@keefegroup.com)

**Ryan Lurk, IT Manager – Service Desk**

Phone: 1800-864-5986 Ext. 4114

Email: [lurk@keefegroup.com](mailto:lurk@keefegroup.com)

**Rob Sanders, IT Manager – Service Desk**

Phone: 1800-864-5986 Ext. 4140

Email: [rsanders@keefegroup.com](mailto:rsanders@keefegroup.com)

**Justin Perry, IT Manager – Service Desk**

Phone: 1800-864-5986 Ext. 4855

Email: [uperry@keefegroup.com](mailto:uperry@keefegroup.com)

**Tricia Boucher, IT Director -Service Desk**

Phone: 1800-864-5968 Ext. 4125

Email: [tboucher@keefegroup.com](mailto:tboucher@keefegroup.com)

d. Three teams of Key Personnel will be available for Contract performance. They will be physically located at the following locations:

**Ohio Based Location and Staff**

21848 Commerce Parkway Suite 100

Strongsville, OH 44149

**Staff:** Tim Nichols – Regional Vice President  
Scott Conrath – KCN Regional Manager  
Kelly Lezark – KCN Account Manager

**St. Louis Location and Staff**

10880 Linpage Place

St. Louis, MO 63132

**Staff:** Tricia Boucher – IT Director of Technical Services  
Paula Jimenez – Project Manager  
Dan Delmore – Senior IT Manger  
Rob Sanders – IT Manager

**Michigan Based Locations and Staff**

Warehouse/office address TBD

323 Kraft Ave. SE, Suite D

Grand Rapids, MI 49512

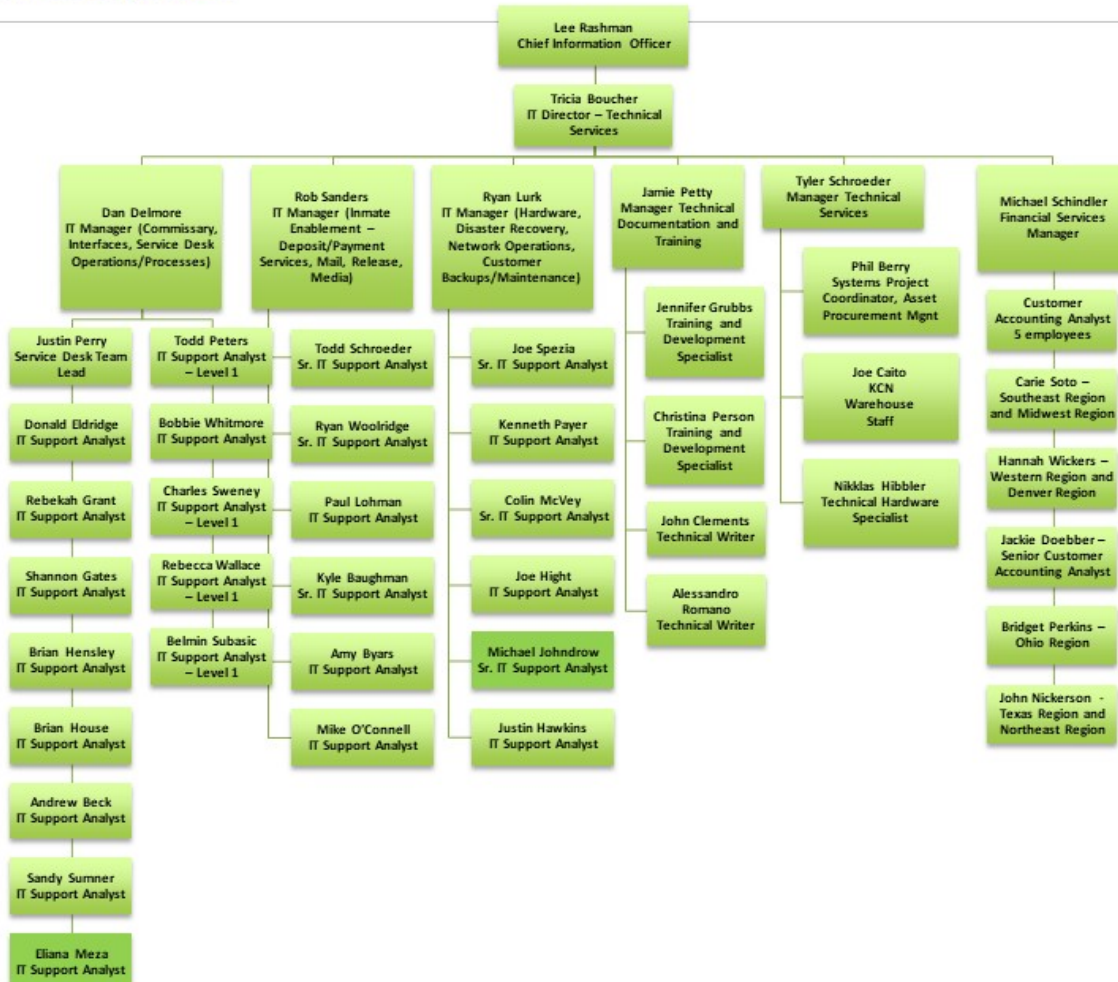
**Staff:** Alanah Vangieson – Warehouse Manager  
Amy Boatright – Account Manager

Attached are the Contractor's updated organizational charts, "CN4 – Attachment".

All other terms, conditions, specifications and pricing remain the same. Per Contractor and Agency agreement, and DTMB Procurement approval.

# KEEFE GROUP

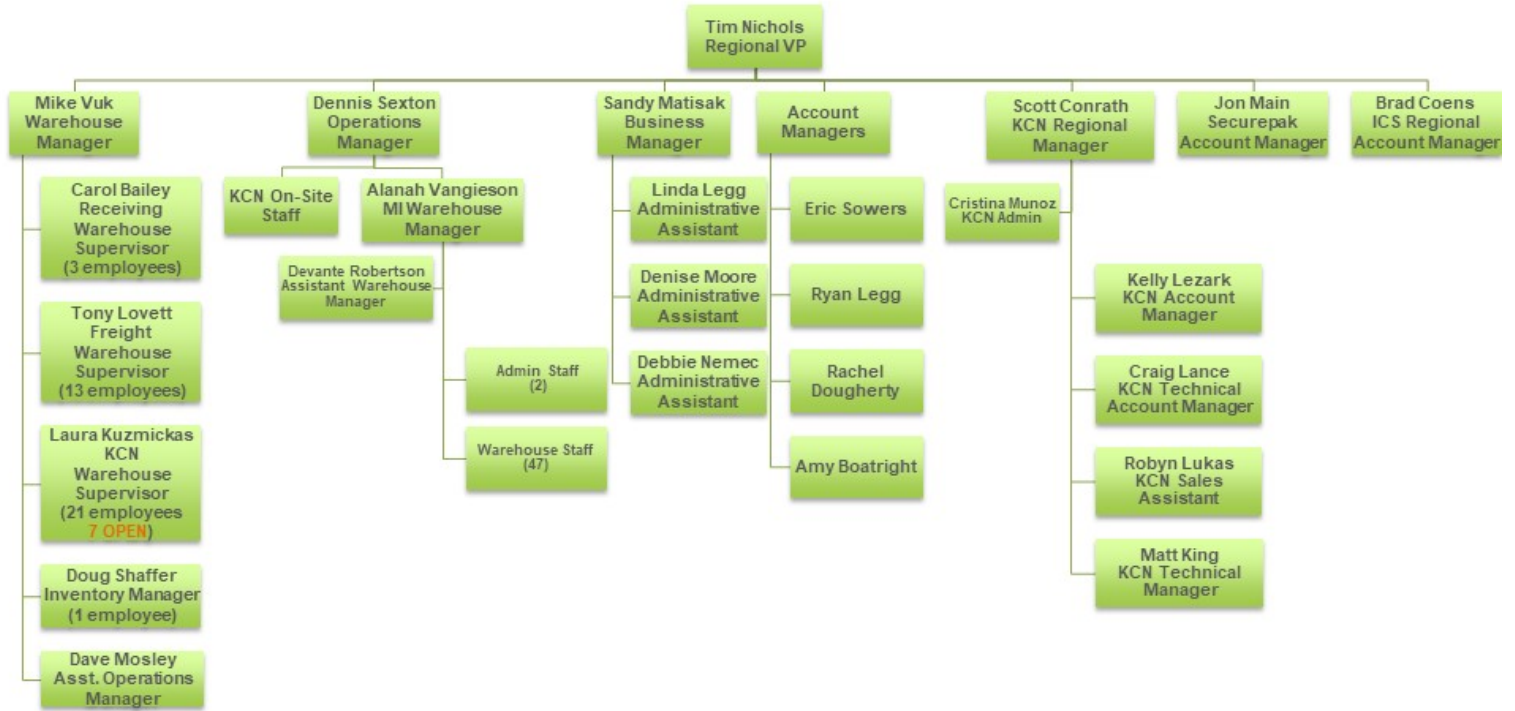
## TECHNICAL SERVICES





# OHIO REGION

## CLEVELAND, OH



**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Eames Groenleer	(517) 780-6076	groenleere@michigan.gov
MDOC	Cindy Dodds-Dugan	(906) 495-2282	dodds-duganc@michigan.gov



**STATE OF MICHIGAN**  
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 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
 P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **3**  
 to  
 Contract Number **071B5500112**

<b>CONTRACTOR</b>	Keefe Commissary Network LLC
	10880 Linpage Place
	St. Louis, MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	*****6999

<b>STATE</b>	<b>Program Manager</b>	Arnold VandeMark	MDOC
		517-373-4447	
		vandemarka@michigan.gov	
	<b>Contract Administrator</b>	Sarah Walter	DTMB
		(517) 284-7024	
		walters6@michigan.gov	

**CONTRACT SUMMARY**

PRISONER STORE AND FRIENDS AND FAMILY CARE PACKAGES - MICHIGAN DEPARTMENT OF CORRECTIONS (MDOC)

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
July 1, 2015	September 30, 2018	2 - 1 Year	
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>	N/A	<input type="checkbox"/>	N/A	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$65,000,000.00	\$0.00	\$65,000,000.00		

**DESCRIPTION**

Effective January 1, 2017, this Contract is hereby amended incorporating the following:

- Attachment B is hereby updated per the attached Change Notice No. 3 Attachment B - Service Level Agreements (SLAs), effective 1/1/2017.
- The following language is hereby incorporated to Section 2.242 SLAs in the Contract:  
 (e) Any credits assessed through SLAs by the State will be deposited into the States Prisoner Benefit Fund (PBF).
- Please note the Contract Administrator has been changed to Sarah Waler (Section 2.021 Issuing Office): Phone: 517-284-7024; Email: Walters6@michigan.gov.

All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval.

**Program Managers  
for  
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
MDOC	Eames Groenleer	(517) 780-6076	groenleere@michigan.gov
MDOC	Cindy Dodds-Dugan	(906) 495-2282	dodds-duganc@michigan.gov

# STATE OF MICHIGAN

Contract No. 071B5500112

Prisoner Store and Friends and Family Care Packages Services – Michigan Department of Corrections  
Change Notice No. 3

## **Attachment B- Service Level Agreements, effective 1/1/2017**

### **Attachment B – Service Level Agreements**

#### **SLA – INVENTORY OUTAGES**

##### **Definition and Purpose**

The Contractor must ensure all store items are continuously available for prisoner purchase. Prisoner store inventory outages must not exceed 1% of the store items available for any full day of warehouse operation. “Warehouse operation” is defined as when the Contractor begins processing store bags. The Indicators and Methodologies shown below may change at the discretion of the MDOC.

##### **Indicators/Methodology/Acceptable Standard**

###### **Indicator**

1. Inventory Outage Report
2. Prisoner Store Sales Report

###### **Methodology**

1. MDOC will review the Inventory Outage Report to determine time frame of outages for the month.
2. MDOC will review monthly Prisoner Store Sales Report to investigate store items with limited sales to determine if the lower sales resulted from store outages.
3. MDOC will review Prisoner Store Complaints/Grievances to identify issues related to outages of the prisoner store.

###### **Acceptable Standard**

The Contractor must maintain an inventory of prisoner store items that ensures not more than 1% of the items are out of stock for any full day of warehouse operation.

###### **Amount for Failing to Meet Standard**

\$500.00 will be assessed for each full day of warehouse operation the prisoner store exceeds the 1% threshold of items out of stock. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. At the discretion of the State, this charge may be credited toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.

## **SLA – DELIVERY**

### **Definition and Purpose**

The Contractor must ensure prisoner store orders are delivered to locations identified in Appendix B or designated locations are agreed upon by the MDOC and the Contractor. These deliveries are to be completed within three business days of the order being received by the Contractor, according to the download and delivery schedule developed between the MDOC Contract Program Managers and the Contractor.

### **Indicators/Methodology/Acceptable Standard**

#### **Indicator**

1. Mutually approved Download and Delivery Schedule
2. Delivery receipts
3. Mutually approved Deviations to the Delivery Schedule

#### **Methodology**

1. MDOC may review the Prisoner Store orders, shippers, and delivery receipts to verify the date the order was received at the locations in Appendix B or designated locations as agreed upon by the MDOC and the Contractor.
2. MDOC may review the approved Delivery Schedule and any mutually approved deviations to the Delivery Schedule to determine the delivery dates that will be used in reviewing compliance to the contract and SLA.
3. The delivery receipts may be compared to the delivery schedule and facility orders to determine compliance.

#### **Acceptable Standard**

The Contractor must ensure prisoner store orders are downloaded and delivered to the locations identified in Appendix B or designated locations as agreed upon by the MDOC and the Contractor according to the approved Delivery Schedule adjusted for any approved schedule deviation. The acceptable standard is 100% compliance.

#### **Amount for Failing to Meet Standard**

\$1,000.00 will be assessed on the fourth business day of the order being downloaded, but not delivered, by the Contractor, according to the download and delivery schedule developed between the MDOC Contract Program Managers and the Contractor. An additional \$1,000.00 will be assessed for each business day thereafter, until the order is delivered to the correct location, as identified in Appendix B or designated locations as agreed upon by the MDOC and the Contractor. Extenuating circumstances (i.e. mechanical issues, inclement weather, road conditions, etc.) will be reviewed by the MDOC Contract Manager before any dollar amounts are assessed. For any credit that is assessed it will be processed with the next invoiced payment.

## **SLA – REPORTS**

### **Definition and Purpose**

The Contractor must ensure all reports required in Section 1.042 are provided to the MDOC within 20 calendar days from the close of the previous month. The Indicators and Methodologies shown below may change at the discretion of the MDOC.

### **Indicators/Methodology/Acceptable Standard**

#### **Indicators**

1. Require Monthly Reports

#### **Methodology**

1. MDOC will review that all reports are available according to Section 1.042 Reports.

#### **Acceptable Standard**

The Contractor must ensure all reported required in Section 1.042 are provided to MDOC within 20 calendar days from the close of the previous month. The acceptable standard is 100% compliance.

#### **Amount for Failing to Meet Standard**

\$100.00 will be assessed for each month that the required reports from Section 1.042 are not received within 20 calendar days from the close of the previous month. An additional amount of \$500.00 will be assessed for each calendar day after the 20<sup>th</sup> calendar day until the reports are received by the MDOC. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. At the discretion of the State, this charge may be credited toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.

## **SLA – CUSTOMER SERVICE**

### **Definition and Purpose**

The Contractor must maintain a customer service department that is available 24/7/365 to answer facility questions regarding prisoner store/Friends and Family orders, address kiosk issues, and provide other customer services in accordance with the Contract as needed or requested by MDOC staff. The Indicators and Methodologies shown below may change at the discretion of the MDOC.

### **Indicators/Methodology/Acceptable Standard**

#### **Indicators**

1. Service Compliance Reports
2. Prisoner Grievance and Kite response reports

#### **Methodology**

1. MDOC will review the Service Compliance reports to ensure resolution occurred according to the timeframes in the Contract.
2. MDOC will review Service Compliance Reports to determine if kiosks are repaired within 48 hours of request.
3. The facility log books may be reviewed to ensure returned calls are completed within one hour of documented call.
4. The Contractor will daily record the number of kiosk out of service. This number will be tallied for the month and will be divided by the total number of kiosk days (number of kiosks multiplied by the number of month days) to determine if the percentage is greater than 10%.

#### **Acceptable Standard**

The Contractor must ensure customer service is provided according to the terms of the Contract. The acceptable standard is 100% compliance.

#### **Amount for Failing to Meet Standard**

\$250.00 will be assessed for each day (24 hour period) a kiosk is not repaired within 48 hours unless an alternative ordering method is approved by the Contract Compliance Inspector. An additional amount of \$1,000.00 will be assessed for any kiosk that is not functioning for more than five business days. Also, there will be a monthly amount of \$5,000.00 assessed if the number of kiosks breakdowns exceeds 10%. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. At the discretion of the State, this charge may be credited toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.



## **SLA – SALES COMMISSION**

### **Definition and Purpose**

The Contractor is responsible for reporting the monthly commission on all sales made with the exception of vending machine cards sales, photo tickets, metered stamped envelopes, and other items agreed upon by the MDOC and the vendor. The commission amount will be reported on the monthly invoice submitted to the MDOC within 20 calendar days from the close of the previous month.

For Friends and Family, the sales commission must be reported to the MDOC within 20 days of the close of the quarter. Refer to Attachment A, Pricing, for product pricing and commission rates. The Indicators and Methodologies shown below may change at the discretion of the MDOC.

### **Indicators/Methodology/Acceptable Standard**

#### **Indicator**

1. Annual and Monthly Sales Report

#### **Methodology**

1. MDOC will review the Prisoner Store sales report to determine if the appropriate commission percentage has been reported to the MDOC within 20 calendar days of the close of each month.

#### **Acceptable Standard**

The Contractor must ensure that prisoner store and Family and Friends Package Program commissions are reported to the MDOC within 20 calendar days of the close of each month. The acceptable standard is 100% compliance.

#### **Amount for Failing to Meet Standard**

\$500.00 will be assessed for each day the prisoner store and Family and Friends store commissions are not reported within 20 calendar days of the close of each month. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. At the discretion of the State, this charge may be credited toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.

All other terms, conditions, specifications, and pricing remain the same. Per agency request, contractor agreement and DTMB approval.



**STATE OF MICHIGAN  
ENTERPRISE PROCUREMENT**  
Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

**CONTRACT CHANGE NOTICE**

Change Notice Number **2**  
to  
Contract Number **071B5500112**

<b>CONTRACTOR</b>	Keefe Commissary Network, L.L.C.	<b>STATE</b>	Program Manager	Cindy Dodds-Dugan	MDOC
	10880 Linpage Place		(906) 495-2282		
	St. Louis, MO 63132		dodds-duganc@michigan.gov		
	Tim Nichols		Contract Administrator	Chelsea Edgett	DTMB
	(800) 541-1700		(517) 284-7017		
	tnichols@keefegroup.com		edgettcc@michigan.gov		
-6999					

**CONTRACT SUMMARY**

**PRISONER STORE AND FRIENDS AND FAMILY CARE PACKAGES SERVICES**

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
July 1, 2015	September 30, 2018	2 - 1 Year	September 30, 2018
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> Direct Voucher (DV)	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**MINIMUM DELIVERY REQUIREMENTS**

N/A

**DESCRIPTION OF CHANGE NOTICE**

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$0.00	\$65,000,000.00	\$65,000,000.00		

**DESCRIPTION**

Effective October 25, 2016 this contract is hereby increased by \$65,000,000.00 for MDOC use. Additionally, the State Contract Administrator has changed to Chelsea Edgett. All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Procurement approval, and State Administrative Board approval on October 25, 2016.

Additional Program Manager			
AGENCY	NAME	PHONE	EMAIL
MDOC	Eames Groenleer	(517) 780-6076	groenleere@michigan.gov



# STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget  
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913  
P.O. BOX 30026 LANSING, MICHIGAN 48909

## CONTRACT CHANGE NOTICE

Change Notice Number **1 (REVISED)**  
to  
Contract Number **071B5500112**

<b>CONTRACTOR</b>	Keefe Commissary Network LLC
	10880 Linpage Place
	St. Louis, MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	*****6999

<b>STATE</b>	Program Manager	Various See Section 2.023	DOC
	Contract Administrator	Will Camp (517) 284-7022 campw@michigan.gov	DTMB

CONTRACT SUMMARY				
<b>DESCRIPTION:</b> Prisoner Store and Friends and Family				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW	
July 1, 2015	September 30, 2018	2 - 1 Year	September 30, 2018	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$ 0.00		\$ 0.00	\$ 0.00	

**DESCRIPTION:** Effective August 1, 2016 this contract is amended as follows.

1) Delete and replace as follows (new language is highlighted and language no longer needed has a strikethrough)

**Article 1 – Statement of Work: Section 1.022 Work and Deliverables (11) (i)**

- i) Shipments delivered to the MDOC facilities must be on four-way entry pallets, a collapsible shipping container, or a cart approved by the MDOC facility. Pallets must be in good condition, with no broken boards or rails.

**Article 1 – Statement of Work: Section 1.022 Work and Deliverables (14) (c)**

- c) The Contractor must have: (a) one or more knowledgeable individual(s) specifically assigned to State of Michigan accounts that will respond to State agency inquiries promptly; and (b) a statewide toll-free number for customer service calls. The toll free numbers are (Main #) 1- 800-541-1700 or 1-800-864-5986. The Contractor must provide a method to ensure kiosks are repaired within 24 48 hours or provide for an alternate method for prisoners to place a commissary order. The Contractor must have a method to ensure prisoners are able to place a commissary order to ensure delivery 26 times per calendar year. The Contractor must not have a kiosk outage greater than 10% in a 30-day period. Failure to achieve this percentage each month will be handled as outlined in the Service Level Agreement (SLA).

**Article 1 – Statement of Work: Section 1.022 Work and Deliverables (14) (d) (ii, iii, and iv)**

- ii) During business hours, technicians must be available to assist customers via telephone and e-mail Monday - Friday, 6:00 a.m. – 7:00 p.m. EST.
- iii) After business hours, technicians must be available to assist customers via telephone Monday - Friday, 7:00 p.m. – 6:00 a.m. and beginning on Fridays at 7:00 p.m. through Monday morning at 6:00 a.m. EST, including holidays.
- iv) The Contractor must open a trouble ticket and provide a response to the caller within one hour of receipt of the call or email in accordance with a Service Level Management system as outlined below:

**Level 1 – Urgent**

Any issue compromising or preventing a facility from performing daily job functions related to commissary and/or inmate banking. Urgent issues are top priority and assigned out accordingly. The assigned technician will be responsible for replying to the customer within one (1) hour of receiving the case and will work until the urgent issue has been resolved. Any follow up items stemming from the urgent issue will be handled as standard priority through resolution. Urgent issues could include, but are not limited to:

- (a) Issues related to sending/ordering commissary
- (b) Facility integration not creating/updating inmate accounts
- (c) Facility server offline/ hardware, database failure
- (d) Any Kiosk related issue where the kiosk is not operating or is not fully functional as the contractor has intended.
- (e) Report creations / modifications that do impact the daily operations.

**Level 2 – Escalated**

- Any issue not immediately compromising or preventing facility from performing daily job functions related to commissary and/or inmate banking. Escalated issues are second level priority, behind active urgent cases. The assigned technician will be responsible for replying to the customer within two hours of receiving the case and will work through the escalated issue with the customer until resolution. Escalated issues could include, but are not limited to:

- (a) Billing issues related to commissary sales/refunds
- (b) Non-critical inmate account related issues
- (c) Bank reconciliation/check/deposit issues not immediately affecting business

**Level 3 – Standard**

- Any longer term issue that does not immediately compromise daily job functions. Standard

issues are third level priority, behind both active urgent and escalated cases, and may have potential resolution of 5 days or longer. The assigned technician will be responsible for replying to the customer within four hours of receiving the case and will work with the customer through resolution. The tech is also responsible for keeping the customer updated on progress as needed. Standard issues could include, but are not limited to:

(a) Bank reconciliations and/or general journal reconciliations not immediately affecting daily functions

(b) Report creations/modifications that **do not** impact the daily operations

#### Article 1 – Statement of Work: Section 1.030 Roles and Responsibilities

- a. Mr. ~~Tim Nichols~~ **Scott Conrath** has been identified as the Project Manager- This position is the point of contact for the duration of this Contract. The person will be responsible for attending all required meetings and as required visit the facilities in Michigan to ensure the services required in this Contract are delivered appropriately. This position also is responsible for the development and adherence to policies and procedures and ensuring that all requirements and all issues are accomplished within the indicated timeframes in the Contract.

~~Tim Nichols, Regional Vice President  
21848 Commerce Parkway Suite 100  
Strongsville, OH 44149  
1-800-541-1700~~

**Scott Conrath, KCN Regional Manager  
21848 Commerce Parkway Suite 100  
Strongsville, OH 44149  
1-800-541-1700**

- b. ~~Mr. Scott Conrath~~ **Kelly Lezark** has been identified as the Customer Service Representative - This position is the primary point of contact for the MDOC related to issue resolution.

~~Scott Conrath, Account Manager, Southern Region  
21848 Commerce Parkway Suite 100  
Strongsville, OH 44149  
1-800-541-1700~~

**Kelly Lezark, Account Manager  
21848 Commerce Parkway Suite 100  
Strongsville, OH 44149  
1-800-541-1700**

- c. Mr. Rob Sanders **and Mark Harmon** ~~has~~ **have** been identified as the Information Technology Staff – This position is the point of contact for technology services for the MDOC.

~~Rob Sanders, Senior Technical Coordinator~~ **KCN Systems Support Assistant Manager**  
10880 Linpage Place  
St. Louis, MO 63132  
314-919-4119

**Mark Harmon, Technical Coordinator  
3232 Craft Ave. SE  
Grand Rapids, MI 49512  
616-957-1022**

- d. Three teams of key personnel will be available for Contract performance. They will be physically located at the following locations:

Ohio based location and staff  
21848 Commerce Parkway Suite 100  
Strongsville, OH 44149

Tiim Nichols – Regional Vice President  
~~Jerome Anderson – KCN Regional Manager~~  
Scott Conrath – Account Manager, Southern Region KCN Regional Manager  
Ryan Legg – Account Manager, Northern Region  
Sandy Maisak – Office Manager/Customer Service  
Lelly Lezark – Account Manager

St. Louis, MO based location and staff  
10880 Linpage Place  
St. Louis, MO 63132

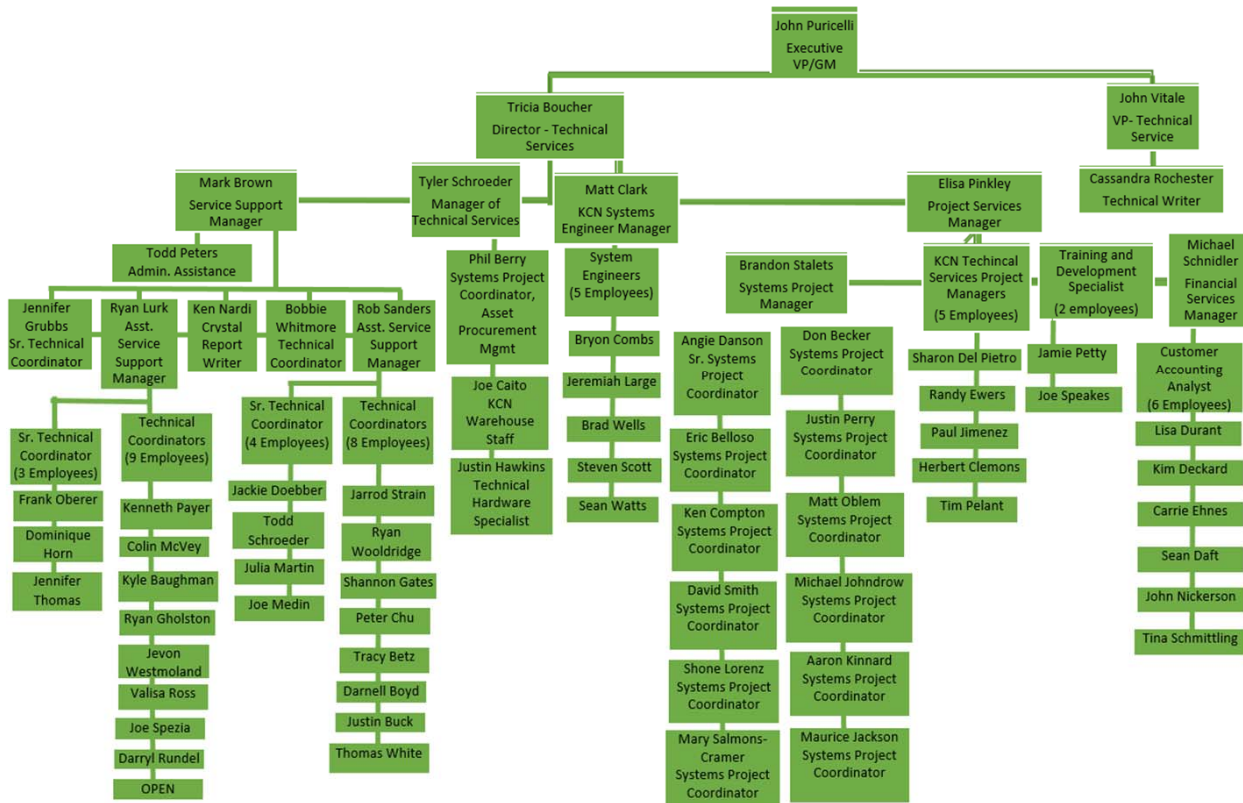
John Vitale – Vice President Technical Services  
Tricia Boucher – Director of Technical Services  
~~Elisa Pinkley~~ Paul Jimenez – Project Manager  
Mark Brown – Manager of Systems Support  
Rob Sanders – KCN Systems Support Assistant Mgr./Sr. Technical Coordinator  
Angie Danson – KCN Senior Systems Project Coordinator

Michigan Based Location and Staff  
~~Warehouse/office address TBD~~  
3232 Craft Ave. SE  
Grand Rapids, MI 49512

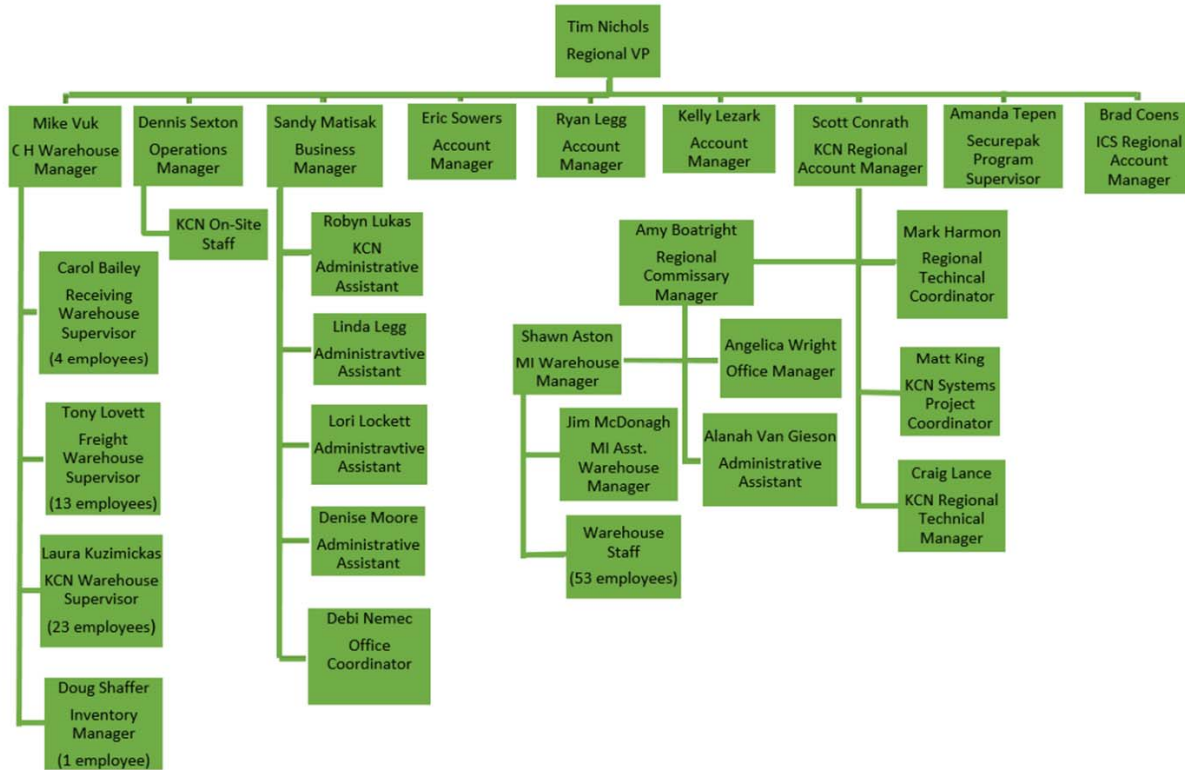
Regional Manager - ~~TBD~~ Amy Boatright  
Warehouse Manager - ~~TBD~~ Shawn Aston  
Technical Manager - ~~TBD~~ Mark Harmon

Below is the Contractor's updated organization chart for this Contract.

# Keefe Commissary Network Technical



## Ohio Region



**Article 1 – Statement of Work: Section 1.041 Project Management (A. Transition Plan)**

A. Transition Plan

Within 10 calendar days of the Contract award, the Contractor must submit a revised, expanded, detailed narrative of their Transition Plan to the MDOC CCI. The Contractor must continue to revise the Transition Plan and submit to the MDOC CCI on, no less than, a monthly basis until all items have been successfully implemented, per the MDOC CCI’s input on progression of, or acceptance of each item.

**Transition Period** is that initial period of time commencing on the Contract start date while the Contractor is training its employees and ending on the date the Contractor assumes control over the store operations of the facility. During the Transition Period, there will be no billing submitted by the Contractor nor any payments made by the MDOC to the Contractor. Upon Contract signing by both parties and contract execution, the Contractor must commence a ~~90~~ **180-day** Transition Period (or as agreed upon by the MDOC) to the actual services rendered date. **The Project Manager must be onsite in Michigan throughout the transition period to ensure all issues are addressed and resolved.** The parties must mutually agree in writing to the termination date of the Transition Period. All fiber cabling remains the property of the MDOC.....

**Article 1 – Statement of Work: Section 1.042 Reports**

The Contractor must provide the following monthly reports no later than the ~~5<sup>th</sup>~~ **20<sup>th</sup>** business day of the following month. These reports must be available online or sent via a secure Contractor network that is accessed by approved MDOC staff. The MDOC requires the Contractor to modify existing reports as requested within seven days of the request and create new reports within 14 days unless otherwise approved by the MDOC CCI. This list is not all inclusive and other investigative reports must be made available as requested by MDOC.....

**Article 1 – Statement of Work: Section 1.061 Pricing (1)**



1. The Contractor is responsible for reporting the monthly commission on all sales made with the exception of vending machine cards sales, photo tickets and metered stamp envelopes, and other items agreed upon by the MDOC and the Contractor.....

## **Article 2 – Terms and Conditions: Section 2.023 MDOC Project Managers**

The following individuals will oversee the project:

Cindy Dodds-Dugan, CFA Kinross Office Business Manager  
Correctional Facilities Administration  
Michigan Department of Corrections  
16770 South Water Tower Drive  
Kincheloe, MI 49788  
Telephone: 906-495-2282, Ext. 242  
Facsimile: 906-495-1072  
Email: Dodds-DuganC@michigan.gov

Eames Groenleer, CFA Jackson Office Business Manager  
Correctional Facilities Administration  
Michigan Department of Corrections  
4000 Cooper Street  
Jackson, MI 49201  
Telephone: 517-780-6076  
Facsimile: 517-780-6599  
Email: Groenleere@michigan.gov

Kevin Weissenborn, MDOC Contract Manager  
Michigan Department of Corrections  
P.O. Box 30003  
Lansing, MI 48933  
Telephone: 517-373-9550  
Email: Weissenbornk@michigan.gov

## **Attachment B – Service Level Agreements**

### **SLA – INVENTORY OUTAGES**

#### **Definition of Purpose**

The Contractor must ensure all store items are continuously available for prisoner purchase. Prisoner store inventory outages must not exceed 1% of the store items available at any given time for any full day of warehouse operation. "Warehouse operation" is defined as when the contractor begins processing store bags. The Indicators and Methodologies shown below may change at the discretion of the MDOC.

#### **Indicators / Methodologies / Acceptable Standard**

##### **Indicator**

1. Inventory Outage Report
2. Prisoner Store Sales Report

##### **Methodology**

1. MDOC will review the Inventory Outage Report to determine time frame of outages for the month.
2. MDOC will review monthly Prisoner Store Sales Report to investigate store items with limited sales to determine if the lower sales resulted from store outages.
3. MDOC will review Prisoner Store Complaints / Grievances to identify issues related to outages of the prisoner store.

### **Acceptable Standard**

The Contractor must maintain an inventory of prisoner store items that ensures not more than 1% of the items are out of stock **for any full day of warehouse operation** ~~at any given time.~~

### **Amount for Failing to Meet Service Level Agreement** **Service Level Agreement - Failure to Meet Standard**

~~\$1,000.00~~ **\$500.00** will be assessed for each **full day of warehouse operation** day the prisoner store exceeds the 1% threshold of items out of stock. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. ~~This charge may, at the State's opinion, be credited or set off against any fee or other charges payable to Contractor under this Contract or be payable to the State by demand.~~ **At the discretion of the State, this charge may be credited toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.**

## **SLA – DELIVERY**

### **Definition and Purpose**

The Contractor must ensure prisoner store orders are delivered to **locations identified in Appendix B or designated locations as agreed upon by the MDOC and the Contractor** ~~the facilities housing MDOC prisoners.~~ **These deliveries are to be completed** within five business days of the order being received by the Contractor according to the **download and** delivery schedule ~~developed between~~ **agreed upon by** Contract Compliance Inspector and the Contractor. The Indicators and Methodologies shown below may change at the discretion of the MDOC.

### **Indicators/Methodology/Acceptable Standard**

#### **Indicator**

- ~~1.~~ Delivery Receipts and logs
- 1**2. Approved Delivery Schedule
- 2**3. Approved Deviations to the Delivery Schedule

#### **Methodology**

1. MDOC ~~will~~ **may** review the Prisoner Store Deliver Receipts from the shipper to verify the date the order was received at the facility.
2. MDOC will review the approved Delivery Schedule to determine the delivery dates that will be used in reviewing compliance to the contract and SLA.
3. The delivery receipts ~~will~~ **may** be compared to the delivery schedule to determine compliance.

### **Acceptable Standard**

The Contractor must ensure prisoner store is delivered to the facilities housing MDOC prisoners according to the approved Delivery Schedule adjusted for any approved schedule deviations 100% of the time.

### **Amount for Failing to Meet Service Level Agreement** **Service Level Agreement - Failure to Meet Standard**

\$1,000.00 will be assessed on the first business day after the facility scheduled delivery date has past. The amount will increase to \$2,000.00 if the store orders are not delivered on the second business day after the facility scheduled delivery date. The amount will increase to \$5,000.00 per day **on the third and each additional calendar day** until the store orders are delivered to the facility. Extenuating circumstances **(i.e. mechanical issues, inclement weather / road conditions, etc.)** will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. ~~This charge may, at the State's option, be credited or set off against any fee or other charges payable to Contractor under this Contract or be payable to the State by demand.~~ **At the discretion of the State, this charge may be credited toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed**

within 10 days upon demand.

## SLA - REPORTS

### Definition and Purpose

The Contractor must ensure all reports required in Section 1.042 are provided to the MDOC by the 5<sup>th</sup> business day of the following month within 20 calendar days from the close of the previous month. The Indicators and Methodologies shown below may change at the discretion of the MDOC

### Indicators/Methodology/Acceptable Standard

#### Indicators

1. Require Monthly Reports

#### Methodology

1. MDOC will review that all reports are available according to Section 1.042 Reports.

#### Acceptable Standard

The Contractor must ensure all reported required in Section 1.042 are provided to MDOC by the 5<sup>th</sup> business day of the following month within 20 calendar days from the close of the previous month. The acceptable standard is 100% compliance.

#### Amount for Failing to Meet Service Level Agreement Service Level Agreement - Failure to Meet Standard

~~\$3,000.00~~ \$100.00 will be assessed for each month that the required reports from Section 1.042 are not received by the MDOC on the 5<sup>th</sup> business day of the following month within 20 calendar days from the close of the previous month. An additional amount of \$500.00 will be assessed for each calendar day after the 5<sup>th</sup> business day 20<sup>th</sup> calendar day until the reports are received by the MDOC. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. This charge may, at the State's option, be credited or set off against any fee or other charges payable to Contractor under this Contract or be payable to the State by demand. At the discretion of the State, this charge may be credited toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.

## SLA – CUSTOMER SERVICE

### Definition and Purpose

The Contractor must maintain a customer service department that is available 24/7/365 to answer facility questions regarding prisoner store / Friends and Family orders, address kiosk issues, and provide other customer services in accordance with the Contract as needed or requested by MDOC staff. The Indicators and Methodologies shown below may change at the discretion of the MDOC.

### Indicators/Methodology/Acceptable Standard

#### Indicators

1. Service Compliance Reports
2. Prisoner Grievance and Kite response reports

#### Methodology

1. MDOC will review the Service Compliance reports to ensure resolution occurred according to the timeframes in the Contract.

2. MDOC will review ~~the kiosk repair logs/documentation~~ **Service Compliance Reports** to determine if kiosks are repaired within ~~24~~ **48** hours of request.
3. The facility log books will **may** be reviewed to ensure returned calls are completed within one hour of documented call.
4. MDOC **The Contractor** will daily record the number of kiosk out of service. This number will be tallied for the month and will be divided by the total number of kiosk days (number of kiosks multiplied by the number of month days) to determine if the percentage is greater than 10%.

**Acceptable Standard**

The Contractor must ensure customer service is provided according to the terms of the Contract. The acceptable standard is 100% compliance.

**Amount for Failing to Meet Service Level Agreement **Service Level Agreement - Failure to Meet Standard****

~~\$1,000.00~~ **\$250.00** will be assessed for each day **(24 hour period)** a kiosk is not repaired within ~~24~~ **48** hours unless an alternative ordering method is approved by the Contract Compliance Inspector. An additional amount of ~~\$5,000.00~~ **\$1,000.00** will be assessed for any kiosk that is not functioning for more than five business days. ~~An amount of \$500.00 will be assessed for each customer service return call that is not received within 24 hours of request by the MDOC staff.~~ Also, there will be a monthly amount of \$5,000.00 assessed if the number of kiosks breakdowns exceeds 10%. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. ~~This charge may, at the State's option, be credited or set off against any fee or other charges payable to Contractor under this Contract or be payable to the State by demand.~~ **At the discretion of the State, this charge may be credited toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.**

**SLA – SALES COMMISSION**

**Definition and Purpose**

The Contractor is responsible for reporting the monthly commission on all sales made with the exception of vending machine cards sales, photo tickets, ~~and~~ metered stamped envelopes **and other items agreed upon by the MDOC and the vendor**. The commission amount will be reported on the monthly invoice submitted to the MDOC within 20 calendar days from the close of the previous month.

For Friends and Family, the sales commission must be reported to the MDOC within 20 days of the close of the quarter. Refer to ~~attachment~~ **Attachment** A, Pricing, for product pricing and commission rates. The Indicators and the Methodologies shown below may change at the discretion of the MDOC.

**Indicators/Methodology/Acceptable Standard**

**Indicator**

1. Annual and Monthly Sales Report

**Methodology**

1. MDOC will review the Prisoner Store sales report to determine if the appropriate commission percentage has been reported to the MDOC within 20 calendar days of the close of each month.

**Acceptable Standard**

The Contractor must ensure that prisoner store **and Family and Friends Package Program** commissions are reported to the MDOC within 20 calendar days of the close of each month. The acceptable standard is 100% compliance.

**Amount for Failing to Meet Service Level Agreement **Service Level Agreement - Failure to Meet Standard****

\$500.00 will be assessed for each day the prisoner store and Family and Friends store commissions are not reported within 20 calendar days of the close of each month. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. ~~This charge may, at the State's option, be credited or set off against any fee or other charges payable to Contractor under this Contract or be payable to the State by demand.~~ At the discretion of the State, this charge may be credited toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the State shall be completed within 10 days upon demand.

All other terms, conditions, specifications, and pricing remain the same. Per agency request, contractor agreement and DTMB approval.

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 525 W. ALLEGAN, LANSING, MI 48933

**NOTICE OF CONTRACT NO. 071B5500112**  
 between  
**THE STATE OF MICHIGAN**  
 and

NAME & ADDRESS OF CONTRACTOR	PRIMARY CONTACT	EMAIL
Keefe Commissary Network, L.L.C 10880 Linpage Place St. Louis, MO 63132	Tim Nichols	tnichols@keefegroup.com
	PHONE	VENDOR TAX ID # (LAST FOUR DIGITS ONLY)
	(800) 541-1700	-6999

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGERS	MDOC	Cindy Dodds-Dugan	(906) 495-2282	dodds-
		Eames Groenleer	(517) 780-6076	duganc@michigan.gov groenleere@michigan.gov
CONTRACT ADMINISTRATOR	DTMB	Brandon Samuel	(517) 284-7025	samuelb@michigan.gov

CONTRACT SUMMARY			
<b>DESCRIPTION: Prisoner Store and Friends and Family Care Packages Services – Michigan Department of Corrections</b>			
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPIRATION DATE	AVAILABLE OPTIONS
Three years & 90 days	July 1, 2015	September 30, 2018	Two-one year options
PAYMENT TERMS	F.O.B.	SHIPPED TO	
Net 45	Destination	Required MDOC locations	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>MINIMUM DELIVERY REQUIREMENTS:</b>			
<b>MISCELLANEOUS INFORMATION:</b>			
Prisoner Store purchased items will be paid out of the Prisoner Working Fund. Friends and Family Care packages are purchased out of the Prisoner Working Fund or personal funds from friends and family members.			
<b>ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION:</b>		\$0.00	

Notice of Contract #: **071B5500112**

---

---

**For the Contractor:**

\_\_\_\_\_  
**Tim Nichols,**  
**Contract Administrator**  
**Keefe Commissary Network, L.L.C.**

\_\_\_\_\_  
**Date**

**For the State:**

\_\_\_\_\_  
**Sharon Walenga-Maynard,**  
**Sourcing Director**  
**State of Michigan**

\_\_\_\_\_  
**Date**



**STATE OF MICHIGAN**  
**Department of Technology, Management and Budget**  
**DTMB-Procurement**

Contract Number 071B5500112  
Prisoner Store and Friends and Family Care Package Services  
For the Michigan Department of Corrections

Buyer Name: Brandon Samuel, Buyer Specialist  
Telephone Number: 517-241-1218  
E-Mail Address: [SamuelB@michigan.gov](mailto:SamuelB@michigan.gov)





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## DEFINITIONS

**24x7x365** means 24 hours a day, seven days a week, and 365 days a year (including the 366th day in a leap year).

**Actual Services Rendered** means the performance of services solely by the Contractor under this Contract.

**Additional Service** means any Services within the scope of the Contract, but not specifically provided under any Statement of Work.

**Audit Period** means the seven year period following Contractor's provision of any work under the Contract.

**Blanket Purchase Order** is an alternate term for Contract and is used in the Plan Sponsors' computer system.

**Blind Order Processing** means the employee who processes/packs the order does not know the identity of the prisoner who has placed the order.

**Business Day** means any day other than a Saturday, Sunday or State-recognized legal holiday from 8:00am EST through 5:00pm EST unless otherwise stated.

**Contract Start Date** begins on the commenced dates as specified in the Contract.

**Days** means calendar days unless otherwise specified.

**Deleted – N/A** means that section is not applicable or included in this Contract. This is used as a placeholder to maintain consistent numbering.

**Deliverable** means physical goods and/or services required or identified in a Statement of Work.

**DTMB** means the Michigan Department of Technology Management and Budget.

**Environmentally Preferable Products** means a product or service that has a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. Such products or services may include, but are not limited to: those which contain recycled content, minimize waste, conserve energy or water, and reduce the amount of toxics either disposed of or consumed.

**Hazardous Material** means any material defined as hazardous under the latest version of federal Emergency Planning and Community Right-to-Know Act of 1986 (including revisions adopted during the term of the Contract).

**Incident** means any interruption in any function performed for the benefit of a Plan Sponsor.

**Key Personnel** means any personnel identified in **Section 1.031** as Key Personnel.

**MDOC CCI** means Contract Compliance Inspector.

**Michigan Department of Corrections** is MDOC.

**New Work** means any Services/Deliverables outside the scope of the Contract and not specifically provided under any Statement of Work, such that once added will result in the need to provide the Contractor with additional consideration. "New Work" does not include Additional Service.

**Ozone-depleting Substance** means any substance the Environmental Protection Agency designates in 40 CFR part 82 as: (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

**Pollution Prevention** means the practice of minimizing the generation of waste at the source and, when wastes cannot be prevented, utilizing environmentally sound on-site or off-site reuse and recycling. The term includes equipment or technology modifications, process or procedure modifications, product reformulation or redesign, and raw material substitutions. Waste treatment, control, management, and



disposal are not considered pollution prevention, per the definitions under Part 143, Waste Minimization, of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended.

**Post-Consumer Waste** means any product generated by a business or consumer which has served its intended end use; and which has been separated or diverted from solid waste for the purpose of recycling into a usable commodity or product, and which does not include post-industrial waste.

**Post-Industrial Waste** means industrial by-products which would otherwise go to disposal and wastes generated after completion of a manufacturing process, but does not include internally generated scrap commonly returned to industrial or manufacturing processes.

**PREA** means Prison Rape Elimination Act.

**Recycling** means the series of activities by which materials that are no longer useful to the generator are collected, sorted, processed, and converted into raw materials and used in the production of new products. This definition excludes the use of these materials as a fuel substitute or for energy production.

**Reuse** means using a product or component of municipal solid waste in its original form more than once.

**RFP** means a Request for Proposal designed to solicit proposals for services.

**Sallyport Staff** means custody staff who monitor, inspect and control vehicular traffic into and out of correctional facilities.

**Services** means any function performed for the benefit of the State.

**SLA** means Service Level Agreement.

**Source Reduction** means any practice that reduces the amount of any hazardous substance, pollutant, or contaminant entering any waste stream or otherwise released into the environment prior to recycling, energy recovery, treatment, or disposal.

**State Location** means any physical location where the State performs work. State Location may include state-owned, leased, or rented space.

**Subcontractor** means a company selected by the Contractor to perform a portion of the Services, but does not include independent contractors engaged by Contractor solely in a staff augmentation role.

**Transition Period** means that initial period of time commencing on the Contract start date while the Contractor is training its employees and ending on the date the Contractor assumes control over the store operations of the facility. During the Transition Period, there will be no billing submitted by the Contractor nor any payments made by the MDOC to the Contractor. Upon State Administrative Board approval and Contract signing by both parties, the Contractor will commence a 90-day Transition Period (or as agreed upon by the MDOC) to the actual services rendered date. The Project Manager must be onsite in Michigan throughout the transition period to ensure all issues are addressed and resolved. The parties must mutually agree in writing to the termination date of the Transition Period. All fiber cabling remains the property of the MDOC.

**Unauthorized Removal** means the Contractor's removal of Key Personnel without the prior written consent of the State.

**Waste Prevention** means source reduction and reuse, but not recycling.

**Work in Progress** means a Deliverable that has been partially prepared, but has not been presented to the State for Approval.

**Work Product** refers to any data compilations, reports, and other media, materials, or other objects or works of authorship created or produced by the Contractor as a result of and in furtherance of performing the services required by the Contract.



## **Article 1 – Statement of Work (SOW)**

### **1.010 Project Identification**

#### **1.011 Project Request**

This Contract is for store items and care packages to be purchased by prisoners, and friends and family. Additionally, the Contractor is responsible to deliver prisoner store items and quarterly friends and family purchased care package goods to prisoners housed in Michigan Department of Corrections (MDOC) facilities. For prisoners, this is accomplished by utilizing a vendor ordering system via kiosks or scanned documents to place prisoner store orders. For friends and family, care packages orders are placed via the internet, mail, telephone, or facsimile. Generally, items available for purchase by prisoners, and friends and family include over-the-counter medication, food, beverages, and personal hygiene items.

#### **1.012 Background**

The MDOC is required by MCL 791.203 and 791.204 and MDOC Policy Directive 04.02.130 “Prisoner Store” and Policy Directive 04.02.135 “Securepak” to supply approximately 43,000 prisoners with store goods including mandatory items such as healthcare, hygiene, stationery, food/beverage, and miscellaneous items. Currently, these services are provided by MDOC employees utilizing a vendor store software ordering system. The MDOC currently has three regional prisoner stores that package and deliver items to approximately 32 MDOC facilities according to store orders that have been placed by prisoners using kiosks or scanned documents provided by the Contractor.

The MDOC staff delivers the store goods and friends and family care packages to the prisoners in the housing units.

The MDOC prisoners may purchase approved items for their personal use from a prisoner store. A standardized store list identifies all items authorized to be sold in a prisoner store. Mandatory health care products must be included on the list only as approved by the MDOC Chief Medical Officer.

On a quarterly basis, the MDOC allows friends and family packages to be purchased by the prisoners via mail order or kiosk only or by friends and family through mail order, internet, telephone, or by facsimile with the orders delivered to the prisoners by MDOC staff.

### **1.020 Scope of Work and Deliverables**

#### **1.021 In Scope**

The Contractor must provide no less than 400 prisoner store items for MDOC approval. The MDOC reserves the right to change the number of available items for purchase. Appendix A provides a listing of the store item categories. The items must be packaged according to specifications noted in section 1.022 No.4 a-f. The items are to be shipped to the locations in Appendix B.

The Contractor must provide appropriate staffing levels to ensure prisoner store orders are shipped within the timeframes specified in this Contract.

The Contractor must provide a prepackaged store bag to the facility for each prisoner order placed that meets the security requirements of the MDOC. The MDOC staff will deliver the store bags to the prisoners in the housing units or at a centralized location within a facility.

The Contractor must provide a minimum of two kiosks in each housing unit for general population prisoners to place their bi-weekly store orders. The Contractor must provide approximately 450 kiosks within MDOC facilities. At the discretion of the MDOC, the Contractor must be prepared to provide additional kiosks to meet larger or special prisoner population needs.

The kiosks must interface with the MDOC prisoner accounting system and have the capability of providing the prisoners with their general account balance information and historical transaction data.

For the quarterly friends and family care packages, the Contractor must have a mechanism to provide prisoners the ability to place orders by mail and kiosk and their friends and family the ability to place mail, telephone, internet or facsimile orders for prisoners housed in MDOC facilities. The Contractor must be able to restrict the number of friends or family members placing orders for the prisoner as designated by MDOC.



Based on the operational needs of the correctional system and available funding, the MDOC reserves the right to require the Contractor to add or delete facilities and satellite facilities, in addition to those originally contemplated by this Contract. The MDOC may adjust the number of prisoners served at any contracted site. Therefore, the Contractor must be prepared to make any necessary changes as required. Verbal notification will be provided by the MDOC CCI, or designee, with follow-up written notification. Written notification will be provided at least 14 days in advance.

### **1.022 Work and Deliverable**

The Contractor must provide deliverables/services and staff, and otherwise to do all things necessary for or incidental to the performance of work, as set forth below:

#### **1. Access to Contractor System**

- a. The Contractor must have a web-based online solution that complies with the State of Michigan computer requirements for MDOC staff to view prisoner order and refund history.
- b. All functions to the Contractor system must be available on the actual services rendered date.
- c. The Contractor's system must have the ability to send data files once each day to MDOC and receive data files from the MDOC accounting system. The MDOC will provide a daily data file to the Contractor that will provide the prisoner's name, prisoner's identification number and current facility and lock location. The Contractor must provide a data file to MDOC with transactions listed for the purpose of finalizing commissary purchases from the prisoner's account once each day. The data file must include prisoner listings for commissary orders and/or quarterly orders allowed by the friends and family program. Once the Contractor's data file has been processed, the MDOC will send a confirmation data file identifying all allowable purchases as approved within the parameters determined by the MDOC. The Contractor must process all commissary and quarterly orders once the confirmation file has been received from MDOC. The Contractor must work with the MDOC for timing and processing of the files. Current data file layouts are provided in Appendix E, Technical Requirements.
- d. The Contractor's system must be configurable to allow a designated dollar amount for the total purchase or up to the balance in the prisoner's account. The designated dollar amount will be determined by MDOC with the capability of being entered directly into the Contractor's system by authorized MDOC system administrators. The spendable dollar amount is determined by MDOC and may be subject to change throughout the duration of the Contract. The individual items on each purchase will be processed in priority order in a manner established by MDOC.
- e. In the future, MDOC may pursue real time processing for transactions and the Contractor must work with MDOC to allow real time transaction processing at that time.

#### **2. Prisoner Store Ordering Through Kiosks**

- a. The Contractor must provide a minimum of two kiosks in each housing unit (approximately 450 total kiosks) for general population prisoners to place their bi-weekly store orders. It will be at the MDOC's discretion in requesting additional kiosks in order to meet larger or special prisoner population needs. The Contractor must supply a security screen for each kiosk as requested by the facility to prevent prisoners from viewing other prisoner's accounts.
- b. Contractor must provide kiosks with multiple language options. All kiosks must include, at a minimum, English and Spanish.
- c. The MDOC will provide the Contractor with an electronic file of prisoners and their prison locations once each day.
- d. The Contractor's system must allow only the prisoner or assigned MDOC staff to access each prisoner's store activity for at least the previous 12 months at any given time.





- e. The Contractor's kiosks must be able to provide prisoners with general account balance information and historical transaction data to include up to the last 25 transactions of the prisoner's account.
- f. The Contractor must provide all options for security access such as bar code, password, card swipe, etc. The Contractor must allow and provide additional security enhancement options as they develop or as requested by the MDOC.
- g. The Contractor's kiosk system must accommodate the transfers of prisoners within the MDOC system on a daily basis so orders can be redirected in the event a prisoner transfer occurs between order placement and delivery or permit ordered items be returned for credit.
- h. The Contractor must provide any additional programming needed to accommodate all indigent prisoner store order processing. This may require the exchange of additional accounting data or special order detail.
- i. The Contractor must supply its own hardware, software, and network connections. The Contractor network must be installed in accordance with DTMB standards and coordinated with onsite technical staff. The Contractor assumes all costs associated with the network and IT infrastructure solution. Any equipment, including all installation cost needed to provide kiosks or access to the system for reporting purposes, must be provided by the Contractor at no cost to the State.
- j. The Contractor's completed DTMB Vendor Enterprise Architecture Solution Assessment (EASA) form must ensure the Contractor's system meets or exceeds SOM technology standards.
- k. The Contractor must ensure prisoners are only allowed to order for their personal use, and may not receive an order for more than \$100.00 worth of store items more than once every two weeks (26 times per year), plus applicable sales tax, unless otherwise determined by the MDOC. However, if a prisoner does not have \$100.00 in his/her account, they are allowed to spend up to their account balance. Spending limits are determined by the MDOC and are subject to change. Limits must be configurable by authorized MDOC staff in the Contractor software.
- l. The Contractor must ensure all prisoner store orders are verified against available products for sale.
- m. The Contractor must ensure all items are processed in the priority order established by the MDOC.
- n. The Contractor must ensure prisoners are not allowed to view other prisoners' accounts or place orders for other prisoners.

### **3. Prisoner Store Ordering Through Scanned Paper Documents**

- a. The MDOC facilities require some prisoners to use prisoner order forms that will be scanned for processing.
- b. The Contractor must ensure orders can be placed at all times by providing specific scanned prisoner order forms to accommodate indigent prisoners and those prisoners in higher security levels, female prisoners and special sanctioned prisoners.
- c. Prisoner Store Items on the Scanned Paper Documents may be more restrictive than the store items available through the kiosk ordering system.
- d. The Contractor must ensure prisoners are only allowed to order for their personal use and may not receive an order for more than \$100.00 worth of store items more than once every two weeks (26 times per year), plus applicable sales tax, unless otherwise determined by



the MDOC. However, if a prisoner does not have \$100.00 in his/her account, they are allowed to spend up to their account balance. However prisoners who place store orders through scanned paper documents may have more restrictive available dollar limits than those prisoners placing kiosks orders.

- e. The Contractor must ensure all prisoner store orders are verified against available products for sale.
- f. The Contractor must ensure all items are processed in the priority order established by the MDOC.
- g. The Contractor is responsible for all scanned forms, hardware, software, network connections, and interface costs.

#### **4. Prisoner Store Item Packages**

- a. The Contractor must ensure all store items are limited to single wall packaging and if available soft/transparent packaging.
- b. The Contractor must ensure store items are not packaged in squeeze bottles unless otherwise approved by the MDOC.
- c. The Contractor must ensure no glass, metal containers, or containers with metal parts are used since they are prohibited.
- d. The Contractor must ensure all items are properly labeled for individual sale.
- e. The Contractor must ensure all prisoner store items have the Universal Product Code (UPC), expiration date or sell by date, and legible code dates of manufacture.
- f. The Contractor must not provide to prisoners consumable food products that are past their expiration date.

#### **5. Prisoner Store Order Packaging**

- a. The Contractor must ensure all packaging and packing material are new and clean.
- b. The Contractor must ensure metal wire ties, metal clips, paper-coated wire ties, or staples are not used for sealing plastic film bags.
- c. The Contractor must ensure plastic film bags contain small air holes to reduce future inappropriate use of bags by prisoners.
- d. The Contractor must separately bag and seal hygiene items, as determined by the MDOC. This bag must be sealed and placed within the order bag.
- e. The Contractor must ensure the store order bags are heat sealed in two locations: The bottom seal must keep the store item(s) intact thus only allowing the prisoner to break the seal whereas the second seal must be located closer to the top of the bag.
- f. The Contractor must ensure within the two sealed areas, there is a two part "carbonless" paper receipt that identifies: each item(s) contained in the order, the items identified as not filled due to insufficient funds, out-of-stock, items not allowed, etc.; the total amount of sales, applicable sales tax paid; and a location for a signature line for the prisoner to sign indicating receipt of the order.
- g. The Contractor must clearly identify the prisoner's name, ID number, facility and housing unit location on each bag. Multiple bags must be identified as such (bag 1 of 2/bag 2 of 2, etc.). Prisoner identification information must be printed in large font to assist in efficient delivery practices.
- h. The Contractor must ensure all packaging processes are a "blind ordering process." The individual packaging the order must not be able to identify the person they are packing the order for.

**6. Prisoner Store Items**

- a. The Contractor must provide a mechanism that allows prisoners to purchase no more than \$100.00 worth of store items more than once every two weeks (26 times per year) plus applicable sales tax, unless otherwise determined by the MDOC. Spending limits are determined by the MDOC and are subject to change. Limits must be configurable by authorized MDOC staff in the Contractor software.
- b. The Contractor must provide a list of 400 store items similar to those items that are included on Appendix A, Store Items of the Contract. The items may be changed every six months through the communication of the MDOC CCI.
- c. The Contractor must make available Kosher, Halal, Healthy Choice, gluten-free, soy, and diabetic items. The kiosk and scanned paper documents must specifically designate those items as Kosher, Halal, Healthy Choice, gluten-free, soy, and diabetic.
- d. The Contractor must ensure products comply with all applicable Federal Pure Food Laws and Regulations and laws of the State of Michigan.
- e. The Contractor must furnish grade, quality, ingredient or product specifications upon request.
- f. The Contractor may provide brand name items if the generic brand (preferred) is not available.
- g. The Contractor must ensure all items comply with fire safety requirements.
- h. The Contractor must ensure all items are non-alcoholic.
- i. The Contractor must identify any mercury containing products being purchased under the Contract and must provide mercury-free alternatives when available.
- j. The Contractor must ensure all items are non-caustic and do not require refrigeration.
- k. The Contractor must ensure items are not oil-based, contain gum, or come in capsule form.
- l. The Contractor must ensure packaging is identified as re-sealable or clear.
- m. The Contractor must ensure each size and flavor of brands of multiple brand items are counted as a separate item. The allowable items in Attachment A are listed in priority order.
- n. The Contractor must ensure all store items are approved by the MDOC CCI before being available to the MDOC prisoners for purchase.
- o. The Contractor is responsible for maintaining availability of all prisoner store items regardless of sales unless written approval is received from the MDOC CCI.
- p. The Contractor must impose quantity limits on specific items due to sanctions imposed on prisoners or custody security levels, as required by the MDOC.
- q. The Contractor must ensure feminine products are only available to female prisoners.
- r. The Contractor must collect and submit appropriate sales tax on items to the Michigan Department of Treasury for all prisoner purchases that meet the requirements of the Michigan Sales Tax law.
- s. The Contractor must provide one ounce forever metered regular size envelopes.
- t. Vending machine cash cards (i.e. Debitex) and photo tickets must be available via the kiosk. Upon Contract award, the Contractor must work with the MDOC to ensure proper recording and reporting of vending machine cash card sales.
- u. The Contractor must work with the vendor machine cash card contractor to create a kiosk interface at the request of the MDOC.

**7. Prisoner Store Item Availability**

- a. No substitutions or backorders may be delivered without the approval of the MDOC CCI.
- b. The Contractor must receive approval of the MDOC CCI prior to deleting products no longer manufactured or ordered in sufficient quantities.
- c. The Contractor must notify the MDOC CCI 14 days in advance of an item being discontinued.
- d. The Contractor must ensure all items are delivered within 14 days of the “sell by date” identified on the item.
- e. The Contractor must ensure prisoner store orders are delivered to MDOC facilities within five business days of orders being processed.
- f. The Contractor must have a mechanism in place to ensure all store items are continuously available in the prisoner store and will not have an inventory outage.
- g. The Contractor must notify the receiving facility and the MDOC CCI of any out-of-stock item at least 48 hours before delivery to the facility.

**8. Friends and Family Packages**

- a. In addition to the 26 bi-weekly store orders, the Contractor must make available a custom package program hereafter referred to as “Friends and Family” packages. This program must be made available to prisoners by kiosk or paper order form, as well as friends and family of prisoners via online order, telephone, mail, or facsimile. The items available through this program must be those items that are available in Attachment A.
- b. The Contractor must adjust the item list accordingly during the first quarter of the MDOC’s fiscal year to reflect additional holiday items approved by the MDOC.
- c. A maximum order amount, determined by MDOC, will be allowed. The current maximum order amount is \$85.00. A maximum of one order per quarter (based on MDOC fiscal year) can be placed by the prisoner or friend/family of the prisoner. These orders are accepted on the first order placed in the system basis.
- d. The Contractor must make available a secure internet mechanism for friends/family to process requests, as well as telephone, facsimile, or mail order system.
- e. The Contractor must be Payment Card Industry (PCI) compliant on all credit card transactions.
- f. A charge of no greater than \$2.00, plus applicable sales tax, will be assessed for shipping/processing an online order placed by friends/family of prisoners, or any individual order placed by prisoners at a facility. A charge, no greater than \$4.00, plus applicable sales tax, will be assessed for shipping/processing an order placed by friends/family by telephone, mail, or facsimile.
- g. The Contractor must ensure each bag within the box is appropriately heat sealed. Each box must be sealed with security tape, and if the tape or any part of the box has been tampered with, the package will not be delivered to the prisoner and the Contractor must re-ship the items at no additional cost. Orders must not be held by the Contractor longer than one week (seven days). If the facilities’ order does not reach a full pallet, the order must be shipped Fed Ex or United Parcel Service at Contractor’s expense.
- h. The Contractor must ensure all packaging and packing material are new and clean.



- i. The Contractor must ensure metal wire ties, metal clips, paper-coated wire ties, or staples are not used for sealing plastic film bags.
- j. The Contractor must ensure plastic film bags contain small air holes to reduce future inappropriate use of bags by prisoners.
- k. The Contractor must separately bag and seal hygiene items, as determined by the MDOC. This bag must be sealed and placed within the order bag.
- l. The Contractor must ensure the order bags are heat sealed in two locations: The bottom seal must keep the item(s) intact thus only allowing the prisoner to break the seal whereas the second seal must be located closer to the top of the bag.
- m. The Contractor must ensure within the two sealed areas, there is a two part "carbonless" paper receipt that identifies: each item(s) contained in the order, the items identified as not filled due to insufficient funds, out-of-stock, items not allowed, etc.; the total amount of sales, applicable sales tax paid; and a location for a signature line for the prisoner to sign indicating receipt of the order.
- n. The Contractor must clearly identify the prisoner's name, ID number, facility and housing unit location on each bag. Multiple bags must be identified as such (bag 1 of 2/bag 2 of 2, etc.). Prisoner identification information must be printed in large font to assist in efficient delivery practices.
- o. The Contractor must provide a quarterly report on purchases made through the program. The report must have a breakdown of all purchases made by internet, by telephone, facsimile, or mail by prisoners or friends/family. The report for purchases made by friends and family must include the reported relationship to the prisoner.
- p. The Contractor must provide usage reports as well as reports for individual prisoner orders. These individual prisoner reports must be available via a secure web link for access by approved facility staff.
- q. At the request of the MDOC, the Contractor must establish a method to screen and/or restrict prisoners' to a certain number of allowable family and friends members as determined by the MDOC.
- r. The Contractor must provide a method to allow MDOC staff the ability to search the read-only database for investigative purposes. Technology must be adaptable to allow the MDOC to search via a secure web link for access by approved facility staff. The technology must comply with the State of Michigan technology requirements.

**9. Friends and Family Package Deliveries and Returns**

- a. Deliveries for purchases may be combined for each facility and shipped on a common carrier and delivered within seven business days of receipt of order. The Contractor must provide return shipping labels for all products returned to the Contractor.
- b. Orders for a prisoner who has been moved or cannot receive an order for security reasons will be returned to the Contractor at the Contractor's expense. The order will be re-sent to the prisoner at the Contractor's expense to the prisoner's new location.
- c. The Contractor must refund the money to the person who placed the order for a prisoner that has been released or cannot receive an order. If the order was placed by a prisoner, the money will be refunded to the MDOC. Funds are to be refunded within 48 hours of notification from the MDOC.
- d. The Contractor must not consider returned orders to count toward the prisoner's maximum for the quarter.

**10. Product Pricing**

- a. Item prices must be fixed for the duration of the Contract unless approved by the MDOC. The MDOC will establish a Prisoner Store Contract Committee which will meet with the Contractor every six months to evaluate pricing or item changes. The Contractor must provide, in writing, any increases passed onto the Contractor from their supplier before MDOC will consider price increases. Contractor's samples, not to exceed a maximum of three samples per item, must only be provided to the Prisoner Store Contract Committee for review of potential new or replacement items. Pricing of products will remain the same for Friends and Family packages and prisoner store orders.
- b. The Contractor must provide pricing by ounce or single service items by ounce.

**11. Friends and Family Packages and Prisoner Store Order Deliveries**

- a. Delivery hours are Monday – Thursday, 7:30 a.m. – 2:30 p.m. EST excluding observed State holidays.
- b. The Contractor must work in collaboration with the MDOC CCI to establish a delivery schedule.
- c. Delivery must be to all MDOC facilities as identified in Appendix B. The MDOC reserves the right to add or delete facilities without changing the scope of the Contract.
- d. The Contractor must provide deviations to delivery schedules within 30 days of delivery unless approved by the MDOC CCI.
- e. Delivery must be made by common carrier or Contractor's truck with dock level trucks and unloading performed by the common carrier/Contractor and carton(s) transported to the interior/ground floor inside the MDOC.
- f. Alternate methods of delivery must be approved by the facility supervisor.
- g. Marking information on boxes or bags must be printed in English, stamped and stenciled labeling, and must be water-fast, non-smearing, or a contrasting color, clear and readable.
- h. Boxes must weigh less than 50 pounds and must be clean and of adequate strength to provide protection and stacking strength.
- i. Shipments delivered to the MDOC facilities must be on four-way entry pallets or a cart approved by the MDOC facility. Pallets must be in good condition, with no broken boards or rails.
- j. Multiple packages may be banded or shrink-wrapped on a single pallet. Products must not exceed the pallet dimensions (40"x48"x60"H) with no overhang.
- k. The orders must arrive sorted and packaged in bulk according to the facilities housing units and secured until distributed to the prisoners by MDOC staff. The MDOC reserves the right to change order days and delivery days or times as needed.
- l. The Contractor must deliver the goods to the MDOC in a manner that ensures they are secure until they are distributed to the prisoners.
- m. All shipping costs are the responsibility of the Contractor. Any liability for loss or damage must remain with the Contractor until final inspection and acceptance passes to the MDOC.
- n. The delivery ticket must be in duplicate. All delivery tickets must be signed by MDOC personnel who have checked the order copy against the delivery ticket.



- o. Upon delivery, any order of the delivery may be pulled from the Contractor's delivery truck and inspected to ensure MDOC specifications have been met in all respects. Failure to meet any specification may mean rejection of the entire order at no cost to the MDOC. No changes in the requirements will be permitted without written authorization from the MDOC CCI.
- p. Upon notification of an order(s) that were shipped in error, the orders must be shipped back to the Contractor at the Contractor's expense. If such orders are not removed from the facility within 30 days of written notification, the MDOC reserves the right to dispose of them as abandoned items and must not be held liable for any cost or damages.
- q. Within 48 hours of notification by the MDOC of damaged orders or a shipping error, the Contractor must ship correct item(s) and issue a call tag and/or make arrangements to pick up incorrect item(s) at Contractor's expense.
- r. All vehicles entering a facility must be inspected before entry of the secure perimeter of a facility and must not have delivery items other than items for the facility receiving delivery, unless otherwise approved by the facility. All vehicles must leave the facility empty unless otherwise approved by the facility. All delivery drivers must be Law Enforcement Information Network (LEIN) cleared before entry to a facility or before delivery is allowed. The LEIN clearances must be completed at least 48 hours in advance of delivery. This is required if the delivery is made inside a correctional facility and is not required if the delivery is made to a warehouse location outside of the secure perimeter.
- s. The Contractor must work with each facility to recycle all cardboard and pallets. If a facility recycling program is not available, the Contractor must accept all cardboard and pallets on delivery trucks to be returned to the Contractor at no cost to the State.
- t. The Contractor must anticipate delays at any facility due to warehouse or sallyport staff coverage and security issues within that facility.

## 12. Prisoner Store Order Returns/Refunds

- a. Returns and damaged items will be documented by MDOC staff for refund purposes and a copy of the documentation will be sent to Contractor along with store items.
- b. Returns and damaged items will be boxed up and returned to Contractor for their records and disposal along with respective documentation.
- c. Refunds will be processed by the MDOC.

## 13. Recalls

- a. The Contractor must have a product recall program that provides for immediate notification to all MDOC facilities where the product has been received.
- b. The notification must not exceed 24 hours after the Contractor learns of the recall.
- c. The Contractor must pick up all products subject to recall and must either provide an MDOC approved replacement or a refund to the prisoner(s) who ordered the recalled items at no cost to the prisoner or MDOC.

## 14. Customer Service

- a. The Contractor must have experienced sales representatives who make personal visits to all MDOC facilities at least annually.
- b. The Contractor must receive orders by any of the following methods: electronically, telephone, facsimile transmission, or by written order. The Contractor must have internal controls, approved by the MDOC, to: (a) ensure only authorized individuals place orders; and (b) verify any orders MDOC identifies to be abnormal.



- c. The Contractor must have: (a) one or more knowledgeable individual(s) specifically assigned to State of Michigan accounts that will respond to State agency inquiries promptly; and (b) a statewide toll-free number for customer service calls. The toll free numbers are (Main #) 1-800-541-1700 or 1-800-864-5986. The Contractor must provide a method to ensure kiosks are repaired within 24 hours or provide for an alternate method for prisoners to place a commissary order. The Contractor must have a method to ensure prisoners are able to place a commissary order to ensure delivery 26 times per calendar year. The Contractor must not have a kiosk outage greater than 10% in a 30-day period. Failure to achieve this percentage each month will be handled as outlined in the Service Level Agreement (SLA).
- d. The Contractor must have an accessible technology services department with individuals specifically assigned to the Contract. The Contractor must provide a comprehensive technical support program to include support for friends and family orders, kiosk repair/replacement and other equipment repair/replacement. At a minimum this plan must include:
  - i. A toll-free telephone number or email address that is available 24/7/365.
  - ii. During business hours, technicians must be available to assist customers Monday - Friday, 6:00 a.m. – 7:00 p.m. EST.
  - iii. After business hours, technicians must be available to assist customers Monday - Friday, 7:00 p.m. – 6:00 a.m. and beginning on Fridays at 7:00 p.m. through Monday morning at 6:00 a.m. EST, including holidays.
  - iv. The Contractor must open a trouble ticket and provide a response to the caller within one hour of receipt of the call or email.
  - v. The Contractor must provide the location of the Customer Service Center and the Customer Service Center must be located in the Continental United States.
- e. The Contractor must provide the MDOC information regarding prisoner orders within three business days of request from the MDOC.

**15. Communication with Prisoners**

- a. The Contractor must respond to all prisoner correspondence within seven business days of receipt of the prisoner correspondence. The Contractor must provide the ability to respond to prisoner correspondence via the kiosk within 48 hours.

**16. Training**

- a. The Contractor must provide on-site training to at least one MDOC-designated person at each MDOC facility on ordering, receiving, shipping, returns/refunds, and availability of reports.
- b. The Contractor must provide both written and video training instructions for prisoners on the use of the kiosks.
- c. The Contractor must provide on-site training to MDOC-designated CFA Kinross and Jackson Business Office staff and Central Office staff to include ordering, receiving, shipping, and reports at no cost to the State. The Contractor must provide additional training as requested by the MDOC CCI.

**a. 18. Quality Control**

- a. The Contractor must have a written quality control program that ensures all manufacturers and suppliers have implemented current and effective quality control programs, have standard operating procedures, and use industry standard manufacturing practices.
- b. All manufacturers supplying product to the Contractor must have verifiable Hazard Analysis Critical Control Point (HACCP) programs in place at their manufacturing facilities.
- c. The Contractor must monitor the quality control programs of all suppliers and manufacturers, and must provide documentation to the MDOC upon request.





**1.030 Roles and Responsibilities**

**1.031 Contractor Staff, Roles, and Responsibilities**

The Contractor must appropriately staff their business to ensure all deliverables in this Contract are met.

The Contractor's team of Key Personnel must include a Project Manager; Customer Service Representative; and Information Technology Staff. Key personnel must not be removed from the Contract unless prior written approval has been received from the MDOC CCI. Key Personnel must be staffed and in place 30 days prior to the start of the Contract.

- a. Mr. Tim Nichols has been identified as the Project Manager- This position is the point of contact for the duration of this Contract. The person will be responsible for attending all required meetings and as required visit the facilities in Michigan to ensure the services required in this Contract are delivered appropriately. This position also is responsible for the development and adherence to policies and procedures and ensuring that all requirements and all issues are accomplished within the indicated timeframes in the Contract.

Tim Nichols, Regional Vice President  
 21848 Commerce Parkway Suite 100  
 Strongsville, OH 44149  
 1-800-541-1700

- b. Mr. Scott Conrath has been identified as the Customer Service Representative - This position is the primary point of contact for the MDOC related to issue resolution.

Scott Conrath, Account Manager, Southern Region  
 21848 Commerce Parkway Suite 100  
 Strongsville, OH 44149  
 1-800-541-1700

- c. Mr. Rob Sanders has been identified as the Information Technology Staff – This position is the point of contact for technology services for the MDOC.

Rob Sanders, Senior Technical Coordinator  
 10880 Linpage Place  
 St. Louis, MO 63132  
 314-919-4119

- d. Three teams of key personnel will be available for Contract performance. They will be physically located at the following locations:

Ohio based location and staff  
 21848 Commerce Parkway Suite 100  
 Strongsville, OH 44149

Tiim Nichols – Regional Vice President  
 Jerome Anderson – KCN Regional Manager  
 Scott Conrath –Account Manager, Southern Region  
 Ryan Legg – Account Manager, Northern Region  
 Sandy Maisak – Office Manager/Customer Service

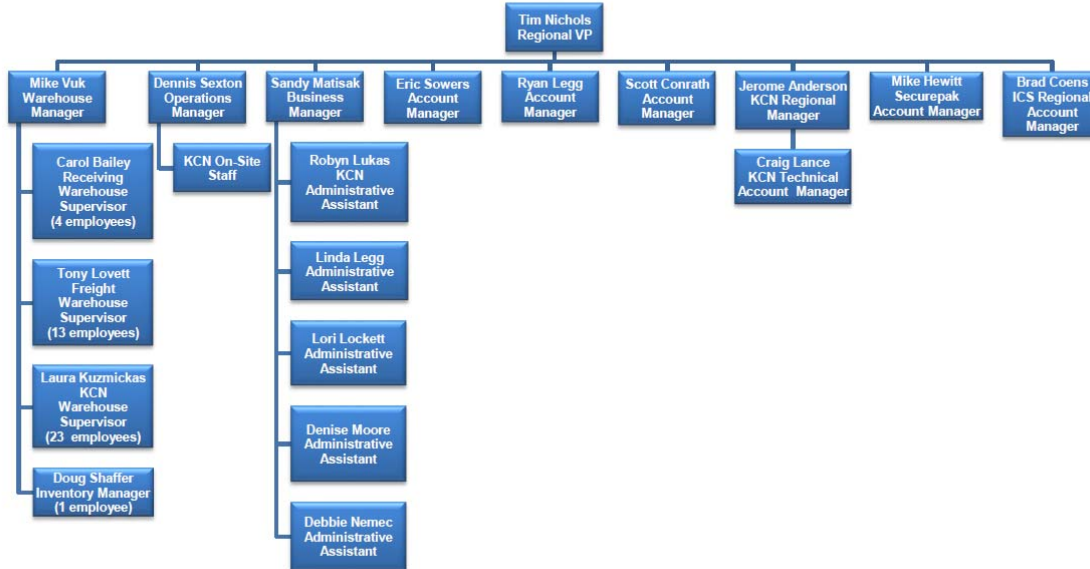
St. Louis, MO based location and staff  
 10880 Linpage Place  
 St. Louis, MO 63132

John Vitale – Vice President Technical Services  
 Tricia Boucher – Director of Technical Services  
 Elisa Pinkley – Project Manager  
 Mark Brown – Manager of Systems Support  
 Rob Sanders – KCN Systems Support Assistant Manager/Senior Technical Coordinator  
 Angie Danson – KCN Senior Systems Project Coordinator





# OHIO



e. Background Checks/Drug and Alcohol Screening

1. All Contracted employees are subject to a pre-employment criminal background check, pre-employment drug and alcohol screening, and random drug and alcohol screening in compliance with applicable State and Federal laws which will be conducted at the Contractor’s expense. Contractor and subcontractor employees are prohibited from: consuming alcohol while on duty, being on duty with alcohol or drugs present in the employee’s system/body fluids, refusing to submit to a required drug or alcohol test, or to interfere with any testing procedure or tamper with any test sample.

Pre-employment criminal background checks and pre-employment drug and alcohol screenings must be completed by the Contractor and subcontractor(s) for all employees assigned to this Contract, and in compliance with applicable State and Federal laws, rules, and regulations. Test results, along with proof of consent, must be maintained in the employee file in a secure area at MDOC.

Random drug and alcohol screening must be completed by the Contractor and subcontractor(s) for two percent of its employees working under the Contract on a monthly basis. Results must be provided to the MDOC CCI, Project Manager or designee, and maintained in individual employee files maintained at MDOC. Any employee with a positive result from any drug or alcohol test will not be permitted to work under the Contract.

Reasonable suspicion testing will be required by the Contractor and subcontractor(s) if there is suspicion that the Contracted employee has violated the prohibited drug and alcohol statement above. If MDOC has reasonable suspicion to believe that any employee of the Contractor or subcontractor is under the influence of drugs or alcohol during the course of work under the Contract, he or she will be subject to immediate removal from the premises. Any employee with a positive result from any drug or alcohol test will be prohibited from working under the Contract to deliver to the MDOC.



Post-accident testing will be required by the Contractor and subcontractor(s) if there is evidence that a Contracted employee or employees may have caused or contributed to a serious work accident. A serious work accident is any accident that contributed or caused injury to person or property. Any employee with a positive result from any drug or alcohol test will be prohibited from working at MDOC under the Contract.

Pre-employment criminal background checks must be completed by the Contractor and subcontractor(s) for all employees assigned to the Contract and entering onto MDOC property/facilities.

All Contractor and subcontractor(s) employees must comply with all applicable State and Federal laws, rules and regulations, while working on site at MDOC at all times.

The MDOC will investigate, including a LEIN check, the Contractor's/subcontractor's personnel before they may have access to MDOC facilities and systems. The scope of the background check is at the discretion of the MDOC and the results will be used to determine Contractor/subcontractor personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor/subcontractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work.

2. The MDOC reserves the right to deny access to any facility to any Contractor(s)/subcontractor(s) staff member or subcontractor who fails to comply with any applicable State, Federal or local law, ordinance or regulation or whose presence may compromise the security of the facility, its members, or staff.

#### **1.040 Project Plan**

##### **1.041 Project Plan Management**

###### **A. Transition Plan**

Within 10 calendar days of the Contract award, the Contractor must submit a revised, expanded, detailed narrative of their Transition Plan to the MDOC CCI. The Contractor must continue to revise the Transition Plan and submit to the MDOC CCI on, no less than, a monthly basis until all items have been successfully implemented, per the MDOC CCI's input on progression of, or acceptance of each item.

**Transition Period** is that initial period of time commencing on the Contract start date while the Contractor is training its employees and ending on the date the Contractor assumes control over the store operations of the facility. During the Transition Period, there will be no billing submitted by the Contractor nor any payments made by the MDOC to the Contractor. Upon Contract signing by both parties and contract execution, the Contractor must commence a 90-day Transition Period (or as agreed upon by the MDOC) to the actual services rendered date. **The Project Manager must be onsite in Michigan throughout the transition period to ensure all issues are addressed and resolved.** The parties must mutually agree in writing to the termination date of the Transition Period. All fiber cabling remains the property of the MDOC.

1. The Contractor's Transition Plan must ensure they work in partnership with the State of Michigan to deliver uninterrupted prisoner store services, including infrastructure of systems and staffing. The Contractor is responsible for a customized plan of action to ensure a seamless transition in all aspects of contracted services. To accomplish this, the Contractor activities must include, but are not limited to, the following:
  - a. Conduct regular, scheduled communication with key MDOC and subcontractor personnel and specialty service providers.
  - b. Deployment of Contract and transition management teams.
  - c. Delivery schedule including alternate plan for State holidays.



- d. Network and IT infrastructure activities must be pre-approved by DTMB prior to installation.
  - e. Computer interface and system management.
  - f. Training plan for staff and prisoners.
  - g. Documentation and data collection.
  - h. Staffing plan.
  - i. Implementation of the Contractor's implementation and checklist (in addition to the MDOC Start Up Plan activities) and transition tasks.
  - j. Post-implementation review.
  - k. Jointly review all Contract attachments and appendices, and adjust if needed.
  - l. Emergency contingency plan for delivery of services.
- B. **Post-Implementation Review** – The Contractor must conduct a post-implementation survey process to provide an internal evaluation and assessment of the program implementation approximately 90 days after the actual services rendered date. The post-implementation survey must include items relative to all important start up activities and compliance with key Contract provisions, and mutually agreed by the MDOC CCI and the Contractor. The Contractor's survey team must visit each geographic region and review accomplishments, opportunities for improvement and compliance with the Start-Up / transition checklist and key Contract provisions. Survey results must be submitted to the MDOC CCI.
- C. **Contract Closeout Plan** – The Contractor must provide a closeout plan for the closure of the Contract due to Contract expiration or termination.

**1.042 Reports**

The Contractor must provide the following monthly reports no later than the 5<sup>th</sup> business day of the following month. These reports must be available online or sent via a secure Contractor network that is accessed by approved MDOC staff. The MDOC requires the Contractor to modify existing reports as requested within seven days of the request and create new reports within 14 days unless otherwise approved by the MDOC CCI. This list is not all inclusive and other investigative reports must be made available as requested by MDOC.

- a. Prisoner store sale report to include itemized purchases by commodity, facility, prisoner name and ID number, order number, etc.
  - b. Friends and Family order information must be available by order number, name, prisoner name and prisoner ID number, credit card number, etc.
  - c. Delivery compliance reports.
  - d. Service compliance reports.
  - e. Annual and monthly sales reports by facility.
  - f. Security reports for investigations.
  - g. Refund/returns.
  - h. Indigent sales, report to include itemized purchases by commodity, facility, prisoner name, prisoner number, order number, etc.
  - i. Sales tax imposed, collected, and remitted.
  - j. Customer and prisoner correspondence report.
  - k. Inventory outage report.
  - l. Vending machine cards sales report.
  - m. Detailed monthly billing that includes the sales and commissions by item with a total.
  - n. Other reports as requested by the MDOC CCI.
  - o. Prisoner Grievance and Kite response reports
1. The Contractor must ensure the store ordering system will provide a report of filled orders that will include prisoner facility location information order total, refunds, returns and rejected orders. Orders must be able to be sorted by prisoner name, prisoner ID number, order date range, and facility.
  2. The Contractor must ensure a report is available indicating both a total and an itemized listing of the orders dollar amount, refunds or returns and rejected orders.



3. All reports must allow for sorting by facility and prisoner name and ID number.
4. The Contractor's system must have reports available to: analyze and compile monthly and annual prisoner and facility purchases with applicable sales tax itemized, and sales commissions by facility.
5. Search capabilities by prisoner name and ID number, purchases using a date range, facility purchases, or order numbers are required.

#### **1.050 Acceptance**

##### **1.051 Criteria**

The following criteria will be used by the State to determine Acceptance of the Services or Deliverables provided under this Contract:

1. The MDOC will consider the Transition Plan milestones accomplished upon MDOC acceptance and written approval of each individual milestone consistent with MDOC Policy and Procedure and as outlined in the requirements of the Contract. The Contractor must submit to the MDOC CCI their revised, detailed Transition Plan, including timing of milestones, no later than 10 days after the Contract award date. The MDOC CCI will have 10 business days to review and make changes and recommendations to the plan, including timing of milestones. The Contractor will then have one week to finalize the plan. The final plan must be approved by the MDOC CCI within 30 days after to the Contract start date. The Transition Plan milestones include the following items below (the Contractor must submit detailed, final versions for MDOC approval):
  - a. Access to Contractor system milestone will be accomplished when MDOC is able to access the electronic system for inquiry and for functionality testing.
  - b. Prisoner store ordering via kiosks milestone will be accomplished when each housing unit has a minimum of two kiosks functioning for general population prisoners and an MDOC approved method is functioning for all other prisoners. The kiosks will be tested for functionality required in the Contract before this milestone is accepted.
  - c. Prisoner store order packaging milestone will be accomplished when a sample box and bag is approved as meeting all of the Contract requirements.
  - d. Prisoner store items milestone will be accomplished when the Contractor provides the MDOC with no less than 400 store items and the listing is approved by MDOC. Additionally, when procedures established for returns, refunds, credits, recalls, etc. have been approved by the MDOC.
  - e. Friends and Family packaging milestone will be accomplished when a system for friends and family to order is successfully tested and approved by MDOC.
  - f. Delivery milestone will be accomplished when a delivery schedule is approved by the MDOC for each facility.
  - g. Reports milestone will be accomplished when the Contractor submits sample reports to the MDOC and receives written approval from the MDOC.
  - h. Customer service milestone will be accomplished when the customer service number is provided and tested and when a kiosk repair process is submitted and approved by the MDOC.
  - i. Staffing plan milestone will be accomplished when the Contractor provides the staffing plan and organization chart to the MDOC and is approved.



- i. Communication with prisoners and friends/family milestone will be accomplished when a written process is submitted and approved by the MDOC.
- j. Training milestone will be accomplished when the Contractor provides training to at least one MDOC person per facility on the ordering, receiving, shipping, and reporting process.
- k. Quality Control milestone will be accomplished when the Contractor submits and receives approval for their Quality Control Program from the MDOC.

#### **1.052 Final Acceptance – Deleted / Not Applicable**

##### **1.060 Pricing**

##### **1.061 Pricing**

1. The Contractor is responsible for reporting the monthly commission on all sales made with the exception of vending machine cards sales, photo tickets and metered stamp envelopes.
2. General Compensation Factors  
Any other costs of doing business not addressed by this Contract are considered an incidental expense applicable to the Contractor and must be absorbed by the Contractor and not be billed to the MDOC.
3. The Contractor will not be reimbursed for any transition costs.
4. Service Level Agreements (SLAs)  
Contract SLAs and their related potential credits must be evaluated and assessed per the SLA. The State reserves the right to request any SLA credits be rendered by check, or applied to future invoice(s) as a credit.

For authorized Services and Price List, see Attachment A.

Contractor's out-of-pocket expenses are not separately reimbursable by the State unless, on a case-by-case basis for unusual expenses, the State has agreed in advance and in writing to reimburse Contractor for the expense at the State's current travel reimbursement rates. See [www.michigan.gov/dtmb](http://www.michigan.gov/dtmb) for current rates.

##### **1.062 Price Term**

Prices quoted are firm for the entire length of the Contract unless an exception noted in section 10a Product Pricing of this Contract applies. Commission rates are firm for the entire length of the Contract.

##### **1.063 Tax Excluded from Price - Deleted / Not Applicable**

##### **1.064 Holdback - Deleted / Not Applicable**

##### **1.065 Invoicing and Payment**

- a. Monthly invoice must be submitted to the MDOC within 20 calendar days from the close of the previous month.
- b. All monthly invoices to the MDOC must include (a) month for billing; (b) facility name; (c) prisoner name; (d) prisoner number; (e) prisoner's individual order amount; (f) prisoner's individual order receipt number; (g) returns/refunds; (h) non-commission sales; (i) and sales tax.
- c. Contractor must provide an invoice for each facility and a summary of all facility invoice amounts.



### 1.070 Additional Requirements

#### **1.071 Additional Terms and Conditions Specific to this Contract**

1. Brand or trade names referred to herein are for identification purposes only, and do not limit the Contractor to such brands unless specifically required, provided alternates offered must be equal in quality and function to those specified.
2. The State reserves the right to also purchase services specified in this Contract from third parties with no prior notice. The State does not have specific plans to purchase from third parties, but reserves the right, per risk mitigation strategies, to ensure continuity of prisoner store services.
3. If all functions of the Contractor system are not available on the actual services render date, the liquidated damages in Section 2.243 may be applied unless otherwise approved by the MDOC CCI.
4. The Contractor must remove and recycle all packaging materials used in the transport of the store goods to MDOC facilities. If the Contractor fails to remove the recycling from the MDOC facilities within two weeks, the Contractor understands it will be responsible for reimbursing MDOC for all costs associated with the removal of the recycling materials from the facility. This includes, but is not limited to, salary and wage, vehicle transportation costs, and any fees paid to another vendor to pick up recycling and any fee for recycling.
5. The Contractor must perform start up activities necessary to enable the Contractor to begin performance of Contract activities at the Contract start date. The Contractor acknowledges that no compensation will be paid to the Contractor during the startup period.
6. The Contractor must comply with all State, Federal, and local laws and regulations; applicable consent decrees, court orders and Michigan Attorney General opinions, ACA and CARF standards, MDOC Policy Directives, Director's Office Memorandums, and Operating Procedures. Current versions all MDOC documents above can be requested from the MDOC CCI.
7. Environmental Requirements
  - a. The State prefers to purchase products that impact the environment less than competing products. Environmental components that may be considered include: recycled content, recyclability, and the presence of undesirable materials in the products, especially persistent, bioaccumulative, and toxic chemicals.
  - b. Recycled Content and Recyclability
    - (1) **Deliverable(s)**. Without compromising performance or quality, the State prefers deliverable(s) containing higher percentages of recycled materials.
    - (2) **Packaging**. The State prefers packaging materials that:
      - (i) are made from recycled content that meets or exceeds all State and Federal recycled content guidelines (currently 35% post-consumer for all corrugated cardboard);
      - (ii) minimize or eliminate the use of polystyrene and other difficult to recycle materials;
      - (iii) minimize or eliminate the use of packaging and containers or, in the alternative, minimize or eliminate the use of non-recyclable packaging and containers;
      - (iv) provide for a return program where packaging can be returned to a specific location for recycling at no cost to the State;
      - (v) contain materials that are easily recyclable in Michigan.
8. Prison Rape Elimination Act (PREA) of 2003  
Public Law 108-79, Sept. 4, 2003  
The Contractor must comply with the Federal Register and the MDOC Prison Rape Elimination Act, 28 CFR Part 115, Prevention Plan. The Contractor must immediately refer any allegations or forms of sexual abuse or sexual harassment (staff-on-prisoner and prisoner-on-prisoner) to the MDOC Contract Compliance Inspector in writing. The Contractor must ensure compliance with the National





Standards to Prevent, Detect and Respond to Prison Rape, effective August 20, 2012 at <http://www.gpo.gov/fdsys/pkg/FR-2012-06-20/pdf/2012-12427.pdf>. See attached PREA standards (Appendix C). If the Contractor does not abide by these standards, it will be considered a breach of Contract.

- b. The MDOC reserves the right to cancel the Contract if the Contractor fails to follow the requirements of Michigan Sales Tax Laws and related statutes regarding registration and certification and collection of sales and use tax.



## **Article 2, Terms and Conditions**

### **2.000 Contract Structure and Term**

#### **2.001 Contract Term**

The Contract is for a period of three years and 92 days (transition period) beginning July 1, 2015 through September 30, 2018. All outstanding Purchase Orders must also expire upon the termination (cancellation for any of the reasons listed in **Section 2.150**) of the Contract, unless otherwise extended under the Contract. Absent an early termination for any reason, Purchase Orders issued but not expired by the end of the Contract's stated term, will remain in effect for the balance of the fiscal year for which they were issued.

#### **2.002 Options to Renew**

The Contract may be renewed in writing by mutual agreement of the parties not less than 30 days before its expiration. The Contract may be renewed for up to two additional one-year periods.

#### **2.003 Legal Effect**

Contractor must show acceptance of the Contract by signing two copies of the Contract and returning them to the Contract Administrator. The Contractor must not proceed with the performance of the work to be done under the Contract, including the purchase of necessary materials, until both parties have signed the Contract to show acceptance of its terms, and the Contractor receives a Contract release/purchase order that authorizes and defines specific performance requirements.

Except as otherwise agreed in writing by the parties, the State assumes no liability for costs incurred by Contractor or payment under the Contract, until Contractor is notified in writing that the Contract (or Change Order) has been approved by the State Administrative Board (if required), approved and signed by all the parties, and a Purchase Order against the Contract has been issued.

#### **2.004 Attachments & Exhibits**

All Attachments and Exhibits affixed to any and all Statement(s) of Work, or appended to or referencing the Contract, are incorporated in their entirety and form part of the Contract.

#### **2.005 Ordering – Deleted / Not Applicable**

**2.006 Order of Precedence** – In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.

#### **2.007 Headings**

Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of the Contract.

#### **2.008 Form, Function & Utility**

If the Contract is for use of more than one State agency and if the Deliverable/Service does not meet the form, function, and utility required by that State agency, that agency may, subject to State purchasing policies, procure the Deliverable/Service from another source.

#### **2.009 Reformation and Severability**

Each provision of the Contract is severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract remain in full force and effect.

#### **2.010 Consents and Approvals**

Except as expressly provided otherwise in the Contract, if either party requires the consent or approval of the other party for the taking of any action under the Contract, the consent or approval must be in writing and must not be unreasonably withheld or delayed.

**2.011 No Waiver of Default**

If a party fails to insist upon strict adherence to any term of the Contract then the party has not waived the right to later insist upon strict adherence to that term, or any other term, of the Contract.

**2.012 Survival**

Any provisions of the Contract that impose continuing obligations on the parties, including without limitation the parties' respective warranty, indemnity and confidentiality obligations, survive the expiration or termination of the Contract for any reason. Specific references to survival in the Contract are solely for identification purposes and not meant to limit or prevent the survival of any other section.

**2.020 Contract Administration****2.021 Issuing Office**

The Contract is issued by the Department of Technology, Management and Budget, DTMB-Procurement and the MDOC (collectively, including all other relevant State of Michigan departments and agencies, the "State"). DTMB-Procurement is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. DTMB-Procurement **is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and conditions of the Contract.** The Contractor Administrator within DTMB-Procurement for the Contract is:

Brandon Samuel, Buyer Specialist  
Procurement  
Department of Technology Management and Budget  
Constitution Hall – 1<sup>st</sup> Floor  
PO Box 30026  
Lansing, MI 48909  
Email: [SamuelB@michigan.gov](mailto:SamuelB@michigan.gov)  
Telephone: 517-284-7025

**2.022 MDOC Contract Compliance Inspector**

After DTMB-Procurement receives the properly executed Contract, it is anticipated that the Chief Procurement Officer of DTMB-Procurement, in consultation with the MDOC, will direct the person named below, or any other person so designated, to monitor and coordinate the activities for the Contract on a day-to-day basis during its term. However, monitoring of the Contract implies **no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions and specifications of the Contract as that authority is retained by DTMB-Procurement.** The CCI for the Contract is:

Paul Slagter, Administrative Assistant  
Correctional Facilities Administration  
Michigan Department of Corrections  
P.O. Box 30003  
Lansing, MI 48933  
Telephone: 517-241-7796  
Facsimile: 517-373-3882  
Email: [Slagterp@michigan.gov](mailto:Slagterp@michigan.gov)

**2.023 MDOC Project Managers**

The following individuals will oversee the project:

Cindy Dodds-Dugan, CFA Kinross Office Business Manager  
Correctional Facilities Administration  
Michigan Department of Corrections  
16770 South Water Tower Drive  
Kincheloe, MI 49788  
Telephone: 906-495-2282, Ext. 242  
Facsimile: 906-495-1072  
Email: [Dodds-DuganC@michigan.gov](mailto:Dodds-DuganC@michigan.gov)



Eames Groenleer, CFA Jackson Office Business Manager  
Correctional Facilities Administration  
Michigan Department of Corrections  
4000 Cooper Street  
Jackson, MI 49201  
Telephone: 517-780-6076  
Facsimile: 517-780-6599  
Email: Groenleere@michigan.gov

#### **2.024 Change Requests**

The State reserves the right to request, from time to time, any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract. During the course of ordinary business, it may become necessary for the State to discontinue certain business practices or create Additional Services/Deliverables. At a minimum, to the extent applicable, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

If the Contractor does not so notify the State, the Contractor has no right to claim thereafter that it is entitled to additional compensation for performing that service or providing that deliverable.

Change Requests:

- (a) By giving Contractor written notice within a reasonable time, the State must be entitled to accept a Contractor proposal for Change, to reject it, or to reach another agreement with Contractor. Should the parties agree on carrying out a Change, a written Contract Change Notice must be prepared and issued under the Contract, describing the Change and its effects on the Services and any affected components of the Contract (a "Contract Change Notice").
- (b) No proposed Change may be performed until the proposed Change has been specified in a duly executed Contract Change Notice issued by the DTMB-Procurement.
- (c) If the State requests or directs the Contractor to perform any activities that Contractor believes constitute a Change, the Contractor must notify the State that it believes the requested activities are a Change before beginning to work on the requested activities. If the Contractor fails to notify the State before beginning to work on the requested activities, then the Contractor waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Contractor commences performing work outside the scope of the Contract and then ceases performing that work, the Contractor must, at the request of the State, retract any out-of-scope work that would adversely affect the Contract.

#### **2.025 Notices**

Any notice given to a party under the Contract must be deemed effective, if addressed to the State contact as noted in Section 2.021 and the Contractor's contact as noted on the cover page of the contract, upon:  
(i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this Section; (iii) the third Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

Either party may change its address where notices are to be sent by giving notice according to this Section.

#### **2.026 Binding Commitments**

Representatives of Contractor must have the authority to make binding commitments on Contractor's behalf within the bounds set forth in the Contract. Contractor may change the representatives from time to time upon written notice.

#### **2.027 Relationship of the Parties**

The relationship between the State and Contractor is that of client and independent contractor. No agent, employee, or servant of Contractor or any of its Subcontractors must be deemed to be an employee, agent or servant of the State for any reason. Contractor is solely and entirely responsible for its acts and the acts of its agents, employees, servants and Subcontractors during the performance of the Contract.

**2.028 Covenant of Good Faith**

Each party must act reasonably and in good faith. Unless stated otherwise in the Contract, the parties must not unreasonably delay, condition, or withhold the giving of any consent, decision, or approval that is either requested or reasonably required of them in order for the other party to perform its responsibilities under the Contract.

**2.029 Assignments**

(a) Neither party may assign the Contract, or assign or delegate any of its duties or obligations under the Contract, to any other party (whether by operation of law or otherwise), without the prior written consent of the other party; provided, however, that the State may assign the Contract to any other State agency, department, division or department without the prior consent of Contractor and Contractor may assign the Contract to an affiliate so long as the affiliate is adequately capitalized and can provide adequate assurances that the affiliate can perform the requirements of the Contract. The State may withhold consent from proposed assignments, subcontracts, or novations when the transfer of responsibility would operate to decrease the State's likelihood of receiving performance on the Contract or the State's ability to recover damages.

(b) Contractor may not, without the prior written approval of the State, assign its right to receive payments due under the Contract. If the State permits an assignment, the Contractor is not relieved of its responsibility to perform any of its contractual duties, and the requirement under the Contract that all payments must be made to one entity continues.

(c) If the Contractor intends to assign the Contract or any of the Contractor's rights or duties under the Contract, the Contractor must notify the State in writing at least 90 days before the assignment. The Contractor also must provide the State with adequate information about the assignee within a reasonable amount of time before the assignment for the State to determine whether to approve the assignment.

**2.030 General Provisions****2.031 Media Releases**

News releases (including promotional literature and commercial advertisements) pertaining to the RFP and Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the activities associated with the RFP and Contract are to be released without prior written approval of the State and then only to persons designated.

**2.032 Contract Distribution**

DTMB-Procurement retains the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by DTMB-Procurement.

**2.033 Permits**

Contractor must obtain and pay any associated costs for all required governmental permits, licenses and approvals for the delivery, installation and performance of the Services. The State must pay for all costs and expenses incurred in obtaining and maintaining any necessary easements or right of way.

**2.034 Website Incorporation**

The State is not bound by any content on the Contractor's website, even if the Contractor's documentation specifically referenced that content and attempts to incorporate it into any other communication, unless the State has actual knowledge of the content and has expressly agreed to be bound by it in a writing that has been manually signed by an authorized representative of the State.

**2.035 Future Bidding Preclusion**

Contractor acknowledges that, to the extent the Contract involves the creation, research, investigation or generation of a future RFP, it may be precluded from bidding on the subsequent RFP. The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Contractor, or as a Contractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP

**2.036 Freedom of Information**

All information in any proposal submitted to the State by Contractor and the Contract is subject to the provisions of the Michigan Freedom of Information Act, 1976 PA 442, MCL 15.231, *et seq* (the "FOIA").

**2.037 Disaster Recovery**

Contractor and the State recognize that the State provides essential services in times of natural or man-made disasters. Therefore, except as so mandated by Federal disaster response requirements, Contractor personnel dedicated to providing Services/Deliverables under the Contract must provide the State with priority service for repair and work around in the event of a natural or man-made disaster.

**2.040 Financial Provisions****2.041 Fixed Prices for Services/Deliverables**

Each statement of Work under the Contract must specify (or indicate by reference to the appropriate Attachment / Exhibit) the firm, fixed prices for all Services/Deliverables.

**2.042 Adjustments for Reductions in Scope of Services/Deliverables – Deleted / Not Applicable****2.043 Services/Deliverables Covered**

For all Services/Deliverables to be provided by Contractor (and its Subcontractors, if any) under the Contract, the State must not be obligated to pay any amounts in addition to the charges specified in the Contract.

**2.044 Invoicing and Payment – In General**

(a) Each Statement of Work issued under the Contract must list (or indicate by reference to the appropriate Contract Exhibit) the prices for all Services/Deliverables, equipment and commodities to be provided, and the associated payment milestones and payment amounts.

(b) Each Contractor invoice must show details as to charges by Service/Deliverable component and location at a level of detail reasonably necessary to satisfy the State's accounting and charge-back requirements. Invoices for Services performed on a time and materials basis must show, for each individual, the number of hours of Services performed during the billing period, the billable skill/labor category for such person and the applicable hourly billing rate.

(c) Correct invoices will be due and payable by the State, in accordance with the State's standard payment procedure as specified in 1984 PA 279, MCL 17.51 *et seq.*, within 45 days after receipt, provided the State determines that the invoice was properly rendered.

**2.045 Pro-ration**

To the extent there are any Services that are to be paid for on a monthly basis, the cost of such Services must be pro-rated for any partial month.

**2.046 Antitrust Assignment**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of the Contract.

**2.047 Final Payment**

The making of final payment by the State to Contractor does not constitute a waiver by either party of any rights or other claims as to the other party's continuing obligations under the Contract, nor will it constitute a waiver of any claims by one party against the other arising from unsettled claims or failure by a party to comply with the Contract, including claims for Services and Deliverables not reasonably known until after acceptance to be defective or substandard. Contractor's acceptance of final payment by the State under the Contract must constitute a waiver of all claims by Contractor against the State for payment under the Contract, other than those claims previously filed in writing on a timely basis and still unsettled.

**2.048 Electronic Payment Requirement**

Electronic transfer of funds is required for payments on State contracts. The Contractor must register with the State electronically at <http://www.cpexpress.state.mi.us>. As stated in 1984 PA 431, all contracts that the State enters into for the purchase of goods and services must provide that payment will be made by Electronic Fund Transfer (EFT).

**2.050 Taxes****2.051 Employment Taxes**

Contractors are expected to collect and pay all applicable federal, state, and local employment taxes.

**2.052 Sales and Use Taxes**

Contractors are required to be registered and to remit sales and use taxes on taxable sales of tangible personal property or services delivered into the State. Contractors that lack sufficient presence in Michigan to be required to register and pay tax must do so as a volunteer. This requirement extends to: (1) all members of any controlled group as defined in § 1563(a) of the Internal Revenue Code and applicable regulations of which the company is a member, and (2) all organizations under common control as defined in § 414(c) of the Internal Revenue Code and applicable regulations of which the company is a member that make sales at retail for delivery into the State are registered with the State for the collection and remittance of sales and use taxes. In applying treasury regulations defining "two or more trades or businesses under common control" the term "organization" means sole proprietorship, a partnership (as defined in § 701(a)(2) of the Internal Revenue Code), a trust, an estate, a corporation, or a limited liability company.

**2.060 Contract Management****2.061 Contractor Personnel Qualifications**

All persons assigned by Contractor to the performance of Services under the Contract must be employees of Contractor or its majority-owned (directly or indirectly, at any tier) subsidiaries (or a State-approved Subcontractor) and must be fully qualified to perform the work assigned to them. Contractor must include a similar provision in any subcontract entered into with a Subcontractor. For the purposes of the Contract, independent contractors engaged by Contractor solely in a staff augmentation role must be treated by the State as if they were employees of Contractor for the Contract only; however, the State understands that the relationship between Contractor and Subcontractor is an independent contractor relationship.

**2.062 Contractor Key Personnel**

- (a) The Contractor must provide the CCI with the names of the Key Personnel.
- (b) Key Personnel must be dedicated as defined in the Statement of Work to the Project for its duration in the applicable Statement of Work with respect to other individuals designated as Key Personnel for that Statement of Work.
- (c) The State reserves the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor must notify the State of the proposed assignment, must introduce the individual to the appropriate State representatives, and must provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State must provide a written explanation including reasonable detail outlining the reasons for the rejection.
- (d) Contractor must not remove any Key Personnel from their assigned roles on the Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("Unauthorized Removal"). Unauthorized Removals does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation or for cause termination of the Key Personnel's employment. Unauthorized Removals does not include replacing Key Personnel because of promotions or other job movements allowed by Contractor personnel policies or



Collective Bargaining Agreement(s) as long as the State receives prior written notice before shadowing occurs and Contractor provides 30 days of shadowing unless parties agree to a different time period. The Contractor with the State must review any Key Personnel replacements and appropriate transition planning must be established. Any Unauthorized Removal may be considered by the State to be a material breach of the Contract, in respect of which the State may elect to exercise its termination and cancellation rights.

(e) The Contractor must notify the Contract Compliance Inspector and the Contract Administrator at least ten business days before redeploying non-Key Personnel, who are dedicated primarily to the Project, to other projects. If the State does not object to the redeployment by its scheduled date, the Contractor may then redeploy the non-Key Personnel.

(f) Liquidated damages may be assessed by the State for Unauthorized Removal as provided in Section 2.243, Liquidated Damages.

### **2.063 Re-assignment of Personnel at the State's Request**

The State reserves the right to require the removal from the Project of Contractor personnel found, in the judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed personnel, the State agrees to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any incident with removed personnel results in delay not reasonably anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Service will not be counted for a time as agreed to by the parties.

### **2.064 Contractor Personnel Location**

All staff assigned by Contractor to work on the Contract must perform their duties either primarily at Contractor's offices and facilities or at State facilities. Without limiting the generality of the foregoing, Key Personnel must, at a minimum, spend at least the amount of time on-site at State facilities as indicated in the applicable Statement of Work. Subject to availability, selected Contractor personnel may be assigned office space to be shared with State personnel.

### **2.065 Contractor Identification**

Contractor employees must be clearly identifiable while on State property by wearing a State-issued badge, as required. Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with State personnel by telephone or other means.

### **2.066 Cooperation with Third Parties**

Contractor must cause its personnel and the personnel of any Subcontractors to cooperate with the State and its agents and other contractors including the State's Quality Assurance personnel. The Contractor must provide to the State's agents and other contractors reasonable access to Contractor's Project personnel, systems and facilities to the extent the access relates to activities specifically associated with the Contract and will not interfere or jeopardize the safety or operation of the systems or facilities.

### **2.067 Contractor Return of State Equipment/Resources**

The Contractor must return to the State any State-furnished equipment, facilities, and other resources when no longer required for the Contract in the same condition as when provided by the State, reasonable wear and tear excepted.

### **2.068 Contract Management Responsibilities**

The Contractor must assume responsibility for all contractual activities, whether or not that Contractor performs them. Further, the State considers the Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Contract. If any part of the work is to be subcontracted, the Contract must include a list of Subcontractors, including firm name and address, contact person and a complete description of work to be subcontracted. The State reserves the right to approve Subcontractors and to require the Contractor to replace Subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the Subcontractor to all





provisions of the Contract. Any change in Subcontractors must be approved by the State, in writing, prior to such change.

### **2.070 Subcontracting by Contractor**

#### **2.071 Contractor Full Responsibility**

Contractor has full responsibility for the successful performance and completion of all of the Services and Deliverables. The State will consider Contractor to be the sole point of contact with regard to all contractual matters under the Contract, including payment of any and all charges for Services and Deliverables.

#### **2.072 State Consent to Delegation**

Contractor must not delegate any duties under the Contract to a Subcontractor unless the DTMB-Procurement has given written consent to such delegation. The State reserves the right of prior written approval of all Subcontractors and to require Contractor to replace any Subcontractors found, in the reasonable judgment of the State, to be unacceptable. The State's request must be written with reasonable detail outlining the reasons for the removal request. Additionally, the State's request must be based on legitimate, good-faith reasons. Replacement Subcontractor(s) for the removed Subcontractor must be fully qualified for the position. If the State exercises this right, and the Contractor cannot immediately replace the removed Subcontractor, the State will agree to an equitable adjustment in schedule or other terms that may be affected by the State's required removal. If any such incident with a removed Subcontractor results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLA for the affected Work will not be counted for a time agreed upon by the parties.

#### **2.073 Subcontractor Bound to Contract**

In any subcontracts entered into by Contractor for the performance of the Services, Contractor must require the Subcontractor, to the extent of the Services to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract and to assume toward Contractor all of the obligations and responsibilities that Contractor, by the Contract, assumes toward the State. The State reserves the right to receive copies of and review all subcontracts, although Contractor may delete or mask any proprietary information, including pricing, contained in such contracts before providing them to the State. The management of any Subcontractor is the responsibility of Contractor, and Contractor must remain responsible for the performance of its Subcontractors to the same extent as if Contractor had not subcontracted such performance. Contractor must make all payments to Subcontractors or suppliers of Contractor. Except as otherwise agreed in writing by the State and Contractor, the State will not be obligated to direct payments for the Services other than to Contractor. The State's written approval of any Subcontractor engaged by Contractor to perform any obligation under the Contract will not relieve Contractor of any obligations or performance required under the Contract.

#### **2.074 Flow Down**

Except where specifically approved in writing by the State on a case-by-case basis, Contractor must flow down the obligations in **Sections 2.031, 2.060, 2.100, 2.110, 2.120, 2.130, 2.200** in all of its agreements with any Subcontractors.

#### **2.075 Competitive Selection**

The Contractor must select Subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the Contract.

### **2.080 State Responsibilities**

#### **2.081 Equipment**

The State must provide only the equipment and resources identified in the Statements of Work and other Contract Exhibits.

#### **2.082 Facilities**

The State must designate space as long as it is available and as provided in the Statement of Work, to house the Contractor's personnel whom the parties agree will perform the Services/Deliverables at State facilities (collectively, the "State Facilities"). The Contractor must have reasonable access to, and, unless



agreed otherwise by the parties in writing, must observe and comply with all rules and regulations relating to each of the State Facilities (including hours of operation) used by the Contractor in the course of providing the Services. Contractor must not, without the prior written consent of the State, use any State Facilities or access any State information systems provided for the Contractor's use, or to which the Contractor otherwise gains access in the course of performing the Services, for any purpose other than providing the Services to the State.

## **2.090 Security**

### **2.091 Background Checks**

On a case-by-case basis, the State may investigate the Contractor's personnel before they may have access to State facilities and systems. The scope of the background check is at the discretion of the State and the results will be used to determine Contractor personnel eligibility for working within State facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and may include the National Crime Information Center (NCIC) Finger Prints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Finger Print Check. Any request for background checks will be initiated by the State and will be reasonably related to the type of work requested.

### **2.092 Security Breach Notification**

If the Contractor breaches this Section, the Contractor must (i) promptly cure any deficiencies and (ii) comply with any applicable federal and state laws and regulations pertaining to unauthorized disclosures. Contractor and the State will cooperate to mitigate the effects of any breach, intrusion, or unauthorized use or disclosure. Contractor must report to the State, in writing, any use or disclosure of Confidential Information, whether suspected or actual, other than as provided for by the Contract immediately after becoming aware of the use or disclosure or the shorter time period as is reasonable under the circumstances.

### **2.093 PCI Data Security Standard**

(a) Contractors that process, transmit or store credit/debit cardholder data, must adhere to the Payment Card Industry (PCI) Data Security Standards. The Contractor is responsible for the security of cardholder data in its possession. The data may only be used to assist the State or for other uses specifically authorized by law.

(b) The Contractor must notify the CCI (within 72 hours of discovery) of any breaches in security where cardholder data has been compromised. In that event, the Contractor must provide full cooperation to the Visa, MasterCard, Discover and state Acquirer representative(s), and/or a PCI approved third party to conduct a thorough security review. The Contractor must make the forensic report available within two weeks of completion. The review must validate compliance with the current PCI Data Security Standards for protecting cardholder data.

(c) The Contractor must properly dispose of cardholder data, in compliance with DTMB policy, when it is no longer needed. The Contractor must continue to treat cardholder data as confidential upon contract termination.

(d) The Contractor must provide the CCI with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standards. The Contractor must notify the CCI of all failures to comply with the PCI Data Security Standard.

## **2.100 Confidentiality**

### **2.101 Confidentiality**

Contractor and the State each acknowledge that the other possesses, and will continue to possess, confidential information that has been developed or received by it. As used in this Section, "Confidential Information" of Contractor must mean all non-public proprietary information of Contractor (other than Confidential Information of the State as defined below) which is marked confidential, restricted, proprietary, or with a similar designation. "Confidential Information" of the State must mean any information which is retained in confidence by the State (or otherwise required to be held in confidence by the State under



applicable federal, state and local laws and regulations) or which, in the case of tangible materials provided to Contractor by the State under its performance under the Contract, is marked as confidential, proprietary, or with a similar designation by the State. "Confidential Information" excludes any information (including the Contract) that is publicly available under the Michigan FOIA.

### **2.102 Protection and Destruction of Confidential Information**

The State and Contractor must each use at least the same degree of care to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication, or dissemination of its own confidential information of like character, but in no event less than reasonable care. Neither Contractor nor the State will (i) make any use of the Confidential Information of the other except as contemplated by the Contract, (ii) acquire any right in or assert any lien against the Confidential Information of the other, or (iii) if requested to do so, refuse for any reason to promptly return the other party's Confidential Information to the other party. Each party must limit disclosure of the other party's Confidential Information to employees and Subcontractors who must have access to fulfill the purposes of the Contract. Disclosure to, and use by, a Subcontractor is permissible where (A) use of a Subcontractor is authorized under the Contract, (B) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Subcontractor's scope of responsibility, and (C) Contractor obligates the Subcontractor in a written Contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor and of any Subcontractor having access or continued access to the State's Confidential Information may be required to execute an acknowledgment that the employee has been advised of Contractor's and the Subcontractor's obligations under this Section and of the employee's obligation to Contractor or Subcontractor, as the case may be, to protect the Confidential Information from unauthorized use or disclosure.

Promptly upon termination or cancellation of the Contract for any reason, Contractor must certify to the State that Contractor has destroyed all State Confidential Information.

### **2.103 Exclusions**

Notwithstanding the foregoing, the provisions of **Section 2.100** will not apply to any particular information which the State or Contractor can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving party; (iii) was in the possession of the receiving party at the time of disclosure to it without an obligation of confidentiality; (iv) was received after disclosure to it from a third party who had a lawful right to disclose the information to it without any obligation to restrict its further disclosure; or (v) was independently developed by the receiving party without reference to Confidential Information of the furnishing party. Further, the provisions of **Section 2.100** will not apply to any particular Confidential Information to the extent the receiving party is required by law to disclose the Confidential Information, provided that the receiving party (i) promptly provides the furnishing party with notice of the legal request, and (ii) assists the furnishing party in resisting or limiting the scope of the disclosure as reasonably requested by the furnishing party.

### **2.104 No Implied Rights**

Nothing contained in this Section must be construed as obligating a party to disclose any particular Confidential Information to the other party, or as granting to or conferring on a party, expressly or impliedly, any right or license to the Confidential Information of the other party.

### **2.105 Respective Obligations**

The parties' respective obligations under this Section must survive the termination or expiration of the Contract for any reason.

#### **2.110 Records and Inspections**

##### **2.111 Inspection of Work Performed**

The State's authorized representatives have the right to enter the Contractor's premises or any other places where work is being performed in relation to this Contract. The representatives may inspect, monitor, or evaluate the work being performed at any time. The Contractor must provide reasonable assistance for the State's representatives during inspections.



### **2.112 Retention of Records**

- (a) The Contractor must retain all financial and accounting records related to this Contract for a period of 7 years after the Contractor performs any work under this Contract (Audit Period).
- (b) If an audit, litigation, or other action involving the Contractor's records is initiated before the end of the Audit Period, the Contractor must retain the records until all issues arising out of the audit, litigation, or other action are resolved or until the end of the Audit Period, whichever is later.

### **2.113 Examination of Records**

- (a) The State, upon 10 days notice to the Contractor, may examine and copy any of the Contractor's records that relate to this Contract any time during the Audit Period. The State does not have the right to review any information deemed confidential by the Contractor if access would require the information to become publicly available. This requirement also applies to the records of any parent, affiliate, or subsidiary organization of the Contractor, or any Subcontractor that performs services in connection with this Contract.
- (b) In addition to the rights conferred upon the State in paragraph (a) of this section and in accordance with MCL 18.1470, DTMB or its designee may audit the Contractor to verify compliance with the Contract. The financial and accounting records associated with the Contract shall be made available to DTMB or its designee and the auditor general, upon request, during the term of the Contract and any extension of the Contract and for 3 years after the later of the expiration date or final payment under the Contract.

### **2.114 Audit Resolution**

If necessary, the Contractor and the State will meet to review any audit report promptly after its issuance. The Contractor must respond to each report in writing within 30 days after receiving the report, unless the report specifies a shorter response time. The Contractor and the State must develop, agree upon, and monitor an action plan to promptly address and resolve any deficiencies, concerns, or recommendations in the report.

### **2.115 Errors**

- (a) If an audit reveals any financial errors in the records provided to the State, the amount in error must be reflected as a credit or debit on the next invoice and subsequent invoices until the amount is paid or refunded in full. However, a credit or debit may not be carried forward for more than four invoices or beyond the termination of the Contract. If a balance remains after four invoices, the remaining amount will be due as a payment or refund within 45 days of the last invoice on which the balance appeared or upon termination of the Contract, whichever is earlier.
- (b) In addition to other available remedies, if the difference between the State's actual payment and the correct invoice amount, as determined by an audit, is greater than 10%, the Contractor must pay all reasonable audit costs.

## **2.120 Warranties**

### **2.121 Warranties and Representations**

The Contractor represents and warrants:

- (a) It is capable in all respects of fulfilling and must fulfill all of its obligations under the Contract. The performance of all obligations under the Contract must be provided in a timely, professional, and workman-like manner and must meet the performance and operational standards required under the Contract.
- (b) The Contract Appendices, Attachments and Exhibits identify the equipment and software and services necessary for the Deliverable(s) to perform and Services to operate in compliance with the Contract's requirements and other standards of performance.
- (c) It is the lawful owner or licensee of any Deliverable licensed or sold to the State by Contractor or developed by Contractor under the Contract, and Contractor has all of the rights necessary to convey to the State the ownership rights or licensed use, as applicable, of any and all Deliverables. None of the



Deliverables provided by Contractor to the State under the Contract, nor their use by the State, will infringe the patent, copyright, trade secret, or other proprietary rights of any third party.

- (d) If, under the Contract, Contractor procures any equipment, software or other Deliverable for the State (including equipment, software and other Deliverables manufactured, re-marketed or otherwise sold by Contractor under Contractor's name), then in addition to Contractor's other responsibilities with respect to the items in the Contract, Contractor must assign or otherwise transfer to the State or its designees, or afford the State the benefits of, any manufacturer's warranty for the Deliverable.
- (e) The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into the Contract, on behalf of Contractor.
- (f) It is qualified and registered to transact business in all locations where required.
- (g) Neither the Contractor nor any affiliates, nor any employee of either, has, must have, or must acquire, any contractual, financial, business, or other interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of its duties and responsibilities to the State under the Contract or otherwise create an appearance of impropriety with respect to the award or performance of this Agreement. Contractor must notify the State about the nature of the conflict or appearance of impropriety within two days of learning about it.
- (h) If any of the certifications, representations, or disclosures made in the Contractor's original bid response change after the Contract start date, the Contractor must report those changes immediately to DTMB-Procurement.

#### **2.122 Warranty of Merchantability**

Goods provided by Contractor under this agreement must be merchantable. All goods provided under the Contract must be of good quality within the description given by the State, must be fit for their ordinary purpose, must be adequately contained and packaged within the description given by the State, must conform to the agreed upon specifications, and must conform to the affirmations of fact made by the Contractor or on the container or label.

#### **2.123 Warranty of Fitness for a Particular Purpose**

When the Contractor has reason to know or knows any particular purpose for which the goods are required, and the State is relying on the Contractor's skill or judgment to select or furnish suitable goods, there is a warranty that the goods are fit for such purpose.

#### **2.124 Warranty of Title**

Contractor must, in providing goods to the State, convey good title in those goods, whose transfer is right and lawful. All goods provided by Contractor must be delivered free from any security interest, lien, or encumbrance of which the State, at the time of contracting, has no knowledge. Goods provided by Contractor, under the Contract, must be delivered free of any rightful claim of any third person by infringement or the like.

#### **2.125 Equipment Warranty**

To the extent Contractor is responsible under the Contract for maintaining equipment/system(s), Contractor must maintain the equipment/system(s) in good operating condition and must undertake all repairs and preventive maintenance according to the applicable manufacturer's recommendations for the period specified in the Contract.

The Contractor represents and warrants that the equipment/system(s) are in good operating condition and operate and perform to the requirements and other standards of performance contained in the Contract, when installed, at the time of Final Acceptance by the State, and for a period of one year commencing upon the first day following Final Acceptance.

Within ten business days of notification from the State, the Contractor must adjust, repair or replace all equipment that is defective or not performing in compliance with the Contract. The Contractor must



assume all costs for replacing parts or units and their installation including transportation and delivery fees, if any.

The Contractor must provide a toll-free telephone number to allow the State to report equipment failures and problems to be remedied by the Contractor.

The Contractor agrees that all warranty service it provides under the Contract must be performed by Original Equipment Manufacturer (OEM) trained, certified and authorized technicians.

The Contractor is the sole point of contact for warranty service. The Contractor warrants that it will pass through to the State any warranties obtained or available from the original equipment manufacturer, including any replacement, upgraded, or additional equipment warranties.

All warranty work must be performed on the State of Michigan worksite(s).

#### **2.126 Equipment to be New**

If applicable, all equipment provided under the Contract by Contractor must be new where Contractor has knowledge regarding whether the equipment is new or assembled from new or serviceable used parts that are like new in performance or has the option of selecting one or the other. Equipment that is assembled from new or serviceable used parts that are like new in performance is acceptable where Contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

#### **2.127 Prohibited Products**

The State will not accept salvage, distressed, outdated or discontinued merchandise. Shipping of such merchandise to any State agency, as a result of an order placed against the Contract, is considered default by the Contractor of the terms and conditions of the Contract and may result in cancellation of the Contract by the State. The brand and product number offered for all items must remain consistent for the term of the Contract, unless DTMB-Procurement has approved a change order pursuant to **Section 2.024**.

#### **2.128 Consequences For Breach**

In addition to any remedies available in law, if the Contractor breaches any of the warranties contained in this section, the breach may be considered as a default in the performance of a material obligation of the Contract.

### **2.130 Insurance**

#### **2.131 Liability Insurance**

For the purpose of this Section, "State" includes its departments, divisions, agencies, offices, commissions, officers, employees, and agents.

(a) The Contractor must provide proof that it has obtained the minimum levels of insurance coverage indicated or required by law, whichever is greater. The insurance must protect the State from claims that may arise out of, or result from, or are alleged to arise out of, or result from, the Contractor's or a Subcontractor's performance, including any person directly or indirectly employed by the Contractor or a Subcontractor, or any person for whose acts the Contractor or a Subcontractor may be liable.

(b) The Contractor waives all rights against the State for the recovery of damages that are covered by the insurance policies the Contractor is required to maintain under this Section. The Contractor's failure to obtain and maintain the required insurance will not limit this waiver.

(c) All insurance coverage provided relative to this Contract is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State.

(d) The State, in its sole discretion, may approve the use of a fully-funded self-insurance program in place of any specified insurance identified in this Section.

(e) Unless the State approves otherwise, any insurer must have an A.M. Best rating of "A" or better and a financial size of VII or better, or if those ratings are not available, a comparable rating from an insurance rating agency approved by the State. All policies of insurance must be issued by companies that have been approved to do business in the State.



(f) Where specific coverage limits are listed in this Section, they represent the minimum acceptable limits. If the Contractor's policy contains higher limits, the State is entitled to coverage to the extent of the higher limits.

(g) The Contractor must maintain all required insurance coverage throughout the term of this Contract and any extensions. However, in the case of claims-made Commercial General Liability policies, the Contractor must secure tail coverage for at least three years following the termination of this Contract.

(h) The Contractor must provide, within five business days, written notice to the Director of DTMB-Procurement if any policy required under this section is cancelled. The notice must include the applicable Contract or Purchase Order number.

(i) The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Contractor to any indemnified party or other persons.

(j) The Contractor is responsible for the payment of all deductibles.

(k) If the Contractor fails to pay any premium for a required insurance policy, or if any insurer cancels or significantly reduces any required insurance without the State's approval, the State may, after giving the Contractor at least 30 days' notice, pay the premium or procure similar insurance coverage from another company or companies. The State may deduct any part of the cost from any payment due the Contractor, or require the Contractor to pay that cost upon demand.

(l) In the event the State approves the representation of the State by the insurer's attorney, the attorney may be required to be designated as a Special Assistant Attorney General by the Michigan Attorney General.

(m) The Contractor is required to pay for and provide the type and amount of insurance checked  below:

**(i) Commercial General Liability**

Minimal Limits:

- \$2,000,000 General Aggregate Limit other than Products/Completed Operations;
- \$2,000,000 Products/Completed Operations Aggregate Limit;
- \$1,000,000 Personal & Advertising Injury Limit; and
- \$1,000,000 Each Occurrence Limit.

Deductible maximum:

\$50,000 Each Occurrence

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the Commercial General Liability certificate. The Contractor also agrees to provide evidence that the insurance policy contains a waiver of subrogation by the insurance company.

**(ii) Umbrella or Excess Liability**

Minimal Limits:

\$10,000,000.00 General Aggregate

Additional Requirements:

Umbrella or Excess Liability limits must at least apply to the insurance required in (i), General Commercial Liability. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(iii) Motor Vehicle**

Minimal Limits:

If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.

**(iv) Hired and Non-Owned Motor Vehicle**

Minimal Limits:

\$1,000,000 Per Accident



Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the vehicle liability certificate. The Contractor also agrees to provide evidence that insurance policies contain a waiver of subrogation by the insurance company.

**(v) Workers' Compensation Insurance**

Minimal Limits:

The Contractor must provide Workers' Compensation coverage according to applicable laws governing work activities in the state of the Contractor's domicile. If the applicable coverage is provided by a self-insurer, the Contractor must provide proof of an approved self-insured authority by the jurisdiction of domicile.

For employees working outside of the state of the Contractor's domicile, the Contractor must provide certificates of insurance proving mandated coverage levels for the jurisdictions where the employees' activities occur.

Additional Requirements:

The Contractor must provide the applicable certificates of insurance and a list of states where the coverage is applicable. Contractor must provide proof that the Workers' Compensation insurance policies contain a waiver of subrogation by the insurance company, except where such a provision is prohibited or limited by the laws of the jurisdiction in which the work is to be performed.

**(vi) Employers Liability**

Minimal Limits:

- \$100,000 Each Incident;
- \$100,000 Each Employee by Disease
- \$500,000 Aggregate Disease

Additional Requirements:

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

**(vii) Employee Fidelity (Crime)**

Minimal Limits:

- \$1,000,000 Employee Theft Per Loss

Deductible Maximum:

- \$50,000 Per Loss

Additional Requirements:

Insurance must cover Forgery and Alteration, Theft of Money and Securities, Robbery and Safe Burglary, Computer Fraud, Funds Transfer Fraud, Money Order and Counterfeit Currency.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as Loss Payees on the certificate.

**(viii) Professional Liability (Errors and Omissions)**

Minimal Limits:

- \$3,000,000 Each Occurrence
- \$3,000,000 Annual Aggregate

Deductible Maximum:

- \$50,000 Per Loss

**(ix) Medical Malpractice**

Minimal Limits:





(Small Provider)\$200,000 Each Occurrence  
 \$600,000 Annual Aggregate

(Large Provider)\$1,000,000 Each Occurrence  
 \$3,000,000 Annual Aggregate

Deductible Maximum:

\$5,000 Each Occurrence

**(x) Cyber Liability**

Minimal Limits:

\$1,000,000 Each Occurrence  
 \$1,000,000 Annual Aggregate

Additional Requirements:

Insurance should cover (a)unauthorized acquisition, access, use, physical taking, identity theft, mysterious disappearance, release, distribution or disclosures of personal and corporate information; (b) Transmitting or receiving malicious code via the insured's computer system; (c) Denial of service attacks or the inability to access websites or computer systems.

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents as additional insureds on the certificate.

**(xi) Property Insurance**

Property Insurance covering any loss or damage to the State-owned office space used by Contractor for any reason under this Contract, and the State-owned equipment, software and other contents of the office space, including without limitation, those contents used by Contractor to provide the Services to the State, up to its replacement value, where the office space and its contents are under the care, custody and control of Contractor. The State must be endorsed on the policy as a loss payee as its interests appear.

**2.132 Subcontractor Insurance Coverage**

Except where the State has approved a subcontract with other insurance provisions, the Contractor must require any Subcontractor to purchase and maintain the insurance coverage required in Section 2.14.1, Liability Insurance. Alternatively, the Contractor may include a Subcontractor under the Contractor's insurance on the coverage required in that Section. The failure of a Subcontractor to comply with insurance requirements does not limit the Contractor's liability or responsibility.

**2.133 Certificates of Insurance and Other Requirements**

Before the Contract is signed, and not less than 20 days before the insurance expiration date every year thereafter, the Contractor must provide evidence that the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents are listed as additional insureds as required. The Contractor must provide DTMB-Procurement with all applicable certificates of insurance verifying insurance coverage or providing, if approved, satisfactory evidence of self-insurance as required in Section 2.14.1, Liability Insurance. Each certificate must be on the standard "Accord" form or equivalent and MUST IDENTIFY THE APPLICABLE CONTRACT OR PURCHASE ORDER NUMBER.

**2.140 Indemnification**

**2.141 General Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from liability, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of the Contract and that are attributable to the negligence or tortious acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable.

**2.142 Code Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

**2.143 Employee Indemnification**

In any claims against the State of Michigan, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor or any of its Subcontractors, the indemnification obligation under the Contract must not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in provisions, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other provisions.

**2.144 Patent/Copyright Infringement Indemnification**

To the extent permitted by law, the Contractor must indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that the action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of the equipment, software, commodity or service, or the use or reproduction of any documentation provided with the equipment, software, commodity or service infringes any United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor must at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if the option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if the option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

Notwithstanding the foregoing, the Contractor has no obligation to indemnify or defend the State for, or to pay any costs, damages or attorneys' fees related to, any claim based upon (i) equipment developed based on written specifications of the State; (ii) use of the equipment in a configuration other than implemented or approved in writing by the Contractor, including, but not limited to, any modification of the equipment by the State; or (iii) the combination, operation, or use of the equipment with equipment or software not supplied by the Contractor under the Contract.

**2.145 Continuation of Indemnification Obligations**

The Contractor's duty to indemnify under this Section continues in full force and effect, notwithstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred before expiration or cancellation.

**2.146 Indemnification Procedures**

The procedures set forth below must apply to all indemnity obligations under the Contract.

(a) After the State receives notice of the action or proceeding involving a claim for which it will seek indemnification, the State must promptly notify Contractor of the claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to notify the Contractor relieves the Contractor of its indemnification obligations except to the extent that the Contractor can prove damages attributable to the failure. Within 10 days following receipt of written notice from the State relating to any claim, the Contractor must notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and before the State receiving



Contractor's Notice of Election, the State is entitled to defend against the claim, at the Contractor's expense, and the Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during that period.

(b) If Contractor delivers a Notice of Election relating to any claim: (i) the State is entitled to participate in the defense of the claim and to employ counsel at its own expense to assist in the handling of the claim and to monitor and advise the State about the status and progress of the defense; (ii) the Contractor must, at the request of the State, demonstrate to the reasonable satisfaction of the State, the Contractor's financial ability to carry out its defense and indemnity obligations under the Contract; (iii) the Contractor must periodically advise the State about the status and progress of the defense and must obtain the prior written approval of the State before entering into any settlement of the claim or ceasing to defend against the claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State has the right, at its own expense, to control the defense of that portion of the claim involving the principles of Michigan governmental or public law. But the State may retain control of the defense and settlement of a claim by notifying the Contractor in writing within 10 days after the State's receipt of Contractor's information requested by the State under clause (ii) of this paragraph if the State determines that the Contractor has failed to demonstrate to the reasonable satisfaction of the State the Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State under this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State of Michigan.

(c) If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State may defend the claim in the manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor must promptly reimburse the State for all the reasonable costs and expenses.

### **2.150 Termination/Cancellation**

#### **2.151 Notice and Right to Cure**

If the Contractor breaches the Contract, and the State, in its sole discretion, determines that the breach is curable, then the State must provide the Contractor with written notice of the breach and a time period (not less than 30 days) to cure the Breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

#### **2.152 Termination for Cause**

(a) The State may terminate the Contract, for cause, by notifying the Contractor in writing, if the Contractor (i) breaches any of its material duties or obligations under the Contract (including a Chronic Failure to meet any particular SLA), or (ii) fails to cure a breach within the time period specified in the written notice of breach provided by the State

(b) If the Contract is terminated for cause, the Contractor must pay all costs incurred by the State in terminating the Contract, including but not limited to, State administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs the State may incur to procure the Services/Deliverables required by the Contract from other sources. Re-procurement costs are not consequential, indirect or incidental damages, and cannot be excluded by any other terms otherwise included in the Contract, provided the costs are not in excess of 50% more than the prices for the Service/Deliverables provided under the Contract.

(c) If the State chooses to partially terminate the Contract for cause, charges payable under the Contract will be equitably adjusted to reflect those Services/Deliverables that are terminated and the State must pay for all Services/Deliverables for which Final Acceptance has been granted provided up to the termination date. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.



(d) If the State terminates the Contract for cause under this Section, and it is determined, for any reason, that Contractor was not in breach of contract under the provisions of this section, that termination for cause must be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties must be limited to that otherwise provided in the Contract for a termination for convenience.

### **2.153 Termination for Convenience**

The State may terminate the Contract for its convenience, in whole or part, if the State determines that a termination is in the State's best interest. Reasons for the termination must be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the Services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Services no longer practical or feasible, (c) unacceptable prices for Additional Services or New Work requested by the State, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by the State. The State may terminate the Contract for its convenience, in whole or in part, by giving Contractor written notice of at least 60 days before the date of termination. If the State chooses to terminate the Contract in part, the charges payable under the Contract must be equitably adjusted to reflect those Services/Deliverables that are terminated. Services and related provisions of the Contract that are terminated for cause must cease on the effective date of the termination.

### **2.154 Termination for Non-Appropriation – Deleted / Not Applicable**

### **2.155 Termination for Criminal Conviction**

The State may terminate the Contract immediately and without further liability or penalty in the event Contractor, an officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense related to a State, public or private Contract or subcontract.

### **2.156 Termination for Approvals Rescinded**

The State may terminate the Contract if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services under Constitution 1963, Article 11, § 5, and Civil Service Rule 7-1. In that case, the State must pay the Contractor for only the work completed to that point under the Contract. Termination may be in whole or in part and may be immediate as of the date of the written notice to Contractor or may be effective as of the date stated in the written notice.

### **2.157 Rights and Obligations upon Termination**

(a) If the State terminates the Contract for any reason, the Contractor must (a) stop all work as specified in the notice of termination, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Deliverables or other property derived or resulting from the Contract that may be in Contractor's possession, (c) return all materials and property provided directly or indirectly to Contractor by any entity, agent or employee of the State, (d) transfer title in, and deliver to, the State, unless otherwise directed, all Deliverables intended to be transferred to the State at the termination of the Contract and which are resulting from the Contract (which must be provided to the State on an "As-Is" basis except to the extent the amounts paid by the State in respect of the items included compensation to Contractor for the provision of warranty services in respect of the materials), and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Contract.

(b) If the State terminates the Contract before its expiration for its own convenience, the State must pay Contractor for all charges due for Services provided before the date of termination and, if applicable, as a separate item of payment under the Contract, for Work In Process, on a percentage of completion basis at the level of completion determined by the State. All completed or partially completed Deliverables prepared by Contractor under the Contract, at the option of the State, becomes the State's property, and Contractor is entitled to receive equitable fair compensation for the Deliverables. Regardless of the basis for the termination, the State is not obligated to pay, or otherwise compensate, Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.



(c) Upon a good faith termination, the State may assume, at its option, any subcontracts and agreements for Services and Deliverables provided under the Contract, and may further pursue completion of the Services/Deliverables under the Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

### **2.158 Reservation of Rights**

Any termination of the Contract or any Statement of Work issued under it by a party must be with full reservation of, and without prejudice to, any rights or remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

### **2.160 Reserved**

### **2.170 Transition Responsibilities**

#### **2.171 Contractor Transition Responsibilities**

If the State terminates the Contract, for convenience or cause, or if the Contract is otherwise dissolved, voided, rescinded, nullified, expires or rendered unenforceable, the Contractor agrees to comply with direction provided by the State to assist in the orderly transition of equipment, services, software, leases, etc. to the State or a third party designated by the State. If the Contract expires or terminates, the Contractor agrees to make all reasonable efforts to effect an orderly transition of services within a reasonable period of time that in no event will exceed 180 days. These efforts must include, but are not limited to, those listed in **Sections 2.171, 2.172, 2.173, 2.174, and 2.175.**

#### **2.172 Contractor Personnel Transition**

The Contractor must work with the State, or a specified third party, to develop a transition plan setting forth the specific tasks and schedule to be accomplished by the parties to effect an orderly transition. The Contractor must allow as many personnel as practicable to remain on the job to help the State, or a specified third party, maintain the continuity and consistency of the services required by the Contract. In addition, during or following the transition period, in the event the State requires the Services of the Contractor's Subcontractors or vendors, as necessary to meet its needs, Contractor agrees to reasonably, and with good-faith, work with the State to use the Services of Contractor's Subcontractors or vendors. Contractor must notify all of Contractor's subcontractors of procedures to be followed during transition.

#### **2.173 Contractor Information Transition**

The Contractor agrees to provide reasonable detailed specifications for all Services/Deliverables needed by the State, or specified third party, to properly provide the Services/Deliverables required under the Contract. The Contractor must provide the State with asset management data generated from the inception of the Contract through the date on which the Contractor is terminated in a comma-delineated format unless otherwise requested by the State. The Contractor must deliver to the State any remaining owed reports and documentation still in Contractor's possession subject to appropriate payment by the State.

#### **2.174 Contractor Software Transition**

The Contractor must reasonably assist the State in the acquisition of any Contractor software required to perform the Services/use the Deliverables under the Contract. This must include any documentation being used by the Contractor to perform the Services under the Contract. If the State transfers any software licenses to the Contractor, those licenses must, upon expiration of the Contract, transfer back to the State at their current revision level. Upon notification by the State, Contractor may be required to freeze all non-critical changes to Deliverables/Services.

#### **2.175 Transition Payments**

If the transition results from a termination for any reason, reimbursement must be governed by the termination provisions of the Contract. If the transition results from expiration, the Contractor will be reimbursed for all reasonable transition costs (i.e. costs incurred within the agreed period after contract expiration that result from transition operations) at the rates agreed upon by the State. The Contractor must prepare an accurate accounting from which the State and Contractor may reconcile all outstanding accounts.



## **2.176 State Transition Responsibilities – Deleted / Not Applicable**

### **2.180 Stop Work**

#### **2.181 Stop Work Orders**

The State may, at any time, by written stop work order to Contractor, require that Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to Contractor, and for any further period to which the parties may agree. The stop work order must be identified as a stop work order and must indicate that it is issued under this **Section 2.180**. Upon receipt of the stop work order, Contractor must immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State must either: (a) cancel the stop work order; or (b) terminate the work covered by the stop work order as provided in **Section 2.150**.

#### **2.182 Cancellation or Expiration of Stop Work Order**

The Contractor must resume work if the State cancels a Stop Work Order or if it expires. The parties will agree upon an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract must be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in Contractor's costs properly allocable to, the performance of any part of the Contract; and (b) Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage; provided that, if the State decides the facts justify the action, the State may receive and act upon a Contractor proposal submitted at any time before final payment under the Contract. Any adjustment must conform to the requirements of **Section 2.024**.

#### **2.183 Allowance of Contractor Costs**

If the stop work order is not canceled and the work covered by the stop work order is terminated for reasons other than material breach, the termination must be deemed to be a termination for convenience under **Section 2.150**, and the State will pay reasonable costs resulting from the stop work order in arriving at the termination settlement. For the avoidance of doubt, the State is not liable to Contractor for loss of profits because of a stop work order issued under this **Section 2.180**.

### **2.190 Dispute Resolution**

#### **2.191 In General**

Any claim, counterclaim, or dispute between the State and Contractor arising out of or relating to the Contract or any Statement of Work must be resolved as follows. For all Contractor claims seeking an increase in the amounts payable to Contractor under the Contract, or the time for Contractor's performance, Contractor must submit a letter, together with all data supporting the claims, executed by Contractor's Contract Administrator or the Contract Administrator's designee certifying that (a) the claim is made in good faith, (b) the amount claimed accurately reflects the adjustments in the amounts payable to Contractor or the time for Contractor's performance for which Contractor believes the State is liable and covers all costs of every type to which Contractor is entitled from the occurrence of the claimed event, and (c) the claim and the supporting data are current and complete to Contractor's best knowledge and belief.

#### **2.192 Informal Dispute Resolution**

(a) All disputes between the parties must be resolved under the Contract Management procedures in the Contract. If the parties are unable to resolve any disputes after compliance with the processes, the parties must meet with the Chief Procurement Officer, DTMB, or designee, for the purpose of attempting to resolve the dispute without the need for formal legal proceedings, as follows:

- (i) The representatives of Contractor and the State must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter in issue which the parties believe to be appropriate and germane in connection with its resolution. The representatives must discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- (ii) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract must be honored in order that each of the parties may be fully advised of the other's position.



(iii) The specific format for the discussions will be left to the discretion of the designated State and Contractor representatives, but may include the preparation of agreed upon statements of fact or written statements of position.

(iv) Following the completion of this process within 60 calendar days, the Director of Procurement, DTMB, or designee, must issue a written opinion regarding the issue(s) in dispute within 30 calendar days. The opinion regarding the dispute must be considered the State's final action and the exhaustion of administrative remedies.

(b) This Section must not be construed to prevent either party from instituting, and a party is authorized to institute, formal proceedings earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or under **Section 2.193**.

(c) The State will not mediate disputes between the Contractor and any other entity, except state agencies, concerning responsibility for performance of work under the Contract.

### **2.193 Injunctive Relief**

The only circumstance in which disputes between the State and Contractor will not be subject to the provisions of **Section 2.192** is where a party makes a good faith determination that a breach of the terms of the Contract by the other party is the that the damages to the party resulting from the breach will be so immediate, so large or severe and so incapable of adequate redress after the fact that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

### **2.194 Continued Performance**

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in **Section 2.150**, as the case may be.

## **2.200 Federal and State Contract Requirements**

### **2.201 Nondiscrimination**

In the performance of the Contract, Contractor must comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq., as amended, and all applicable federal, State and local fair employment practices and equal opportunity laws as amended. Contractor agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. Contractor further agrees that every subcontract entered into for the performance of the Contract or any purchase order resulting from the Contract must contain a provision requiring non-discrimination in employment, as specified here, binding upon each Subcontractor. This covenant is required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., as amended, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., as amended, and any breach of this provision may be regarded as a material breach of the Contract.

### **2.202 Unfair Labor Practices**

Under 1980 PA 278, MCL 423.321, et seq., the State must not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under Section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, must not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Under Section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

### **2.203 Workplace Safety and Discriminatory Harassment**

In performing Services for the State, the Contractor and any Subcontractor must comply with all applicable state and federal laws.



## **2.204 Prevailing Wage – Deleted / Not Applicable**

### **2.210 Governing Law**

#### **2.211 Governing Law**

The Contract must in all respects be governed by, and construed according to, the substantive laws of the State of Michigan without regard to any Michigan choice of law rules that would apply the substantive law of any other jurisdiction to the extent not inconsistent with, or pre-empted by federal law.

#### **2.212 Compliance with Laws**

Contractor must comply with all applicable state, federal and local laws and ordinances in providing the Services/Deliverables.

#### **2.213 Jurisdiction**

Any dispute arising from the Contract must be resolved in the State of Michigan and the Contractor expressly consents to personal jurisdiction in Michigan. With respect to any claim between the parties, the Contractor consents to venue in Ingham County, Michigan, and irrevocably waives any objections to this venue. Contractor agrees to appoint agents in the State of Michigan to receive service of process.

### **2.220 Limitation of Liability**

#### **2.221 Limitation of Liability**

Neither the Contractor nor the State is liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability does not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor, to claims covered by other specific provisions of this Contract calling for liquidated damages; or to court costs or attorneys' fees awarded by a court in addition to damages after litigation based on this Contract.

### **2.230 Disclosure Responsibilities**

#### **2.231 Disclosure of Litigation**

(a) Disclosure. Contractor must disclose any material criminal litigation, investigations or proceedings involving the Contractor (and each Subcontractor) or any of its officers or directors or any litigation, investigations or proceedings under the Sarbanes-Oxley Act. In addition, each Contractor (and each Subcontractor) must notify the State of any material civil litigation, arbitration or proceeding which arises during the term of the Contract and extensions, to which Contractor (or, to the extent Contractor is aware, any Subcontractor) is a party, and which involves: (i) disputes that might reasonably be expected to adversely affect the viability or financial stability of Contractor or any Subcontractor; or (ii) a claim or written allegation of fraud against Contractor or, to the extent Contractor is aware, any Subcontractor by a governmental or public entity arising out of their business dealings with governmental or public entities. The Contractor must disclose in writing to the Contract Administrator any litigation, investigation, arbitration or other proceeding (collectively, "Proceeding") within 30 days of its occurrence. Details of settlements which are prevented from disclosure by the terms of the settlement may be annotated. Information provided to the State from Contractor's publicly filed documents referencing its material litigation will be deemed to satisfy the requirements of this Section.

(b) Assurances. If any Proceeding disclosed to the State under this Section, or of which the State otherwise becomes aware, during the term of the Contract would cause a reasonable party to be concerned about:

- (i) the ability of Contractor (or a Subcontractor) to continue to perform the Contract according to its terms and conditions, or
- (ii) whether Contractor (or a Subcontractor) in performing Services for the State is engaged in conduct which is similar in nature to conduct alleged in the Proceeding, which conduct would constitute a breach of the Contract or a violation of Michigan law, regulations or public policy, then the Contractor must provide the State all reasonable assurances requested by the State to demonstrate that:





- (a) Contractor and its Subcontractors must be able to continue to perform the Contract and any Statements of Work according to its terms and conditions, and
- (b) Contractor and its Subcontractors have not and will not engage in conduct in performing the Services which is similar in nature to the conduct alleged in the Proceeding.
- (c) Contractor must make the following notifications in writing:
  - (1) Within 30 days of Contractor becoming aware that a change in its ownership or officers has occurred, or is certain to occur, or a change that could result in changes in the valuation of its capitalized assets in the accounting records, Contractor must notify DTMB-Procurement.
  - (2) Contractor must also notify DTMB Procurement within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership or officers.
  - (3) Contractor must also notify DTMB Procurement within 30 days whenever changes to company affiliations occur.

### **2.232 Call Center Disclosure**

Contractor and/or all Subcontractors involved in the performance of the Contract providing call or contact center services to the State must disclose the location of its call or contact center services to inbound callers. Failure to disclose this information is a material breach of the Contract.

### **2.233 Bankruptcy**

The State may, without prejudice to any other right or remedy, terminate the Contract, in whole or in part, and, at its option, may take possession of the "Work in Process" and finish the Works in Process by whatever appropriate method the State may deem expedient if:

- (a) the Contractor files for protection under the bankruptcy laws;
- (b) an involuntary petition is filed against the Contractor and not removed within 30 days;
- (c) the Contractor becomes insolvent or if a receiver is appointed due to the Contractor's insolvency;
- (d) the Contractor makes a general assignment for the benefit of creditors; or
- (e) the Contractor or its affiliates are unable to provide reasonable assurances that the Contractor or its affiliates can deliver the services under the Contract.

Contractor will fix appropriate notices or labels on the Work in Process to indicate ownership by the State. To the extent reasonably possible, materials and Work in Process must be stored separately from other stock and marked conspicuously with labels indicating ownership by the State.

### **2.240 Performance**

#### **2.241 Time of Performance**

(a) Contractor must use commercially reasonable efforts to provide the resources necessary to complete all Services and Deliverables according to the time schedules contained in the Statements of Work and other Exhibits governing the work, and with professional quality.

(b) Without limiting the generality of **Section 2.241(a)**, Contractor must notify the State in a timely manner upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion of any Deliverables/Services on the scheduled due dates in the latest State-approved delivery schedule and must inform the State of the projected actual delivery date.

(c) If the Contractor believes that a delay in performance by the State has caused or will cause the Contractor to be unable to perform its obligations according to specified Contract time periods, the Contractor must notify the State in a timely manner and must use commercially reasonable efforts to perform its obligations according to the Contract time periods notwithstanding the State's failure. Contractor will not be in default for a delay in performance to the extent the delay is caused by the State.

#### **2.242 Service Level Agreements (SLAs)**

- (a) SLAs will be completed with the following operational considerations:
  - (i) SLAs will not be calculated for individual Incidents where any event of Excusable Failure has been determined; Incident means any interruption in Services.



- (ii) SLAs will not be calculated for individual Incidents where loss of service is planned and where the State has received prior notification or coordination.
- (iii) SLAs will not apply if the applicable Incident could have been prevented through planning proposed by Contractor and not implemented at the request of the State. To invoke this consideration, complete documentation relevant to the denied planning proposal must be presented to substantiate the proposal.
- (iv) Time period measurements will be based on the time Incidents are received by the Contractor and the time that the State receives notification of resolution based on 24x7x365 time period, except that the time period measurement will be suspended based on the following:
  - 1. Time period(s) will not apply where Contractor does not have access to a physical State Location and where access to the State Location is necessary for problem identification and resolution.
  - 2. Time period(s) will not apply where Contractor needs to obtain timely and accurate information or appropriate feedback and is unable to obtain timely and accurate information or appropriate feedback from the State.

(b) Chronic Failure for any Service(s) is defined as three unscheduled outage(s) or interruption(s) on any individual Service for the same reason or cause or if the same reason or cause was reasonably discoverable in the first instance over a rolling 30 day period. Chronic Failure will result in the State's option to terminate the effected individual Service(s) and procure them from a different vendor for the chronic location(s) with Contractor to pay the difference in charges for up to three additional months. The termination of the Service must not affect any tiered pricing levels.

(c) Root Cause Analysis must be performed on any business critical outage(s) or outage(s) on Services when requested by the Contract Administrator. Contractor must provide its analysis within two weeks of outage(s) and provide a recommendation for resolution.

(d) All decimals must be rounded to two decimal places, with five and greater rounding up and four and less rounding down, unless otherwise specified.

### 2.243 Liquidated Damages

The parties acknowledge that late or improper completion of the Work will cause loss and damage to the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result. Therefore, Contractor and the State agree that if there is late or improper completion of the Work and the State does not elect to exercise its rights under **Section 2.152**, the State is entitled to collect liquidated damages in the amount of \$20,000.00 and an additional \$5,000.00 per day for each day Contractor fails to remedy the late or improper completion of the Work.

It is acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of the Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 2.152**, the State may assess liquidated damages against Contractor as specified below.

For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the liquidated damages amount is \$25,000.00 per individual if the Contractor identifies a replacement approved by the State under **Section 2.060** and assigns the replacement to the Project to shadow the Key Personnel who is leaving for a period of at least 30 days before the Key Personnel's removal.

If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 days, in addition to the \$25,000.00 liquidated damages for an Unauthorized Removal, Contractor must pay the amount of \$833.33 per day for each day of the 30 day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total liquidated damages that may be assessed per Unauthorized Removal and failure to provide 30 days of shadowing must not exceed \$50,000.00 per individual.

Additional Liquidated Damages are described in Attachment B – Service Level Agreements



#### **2.244 Excusable Failure**

Neither party will be liable for any default, damage, or delay in the performance of its obligations under the Contract to the extent the default, damage or delay is caused by government regulations or requirements (executive, legislative, judicial, military, or otherwise), power failure, lightning, earthquake, war, water or other forces of nature or acts of God, delays or failures of transportation, equipment shortages, suppliers' failures, or acts or omissions of common carriers, fire; riots, civil disorders; strikes or other labor disputes, embargoes; injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of a party; provided the non-performing party and its Subcontractors are without fault in causing the default or delay, and the default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans.

If a party does not perform its contractual obligations for any of the reasons listed above, the non-performing party will be excused from any further performance of its affected obligation(s) for as long as the circumstances prevail. but the party must use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. A party must promptly notify the other party in writing immediately after the excusable failure occurs, and also when it abates or ends.

If any of the above-enumerated circumstances substantially prevent, hinder, or delay the Contractor's performance of the Services/provision of Deliverables for more than 10 Business Days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option: (a) the State may procure the affected Services/Deliverables from an alternate source, and the State is not be liable for payment for the unperformed Services/ Deliverables not provided under the Contract for so long as the delay in performance continues; (b) the State may terminate any portion of the Contract so affected and the charges payable will be equitably adjusted to reflect those Services/Deliverables terminated; or (c) the State may terminate the affected Statement of Work without liability to Contractor as of a date specified by the State in a written notice of termination to the Contractor, except to the extent that the State must pay for Services/Deliverables provided through the date of termination.

The Contractor will not have the right to any additional payments from the State as a result of any Excusable Failure occurrence or to payments for Services not rendered/Deliverables not provided as a result of the Excusable Failure condition. Defaults or delays in performance by Contractor which are caused by acts or omissions of its Subcontractors will not relieve Contractor of its obligations under the Contract except to the extent that a Subcontractor is itself subject to an Excusable Failure condition described above and Contractor cannot reasonably circumvent the effect of the Subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

#### **2.250 Approval of Deliverables – Deleted / Not Applicable**

#### **2.260 Ownership**

#### **2.261 Ownership of Work Product by State – Deleted / Not Applicable**

#### **2.262 Vesting of Rights**

With the sole exception of any preexisting licensed works identified in the SOW, the Contractor assigns, and upon creation of each Deliverable automatically assigns, to the State, ownership of all United States and international copyrights, trademarks, patents, or other proprietary rights in each and every Deliverable, whether or not registered by the Contractor, insofar as any the Deliverable, by operation of law, may not be considered work made for hire by the Contractor for the State. From time to time upon the State's request, the Contractor must confirm the assignment by execution and delivery of the assignments, confirmations of assignment, or other written instruments as the State may request. The State may obtain and hold in its own name all copyright, trademark, and patent registrations and other evidence of rights that may be available for Deliverables.



### **2.263 Rights in Data**

(a) The State is the owner of all data made available by the State to the Contractor or its agents, Subcontractors or representatives under the Contract. The Contractor must not use the State's prisoner data for any purpose other than providing the Services, nor will any part of the State's data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, have access to the State's data. Contractor must not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personally identifiable information as strictly necessary to provide the Services and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply at all times with all laws and regulations applicable to the personally identifiable information.

(b) The State is the owner of all State-specific data under the Contract. The State may use the data provided by the Contractor for any purpose. The State must not possess or assert any lien or other right against the Contractor's data. Without limiting the generality of this Section, the State may use personally identifiable information only as strictly necessary to utilize the Services and must disclose the information only to its employees who have a strict need to know the information, except as provided by law. The State must comply at all times with all laws and regulations applicable to the personally identifiable information. Other material developed and provided to the State remains the State's sole and exclusive property.

(c) The Contractor agrees to provide State specific data elements to a third party at the request of the State-MDOC.

### **2.264 Ownership of Materials**

The State and the Contractor will continue to own their respective proprietary technologies developed before entering into the Contract. Any hardware bought through the Contractor by the State, and paid for by the State, will be owned by the State. Any software licensed through the Contractor and sold to the State, will be licensed directly to the State.

## **2.270 State Standards**

### **2.271 Existing Technology Standards**

The Contractor must adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at <http://www.michigan.gov/dmb/0,4568,7-150-56355-108233--,00.html>.

### **2.272 Acceptable Use Policy**

To the extent that Contractor has access to the State computer system, Contractor must comply with the State's Acceptable Use Policy, see [http://www.michigan.gov/cybersecurity/0,1607,7-217-34395\\_34476--,00.html](http://www.michigan.gov/cybersecurity/0,1607,7-217-34395_34476--,00.html). All Contractor employees must be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State system. The State reserves the right to terminate Contractor's access to the State system if a violation occurs.

### **2.273 Systems Changes**

Contractor is not responsible for and not authorized to make changes to any State systems without written authorization from the Project Manager. Any changes Contractor makes to State systems with the State's approval must be done according to applicable State procedures, including security, access, and configuration management procedures.

### **2.274 Electronic Receipt Processing Standard**

All electronic commerce applications that allow for electronic receipt of credit/debit card and electronic check (ACH) transactions must be processed via the Centralized Electronic Payment Authorization System (CEPAS).

## **2.280 Extended Purchasing Program – Deleted / Not Applicable**



## **2.290 Environmental Provision**

### **2.291 Environmental Provision**

#### **Hazardous Materials:**

For the purposes of this Section, "Hazardous Materials" is a generic term used to describe asbestos, ACBMs, PCBs, petroleum products, construction materials including paint thinners, solvents, gasoline, oil, and any other material the manufacture, use, treatment, storage, transportation, or disposal of which is regulated by the federal, State, or local laws governing the protection of the public health, natural resources, or the environment. This includes, but is not limited to, materials such as batteries and circuit packs, and other materials that are regulated as (1) "Hazardous Materials" under the Hazardous Materials Transportation Act, (2) "chemical hazards" under the Occupational Safety and Health Administration standards, (3) "chemical substances or mixtures" under the Toxic Substances Control Act, (4) "pesticides" under the Federal Insecticide Fungicide and Rodenticide Act, and (5) "hazardous wastes" as defined or listed under the Resource Conservation and Recovery Act.

- (a) The Contractor must use, handle, store, dispose of, process, transport and transfer any material considered a Hazardous Material according to all federal, State, and local laws. The State must provide a safe and suitable environment for performance of Contractor's Work. Before the commencement of Work, the State must advise the Contractor of the presence at the work site of any Hazardous Material to the extent that the State is aware of the Hazardous Material. If the Contractor encounters material reasonably believed to be a Hazardous Material and which may present a substantial danger, the Contractor must immediately stop all affected Work, notify the State in writing about the conditions encountered, and take appropriate health and safety precautions.
- (b) Upon receipt of a written notice, the State will investigate the conditions. If (a) the material is a Hazardous Material that may present a substantial danger, and (b) the Hazardous Material was not brought to the site by the Contractor, or does not result in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Materials, the State must order a suspension of Work in writing. The State must proceed to have the Hazardous Material removed or rendered harmless. In the alternative, the State must terminate the affected Work for the State's convenience.
- (c) Once the Hazardous Material has been removed or rendered harmless by the State, the Contractor must resume Work as directed in writing by the State. Any determination by the Michigan Department of Community Health or the Michigan Department of Environmental Quality that the Hazardous Material has either been removed or rendered harmless is binding upon the State and Contractor for the purposes of resuming the Work. If any incident with Hazardous Material results in delay not reasonable anticipatable under the circumstances and which is attributable to the State, the applicable SLAs for the affected Work will not be counted in **Section 2.242** for a time as mutually agreed by the parties.
- (d) If the Hazardous Material was brought to the site by the Contractor, or results in whole or in part from any violation by the Contractor of any laws covering the use, handling, storage, disposal of, processing, transport and transfer of Hazardous Material, or from any other act or omission within the control of the Contractor, the Contractor must bear its proportionate share of the delay and costs involved in cleaning up the site and removing and rendering harmless the Hazardous Material according to Applicable Laws to the condition approved by applicable regulatory agency(ies).

Michigan has a Consumer Products Rule pertaining to labeling of certain products containing volatile organic compounds. For specific details visit [http://www.michigan.gov/deq/0,1607,7-135-3310\\_4108-173523--,00.html](http://www.michigan.gov/deq/0,1607,7-135-3310_4108-173523--,00.html)

#### **Refrigeration and Air Conditioning:**

The Contractor must comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to the Contract.

#### **Environmental Performance:**

**Waste Reduction Program:** Contractor must establish a program to promote cost-effective waste reduction in all operations and facilities covered by the Contract. The Contractor's programs must comply with



applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.).

**2.300 Other Provisions**

**2.311 Forced Labor, Convict Labor, Forced or Indentured Child Labor, or Indentured Servitude Made Materials**

Equipment, materials, or supplies, that will be furnished to the State under the Contract must not be produced in whole or in part by forced labor, convict labor, forced or indentured child labor, or indentured servitude.

“Forced or indentured child labor” means all work or service: exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or performed by any person under the age of 18 under a contract the enforcement of which can be accomplished by process or penalties.



Attachment A, Pricing

**Contract No. 071B5500112**

**Prisoner Store Services**

**Attachment A - Price Sheet**

<u>Category</u>	<u>Item Requested</u>	<u>Item</u>	<u>Package Size</u>	<u>Sales Price</u>
<b>Example</b>	<b>Candy</b>	<b>lemon drop</b>	<b>3oz</b>	<b>\$0.80</b>
Mandatory Health Care	ACETAMINOPHEN (325 mg) 2 ct. (e.g. Tylenol)	Non Aspirin 2pk 325mg	2pk	\$ 0.07
Mandatory Health Care	ACETAMINOPHEN (325 mg) Max 100 ct. (e.g. Tylenol)	New Day Acetaminophen (325mg) 100ct	100ct	\$ 1.98
Mandatory Health Care	ALKA SELTZER Cold Med. Alka Seltzer Plus-2 ct (12)-no Pseudoephedrine/Dipnenhydramine	Alka Seltzer Plus Cold 20ct.	20ct	\$ 8.09
Mandatory Health Care	ALKA SELTZER Cold Med. Alka Seltzer Plus-2 ct in single pack -no Pseudoephedrine/Dipnenhydramine	Alka Seltzer Plus Tabs 2/Pk	2pk	\$ 0.90
Mandatory Health Care	ALLERGY *Loratadine Medicine 10 mg tablets	Loratidine 10mg 10ct. Pk	10ct	\$ 1.91
Mandatory Health Care	ALLERGY Chlorpheniramine Maleate 4mg max/24 tablets	Allergy tablet-Chlorpheniramine Maleate(4mg) 24ct.	24ct	\$ 0.87
Mandatory Health Care	ANTACID *Liquid 12 oz. (e.g. Mintox)	Antacid Liquid 12oz.	12oz	\$ 2.64
Mandatory Health Care	ANTACID acid reducer, tablet, Ranitidine 75mg 30 ct	Ranitidine 75mg 30ct	30oz	\$ 3.41
Mandatory Health Care	ANTIFUNGAL Cream Clotrimazole 5 oz. (e.g. ITCHY FEET)	Itchy Feet Anti Fungal Cream Clotrimazole 1%	.5 oz	\$ 1.06
Mandatory Health Care	ANTIFUNGAL Cream Tolnafate 5 oz	Athlete's Foot Cream 1%	.5oz	\$ 1.40
Mandatory Health Care	ASPIRIN 325 mg , Max 100 ct. (e.g. Bayer)	New Day Aspirin 325mg. 100ct	100ct	\$ 1.16
Mandatory Health Care	ASPIRIN 325 mg, 2 pk (e.g. Bayer)	Bayer Aspirin (325mg) 2pk	2pk	\$ 0.37
Mandatory Health Care	Benzoyl Peroxide 10 % Preparation max., 2 oz. (e.g. Acne 10)	Benzoyl Peroxide Acne Treatment 10% 1oz	1oz	\$ 1.62
Mandatory Health Care	CALLUS STONE (2" x 4", porous only)	Pacific Pumice Sponge	1ea	\$ 2.75
Mandatory Health Care	CREAM - Depilatory, not to exceed 6 oz (e.g. Magic Shave)	Reg. Magic Cream Shave 6oz	6oz	\$ 3.25
Mandatory Health Care	CREAM - Depilatory, packet size (e.g. Magic Shave)	Cream Packet	pkt	\$ 0.04
Mandatory Health Care	CREAM - Hydrocortisone 1% Cream	Hydrocortisone Cream 1% 1oz.	1oz	\$ 1.79
Mandatory Health Care	FOOT Medicated Pads (e.g. DR. SCHOLL'S)	Dr. Scholl's Medicted Corn Removers	1pk	\$ 3.29
Mandatory Health Care	HEMORRHOID CREAM, not to exceed 2 oz. (e.g. Good Sense)	Hemorrhoidal Ointment 2oz.	2oz	\$ 3.16
Mandatory Health Care	IBUPROFEN (e.g. ADVIL) 200MG 100 ct.	New Day Ibruprofen 200mg 50ct	50ct	\$ 2.13
Mandatory Health Care	IBUPROFEN (e.g. ADVIL) 200MG 2 PK	Advil (200mg) 2pk	2pk	\$ 0.55
Mandatory Health Care	LAXATIVE, LIQUID (e.g. Pepto-Bismol, GoodSense) max 13 oz.	Stomach Relief 8oz.	8oz	\$ 2.13
Mandatory Health Care	LAXATIVE, TABLET (e.g. GoodSense)	Laxative Pills 25ct	25ct	\$ 1.39
Mandatory Health Care	LOTION, COCOA BUTTER (e.g. NEXT 1)	Infuzed Cocoa/Shea Body Lotion 15oz	15oz	\$ 1.67
Mandatory Health Care	LOTION, COCOA BUTTER (4 oz)	Crawford Cocoa Butter Lotion 4oz	4oz	\$ 0.51
Mandatory Health Care	Naproxen (220 mg) 2 ct. (e.g. Aleve)	Mediproxen 1ct 200mg	1ct	\$ 0.19
Mandatory Health Care	Naproxen (220 mg) Max. 24 ct. (e.g. Aleve)	Aleve (Naproxen) 24ct. 200mg	24ct	\$ 4.72
Mandatory Health Care	PETROLEUM JELLY, not to exceed 2 oz (e.g. VASELINE)	New Day Petroleum Jelly	1.0 oz	\$ 0.75



Mandatory Health Care	SHAMPOO - Dandruff max 15 oz.	Elementz Dandruff Shampoo Almond/Shea 15oz	15oz	\$ 2.49
Mandatory Health Care	SKIN Cocoa Butter Skin Cream	SoftEE Cocoa Butter Cream 6oz.	6oz	\$ 1.16
Mandatory Health Care	SOAP Antibacterial (e.g. DIAL) max. 5 oz.	Next 1 5oz Anti-Bacterial Sport Bar	5oz.	\$ 0.64
Mandatory Health Care	SOAP Hypoallergy (e.g. Heritage) max. 5 oz.	Heritage Transluscent Bar Soap 3oz.	3oz	\$ 0.53
Mandatory Health Care	SOAP Moisturizing (e.g. Next 1) max. 5 oz.	Next 1 5oz Moisturizing Bar Soap	5oz.	\$ 0.64
Mandatory Health Care	SOAP Cocoa Butter max. 5 oz.	Next 1 Cocoa Butter Bar Soap 5oz.	5oz	\$ 0.65
Mandatory Health Care	SUNSCREEN 30 SPF (e.g. GOODSENSE) max. 4 oz.	Nature's Glow 4oz Sunscreen Lotion SPF 30	4oz	\$ 3.06
Mandatory Health Care	TOOTHBRUSH 4"	Oraline Security Toothbrush	4"	\$ 0.20
Mandatory Health Care	TOOTHPASTE COLGATE SENSITIVE 7 oz max	Aqua Fresh 5.6oz Sensitive Toothpaste	5.6oz	\$ 3.71
Mandatory Health Care	KONSYL D PSYLLIUM BASED LAXATIVE FIBER max. 13 oz.	Konsyl-D Psyllium Based Laxative Fiber	14 oz.	\$ 5.93
Mandatory Health Care	COAL TAR SHAMPOO max. 15 oz.	Good Sense Coal Tar Shampoo 8.5oz.	8.5oz	\$ 4.62
Mandatory Health Care	SHAMPOO - DANDRUFF (.25 oz packet)	Dandruff Shampoo .25oz	.25oz	\$ 0.11
Mandatory Health Care	SHAMPOO - CONDITIONING (.25 oz packet)	Shampoo	.25 oz	\$ 0.10
Over the Counter	COUGH DROPS - Cherry (max 30 per package)	Good Sense Cherry Cough Drops 30ct	30ct	\$ 0.90
Over the Counter	COUGH DROPS - Honey Lemon (max 30 per package)	Good Sense Honey Lemon Cough Drops 30ct	30ct	\$ 0.90
Over the Counter	COUGH DROPS - Sugar Free (max 30 per package)	Good Sense Sugar Free Cough Drops 25ct.	25ct	\$ 1.62
Over the Counter	EYE DROPS - 1 oz	Regular Eye Drops .5oz	.5oz	\$ 1.98
Over the Counter	ANTIFUNGAL POWDER max 3 oz	Heritage 3oz Anti Fungal Powder	3oz	\$ 2.35
Over the Counter	MUSCLE RUB ANALGESIC MUSCLE RUB 6 oz. max	Muscle Balm 3oz.	3oz	\$ 2.24
Over the Counter	VITAMIN C 250 mg-100 caps	Nature's Bounty Vit C. 250mg 100ct tablets - NOW 500MG	100ct	\$ 4.34
Over the Counter	VITAMIN E - 200 IU - 100 Tablets	Natural Choice Vitamin E	100ct	\$ 7.11
Over the Counter	VITAMINS Multiple Vitamins w/o Minerals 100 ct (max 100% of DRI for all nutrients)	1-Day Vitamin w/o Iron	90ct	\$ 2.32
Over the Counter	VITAMINS Multivitamin w/Minerals 100 ct (max 100% of DRI for all nutrients)	1-Day Vitamin w/ Iron	90ct.	\$ 2.77
Over the Counter	VITAMIN - Centrum Silver 125 ct	Centrum Silver 125ct	125ct	\$ 19.60
Over the Counter	ADDRESS Book, No metal parts	Small Address Book	1ea	\$ 0.77
Over the Counter	TUMS ANTACID 3 PK ROLLS max 12 tablets	Rolaids 12ct Roll(3pk)	12ct -3pk	\$ 2.43
Over the Counter	ANTACID - Calcium Fruit Tabs 150's	Calcium Antacid Tabs Fruit 150ct	150ct	\$ 3.85
Over the Counter	ANTACID TABLETS - 2 pack 420mg	Antacid Tablets 450mg 2pk	250ct-2pk	\$ 0.14
Over the Counter	CHEST RUB max 4 oz.	Medicated Chest Rub	3.53oz.	\$ 2.13
Over the Counter	FISH OIL	NATURE'S BOUNTY FISH OIL 120CT	120cs	\$ 10.14
Hair Care	AFRO Comb or Pick, Max. to exceed 7"	6.5" Afro Comb	6.5"	\$ 0.15
Hair Care	BRUSH Hair Brush, Military no handle, max 6" in length	Military Hair Brush	1ea	\$ 1.62
Hair Care	COMB - Not to exceed 7"	7" Professional Comb	7"	\$ 0.12
Hair Care	CONDITIONER HAIR - (e.g. Next 1)	Elementz Hydratin Conditioner Almod/Shea 15oz	15oz	\$ 1.96
Hair Care	CONDITIONER HAIR - (e.g.Sauve Milk & Honey)	Suave Waterfall Mist Conditioner 12 oz	12oz	\$ 2.25
Hair Care	MOISTURIZING HAIR OIL 8 oz	Luster Pink Oil Moisturizer 8oz	8oz	\$ 6.23
Hair Care	DOO-RAG - (e.g. Du Rag) black or white only	Doo Rags	1ea	\$ 2.65
Hair Care	DOO-RAG - Stretch Wave Cap, Black	Cool Wave Stretch Wave Caps	1ea	\$ 2.65
Hair Care	HAIR CLEAR STYLING GEL max 15 oz	Elementz Firm Hold Styling Gel w/Aloe 15oz	15oz	\$ 2.72
Hair Care	HAIR SHINE GEL	Let's Jam Shine Gel 4.4oz	4.4oz	\$ 4.06
Hair Care	HAIR DRESS - Ethnic (e.g. Coconut)	SoftEE Coconut Oil Conditoner 5oz.	5oz.	\$ 2.44
Hair Care	HAIR DRESS - Ethnic (e.g. Sulfur 8)	Sulfur 8 2oz Conditioner	2oz	\$ 3.92
Hair Care	HAIR DRESSING - POMADE	Murray's 4oz Pomade	4oz.	\$ 2.53





Hair Care	PONYTAIL HOLDERS (e.g. GOODY) black or white only	Black 18pk Elastic Ponytailer Holder	18pk	\$ 1.25
Hair Care	SHAMPOO	Suave 15oz Daily Clarifying Shampoo	12oz	\$ 2.25
Hair Care	SHAMPOO	Suave 12 oz. Juicy Green Apple Shampoo	12oz	\$ 2.25
Hair Care	SHAMPOO BALSAM	Crawford 4oz Balsam Protein Shampoo 4oz	4oz	\$ 1.05
Hair Care	SHAMPOO Max Body (e.g. NEXT 1)	Elementz Thickening Shampoo Ginseng/Aloe 15oz	15oz	\$ 1.96
Hair Care	SHAMPOO Sulphur8 Medicated Shampoo	Sulfur 8 7.5oz Shampoo	7.5oz	\$ 3.92
Hair Care	SHAMPOO/CONDITIONER Combination (e.g. NEXT1)	Elementz 3-N-1 Total Care Coconut Lime 15oz	15oz	\$ 2.43
Hair Care	CONDITIONER ( 4 oz)	Crawford Balsam/Protien Conditioner 4oz	4oz	\$ 0.48
Hair Care	TERRY CLOTH SWEATBAND	Terry Cloth Headband	1ea	\$ 1.11
Hair Care	HAIR DRESS	Three Flowers Molding Pomade 4oz	4oz	\$ 4.27
Skin Care	SHAVE CREAM PACKET (.25 oz, brushless)	Shave Cream Packet 7.5ML/.25oz	.25oz	\$ 0.52
Skin Care	BATH & SHOWER Powder, Max 13 oz.	New Day 13oz Bath/Shower Powder	13oz	\$ 1.62
Skin Care	DEODORANT - Anti-perspirant (e.g. Power Up) max. 3 oz	Power Up Force A/P Deodorant Clear Roll-on	3oz	\$ 2.58
Skin Care	DEODORANT - Gel (e.g. Mennen) max. 3 oz	Mennen Aqua Sport 3oz. Gel Deodorant	3oz	\$ 3.49
Skin Care	DEODORANT - Stick (e.g. Power Up) max. 3 oz	Power Up 2.5oz A/P Clear Deodorant Force	2.5oz	\$ 2.57
Skin Care	DEODORANT - Stick (e.g. Right Guard) max. 3 oz	Mennen Speed stick Ultimate Sport Deodorant	3oz	\$ 3.49
Skin Care	DEODORANT - Stick (e.g. Cool Zone) max. 3 oz	Power Up 2.5oz Drive Deodorant	2.5oz	\$ 2.28
Skin Care	DEODORANT - Stick max. 0.5 oz	Crawford Regular Stick Deodorant .5oz	.5oz	\$ 1.75
Skin Care	DEODORANT (.12 oz packet)	Freshscent Deodorant Gel .12oz	.12oz	\$ 0.10
Skin Care	LIP BALM (e.g. BLISTEX) max 6 grams	Chapstick Blist Card	.15oz	\$ 1.71
Skin Care	LIP BALM not to exceed 6 g (e.g. CHAPSTICK LIP BALM ICE DROPS)	Chap-Et Lip balm .16oz.	.16oz	\$ 1.01
Skin Care	LOTION Moisturizing Lotion, (e.g. Next 1) (no oils, max 15 oz)	Infuzed Daily Body Lotion Coconut Lime W Aloe 15oz	15oz	\$ 2.13
Skin Care	LOTION XTRA STRENGTH LOTION (e.g. NEXT 1) (no oils, max 15 oz)	Infuzed Advanced Therapy Body Lotion w/ Shea 15oz	15oz	\$ 2.13
Skin Care	LOTION HAND and BODY (4 oz)	Crawford Skin Care Lotion 4oz	4oz	\$ 0.76
Skin Care	LOTION HAND and BODY PACKET	Hand & Body Lotion 10 pk	10 pk	\$ 1.76
Skin Care	SKIN CREAM Medicated (e.g. NOXZEMA) max 8 oz	Heritage Greasless Skin Care Cream 4.5oz.	4.5oz	\$ 1.66
Skin Care	SOAP Acne Skin Soap (e.g. Neutrogena)	Neutrogena 3.25oz Soap	3.25oz	\$ 3.84
Skin Care	SOAP - Complexion Bar	Ambi Complex Bar 3.5oz	3.5oz	\$ 2.24
Skin Care	SKIN CREAM - Normal skin	Ambi Normal Skin Cream 2oz	2oz	\$ 7.28
Skin Care	BODY WASH	Black Ice Polo Body Wash	15oz	\$ 3.64
Skin Care	BODY WASH	Black Ice Gucci Body Wash	15oz	\$ 3.64
Skin Care	LOTION	Dial Advanced Therapy Lotion 12 oz.	12oz	\$ 3.38
Dental	DENTAL Floss/Waxed (single use)	Dental Floss Loops Mint	30 pk	\$ 2.55
Dental	DENTURE - Adhesive, 3 oz max (e.g. Effergrip)	Effergrip 2.5oz Tube	2.5oz	\$ 4.55
Dental	DENTURE - Brush	4" Denture Brush	4"	\$ 0.44
Dental	DENTURE - Cleanser (e.g. Good Sense) max 40 tablets	Fresh Mint Denture Cleanser 40ct.	40ct	\$ 2.80
Dental	DENTURE - Cup	Sea Bond Denture Bath	1ea	\$ 2.07
Dental	MOUTHWASH ALCOHOL-FREE, not to exceed 8 oz. (e.g. Heritage)	Percara Mint Mouthwash	8oz	\$ 0.99
Dental	TOOTHBRUSH CAP (plastic, to cover brush only)	White Toothbrush Cap	1ea	\$ 0.21
Dental	TOOTHPASTE Clear Tube max 7 oz	Cool Wave 4oz. Flouride Toothpaste	4oz	\$ 1.47
Dental	TOOTHPASTE Reg Flavor 4.6 oz (e.g. Colgate)	Colgate 4.6oz Great Reg Flavor Toothpaste	4.6oz	\$ 2.80
Dental	TOOTHPASTE Clear Tube (e.g. Colgate Icy Blast) max 7 oz	Colgate 2 in 1 Icy Blast Whitening Toothpaste	4.6oz	\$ 3.82
Dental	TOOTHPASTE PACKET - Clear Flouride Gel Pack .15 oz	Clear Flouride Packet .15 oz	.15 oz	\$ 0.13
Dental	TOOTHPASTE (.85 oz)	Freshmint Floride Toothpaste .85oz	.85oz	\$ 0.21



Miscellaneous	BAG Cosmetic/Shaving Bag, plastic, clear, nylon zipper, 10" x 8" x 4" max	Clear Cosmetic Bag	9"X7"X4"	\$ 5.51
Miscellaneous	COTTON SWABS (flexible)	New Day Cotton Swabs 300ct.	300ct	\$ 1.54
Miscellaneous	BATHROOM TISSUE (2 ply sheet)	Toilet Paper 1Ply 1000Sheets/Roll	1 ea	\$ 0.78
Miscellaneous	FINGER NAIL CLIPPER (NO FILE), no more that 2.5 in	Blister Card Nail Clipper	1ea	\$ 0.65
Miscellaneous	MIRROR, ACRYLIC W/O MAGNET	Acrylic Mirror w/o Magnet	1ea	\$ 1.84
Miscellaneous	SHOWER CAP DISPOSABLE SHOWER CAP	Shower Cap	1ea	\$ 0.07
Miscellaneous	SHOWER SHOES SPORT	Shower Shoes Tan Saddle Syle (Small)	1ea	\$ 3.60
Miscellaneous	SHOWER SHOES	Shower Shoes Tan Saddle Syle (Medium)	1ea	\$ 3.60
Miscellaneous	SHOWER SHOES	Shower Shoes Tan Saddle Syle (Large)	1ea	\$ 3.60
Miscellaneous	SHOWER SHOES	Shower Shoes Tan Saddle Syle (X-Large)	1ea	\$ 3.60
Miscellaneous	SHOWER SHOES	Shower Shoes Tan Saddle Syle (XX-Large)	1ea	\$ 3.60
Miscellaneous	BUG STICK (Insect Repellant, max 10% deet only)	Off Botanicals Insect Repellent	3.0 oz	\$ 8.12
Miscellaneous	BATTERIES AAA Batteries, 4 pk. (e.g. Panasonic)	PANASONIC AAA BATTERIES 4PK	4pk	\$ 2.91
Miscellaneous	BATTERIES AA Alkaline Batteries - 4 pk (e.g. Panasonic)	PANASONIC AA BATTERIES 4PK	4pk	\$ 2.91
Miscellaneous	BATTERIES D Batteries, 2 pk. (e.g. Panasonic)	Panasonic 2pk D Batteries	2pk	\$ 2.69
Miscellaneous	BOWL Bowl/Lid 1 liter (e.g. Rubbermaid) plastic/pliable, microwave safe	Crawford 1.6Qt Bowl	1.6qt	\$ 2.36
Miscellaneous	CARDS Pinochle Cards (e.g. BICYCLE)	Aviator Pinochle Cards	1-52card deck	\$ 1.74
Miscellaneous	CARDS Playing Cards (e.g. BICYCLE)	Aviator Poker Cards	1-52card deck	\$ 1.74
Miscellaneous	COFFEE CUP W/HANDLE	Coffee Cup w/handle 12oz.	12oz.	\$ 0.81
Miscellaneous	EAR BUDS - (e.g. KOSS CL-3 Clear)	Clear Earbud with 6' Cord	1ea	\$ 5.48
Miscellaneous	EAR PLUGS	2pk Earplugs	1-2pk	\$ 0.22
Miscellaneous	EXTENSION CORD, Headphone, not to exceed 9 ft	6' Headphone Cord	1ea	\$ 2.24
Miscellaneous	EXTENSION CORD, Single Outlet	9' Extension Cord	1ea	\$ 2.96
Miscellaneous	IDENTIFICATION HOLDER	Clear Plastic ID Holder	1ea	\$ 1.02
Miscellaneous	KEY RING - Plastic	Plastic Key Tag	1ea	\$ 1.09
Miscellaneous	PROTEIN POWDER (NATURAL BASED)	Ultra Whey Protein 1lb.	16oz	\$ 15.51
Miscellaneous	SEWING KIT, SINGER W/O SCISSORS	Sewing Kit w/o scissors	1 kit	\$ 1.81
Miscellaneous	SHOE LACES 36"	Kiwi Shoes Athletic Shoelaces-White (#21548)	1-36" pair/laces	\$ 0.95
Miscellaneous	SPORKIE - SPORK (plastic/pliable)	Plastic Spork	1ea	\$ 0.08
Miscellaneous	SPORKIE - SPORK (plastic/pliable)	Cooks Spork Co-Polymer Tan	400 cs	\$ 0.34
Miscellaneous	TUMBLER PLASTIC W/LID	22oz Plastic Tumbler with Lid	22oz	\$ 0.41
Miscellaneous	SOAP DISH	Soap Dish	2pc	\$ 0.46
Miscellaneous	GAME -CHESS & CHECKER SET (hollow with no bottom; no metal)	Chess/Checker Combo Set	1 game	\$ 7.44
Miscellaneous	GAME -Dominoes, No metal pieces	Double Six Dominoes	1 game	\$ 2.91
Miscellaneous	EAR BUDS	Koss KE5K Earbud / Stealth Black	1ea	\$ 6.00
Miscellaneous	EAR BUDS	Skullcandy Smokin Clear EarBud 2	1ea	\$ 29.99
Miscellaneous	STEREO/MONO MINI ADAPTER	Mini Adapter Headphone Jack	1ea	\$ 1.56
Stationery	CALENDAR, 12 month 8 1/2" x 11", no metal parts	12 Month Calendar(each month is one 8.5 X 11 page)	1ea	\$ 1.84
Stationery	ENVELOPE - Manila Envelope w/out Clasp	10X15 Manila Envelope - non metered	10X15	\$ 0.22
Stationery	ENVELOPE - Manila Envelope w/out Clasp	15 x 20 Manila Envelope - non metered	15 x 20	\$ 1.25
Stationery	ENVELOPE	Unisource Envelope #10 , White, 4 1/8 x 9 1/2" Legal Envelope - non metered	1ea	\$ 0.04
Stationery	ENVELOPE	Envelope #10, White 4 1/8 x 9 1/2 - Legal envelopes, metered, 1 ounce	1ea	\$ 0.57



Stationery	FILE FOLDER W/FLAP, no metal parts, Letter-Size	Document File 10X15-Velcro Tab	10X15	\$ 1.47
Stationery	GREETING CARD ASSORTMENT (e.g. 6 pack) 6 1/8" x 11 - 12" max	Greeting Cards	1 Card	\$ 0.84
Stationery	PAPER CARBON (10 sheet pads) 8 1/2" x 11"	Carbon Paper 10ct 8.5 X 11	10ct	\$ 1.43
Stationery	PAPER TYPING (500) sheets	Typing paper (500ct)	500ct.	\$ 5.88
Stationery	PAPER WRITING PAPER 8 1/2 X 11 WHITE, LINED*	White 8.5X 11 inch pad	1-50sheet pad	\$ 1.12
Stationery	PEN BLUE or BLACK CLEAR BARREL (e.g. BIC)	Bic Pen-10pk #20224(Blue) and #20225 (Black)	1-10ct pk	\$ 2.39
Stationery	PEN BLUE or BLACK CLEAR BARREL (e.g. BIC)	Bic 2Pk Cristal Pen #24584(Black) and 3 pk#24583(Blue)	2-3 Pens	\$ 1.04
Stationery	NO. 2 PENCIL	#2 Pencil w/Eraser	1ea	\$ 0.14
Stationery	PHOTO ALBUM 24 pgs (no metal parts, max 12" x 12")	Large Hard Covered Photo Album (24 pages)	1ea	\$ 2.65
Beverages	BEVERAGE COLD Drink Mix Lemonade (e.g. Country Time)	Country Time Lemonade 12oz.	12oz	\$ 2.19
Beverages	BEVERAGE COLD Orange Breakfast Drink	Keefe Orange Breakfast Drink Mix 12oz.	12oz	\$ 1.89
Beverages	BEVERAGE COLD - INSTANT BREAKFAST DRINK	Carnation Instant Breakfast Drink 1.26oz 10 count	12.6oz	\$ 7.88
Beverages	BEVERAGE COLD - VARIETY INSTANT BREAKFAST DRINK	Variety Carnation Instant Breakfast Drink 1.26oz 10 count	12.6oz	\$ 7.88
Beverages	BEVERAGE COLD TEA W/Lemon 19 oz (e.g. Sweet Fusions)	Sweet Fuzions Tea w/ Lemon 19oz	19oz	\$ 3.39
Beverages	BEVERAGE COLD Tropical Punch (e.g. Kool Aid, Cool Off)	Kool Aid Tropical Punch Mix 12oz	12oz	\$ 2.19
Beverages	BEVERAGE COLD Watermelon/Strawberry (e.g. Kool Aid)	Kool-Aid Watermelon/Strawberry Drink Mix 12oz.	12oz	\$ 2.19
Beverages	BEVERAGE COLD	Hawaiian Punch Polar Blast S.F. Drink	.75 oz	\$ 1.94
Beverages	BEVERAGE COLD	Gatorade Fruit Punch 7.5oz	7.5oz	\$ 2.10
Beverages	BEVERAGE COLD	Jolly Rancher Green Apple Drink Mix	.62 oz	\$ 1.94
Beverages	BEVERAGE COLD Cherry	Cherry Kool Aid 12oz.	12oz.	\$ 2.19
Beverages	BEVERAGE HOT Cocoa No Marshmallows	Swiss Miss Hot Chocolate 9 oz	9oz.	\$ 1.79
Beverages	BEVERAGE HOT Cocoa W/Marshmallows	Keefe 10oz Hot Cocoa w/marshmallows	10oz	\$ 1.64
Beverages	BEVERAGE HOT Tea Bags	Keefe Tea Bags 48ct.	3.75oz box	\$ 1.98
Beverages	BEVERAGE HOT - TEA BAGS ASSORTED	Bigelow 6 Assorted Tea Bags 18 count	18 count	\$ 3.71
Beverages	BEVERAGE HOT Tea Bags	Bigelow Earl Grey Decaf Tea	20 ct	\$ 3.96
Beverages	BEVERAGE HOT Tea Bags	Bigelow Flavored Green Tea	20ct	\$ 3.96
Beverages	COFFEE	Keefe Coffee Alturo Blend 3oz.	3oz	\$ 3.06
Beverages	COFFEE - Columbian	Keefe 3oz 100% Freeze Dried Colombian Coffee	3oz	\$ 3.62
Beverages	COFFEE - Maxwell House 4 oz	Maxwell House Coffee 4oz	4oz	\$ 4.28
Beverages	COFFEE - DeCaffinated	Keefe 3oz Decaf Colombian Coffee	3oz	\$ 3.63
Beverages	COFFEE - French Vanilla Cappuccino	Brushy Creek French Vanilla Cappuccino 8oz	8oz	\$ 1.65
Beverages	CREAMER - Non-Dairy	Keefe 8oz. Non Dairy Creamer	8oz	\$ 1.40
Beverages	CREAMER - Non-Dairy	Paramount Farms French Vanilla Non-Dairy Creamer	6.75oz	\$ 1.73
Beverages	CREAMER	Coffeemate Creamer	6 oz	\$ 1.77
Beverages	MILK POWDERED POUCH NON-DAIRY	Paramount Farms Instant Non Fat Dry Milk	10oz	\$ 4.73
Beverages	BEVERAGE COLD	Crush Orange Drink Mix S.F.	.55 oz	
Beverages	POP COLA	Faygo Cola 20oz	20oz	\$ 0.77
Beverages	POP MOON MIST	Faygo Moon Mist 20oz.	20oz	\$ 0.77
Beverages	BOTTLED WATER	Bottled Water	16.9oz	\$ 0.71
Bread	BREAD CORN TORTILLAS 6 ct.	Chi Chi's White Corn Tortilla 10ct 9oz.	9oz	\$ 1.20
Bread	BREAD, Bagel Plain	Golden Valley Plain Bagel	4oz	\$ 0.60
Bread	BREAD, Bagel Flavored (ie cinnamon raisin)	Golden Valley Cinnamon Raisin Bagel	4oz	\$ 0.60
Bread	HONEY BUN	Chocolate Iced Honey Bun 4.75oz.	4.75oz	\$ 0.63



Bread	ICED BUNEEZ	Zippy Cakes 6oz Monster Iced Buneez	6oz	\$ 0.77
Bread	CINNAMON ROLL	Zippy Cakes Iced Cinnamon Swirl 4oz.	4oz.	\$ 0.72
Bread	SWISS ROLLS	Zippy Cake Swiss Rolls	12oz	\$ 2.15
Bread	DONUT - DUNKIN STIX	Zippy Cake D-Dunk Dunkin Sticks	10oz	\$ 1.89
Bread	DANISH - BEAR CLAW	Zippy Cakes Bear Claw Wham Wham(Bear Claw) 5oz.	5oz	\$ 0.75
Bread	DANISH - STRAWBERRY CHEESE	Zippy Cake Strawberry Cheese Danish	4.25oz.	\$ 0.74
Candy	CANDY BAR Baby Ruth	Baby Ruth	2.1oz	\$ 0.95
Candy	CANDY BAR Chic-O-Stick	Chik-O Stick	.7oz	\$ 0.20
Candy	CANDY BAR M&M Peanuts	M&M Peanuts	1.74oz	\$ 1.02
Candy	CANDY BAR Payday	Payday Candy Bar	1.85oz	\$ 1.02
Candy	CANDY BAR Snickers	Snickers	1.86oz	\$ 1.02
Candy	CANDY BAR	Kit Kat	1.50oz	\$ 1.02
Candy	CANDY BAR - Peanut Butter Cups	Reeses Peanut Butter Cup 1.5 oz	1.5 oz	\$ 1.02
Candy	CANDY CHEWY Now and Later	E.Z. Digby's Now and Later	3.25oz	\$ 0.77
Candy	CANDY CHEWY	EZ Digby's Candy Jelly Beans	4.25oz	\$ 0.77
Candy	CANDY CHEWY	Chewy Lemonhead & Friends Candy 4 oz.	4oz	\$ 1.01
Candy	CANDY CHEWY	Sather's Sour Neon Night Crawlers 4 oz.	4oz	\$ 1.01
Candy	CANDY CHEWY	Starburst Candy 7.2 oz bag	7.2 oz	\$ 2.85
Candy	CANDY CHEWY	Chewy Red Hots 4 oz.	4oz	\$ 1.01
Candy	CANDY HARD Atomic Fireballs	E.Z. Digby's Atomic Fireballs	3oz	\$ 0.69
Candy	CANDY HARD CANDY Jolly Ranchers 3.7 oz	E.Z. Digby Jolly Ranchers 3.7oz.	3.7oz	\$ 0.90
Candy	CANDY HARD CANDY Lemon Drop 4.25 oz	E.Z. Digby Lemon Drops 4.25oz.	4.25oz	\$ 0.65
Candy	CANDY HARD Digby All-star Assorted	E.Z. Digby's All-Star Assorted Candies 3.75oz.	3.75oz	\$ 0.80
Candy	CANDY HARD Starlight Mints	E.Z Digby's Starlight Mints 3.75oz.	3.75oz	\$ 0.68
Candy	CANDY - SUGAR FREE	GoLightly Sugar Free Butterscotch Candy	2.75oz	\$ 2.13
Candy	CANDY - SUGAR FREE	Sunkist Sugar Free Tropical Blend Candy	2.75oz	\$ 2.13
Chips	CHIP - CHEESE Puffs	Cactus Annie's Cheese Puffs 10oz	10oz	\$ 1.95
Chips	CHIP - Rippled	Moon Lodge Ripple Potato Chip 6oz.	6oz	\$ 1.26
Chips	CHIP - BBQ	Moon Lodge BBQ Potato Chip	6oz	\$ 1.29
Chips	CHIP - JALAPENO	Moon Lodge Stuffed Jalapeno 6oz	6oz	\$ 1.29
Chips	POPCORN	Moon Lodge Jalapeno Popcorn 5oz.	5oz	\$ 1.35
Chips	CHIP - CHEESE Crunchy	Cactus Annie's 11oz. Cheese Crunchy	11oz	\$ 1.97
Chips	CHIP - CHEESE; Hot Cheese Crunchy	Cactus Annie's 9.5oz. Hot Cheese Crunchy	9.5oz	\$ 1.97
Chips	CHIP - CORN - Hot & Spicy	Cactus Annie's Hot and Spicy Corn Chip 12oz	12oz	\$ 1.97
Chips	CHIP - CORN Chips	Cactus Annie's Corn Chip 13oz.	13oz	\$ 1.89
Chips	CHIP - CHILI CHEESE - Corn Chip	Fritos Chili Cheese 10.5oz	10.5oz	\$ 2.67
Chips	CHIP - COOL RANCH - Tortilla	Doritos Cool Ranch 8oz.	8 oz	\$ 2.22
Chips	CHIPS - TORTILLA	Cactus Annie's Tortilla Chips 12oz	12oz.	\$ 1.89
Chips	CHIPS - HOT FRIES	ANDY Capp's Hot Fries	.85oz	\$ 0.38
Chips	CHIPS - BLUE CHEESE	Moon Lodge Buffalo Wing Blue Cheese Potato Chips 6oz.	6oz	\$ 1.29
Chips	CHIP - CORN	Doritos Nacho Cheese	8 oz	\$ 2.22
Chips	CHIP - NACHO - Cheese Tortilla	Cactus Annie's Nacho Tortilla Chips 10oz.	10oz	\$ 1.97
Chips	CHIP - PARTY Mix	Cactus Annie's Whole Enchilada Party Mix	11oz	\$ 1.94



Chips	CHIP - PORK Rinds Plain	Cacut Annie's Hot and Spicy Pork Rinds	2 oz	\$ 0.83
Chips	CHIP - Regular	Moon Lodge Ripple Potato Chips 6oz	6oz	\$ 1.26
Chips	CHIP - Sour Cream & Onion	Moon Lodge Sour Cream and Onion 6oz Chip	6oz	\$ 1.29
Chips	CHIP - Cheddar/Sour Cream 5.5 oz	Ruffles Cheddar/Sour Cream 5.5oz	5.5 oz	\$ 1.94
Chips	CHIP - PRETZELS	Moon Lodge Pretzels 11oz.	11oz	\$ 1.44
Chips	CHIP - CORN NUTS	Corn Nuts Chili Picante	1.4oz	\$ 0.90
Condiments	CHEESE SPREAD - Cheddar Cheese Spread	Velveeta Sharp Cheese cup 8 oz	8oz	\$ 1.77
Condiments	CHEESE SPREAD - Jalapeno Cheese (e.g. City Cow)	Velveeta Jalapeno Cheese cup 8 Oz	8 oz	\$ 1.77
Condiments	CHEESE SPREAD	Made with Philly Cream Cheese w/ Jalapenos	2oz	\$ 0.68
Condiments	HONEY, individual packets (e.g. SQUEEZUM)	Honey Squeezum's Packets 10pk	10-9g packets	\$ 1.50
Condiments	JELLY GRAPE individual packets	Squeezum's Grape Jelly 10pk	10-1oz packets	\$ 1.97
Condiments	JELLY STRAWBERRY individual packets	Squeezum's Strawberry Jelly 10pk	10-1oz packets	\$ 1.97
Condiments	PEANUT BUTTER CREAMY	Keefe Creamy Peanut Butter 18oz	18oz	\$ 3.29
Condiments	PEANUT BUTTER CRUNCHY	Keefe Chunky Peanut Butter 18oz	18oz	\$ 3.29
Condiments	SAUCE PASTA SAUCE (BAG)	Brushy Creek Pasta Sauce 4oz.	4oz	\$ 0.69
Condiments	SAUCE, Hot Sauce, individual packets (e.g. ZAP's)	Squeezum's Hot Sauce 12pk strip	12-7g packets	\$ 0.51
Condiments	SEASONING GARLIC POWDER	Spiceco Classics Garlic Powder 2.5oz.	2.5oz	\$ 1.31
Condiments	SEASONING	McCormick Spice Classics Seasoned Salt	4.75oz	\$ 1.73
Condiments	SEASONING	Spiceco Vegetable Flakes	1oz	\$ 1.47
Condiments	SUGAR PURE GRANULATED SUGAR (e.g. KEEFE)	Keefe Granulated Sugar 12oz.	12oz	\$ 1.34
Condiments	SUGAR SWEETENER (e.g. SUGAR TWIN)	Sweetmate Pink 100ct Sweetener	3.5oz	\$ 1.89
Condiments	BBQ SAUCE	Hunt's BBQ Sauce	18OZ	\$ 1.91
Condiments	MAYONNAISE	Mayonnaise 12pk Strip	12 pk. Strip	\$ 0.87
Condiments	DRESSING	Kraft Ranch Dressing Packet	1.5 oz	\$ 0.60
Condiments	SALT SHAKER	Salt Shaker 4oz.(All Plastic)	4oz	\$ 0.48
Condiments	PEPPER SHAKER	Pepper Shaker 1.5oz (All Plastic)	1.5oz.	\$ 1.26
Condiments	PEPPER PACKETS	Pepper Packets-10pk	10pk	\$ 0.29
Condiments	SALT PACKETS	Salt Packets-10pk	10pk	\$ 0.26
Condiments	KETCUP	Squeezem Ketchup Regular	12 ea	\$ 0.80
Condiments	MUSTARD	Squeezem Mustard Regular	12 ea	\$ 0.80
Cookies	COOKIE - Chewy Chocolate Chip (e.g.Chips Ahoy)	Zippy Cakes Chocolate Chip Cookie	16oz	\$ 2.13
Cookies	COOKIE - CHOCOLATE CRÈME	Zippy Cakes Chocolate Cream Cookies	14oz	\$ 1.83
Cookies	COOKIE - DUPLEX	Zippy Cakes Duplex Cremes	14oz	\$ 1.89
Cookies	COOKIE - PEANUT BUTTER CRÈME	Zippy Cakes Peanut Butter Cremes	14oz	\$ 1.83
Cookies	COOKIE - LEMON CRÈME	Zippy Cakes 14oz Lemon Crème Cookies	14oz	\$ 1.83
Cookies	COOKIE - VANILLA WAFER	Zippy Cake Vanilla Wafers	16oz	\$ 1.98
Cookies	COOKIES	Oreo Cookies	1.8 oz	\$ 0.75
Cookies	COOKIE - CHOCOLATE CHIP	Zippy Cake Soft Chocolate Chip Cookie 2pk	2.75oz.	\$ 0.53
Cookies	COOKIE - PEANUT BUTTER	Zippy Cake Soft Peanut Butter Cookie 2pk	2.75oz.	\$ 0.53
Crackers	CRACKERS - Graham	Ralston Honey Graham Crackers 13.5oz.	13.5oz	\$ 2.63
Crackers	CRACKERS - Low Sodium (e.g. Saltines)	Premium Low Salt Crackers (Top) 16oz.	16oz	\$ 2.97
Crackers	CRACKERS -Saltines	Golden Valley Saltines 16oz.	16oz	\$ 1.70
Crackers	CHEESE CRACKERS	Cheese Crackers	9 oz.	\$ 2.51



Crackers	SNACK CRACKERS	GVS Snack Crackers	15.1 oz.	\$ 2.67
Breakfast	CEREAL BAR - Low Fat	Zippy Cakes Low Fat Strawberry Cereal Bar 1.3oz.	1.3oz	\$ 0.27
Breakfast	CEREAL COLD SWEETEN - Frosted Flakes	Golden Valley Cereal Frosted Flakes 20oz	20oz	\$ 3.54
Breakfast	CEREAL COLD SWEETEN	Kelloggs Cereal Apple Jacks	12.2oz	\$ 4.08
Breakfast	CEREAL COLD UNSWEETENED - Raisin Bran	Golden Valley Cereal Raisin Bran 20oz	20oz	\$ 3.99
Breakfast	CEREAL COLD - Cinniamon Squares	Golden Valley Cereal Cinnamon Squares 20oz	20oz	\$ 4.85
Breakfast	CEREAL HOT - Oatmeal Instant Variety	Ralston Variety Instant Oatmeal 10pk.	14.1oz	\$ 2.49
Breakfast	CEREAL HOT - Fruit Instant Variety	Cream Fruit Variiety Instant Oatmeal 10 count 12.3oz	12.3oz	\$ 2.22
Breakfast	BREAKFAST	BC Breakfast Bowl 9 oz	9oz	\$ 3.99
Snack	CHEESE STICK - Provolone	City Cow 4oz. Provolone Cheese Bar	4oz	\$ 1.94
Snack	CHEESE STICK - Cheddar	City Cow 4oz Cheddar Cheese Bar	4oz	\$ 1.94
Snack	NOODLE	FLORENTINE LASAGNA MEAL	1 ea	\$ 5.79
Snack	CHEESE NOODLE	CHEESE TORTELLINI MEAL	1 ea	\$ 5.79
Snack	DILL PICKLE - Hot (individual wrap)	Van Holten Hot Pickle	5oz.	\$ 0.72
Snack	DILL PICKLE - Kosher	Van Holten Kosher Zesty Garlic Pickle	5oz.	\$ 0.72
Snack	DILL PICKLE - Plain	Van Holten Mild Dill Pickle	5oz.	\$ 0.72
Snack	JALAPENO	Cactus Annie's Jalapeno Slices w/Brine	12 oz	\$ 2.88
Snack	FISH MACKEREL FILLETS	Fresh Catch Mackerel Fillets 3.53oz.	3.53oz	\$ 1.52
Snack	FISH STEAKS W/HOT SAUCE	Fresh Catch Fish Steaks in Louisiana Hot Sauce 3.53oz.	3.53oz	\$ 0.95
Snack	FISH TUNA IN WATER 4.23 oz	Fresh Catch Chunk Light Tuna 4.23 oz.	4.23oz	\$ 2.25
Snack	FISH	Fresh Catch Salmon Flakes in Water3.53oz	3.53oz	\$ 1.95
Snack	FISH	Chicken of the Sea Yellowfin Tuna in Chili Thai Sauce	3.53oz	\$ 3.30
Snack	FISH	Fresh Catch Fish Steaks in Spicy Mustard Sauce	3.53 oz	\$ 0.95
Snack	FISH	Fresh Catch Tuna with Jalapenos	3.53oz	\$ 2.10
Snack	MACARONI & CHEESE (e.g. VELVEETA)	Velveeta Macaroni and Cheese 3oz.	3oz	\$ 1.20
Snack	MEAT BACON (e.g. RYAN'S RANCH BACON)	Ryan's Ranch Single Serve Bacon .78oz	.78oz	\$ 2.37
Snack	MEAT TURKEY SAUSAGE	Jack Links Turkey Sausage 5 oz	5oz.	\$ 2.37
Snack	MEAT BEEF HOT SUMMER SAUSAGE	Jack Links Hot Beef Summer Sausage 5 oz	5oz.	\$ 2.22
Snack	MEAT BEEF SALAMI	Jack Links Beef Salami 5oz	5oz.	\$ 2.22
Snack	MEAT BEEF SUMMER SAUSAGE	Jack Links Beef Summer Sausage 5 oz	5oz.	\$ 2.37
Snack	MEAT CHICKEN BREAST	Brushy Creek Premium Chicken Breast 4.5oz.	4.5oz	\$ 3.06
Snack	CHICKEN	CHICKEN MEDITERRANEAN MEAL	1 ea	\$ 6.20
Snack	CHICKEN	MY KIND OF CHICKEN MEAL	1 ea	\$ 6.20
Snack	MEAT BEEF	Beef Stew Meal	1 ea	\$ 6.30
Snack	MEAT BEEF	Brushy Creek Roast Beef	10 oz	
Snack	MEAT BEEF	Jack Links Hot Beef and Cheese 1.2 oz.	1.2oz	\$ 1.19
Snack	MEATBALLS	Meatballs in Tomato Sauce	10 oz	
Snack	MEAT PEPPERONI HOT (e.g. LIL DUDE)	Jack Links Hot Li'l Chub 1.625 oz	1.625oz	\$ 0.86
Snack	MEAT SPICY MEAT/CHEESE STICK SAUSAGE	O'Brien's 1.125oz Hot/Spicy Beef Stick	1.125oz	\$ 0.77
Snack	MEAT PEPPERED BEEF JERKY	Jack Links Beef Jerkey .9oz	.9oz	\$ 1.88
Snack	MEAT ORIGINAL FLAVOR JERKY	Jack Links Original Flavor Beef Jerky .9oz	.9oz	\$ 1.88
Snack	NUTS CASHEWS	Barcelona Cashews 8oz	8oz	\$ 3.98
Snack	NUTS HONEY ROASTED NUTS	E.Z. Digby's Honey Roasted Peanuts 2.5oz.	2.5oz	\$ 0.74



Snack	NUTS HOT PEANUTS (e.g. HOT HOT)	Moon Lodge Hot Peanuts 1.75oz	1.75oz	\$ 0.42
Snack	NUTS MIXED NUTS	Barcelona Mixed Nuts with Peanuts 10oz.	10oz	\$ 3.50
Snack	TROPICAL BLEND	Barcelona Tropical Blend 4 oz.	4oz.	\$ 0.98
Snack	HEALTH MIX	Barcelona Health Mix 3.25oz.	3.25oz	\$ 1.25
Snack	NUTS PEANUTS (e.g. MAYFAIR)	Moon Lodge Salted Peanuts 1.75oz	1.75oz	\$ 0.42
Snack	WHOLE KERNAL CORN	Brushy Creek Whole Kernel Corn	7oz	\$ 1.43
Snack	BLACK BEANS	Brushy Creek Black Beans	10oz	\$ 1.46
Snack	POPCORN MICROWAVE BUTTER FLAVOR	MOON LODGE EXTRA BUTTER POPCORN	2.8OZ	\$ 0.51
Snack	POPCORN MICROWAVE KETTLE CORN	MOON LODGE KETTLE CORN POPCORN	2.8OZ	\$ 0.47
Snack	POPCORN MICROWAVE PLAIN	MOON LODGE NATURAL POPCORN	2.8OZ	\$ 0.51
Snack	POPCORN -White Cheddar	Moon Lodge 5oz. White Cheddar Popcorn	5oz.	\$ 1.29
Snack	POTATOES	Keefe Kitchens Instant Mashed Potatoes	4oz	\$ 1.08
Snack	REFRIED BEANS & RICE, CHILI FLAVORED	Sevilla Chili Flavored Refried Beans/ Rice 4.4oz.	4.4oz	\$ 1.07
Snack	REFRIED BEANS CHEESE (e.g. VELVEETA)	Velveeta Spicy Refried Beans 4oz.	4oz	\$ 1.04
Snack	RICE	Keefe Kitchens 8oz Instant Long Grain Rice	8oz	\$ 1.35
Snack	BROWN RICE	Keefe Kitchens 6.5oz Brown Rice	6.5oz	\$ 1.46
Snack	RICE SPANISH Rice w/Cheese & Jalapeno	Velveeta Spicy Cheesy Rice 2oz	2oz	\$ 0.65
Snack	WHITE INSTANT RICE	Uncle Ben's 7oz Instant Rice	7oz	\$ 1.31
Snack	OATMEAL CREAMS	Zippy Cake Oatmeal Cream Yum Yums	16oz	\$ 1.83
Snack	PEANUT BUTTER WAFER	Zippy Cake Peanut Butter Wafer	12oz	\$ 2.25
Snack	SUNFLOWER KERNELS	Sunflower Kernels 3.25oz	3.25oz	\$ 0.72
Snack	POPARTS STRAWBERRY 2 pks/8 count	Poptarts Strawberry	2pk-4ct	\$ 2.76
Snack	POPARTS BROWN SUGAR CINNAMON 2pks/8 count	Poptarts Brownsugar Cinnamon	2pk-4ct	\$ 2.76
Snack	POPARTS 2 pks/8 count	Pop Tarts Cookies & Creame	2pk-4ct	\$ 2.76
Snack	POPARTS 2 pks/8 count	Poptarts, Chocolate Chip	2pk-4ct	\$ 2.76
Snack	POPARTS 2 pks/8 count	Poptarts, Peanut Butter	2pk-4ct	\$ 2.76
Snack	PROTEIN BARS	ULTRA FIT NUTRITIONAL PROTIEN BAR CHOCOLATE PEANUT BUTTER CRUNCH	2.30OZ	\$ 2.49
Snack	PROTEIN BARS	ULTRA FIT NUTRITIONAL PROTIEN BAR COOKIES & CREAM CRUNCH	2.22OZ	\$ 2.49
Snack	BEANS	Brushy Creek Chili White Bean Chicken	8 oz	
Snack	CHILI - NO BEANS	Brushy Creek Chili No Beans 11.25oz.	11.25oz	\$ 2.18
Snack	CHILI - W/BEANS (e.g. Brushey Creek)	Brushy Creek Chili with Beans 11.25oz.	11.25oz	\$ 2.01
Snack	CHILI - SPICY W/BEANS TETRA PAK 11.25 oz	Brushy Creek Spicy Chili w/Beans Tetra Pak 11.25oz	11.25oz	\$ 1.95
Snack	SOUP STEW BEEF STEW (BRUSHY CRK)	Brushy Creek 11.25 Beef Stew	11.25oz	\$ 1.79
Snack	CHILI W/BEANS Hot (e.g. Brushy Creek)	Brushy Creek Hot Chili wth Beans 11.25oz	11.25oz	\$ 2.03
Snack	BBQ BEEF	Brushy Creek Beef Barbacoa 6oz.	6oz	\$ 3.53
Snack	SEASONED BEEF	Brushy Creek Seasoned Beef 6oz.	6oz.	\$ 3.08
Snack	BEANS	Sevilla Refried Beans 8oz	8oz	\$ 1.62
Snack	TORTILLAS	Cactus Annie's 8oz ct. Plain Four Tortillas	8oz	\$ 0.92
Snack	TORTILLAS	Misson Jalapeno Tortillas 6ct	6ct	\$ 2.52
Soup	SOUP , CHILI	Maruchan Chili Ramen Soup	3oz	\$ 0.34
Soup	SOUP CAJUN CHICKEN	Maruchan Cajun Chicken Ramen Noodle Soup	3oz	\$ 0.34
Soup	SOUP Cajun Shrimp (H)	Maruchan Cajun Shrimp Ramen Noodle Soup	3oz	\$ 0.34
Soup	SOUP CHEDDAR CHEESE (e.g. CUP-O-SOUP)	Instant Lunch Cheddar Cheese Cup of Soup	2.25oz	\$ 0.63



Soup	SOUP CHICKEN (e.g. OODLES/NOODLES)	Maruchan Chicken Ramen Noodle Soup	3oz	\$ 0.34
Soup	SOUP BEEF	Maruchan Beef Ramen Soup	3oz	\$ 0.34
Soup	SOUP CUP, TEXAS BEEF	Instant Lunch Hot and Spicy Beef Coup of Soup	2.25oz	\$ 0.63
Soup	SOUP HOT CALIFORNIA VEGGIE	Instant Lunch Hot California Vegetable Coup of Soup	2.25oz.	\$ 0.63
Soup	SOUP RAMEN-TEXAS BEEF	Maruchan Texas Beef Ramen Soup	3oz	\$ 0.34
Soup	SOUP RAMEN NOODLE HOT & SPICY VEG.	Maruchan Low Sodium Hot and Spicy Vegetable Ramen	3oz	\$ 0.34
Soup	SOUP RAMEN NOODLES - ROAST BEEF	Maruchan Roast Beef Ramen Noodle Soup	3oz	\$ 0.34
Soup	SOUP Ramen Roast CHICKEN	Maruchan Roast Chicken Ramen Noodle Soup	3oz	\$ 0.34
Soup	SOUP Chicken Low Sodium Ramen 3 oz	Chicken Low Sodium Ramen 3oz	3oz	\$ 0.34
Soup	SOUP Beef Low Sodium Ramen 3 oz	Beef Low Sodium Ramen 3oz	3oz	\$ 0.34
Soup	Soup Chili Low Sodium Ramen 3 oz	Chili Low Sodium Ramen 3oz	3oz	\$ 0.34
Female - Mandatory	MONISTAT 7	Miconazole (Generic Monistat) 1.0 oz	1.0oz	\$ 3.30
Female - Mandatory	MENSTRUAL RELIEF MEDICATION	Midol 16ct	1ea	\$ 4.40
Female - Miscellaneous	A/P DEODORANT (i.g. Power Up)	Power Up A/P Bloom Deodorant Clear Roll-on	2 oz	\$ 2.28
Female - Miscellaneous	LADY SPEED STICK SHOWER FRESH	Lady Speed Stick A/P Invisible Dry Shower 1.4oz	1.4oz	\$ 2.38
Female - Miscellaneous	SQUARE TIP TWEEZERS	Square Tip Tweezers	1ea	\$ 0.42
Female - Miscellaneous	MISCELLANEOUS HYGIENCE PRODUCTS	Playtex Unscented Regular Gentle Glide Tampons	20ct	\$ 7.66
Female - Miscellaneous	MISCELLANEOUS HYGIENCE PRODUCTS	Panty Liner (22 count)	22ct	\$ 1.12
Female - Miscellaneous	MISCELLANEOUS HYGIENCE PRODUCTS	Preference Super Tampon	40 ct	\$ 5.88
Female - Miscellaneous	MISCELLANEOUS HYGIENCE PRODUCTS	Preference Regular Maxi Pad	24 ct	\$ 2.10
Female - Miscellaneous	MISCELLANEOUS HYGIENCE PRODUCTS	Preference Super Maxi Pad	22 ct	\$ 2.10
Female - Miscellaneous	MISCELLANEOUS HYGIENCE PRODUCTS	MASSENGILL DOUCHE VINEGAR WATER (2 PK)	4.5 oz	\$ 2.66
Female - Miscellaneous	COSMETICS	COVER GIRL MASCARA LASH BLAST CLUMP CRUSHER BROWN WOMENS	1ea	\$ 6.78
Female - Miscellaneous	COSMETICS	Lapointe Mango 4oz.	4oz	\$ 2.80
Female - Miscellaneous	COSMETICS	CG Smoothers Concealer Light	1ea	\$ 7.63
Female - Miscellaneous	COSMETICS	CG Smoothers Concealer Medium	1ea	\$ 7.63
Female - Miscellaneous	COSMETICS	Wet & Wild Silk Finish Breeze Lipstick	1ea	\$ 0.98
Female - Miscellaneous	COSMETICS	Black Eyeliner Wet N Wild Mega Liquid	each	\$ 4.20
Female - Miscellaneous	COSMETICS	Dark Brown Eyeliner Wet N Wild Mega Liquid	each	\$ 4.20
Female - Miscellaneous	COSMETICS	Black Eyeliner - Wet N Wild Mega Retractable	each	\$ 1.89
Female - Miscellaneous	COSMETICS	Dark Brown Eyeliner - Wet N Wild Mega Retractable	each	\$ 1.89



Female - Miscellaneous	COSMETICS	Elementz Body Wash Sea Minerals	15 oz	\$ 2.02
Female - Miscellaneous	COSMETICS	Gen Mascara Mega Protein	1 ea	\$ 1.65
Female - Miscellaneous	HAIR CARE	Plastic Side Comb 2/PK	1ea	\$ 1.43
Female - Miscellaneous	HAIR CARE	HTG Alcohol Free Hair Spray 8oz	8oz	\$ 2.10
Female - Miscellaneous	SKIN CARE	Secret Antiperspirant Deodorant Powder Fresh	1.7oz	\$ 2.28

Percentage Commission for Friends and Family Care Packages: 19.00%

Percentage Commission to MDOC for Prisoner Store Purchases: 19.00%



## Attachment B - Service Level Agreements

### SLA: INVENTORY OUTAGES

#### **Definition and Purpose**

The Contractor must ensure all store items are continuously available for prisoner purchase. Prisoner store inventory outages must not exceed 1% of the store items available at any given time. The Indicators and Methodologies shown below may change at the discretion of the MDOC.

#### **Indicators/Methodology/Acceptable Standard**

##### **Indicator**

1. Inventory Outage Report
2. Prisoner Store Sales Report

##### **Methodology**

1. MDOC will review the Inventory Outage Report to determine time frame of outages for the month.
2. MDOC will review the monthly Prisoner Store Sales Report to investigate store items with limited sales to determine if the lower sales resulted from store outages.
3. MDOC will review Prisoner Store Complaints/Grievances to identify issues related to outages of the prisoner store.

##### **Acceptable Standard**

The Contractor must maintain an inventory of prisoner store items that ensures not more than 1% of the items are out of stock at any given time.

##### **Amount for Failing to Meet Service Level Agreement:**

\$1,000.00 will be assessed for each day the prisoner store exceeds the 1% threshold of items out of stock. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. This charge may, at the State's option, be credited or set off against any fee or other charges payable to Contractor under this Contract or be payable to the State by demand.

**SLA: DELIVERY****Definition and Purpose**

The Contractor must ensure prisoner store orders are delivered to the facilities housing MDOC prisoners within five business days of the order being received by the Contractor according to the delivery schedule developed between the Contract Compliance Inspector and the Contractor. The Indicators and Methodologies shown below may change at the discretion of the MDOC.

**Indicators/Methodology/Acceptable Standard****Indicator**

1. Delivery Receipts and logs
2. Approved Delivery Schedule
3. Approved Deviations to the Delivery Schedule

**Methodology**

1. MDOC will review the Prisoner Store Delivery Receipts from the shipper to verify the date the order was received at the facility.
2. MDOC will review the approved Delivery Schedule to determine the delivery dates that will be used in reviewing compliance to the contract and SLA.
3. The delivery receipts will be compared to the delivery schedule to determine compliance.

**Acceptable Standard**

The Contractor must ensure prisoner store is delivered to the facilities housing MDOC prisoners according to the approved Delivery Schedule adjusted for any approved schedule deviations 100% of the time.

**Amount for Failing to Meet Service Level Agreement:**

\$1,000.00 will be assessed on the first business day after the facility scheduled delivery date has past. The amount will increase to \$2,000.00 if the store orders are not delivered on the second business day after the facility scheduled delivery date. The amount will increase to \$5,000.00 per day until the store orders are delivered to the facility. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. This charge may, at the State's option, be credited or set off against any fee or other charges payable to Contractor under this Contract or be payable to the State by demand.

**SLA: REPORTS****Definition and Purpose**

The Contractor must ensure all reports required in Section 1.042 are provided to the MDOC by the 5<sup>th</sup> business day of the following month. The Indicators and Methodologies shown below may change at the discretion of the MDOC.

**Indicators/Methodology/Acceptable Standard****Indicator**

1. Required Monthly Reports

**Methodology**

1. MDOC will review that all reports are available according to Section 1.042 Reports.

**Acceptable Standard**

The Contractor must ensure all reports required in Section 1.042 are provided to MDOC by the 5<sup>th</sup> business day of the following month. The acceptable standard is 100% compliance.

**Amount for Failing to Meet Service Level Agreement:**

\$3,000.00 will be assessed for each month that the required reports from Section 1.042 are not received by the MDOC on the 5<sup>th</sup> business day of the following month. An additional amount of \$500.00 will be assessed for each calendar day after the 5<sup>th</sup> business day until the reports are received by the MDOC. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. This charge may, at the State's option, be credited or set off against any fee or other charges payable to Contractor under this Contract or be payable to the State by demand.

**SLA: CUSTOMER SERVICE****Definition and Purpose**

The Contractor must maintain a customer service department that is available 24/7/365 to answer facility questions regarding prisoner store orders, address kiosk issues, and provide other customer services in accordance with the Contract as needed or requested by MDOC staff. The Indicators and Methodologies shown below may change at the discretion of the MDOC.

**Indicators/Methodology/Acceptable Standard****Indicator**

1. Service Compliance Reports
2. Prisoner Grievance and Kite response reports

**Methodology**

1. MDOC will review the Service Compliance reports to ensure resolution occurred according to the timeframes in the Contract.
2. MDOC will review the kiosk repair logs/documentation to determine if kiosks are repaired within 24 hours of request.
3. The facility log books will be reviewed to ensure returned calls are completed within one hour of documented call.
4. MDOC will daily record the number of kiosk out of service. This number will be tallied for the month and will be divided by the total number of kiosk days (number of kiosks multiplied by the number of month days) to determine if the percentage is greater than 10%.

**Acceptable Standard**

The Contractor must ensure customer service is provided according to the terms of the Contract. The acceptable standard is 100% compliance.

**Amount for Failing to Meet Service Level Agreement:**

\$1,000.00 will be assessed for each day a kiosk is not repaired within 24 hours unless an alternative ordering method is approved by the Contract Compliance Inspector. An additional amount of \$5,000.00 will be assessed for any kiosk that is not functioning for more than five business days. An amount of \$500.00 will be assessed for each customer service return call that is not received within 24 hours of request by the MDOC staff. Also, there will be a monthly amount of \$5,000.00 assessed if the number of kiosks breakdowns exceeds 10%. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. This charge may, at the State's option, be credited or set off against any fee or other charges payable to Contractor under this Contract or be payable to the State by demand.

**SLA: SALES COMMISSION****Definition and Purpose**

The Contractor is responsible for reporting the monthly commission on all sales made with the exception of vending machine cards sales, photo tickets, and metered stamped envelopes. The commission amount will be reported on the monthly invoice submitted to the MDOC within 20 calendar days from the close of the previous month.

For Friends and Family, the sales commission must be reported to the MDOC within 20 days of the close of each quarter. Refer to attachment A, Pricing, for product pricing and commission rates. The Indicators and Methodologies shown below may change at the discretion of the MDOC.

**Indicators/Methodology/Acceptable Standard****Indicator**

1. Annual and Monthly Sales Report

**Methodology**

1. MDOC will review the Prisoner Store sales report to determine if the appropriate commission percentage has been reported to the MDOC within 20 calendar days of the close of each month.

**Acceptable Standard**

The Contractor must ensure that prisoner store commissions are reported to the MDOC within 20 calendar days of the close of each month. The acceptable standard is 100% compliance.

**Amount for Failing to Meet Service Level Agreement:**

\$500.00 will be assessed for each day the prisoner store commissions are not reported within 20 calendar days of the close of month. Extenuating circumstances will be reviewed by the Contract Compliance Inspector before any dollar amounts are assessed. This charge may, at the State's option, be credited or set off against any fee or other charges payable to Contractor under this Contract or be payable to the State by demand.



Appendix A - Store Items

Contract No. 071B5500112

Prisoner Store Services

Appendix A - Food Items

**FOOD ITEMS**

**BEVERAGES:**

TYPE:	FLAVORS:	SERVING SIZE DESIRED:
Powdered Drink Mix - Sugar	Assorted Varieties	up to 12 oz or up to 10 single serve packets
Powdered Drink Mix - Sugar Free	Assorted Varieties	up to 12 oz or up to 10 single serve packets
Hot Cocoa		up to 12 oz.
Tea Bags	Assorted Varieties	up to 48 count or up to 20 oz
Coffee	Assorted Varieties	3 - 12 oz.
Cappuccino	Assorted Varieties	up to 12 oz.
Non Dairy Creamer		up to 8 oz.
Instant Non Fat Dry Milk		up to 12 oz.
Bottled Water		up to 17 oz
Breakfast Drink Mix	Assorted Varieties	up to 13 oz.
Pop	Assorted Varieties	up to 20 oz.

**BREAD:**

TYPE:	FLAVORS:	SERVING SIZE DESIRED:
Bagels	Assorted Varieties	4 oz.
Tortillas	Assorted, i.e. Flour, Whole Wheat, Corn	up to 9 oz. or up to 6 ct
Honey Bun - Individually Wrapped	Assorted Varieties	up to 6 oz.
Boxed Baked Goods	Assorted, i.e. Donuts, Danish, Swiss Rolls etc.	up to 12 oz.

**CANDY:**

TYPE:	FLAVORS:	SERVING SIZE DESIRED:
Candy Bars	Assorted Varieties	up to 3 oz.
Soft/Chewy Candy	Assorted, i.e. Skittles, Starburst, Chik-o-stick	up to 8 oz.
Hard Candy	Assorted, i.e. Lemon Drops, Fireballs	up to 8 oz.
Hard Candy Sugar-Free	Assorted Varieties	up to 8 oz.

**CHIPS:**

TYPE:	FLAVORS:	SERVING SIZE DESIRED:
Potato Chips	Assorted, i.e. BBQ, Hot, Sour Cream, etc.	up to 12 oz.



Corn Chips	Assorted, i.e. Regular, Cheese, Hot	up to 13 oz.
Pretzels	Assorted Varieties	up to 12 oz.
Misc Chips	Assorted, i.e. Pork Rinds, Cheetos, etc.	up to 12 oz.
Microwave Popcorn/Popcorn	Assorted Varieties	up to 5 oz.

**CONDIMENTS:**

TYPE:	FLAVORS:	SERVING SIZE DESIRED:
Individual Packets	i.e. Mayo, Salad Dressing, Honey, Jellys, Hot Sauce	up to 12 packets
Cheese, Spreadable	Assorted Varieties	up to 8 oz.
Cheese, Bar/Block	Assorted Varieties	up to 4 oz.
Peanut Butter	Creamy or Crunchy	up to 18 oz.
Salad Dressing		up to 12 oz.
Pasta Sauce Packets		up to 4 oz.
Salsa/Picante Sauce		up to 10 oz.
Sugar		individual packets/up to 12 oz single package
Sugar Substitute		individual packets/up to 12 oz single package
BBQ Sauce		up to 22 oz.
Salt/Pepper Shakers		4 oz/1.5 oz, respectively
Salt/Pepper Packets		single serve size/up to 10 packets
Seasoning Salt/Powder/Flakes	Assorted Varieties	up to 5 oz.

**COOKIES:**

TYPE:	FLAVORS:	SERVING SIZE DESIRED:
Cookies	Assorted Varieties	up to 16 oz.
Vanilla Wafer		up to 16 oz.

**CRACKERS:**

TYPE:	FLAVORS:	SERVING SIZE DESIRED:
Saltines		up to 16 oz.
Saltines - low sodium		up to 16 oz.
Graham Crackers		up to 16 oz.
Snack Crackers	Assorted Varieties	up to 16 oz.
Individual Sandwich Crackers	Assorted Varieties	up to 2 oz.

**BREAKFAST ITEMS:**

TYPE:	FLAVORS:	SERVING SIZE DESIRED:
Cereal Bars	Assorted Varieties	up to 2 oz.
Cereals	Assorted Varieties	up to 22 oz.





Instant Hot Cereal/Grits	Assorted Varieties	up to 15 oz.
Toaster Pastries	Assorted Varieties	up to 12 oz.
Protein Bars	Assorted Varieties	up to 3 oz.
Breakfast Bowl	Assorted Varieties	up to 9 oz

**MISC FOOD ITEMS:**

TYPE:	FLAVORS:	SERVING SIZE DESIRED:
Pickles	Assorted Varieties	up to 5 oz.
Fish/Mackerel/Sardines/Tuna/Salmon		up to 5 oz.
Chicken Breast Meat		up to 5 oz.
Jalapeno Slices		Individual packets or up to 12 oz.
Macaroni & Cheese		Single serve up to 3 oz.
Nuts	Assorted-Mix, Cashews, Health mix, Peanuts, etc	up to 10 oz.
Meat Sticks/Little Dudes	Assorted-Turkey or Beef	up to 5 oz.
Single Serve Bacon		up to 1 oz.
Beef - Flavored		up to 10 oz.
Vegetables/Beans (Pouches)	Assorted Varieties	up to 12 oz.
Refried Beans/Beans	Assorted Varieties	up to 12 oz.
Chili	Assorted Varieties	up to 12 oz.
Instant Rice	Assorted Varieties	up to 8 oz.
Beef Stew		up to 12 oz.
Roast Beef and Gravy		up to 10 oz.
Potatoes (ie mashed, etc.)		up to 4 oz.
Meal Dishes	Assorted - Beef, Chicken, Lasagna, Cheese)	1 each/individual serving

**SOUPS:**

TYPE:	FLAVORS:	SERVING SIZE DESIRED:
Ramen Noodle Soup	Assorted Varieties	up to 3 oz.
Instant Lunch Soups	Assorted Varieties	up to 3 oz.

**NOTE: PREFERENCE SHALL BE GIVEN TO ITEMS THAT ARE AVAILABLE IN TRANSPARENT/CLEAR CONTAINERS AND, IF PACKAGED, IN SOFT PACKAGING EVEN IF IT IS NOT THE FAVORED BRAND; HOWEVER, THIS DOES NOT REQUIRE SELLING GENERIC-BRAND ITEMS IN LIEU OF NAME-BRAND ITEMS.**



**Contract No. 071B5500112**

**Prisoner Store Services**

**Appendix A - Non Food Items**

**NON - FOOD ITEMS**

\* = Mandatory

**MANDATORY HEALTH CARE PRODUCTS:**

TYPE:	DESCRIPTION/DETAILS:	SIZE DESIRED:
* Hydrocortisone	1% cream	up to 1 oz.
* Antibacterial Soap	i.e. Dial	up to 5 oz.
* Medicated foot pads		
* Clotrimazole - Antifungal Cream	1% cream	up to 1 oz.
* Loratadine - Allergy Medicine	10 mg tablets	maximum 30 tablets
* Liquid Antacid	i.e. Mylanta, Maalox	up to 12 oz.
* Psyllium Seed Based Laxative		up to 14 oz.
* Chlorpheniramine - Allergy Tablets	4 mg tablets	maximum 25 tablets
* Cold tablets	No Pseudoephedrin/Diphenhydramine	maximum 24 tablets
* Aspirin	325 mg tablets	maximum 100 tablets
* Ibuprofen	200 mg tablets	maximum 100 tablets
* Acetaminophen	325 mg tablets	maximum 100 tablets
* Naproxen	200 mg tablets	maximum 100 tablets
* Benzoyl Peroxide	10% preparation	up to 2 oz.
* Tolnaftate - Anti fungal cream	1% cream	up to 1 oz.
* Hemorrhoidal Cream		up to 2 oz.
* Abrasive callous sponge	i.e. Titania Pumice Sponge	max 2" x 4", porous only, pumice stone prohibited
* Dandruff Shampoo		up to 15 oz.
* Coal Tar Dandruff Shampoo		up to 15 oz.
* Sun Screen	SPF 30 or greater	up to 4 oz.
* Petroleum Jelly		up to 2 oz.
* Cream Depilatory	i.e. Magic Cream Shave	up to 6 oz.
* Moisturizing Skin Cream		up to 8 oz.
* Moisturizing Soap		up to 5 oz.
* Soft bristle toothbrush		maximum 4 inch total length



* Sensitivity type toothpaste		up to 7 oz./tube
* Hypoallergenic Soap	ie Neutrogena	up to 5 oz.
* Ranitidine or Cimetidine	75 mg tablets	maximum 30 tablets
* Menstrual Relief Medication	i.e. Midol/Pamprin - Females only	
* Monistat 7	Miconazole - Females only	

**OVER-THE-COUNTER PERSONAL CARE PRODUCTS:**

TYPE:	DESCRIPTION/DETAILS:	SIZE DESIRED:
Multivitamins	Maximum 100% of DRI one must be without Iron or other minerals	maximum 125 tablets
Vitamin E	Maximum 250 I.U. tablets	maximum 100 tablets
Vitamin C	Maximum 500 mg tablets	maximum 100 tablets
Cough Drops		maximum 30 per package
Antacid Tablet	ie TUMS, Rolaids	up to 250 tablets
Foot powder		up to 3 oz.
Eye Drops	no separate eye dropper	up to 1 oz.
Medicated chest rub		up to 4 oz.
Analgesic muscle rub	ie Icy Hot, Ben Gay	up to 6 oz.
* Insect Repellent	Maximum 10% Deet only/mandatory May - October	
Fish Oil		up to 120 tablets

**HAIR CARE:**

TYPE:	DESCRIPTION/DETAILS:	SIZE DESIRED:
Shampoo/Conditioner/Cream Rinse		up to 15 oz.
Gel, Mousse, Moisturizer		up to 15 oz.
Comb or pick	not to exceed 7" in length, flexible plastic	no more than 1 of each
Hair brush	not to exceed 6" in length, no handle	
Hairspray	alcohol-free, non aerosol, clear bottle	up to 8 oz. - females only
Wave cap, Doo rag, Sleep Cap	black and/or white only	
Shower cap	plastic	
Ponytail holder	braided elastic or terry cloth/black or white only	maximum 1 package
Barrettes	all plastic parts	maximum 1 package - females only
Terry Cloth sweatband	no padding, plain only, for head, black or white only	

**SKIN CARE:**

TYPE:	DESCRIPTION/DETAILS:	SIZE DESIRED:
* Body Lotion	no oils,	up to 15 oz.
Bar Soap		up to 5 oz.



* Deodorant/Antiperspirant	no aerosol	up to 3 oz.
* Shaving Cream or Gel	brushless	up to 7 oz.
Depilatory Cream, lotion or gel		up to 6 oz.
After shave	no oils, alcohol free	up to 3 oz.
Body Talc		up to 13 oz.
Medicated Facial cream	ie Noxema	up to 8 oz.
* Chapped lip balm/lip ointment		up to 6 grams
Body Wash	alcohol free	up to 15 oz.

**DENTAL:**

TYPE:	DESCRIPTION/DETAILS:	SIZE DESIRED:
* Toothpaste	Tube	up to 7 oz.
Toothbrush cap	plastic; to cover brush only	
* Denture adhesive		up to 3 oz.
* Denture Cleanser		maximum 40 tablets
* Denture Brush		
Floss Loops		30 count
Mouthwash	alcohol-free	up to 8 oz.
Denture cup		

**MISCELLANEOUS**

TYPE:	DESCRIPTION/DETAILS:	SIZE DESIRED:
Soap Dish	plastic with cover	
* Shower Shoes	rubber	
Cotton Swaps	flexible	
Fingernail Clippers	under 2 1/2" in length, no file	
Facial tissues	soft packaging only, no box	
* Shaving/cosmetic bag	clear plastic, nylon zipper closure	maximum 10" x 8" x 4"
Sanitary napkins	female prisoners only	
Tampons	female prisoners only	
Panty Liners	female prisoners only	
Tweezers	maximum 3 1/2" in length, female prisoners only	
Arch Supports	no metal or gel parts	
Shoe Insoles	no metal or gel parts	
Toilet Paper	1 Ply	

**STATIONERY:**

TYPE:	DESCRIPTION/DETAILS:	SIZE DESIRED:
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Address Book	no metal parts
* Writing Paper	8 1/2" x 11", white, lined paper
* Typing paper	8 1/2" x 11", sold in reams not exceeding 500 sheets
* Carbon Paper	8 1/2" x 11"
* Manila Envelopes	10" x 15"; 15" x 20"
Pens	Blue or Black Ink; transparent barrel
* Pencils	#2 lead
Greeting Cards	maximum card size 6 1/8" x 11 - 12"
File Folders	letter size, no metal parts
Calendar	maximum 8 1/2" x 11", no metal parts
* Scrapbook/photo album	no metal parts, maximum 12" x 12"
Envelopes	white, regular or legal size, metered stamped

**MISCELLANEOUS**

TYPE:	DESCRIPTION/DETAILS:	SIZE DESIRED:
Batteries	AA, AAA, C or D, no rechargables, alkaline only	
* Playing cards	no metal pieces or other items which may pose a threat to the custody/security	
Game of dominoes	compo sets or separate, chess pieces must be either hollow with no bottom or solid;	
Checkers/chess	no metal pieces or other items which may pose a threat to the custody/security	
Earplugs	for noise reduction	
Earbuds	for appliances, 9' maximum length	
Sewing kit	no more than 2 sewing needles, 2 safety pins, one thimble, 11 small spools of thread, 1 paper ruler up to 25" long, 2 buttons, 2 straight pins, 1 needle threader, and 1 pair of plastic handled scissors with no greater than 1 1/4" metal cutting edge and no longer than 1 3/4" when extended at the discretion of MDOC	
Shoelaces	black, brown and/or white only, maximum length 44"	
Cup	Alladdin Mug Model #191 - 12 oz	
Spork	plastic/pliable	
Bowl with lid	maximum 1.6 quart, plastic/pliable, microwave safe	
Tumbler with lid	Churchill Container Corp. #CC-22-5 22 oz.	
Mirror	flexible plastic, no magnet	
Push pins	round head; maximum 1/2 inch total length	
Stero/mono mini adapter	for use with headphones	
Extension cord	UL listed, 9' maximum length; minimum 16-gauge wire	
Protein powder	simple protein concentrate without added amino acids, enzymes, or hormones, ie whey, soy, egg	maximum 16 oz.
ID card holder	single fold, no larger than 3 1/2" x 5" when folded	



- \* Key ring plastic only, no metal parts
- Eyeglass case soft
- Headphone Extension cord

**COSMETICS - FEMALE PRISONERS ONLY**

TYPE:	DESCRIPTION/DETAILS:	SIZE DESIRED:
Make up	only lipstick, mascara, liquid foundation, face powder, eyebrow pencil, eyeliner, blush/rouge, eye shadow; only one color/shade per container	

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## Appendix B - Shipping Addresses

Facility	Address
<b>Kinross Office</b>	
Alger	N6141 Industrial Park Drive, Munising, MI 49862
Baraga	13924 Wadaga Road, Baraga, MI 49908
Brooks	2500 S. Sheridan Road, Muskegon Heights, MI 49444
Carson City	10274 Boyer Road, Carson City, MI 48811
Central Michigan	STORE: 8585 N. Croswell Road, St. Louis, MI 48880    F&F: 320 N. Hubbard Street, St. Louis, MI 48880
Chippewa	4269 W. M-80, Kincheloe, MI 49788
Kinross	16807 S. Hugginin, Kincheloe, MI 49788
Marquette	1960 U.S. 41 S., Marquette, MI 49855
Muskegon	2400 S. Sheridan Road, Muskegon, MI 49442
Newberry	13747 W. County Road 428, Newberry, MI 49868
Oaks	1500 Caberfae Hwy., Manistee, MI 49660
Ojibway	N. 5705 Ojibway Road, Marenisco, MI 49947
Pugsley	7401 E. Walton Road, Kingsley, MI 49649
Saginaw	9625 Pierce Road, Freeland, MI 48623
St. Louis	STORE: 8585 N. Croswell Road, St. Louis, MI 48880    F&F: 320 N. Hubbard Street, St. Louis, MI 48880
West Shoreline	2500 S. Sheridan Road, Muskegon Heights, MI 49444
<b>Jackson Office</b>	
Bellamy Creek	1727 W. Bluewater Hwy., Ionia, MI 48846
Cooper Street	3100 Cooper Street, Jackson, MI 49201
Cotton	3500 N. Elm Road, Jackson, MI 49201
Egeler	3855 Cooper Street, Jackson, MI 49201
Gus Harrison	2727 E. Beecher Street, Adrian, MI 49221
Handlon	1728 Bluewater Hwy., Ionia, MI 48846
Huron Valley	3201 Bemis Road, Ypsilanti, MI 48197
Ionia	1576 W. Bluewater Hwy., Ionia, MI 48846
Lakeland	141 First Street, Coldwater, MI 49036
Macomb	34625 26 Mile Road, New Haven, MI 48048
Michigan Reformatory	1342 W. Main, Ionia, MI 48846
Parnall	1780 E. Parnall, Jackson, MI 49201
Ryan	17600 Ryan Road, Detroit, MI 48212
SAI	18901 Waterloo Road, Chelsea, MI 48118
Thumb	3225 John Conley Drive, Lapeer, MI 48446
Woodland/Maxey	9036 E. M-36, Whitmore Lake, MI 48189



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<p><i>Prevention Planning</i>                  § 115.11 Zero tolerance of sexual abuse and sexual harassment; PREA coordinator.</p>
<p>(a) An agency shall have a written policy mandating zero tolerance toward all forms of sexual abuse and sexual harassment and outlining the agency’s approach to preventing, detecting, and responding to such conduct.</p>
<p>(b) An agency shall employ or designate an upper-level, agency-wide PREA coordinator with sufficient time and authority to develop, implement, and oversee agency efforts to comply with the PREA standards in all of its facilities.</p>
<p>(c) Where an agency operates more than one facility, each facility shall designate a PREA compliance manager with sufficient time and authority to coordinate the facility’s efforts to comply with the PREA standards.</p>
<p><i>Prevention Planning</i>                  § 115.12 Contracting with other entities for the confinement of inmates.</p>
<p>(a) A public agency that contracts for the confinement of its inmates with private agencies or other entities, including other government agencies, shall include in any new contract or contract renewal the entity’s obligation to adopt and comply with the PREA standards.</p>
<p>(b) Any new contract or contract renewal shall provide for agency contract monitoring to ensure that the contractor is complying with the PREA standards.</p>
<p><i>Prevention Planning</i>                  § 115.13 Supervision and monitoring.</p>
<p>(a) The agency shall ensure that each facility it operates shall develop, document, and make its best efforts to comply on a regular basis with a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect inmates against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, facilities shall take into consideration:</p> <ol style="list-style-type: none"> <li>(1) Generally accepted detention and correctional practices;</li> <li>(2) Any judicial findings of inadequacy;</li> <li>(3) Any findings of inadequacy from Federal investigative agencies;</li> <li>(4) Any findings of inadequacy from internal or external oversight bodies;</li> <li>(5) All components of the facility’s physical plant (including “blind-spots” or areas where staff or inmates may be isolated);</li> <li>(6) The composition of the inmate population;</li> <li>(7) The number and placement of supervisory staff;</li> <li>(8) Institution programs occurring on a particular shift;</li> <li>(9) Any applicable State or local laws, regulations, or standards;</li> <li>(10) The prevalence of substantiated and unsubstantiated incidents of sexual abuse; and</li> <li>(11) Any other relevant factors.</li> </ol>
<p>(b) In circumstances where the staffing plan is not complied with, the facility shall document and justify all deviations from the plan.</p>
<p>(c) Whenever necessary, but no less frequently than once each year, for each facility the agency operates, in consultation with the PREA coordinator required by § 115.11, the agency shall assess, determine, and document whether adjustments are needed to:</p> <ol style="list-style-type: none"> <li>(1) The staffing plan established pursuant to paragraph (a) of this section;</li> <li>(2) The facility’s deployment of video monitoring systems and other monitoring technologies; and</li> <li>(3) The resources the facility has available to commit to ensure adherence to the staffing plan.</li> </ol>
<p>(d) Each agency operating a facility shall implement a policy and practice of having intermediate-level or higher-level supervisors conduct and document unannounced rounds to identify and deter staff sexual abuse and sexual harassment. Such policy and practice shall be implemented for night shifts as well as day shifts. Each agency shall have a policy to prohibit staff from alerting other staff members that these supervisory rounds are occurring, unless such announcement is related to the legitimate operational functions of the facility.</p>



*Prevention Planning*  
**§ 115.14 Youthful inmates.**

- (a) A youthful inmate shall not be placed in a housing unit in which the youthful inmate will have sight, sound, or physical contact with any adult inmate through use of a shared dayroom or other common space, shower area, or sleeping quarters.
- (b) In areas outside of housing units, agencies shall either:
  - (1) maintain sight and sound separation between youthful inmates and adult inmates, or
  - (2) provide direct staff supervision when youthful inmates and adult inmates have sight, sound, or physical contact.
- (c) Agencies shall make best efforts to avoid placing youthful inmates in isolation to comply with this provision. Absent exigent circumstances, agencies shall not deny youthful inmates daily large-muscle exercise and any legally required special education services to comply with this provision. Youthful inmates shall also have access to other programs and work opportunities to the extent possible.

*Prevention Planning*  
**§ 115.15 Limits to cross-gender viewing and searches.**

- (a) The facility shall not conduct cross-gender strip searches or cross-gender visual body cavity searches (meaning a search of the anal or genital opening) except in exigent circumstances or when performed by medical practitioners.
- (b) As of September 20, 2015 for a facility whose rated capacity does not exceed 50 inmates, the facility shall not permit cross-gender pat-down searches of female inmates, absent exigent circumstances. Facilities shall not restrict female inmates' access to regularly available programming or other out-of-cell opportunities in order to comply with this provision.
- (c) The facility shall document all cross-gender strip searches and cross-gender visual body cavity searches, and shall document all cross-gender pat-down searches of female inmates.
- (d) The facility shall implement policies and procedures that enable inmates to shower, perform bodily functions, and change clothing without nonmedical staff of the opposite gender viewing their breasts, buttocks, or genitalia, except in exigent circumstances or when such viewing is incidental to routine cell checks. Such policies and procedures shall require staff of the opposite gender to announce their presence when entering an inmate housing unit.
- (e) The facility shall not search or physically examine a transgender or intersex inmate for the sole purpose of determining the inmate's genital status. If the inmate's genital status is unknown, it may be determined during conversations with the inmate, by reviewing medical records, or, if necessary, by learning that information as part of a broader medical examination conducted in private by a medical practitioner.
- (f) The agency shall train security staff in how to conduct cross-gender pat-down searches, and searches of transgender and intersex inmates, in a professional and respectful manner, and in the least intrusive manner possible, consistent with security needs.

*Prevention Planning*  
**§ 115.16 Inmates with disabilities and inmates who are limited English proficient.**

- (a) The agency shall take appropriate steps to ensure that inmates with disabilities (including, for example, inmates who are deaf or hard of hearing, those who are blind or have low vision, or those who have intellectual, psychiatric, or speech disabilities), have an equal opportunity to participate in or benefit from all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment. Such steps shall include, when necessary to ensure effective communication with inmates who are deaf or hard of hearing, providing access to interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary. In addition, the agency shall ensure that written materials are provided in formats or through methods that ensure effective communication with inmates with disabilities, including inmates who have intellectual disabilities, limited reading skills, or who are blind or have low vision. An agency is not required to take actions that it can demonstrate would result in a fundamental alteration in the nature of a service, program, or activity, or in undue financial and administrative burdens, as those terms are used in regulations promulgated under title II of the Americans With Disabilities Act, 28 CFR 35.164.
- (b) The agency shall take reasonable steps to ensure meaningful access to all aspects of the agency's efforts to prevent, detect, and respond to sexual abuse and sexual harassment to inmates who are limited English proficient, including steps to provide interpreters who can interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary.



(c) The agency shall not rely on inmate interpreters, inmate readers, or other types of inmate assistants except in limited circumstances where an extended delay in obtaining an effective interpreter could compromise the inmate's safety, the performance of first-response duties under § 115.64, or the investigation of the inmate's allegations.

*Prevention Planning*  
 § 115.17 Hiring and promotion decisions.

(a) The agency shall not hire or promote anyone who may have contact with inmates, and shall not enlist the services of any contractor who may have contact with inmates, who—

- (1) Has engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997);
- (2) Has been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
- (3) Has been civilly or administratively adjudicated to have engaged in the activity described in paragraph (a)(2) of this section.

(b) The agency shall consider any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with inmates.

(c) Before hiring new employees who may have contact with inmates, the agency shall:

- (1) Perform a criminal background records check; and
- (2) Consistent with Federal, State, and local law, make its best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.

(d) The agency shall also perform a criminal background records check before enlisting the services of any contractor who may have contact with inmates.

(e) The agency shall either conduct criminal background records checks at least every five years of current employees and contractors who may have contact with inmates or have in place a system for otherwise capturing such information for current employees.

(f) The agency shall ask all applicants and employees who may have contact with inmates directly about previous misconduct described in paragraph (a) of this section in written applications or interviews for hiring or promotions and in any interviews or written self-evaluations conducted as part of reviews of current employees. The agency shall also impose upon employees a continuing affirmative duty to disclose any such misconduct.

(g) Material omissions regarding such misconduct, or the provision of materially false information, shall be grounds for termination.

(h) Unless prohibited by law, the agency shall provide information on substantiated allegations of sexual abuse or sexual harassment involving a former employee upon receiving a request from an institutional employer for whom such employee has applied to work.

*Prevention Planning*  
 § 115.18 Upgrades to facilities and technologies.

(a) When designing or acquiring any new facility and in planning any substantial expansion or modification of existing facilities, the agency shall consider the effect of the design, acquisition, expansion, or modification upon the agency's ability to protect inmates from sexual abuse.

(b) When installing or updating a video monitoring system, electronic surveillance system, or other monitoring technology, the agency shall consider how such technology may enhance the agency's ability to protect inmates from sexual abuse.

*Responsive Planning*  
 § 115.21 Evidence protocol and forensic medical examinations.

(a) To the extent the agency is responsible for investigating allegations of sexual abuse, the agency shall follow a uniform evidence protocol that maximizes the potential for obtaining usable physical evidence for administrative proceedings and criminal prosecutions.

(b) The protocol shall be developmentally appropriate for youth where applicable, and, as appropriate, shall be adapted from or otherwise based on the most recent edition of the U.S. Department of Justice's Office on Violence Against Women publication, "A National Protocol for Sexual Assault Medical Forensic Examinations, Adults/Adolescents," or similarly comprehensive and authoritative protocols developed after 2011.

(c) The agency shall offer all victims of sexual abuse access to forensic medical examinations, whether on-site or at an outside facility, without financial cost, where evidentiarily or medically appropriate. Such



examinations shall be performed by Sexual Assault Forensic Examiners (SAFEs) or Sexual Assault Nurse Examiners (SANEs) where possible. If SAFEs or SANEs cannot be made available, the examination can be performed by other qualified medical practitioners. The agency shall document its efforts to provide SAFEs or SANEs.

(d) The agency shall attempt to make available to the victim a victim advocate from a rape crisis center. If a rape crisis center is not available to provide victim advocate services, the agency shall make available to provide these services a qualified staff member from a community-based organization, or a qualified agency staff member. Agencies shall document efforts to secure services from rape crisis centers. For the purpose of this standard, a rape crisis center refers to an entity that provides intervention and related assistance, such as the services specified in 42 U.S.C. 14043g(b)(2)(C), to victims of sexual assault of all ages. The agency may utilize a rape crisis center that is part of a governmental unit as long as the center is not part of the criminal justice system (such as a law enforcement agency) and offers a comparable level of confidentiality as a nongovernmental entity that provides similar victim services.

(e) As requested by the victim, the victim advocate, qualified agency staff member, or qualified community-based organization staff member shall accompany and support the victim through the forensic medical examination process and investigatory interviews and shall provide emotional support, crisis intervention, information, and referrals.

(f) To the extent the agency itself is not responsible for investigating allegations of sexual abuse, the agency shall request that the investigating agency follow the requirements of paragraphs (a) through (e) of this section.

(g) The requirements of paragraphs (a) through (f) of this section shall also apply to:

- (1) Any State entity outside of the agency that is responsible for investigating allegations of sexual abuse in prisons or jails; and
- (2) Any Department of Justice component that is responsible for investigating allegations of sexual abuse in prisons or jails.

(h) For the purposes of this section, a qualified agency staff member or a qualified community-based staff member shall be an individual who has been screened for appropriateness to serve in this role and has received education concerning sexual assault and forensic examination issues in general.

*Responsive Planning*

*§ 115.22 Policies to ensure referrals of allegations for investigations.*

(a) The agency shall ensure that an administrative or criminal investigation is completed for all allegations of sexual abuse and sexual harassment.

(b) The agency shall have in place a policy to ensure that allegations of sexual abuse or sexual harassment are referred for investigation to an agency with the legal authority to conduct criminal investigations, unless the allegation does not involve potentially criminal behavior. The agency shall publish such policy on its website or, if it does not have one, make the policy available through other means. The agency shall document all such referrals.

(c) If a separate entity is responsible for conducting criminal investigations, such publication shall describe the responsibilities of both the agency and the investigating entity.

(d) Any State entity responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.

(e) Any Department of Justice component responsible for conducting administrative or criminal investigations of sexual abuse or sexual harassment in prisons or jails shall have in place a policy governing the conduct of such investigations.

*Training and Education*  
*§ 115.31 Employee training.*

(a) The agency shall train all employees who may have contact with inmates on:

- (1) Its zero-tolerance policy for sexual abuse and sexual harassment;
- (2) How to fulfill their responsibilities under agency sexual abuse and sexual harassment prevention, detection, reporting, and response policies and procedures;
- (3) Inmates' right to be free from sexual abuse and sexual harassment;
- (4) The right of inmates and employees to be free from retaliation for reporting sexual abuse and sexual harassment;
- (5) The dynamics of sexual abuse and sexual harassment in confinement;
- (6) The common reactions of sexual abuse and sexual harassment victims;
- (7) How to detect and respond to signs of threatened and actual sexual abuse;



(8) How to avoid inappropriate relationships with inmates;  
 (9) How to communicate effectively and professionally with inmates, including lesbian, gay, bisexual, transgender, intersex, or gender nonconforming inmates; and  
 (10) How to comply with relevant laws related to mandatory reporting of sexual abuse to outside authorities.

(b) Such training shall be tailored to the gender of the inmates at the employee's facility. The employee shall receive additional training if the employee is reassigned from a facility that houses only male inmates to a facility that houses only female inmates, or vice versa.

(c) All current employees who have not received such training shall be trained within one year of the effective date of the PREA standards, and the agency shall provide each employee with refresher training every two years to ensure that all employees know the agency's current sexual abuse and sexual harassment policies and procedures. In years in which an employee does not receive refresher training, the agency shall provide refresher information on current sexual abuse and sexual harassment policies.

(d) The agency shall document, through employee signature or electronic verification, that employees understand the training they have received.

*Training and Education*  
 § 115.32 Volunteer and contractor training.

(a) The agency shall ensure that all volunteers and contractors who have contact with inmates have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

(b) The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with inmates, but all volunteers and contractors who have contact with inmates shall be notified of the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and informed how to report such incidents.

(c) The agency shall maintain documentation confirming that volunteers and contractors understand the training they have received.

*Training and Education*  
 § 115.33 Inmate education.

(a) During the intake process, inmates shall receive information explaining the agency's zero-tolerance policy regarding sexual abuse and sexual harassment and how to report incidents or suspicions of sexual abuse or sexual harassment.

(b) Within 30 days of intake, the agency shall provide comprehensive education to inmates either in person or through video regarding their rights to be free from sexual abuse and sexual harassment and to be free from retaliation for reporting such incidents, and regarding agency policies and procedures for responding to such incidents.

(c) Current inmates who have not received such education shall be educated within one year of the effective date of the PREA standards, and shall receive education upon transfer to a different facility to the extent that the policies and procedures of the inmate's new facility differ from those of the previous facility.

(d) The agency shall provide inmate education in formats accessible to all inmates, including those who are limited English proficient, deaf, visually impaired, or otherwise disabled, as well as to inmates who have limited reading skills.

(e) The agency shall maintain documentation of inmate participation in these education sessions.

(f) In addition to providing such education, the agency shall ensure that key information is continuously and readily available or visible to inmates through posters, inmate handbooks, or other written formats.

*Training and Education*  
 § 115.34 Specialized training: Investigations.

(a) In addition to the general training provided to all employees pursuant to § 115.31, the agency shall ensure that, to the extent the agency itself conducts sexual abuse investigations, its investigators have received training in conducting such investigations in confinement settings.

(b) Specialized training shall include techniques for interviewing sexual abuse victims, proper use of Miranda and Garrity warnings, sexual abuse evidence collection in confinement settings, and the criteria and evidence required to substantiate a case for administrative action or prosecution referral.

(c) The agency shall maintain documentation that agency investigators have completed the required specialized training in conducting sexual abuse investigations.

(d) Any State entity or Department of Justice component that investigates sexual abuse in confinement



settings shall provide such training to its agents and investigators who conduct such investigations.

*Training and Education*

*§ 115.35 Specialized training: Medical and mental health care.*

- (a) The agency shall ensure that all full- and part-time medical and mental health care practitioners who work regularly in its facilities have been trained in:
  - (1) How to detect and assess signs of sexual abuse and sexual harassment;
  - (2) How to preserve physical evidence of sexual abuse;
  - (3) How to respond effectively and professionally to victims of sexual abuse and sexual harassment; and
  - (4) How and to whom to report allegations or suspicions of sexual abuse and sexual harassment.
- (b) If medical staff employed by the agency conduct forensic examinations, such medical staff shall receive the appropriate training to conduct such examinations.
- (c) The agency shall maintain documentation that medical and mental health practitioners have received the training referenced in this standard either from the agency or elsewhere.
- (d) Medical and mental health care practitioners shall also receive the training mandated for employees under § 115.31 or for contractors and volunteers under § 115.32, depending upon the practitioner's status at the agency.

*Screening for Risk of Sexual Victimization and Abusiveness*

*§ 115.41 Screening for risk of victimization and abusiveness.*

- (a) All inmates shall be assessed during an intake screening and upon transfer to another facility for their risk of being sexually abused by other inmates or sexually abusive toward other inmates.
- (b) Intake screening shall ordinarily take place within 72 hours of arrival at the facility.
- (c) Such assessments shall be conducted using an objective screening instrument.
- (d) The intake screening shall consider, at a minimum, the following criteria to assess inmates for risk of sexual victimization:
  - (1) Whether the inmate has a mental, physical, or developmental disability;
  - (2) The age of the inmate;
  - (3) The physical build of the inmate;
  - (4) Whether the inmate has previously been incarcerated;
  - (5) Whether the inmate's criminal history is exclusively nonviolent;
  - (6) Whether the inmate has prior convictions for sex offenses against an adult or child;
  - (7) Whether the inmate is or is perceived to be gay, lesbian, bisexual, transgender, intersex, or gender nonconforming;
  - (8) Whether the inmate has previously experienced sexual victimization;
  - (9) The inmate's own perception of vulnerability; and
  - (10) Whether the inmate is detained solely for civil immigration purposes.
- (e) The initial screening shall consider prior acts of sexual abuse, prior convictions for violent offenses, and history of prior institutional violence or sexual abuse, as known to the agency, in assessing inmates for risk of being sexually abusive.
- (f) Within a set time period, not to exceed 30 days from the inmate's arrival at the facility, the facility will reassess the inmate's risk of victimization or abusiveness based upon any additional, relevant information received by the facility since the intake screening.
- (g) An inmate's risk level shall be reassessed when warranted due to a referral, request, incident of sexual abuse, or receipt of additional information that bears on the inmate's risk of sexual victimization or abusiveness.
- (h) Inmates may not be disciplined for refusing to answer, or for not disclosing complete information in response to, questions asked pursuant to paragraphs (d)(1), (d)(7), (d)(8), or (d)(9) of this section.
- (i) The agency shall implement appropriate controls on the dissemination within the facility of responses to questions asked pursuant to this standard in order to ensure that sensitive information is not exploited to the inmate's detriment by staff or other inmates.

*Screening for Risk of Sexual Victimization and Abusiveness*

*§ 115.42 Use of screening information.*

- (a) The agency shall use information from the risk screening required by § 115.41 to inform housing, bed, work, education, and program assignments with the goal of keeping separate those inmates at high risk of being sexually victimized from those at high risk of being sexually abusive.
- (b) The agency shall make individualized determinations about how to ensure the safety of each inmate.
- (c) In deciding whether to assign a transgender or intersex inmate to a facility for male or female inmates, and in making other housing and programming assignments, the agency shall consider on a case-by-



case basis whether a placement would ensure the inmate's health and safety, and whether the placement would present management or security problems.

(d) Placement and programming assignments for each transgender or intersex inmate shall be reassessed at least twice each year to review any threats to safety experienced by the inmate.

(e) A transgender or intersex inmate's own views with respect to his or her own safety shall be given serious consideration.

(f) Transgender and intersex inmates shall be given the opportunity to shower separately from other inmates.

(g) The agency shall not place lesbian, gay, bisexual, transgender, or intersex inmates in dedicated facilities, units, or wings solely on the basis of such identification or status, unless such placement is in a dedicated facility, unit, or wing established in connection with a consent decree, legal settlement, or legal judgment for the purpose of protecting such inmates.

*Screening for Risk of Sexual Victimization and Abusiveness*  
 § 115.43 *Protective custody.*

(a) Inmates at high risk for sexual victimization shall not be placed in involuntary segregated housing unless an assessment of all available alternatives has been made, and a determination has been made that there is no available alternative means of separation from likely abusers. If a facility cannot conduct such an assessment immediately, the facility may hold the inmate in involuntary segregated housing for less than 24 hours while completing the assessment.

(b) Inmates placed in segregated housing for this purpose shall have access to programs, privileges, education, and work opportunities to the extent possible. If the facility restricts access to programs, privileges, education, or work opportunities, the facility shall document:

- (1) The opportunities that have been limited;
- (2) The duration of the limitation; and
- (3) The reasons for such limitations.

(c) The facility shall assign such inmates to involuntary segregated housing only until an alternative means of separation from likely abusers can be arranged, and such an assignment shall not ordinarily exceed a period of 30 days.

(d) If an involuntary segregated housing assignment is made pursuant to paragraph (a) of this section, the facility shall clearly document:

- (1) The basis for the facility's concern for the inmate's safety; and
- (2) The reason why no alternative means of separation can be arranged.

(e) Every 30 days, the facility shall afford each such inmate a review to determine whether there is a continuing need for separation from the general population.

*Reporting*  
 § 115.51 *Inmate reporting.*

(a) The agency shall provide multiple internal ways for inmates to privately report sexual abuse and sexual harassment, retaliation by other inmates or staff for reporting sexual abuse and sexual harassment, and staff neglect or violation of responsibilities that may have contributed to such incidents.

(b) The agency shall also provide at least one way for inmates to report abuse or harassment to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward inmate reports of sexual abuse and sexual harassment to agency officials, allowing the inmate to remain anonymous upon request. Inmates detained solely for civil immigration purposes shall be provided information on how to contact relevant consular officials and relevant officials at the Department of Homeland Security.

(c) Staff shall accept reports made verbally, in writing, anonymously, and from third parties and shall promptly document any verbal reports.

(d) The agency shall provide a method for staff to privately report sexual abuse and sexual harassment of inmates.

*Reporting*  
 § 115.52 *Exhaustion of administrative remedies.*

(a) An agency shall be exempt from this standard if it does not have administrative procedures to address inmate grievances regarding sexual abuse.

(b)(1) The agency shall not impose a time limit on when an inmate may submit a grievance regarding an allegation of sexual abuse.

(2) The agency may apply otherwise-applicable time limits to any portion of a grievance that does not





allege an incident of sexual abuse.

(3) The agency shall not require an inmate to use any informal grievance process, or to otherwise attempt to resolve with staff, an alleged incident of sexual abuse.

(4) Nothing in this section shall restrict the agency's ability to defend against an inmate lawsuit on the ground that the applicable statute of limitations has expired.

(c) The agency shall ensure that—

(1) An inmate who alleges sexual abuse may submit a grievance without submitting it to a staff member who is the subject of the complaint, and

(2) Such grievance is not referred to a staff member who is the subject of the complaint.

(d)(1) The agency shall issue a final agency decision on the merits of any portion of a grievance alleging sexual abuse within 90 days of the initial filing of the grievance.

(2) Computation of the 90-day time period shall not include time consumed by inmates in preparing any administrative appeal.

(3) The agency may claim an extension of time to respond, of up to 70 days, if the normal time period for response is insufficient to make an appropriate decision. The agency shall notify the inmate in writing of any such extension and provide a date by which a decision will be made.

(4) At any level of the administrative process, including the final level, if the inmate does not receive a response within the time allotted for reply, including any properly noticed extension, the inmate may consider the absence of a response to be a denial at that level.

(e)(1) Third parties, including fellow inmates, staff members, family members, attorneys, and outside advocates, shall be permitted to assist inmates in filing requests for administrative remedies relating to allegations of sexual abuse, and shall also be permitted to file such requests on behalf of inmates.

(2) If a third party files such a request on behalf of an inmate, the facility may require as a condition of processing the request that the alleged victim agree to have the request filed on his or her behalf, and may also require the alleged victim to personally pursue any subsequent steps in the administrative remedy process.

(3) If the inmate declines to have the request processed on his or her behalf, the agency shall document the inmate's decision.

(f)(1) The agency shall establish procedures for the filing of an emergency grievance alleging that an inmate is subject to a substantial risk of imminent sexual abuse.

(2) After receiving an emergency grievance alleging an inmate is subject to a substantial risk of imminent sexual abuse, the agency shall immediately forward the grievance (or any portion thereof that alleges the substantial risk of imminent sexual abuse) to a level of review at which immediate corrective action may be taken, shall provide an initial response within 48 hours, and shall issue a final agency decision within 5 calendar days. The initial response and final agency decision shall document the agency's determination whether the inmate is in substantial risk of imminent sexual abuse and the action taken in response to the emergency grievance.

(g) The agency may discipline an inmate for filing a grievance related to alleged sexual abuse only where the agency demonstrates that the inmate filed the grievance in bad faith.

*Reporting*

*§ 115.53 Inmate access to outside confidential support services.*

(a) The facility shall provide inmates with access to outside victim advocates for emotional support services related to sexual abuse by giving inmates mailing addresses and telephone numbers, including toll-free hotline numbers where available, of local, State, or national victim advocacy or rape crisis organizations, and, for persons detained solely for civil immigration purposes, immigrant services agencies. The facility shall enable reasonable communication between inmates and these organizations and agencies, in as confidential a manner as possible.

(b) The facility shall inform inmates, prior to giving them access, of the extent to which such communications will be monitored and the extent to which reports of abuse will be forwarded to authorities in accordance with mandatory reporting laws.

(c) The agency shall maintain or attempt to enter into memoranda of understanding or other agreements with community service providers that are able to provide inmates with confidential emotional support services related to sexual abuse. The agency shall maintain copies of agreements or documentation showing attempts to enter into such agreements.

*Reporting*

*§ 115.54 Third-party reporting.*

The agency shall establish a method to receive third-party reports of sexual abuse and sexual



harassment and shall distribute publicly information on how to report sexual abuse and sexual harassment on behalf of an inmate.

*Official Response Following an Inmate Report  
§ 115.61 Staff and agency reporting duties.*

(a) The agency shall require all staff to report immediately and according to agency policy any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not it is part of the agency; retaliation against inmates or staff who reported such an incident; and any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.

(b) Apart from reporting to designated supervisors or officials, staff shall not reveal any information related to a sexual abuse report to anyone other than to the extent necessary, as specified in agency policy, to make treatment, investigation, and other security and management decisions.

(c) Unless otherwise precluded by Federal, State, or local law, medical and mental health practitioners shall be required to report sexual abuse pursuant to paragraph (a) of this section and to inform inmates of the practitioner's duty to report, and the limitations of confidentiality, at the initiation of services.

(d) If the alleged victim is under the age of 18 or considered a vulnerable adult under a State or local vulnerable persons statute, the agency shall report the allegation to the designated State or local services agency under applicable mandatory reporting laws.

(e) The facility shall report all allegations of sexual abuse and sexual harassment, including third-party and anonymous reports, to the facility's designated investigators.

*Official Response Following an Inmate Report  
§ 115.62 Agency protection duties.*

When an agency learns that an inmate is subject to a substantial risk of imminent sexual abuse, it shall take immediate action to protect the inmate.

*Official Response Following an Inmate Report  
§ 115.63 Reporting to other confinement facilities.*

(a) Upon receiving an allegation that an inmate was sexually abused while confined at another facility, the head of the facility that received the allegation shall notify the head of the facility or appropriate office of the agency where the alleged abuse occurred.

(b) Such notification shall be provided as soon as possible, but no later than 72 hours after receiving the allegation.

(c) The agency shall document that it has provided such notification.

(d) The facility head or agency office that receives such notification shall ensure that the allegation is investigated in accordance with these standards.

*Official Response Following an Inmate Report  
§ 115.64 Staff first responder duties.*

(a) Upon learning of an allegation that an inmate was sexually abused, the first security staff member to respond to the report shall be required to:

- (1) Separate the alleged victim and abuser;
- (2) Preserve and protect any crime scene until appropriate steps can be taken to collect any evidence;
- (3) If the abuse occurred within a time period that still allows for the collection of physical evidence, request that the alleged victim not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating; and
- (4) If the abuse occurred within a time period that still allows for the collection of physical evidence, ensure that the alleged abuser does not take any actions that could destroy physical evidence, including, as appropriate, washing, brushing teeth, changing clothes, urinating, defecating, smoking, drinking, or eating.

(b) If the first staff responder is not a security staff member, the responder shall be required to request that the alleged victim not take any actions that could destroy physical evidence, and then notify security staff.

*Official Response Following an Inmate Report  
§ 115.65 Coordinated response.*

The facility shall develop a written institutional plan to coordinate actions taken in response to an incident of sexual abuse, among staff first responders, medical and mental health practitioners, investigators, and facility leadership.

*Official Response Following an Inmate Report*



*§ 115.66 Preservation of ability to protect inmates from contact with abusers.*

(a) Neither the agency nor any other governmental entity responsible for collective bargaining on the agency's behalf shall enter into or renew any collective bargaining agreement or other agreement that limits the agency's ability to remove alleged staff sexual abusers from contact with any inmates pending the outcome of an investigation or of a determination of whether and to what extent discipline is warranted.

(b) Nothing in this standard shall restrict the entering into or renewal of agreements that govern:  
 (1) The conduct of the disciplinary process, as long as such agreements are not inconsistent with the provisions of §§ 115.72 and 115.76; or  
 (2) Whether a no-contact assignment that is imposed pending the outcome of an investigation shall be expunged from or retained in the staff member's personnel file following a determination that the allegation of sexual abuse is not substantiated.

*Official Response Following an Inmate Report  
 § 115.67 Agency protection against retaliation.*

(a) The agency shall establish a policy to protect all inmates and staff who report sexual abuse or sexual harassment or cooperate with sexual abuse or sexual harassment investigations from retaliation by other inmates or staff, and shall designate which staff members or departments are charged with monitoring retaliation.

(b) The agency shall employ multiple protection measures, such as housing changes or transfers for inmate victims or abusers, removal of alleged staff or inmate abusers from contact with victims, and emotional support services for inmates or staff who fear retaliation for reporting sexual abuse or sexual harassment or for cooperating with investigations.

(c) For at least 90 days following a report of sexual abuse, the agency shall monitor the conduct and treatment of inmates or staff who reported the sexual abuse and of inmates who were reported to have suffered sexual abuse to see if there are changes that may suggest possible retaliation by inmates or staff, and shall act promptly to remedy any such retaliation. Items the agency should monitor include any inmate disciplinary reports, housing, or program changes, or negative performance reviews or reassignments of staff. The agency shall continue such monitoring beyond 90 days if the initial monitoring indicates a continuing need.

(d) In the case of inmates, such monitoring shall also include periodic status checks.

(e) If any other individual who cooperates with an investigation expresses a fear of retaliation, the agency shall take appropriate measures to protect that individual against retaliation.

(f) An agency's obligation to monitor shall terminate if the agency determines that the allegation is unfounded.

*Official Response Following an Inmate Report  
 § 115.68 Post-allegation protective custody.*

Any use of segregated housing to protect an inmate who is alleged to have suffered sexual abuse shall be subject to the requirements of § 115.43.

*Investigations  
 § 115.71 Criminal and administrative agency investigations.*

(a) When the agency conducts its own investigations into allegations of sexual abuse and sexual harassment, it shall do so promptly, thoroughly, and objectively for all allegations, including third-party and anonymous reports.

(b) Where sexual abuse is alleged, the agency shall use investigators who have received special training in sexual abuse investigations pursuant to § 115.34.

(c) Investigators shall gather and preserve direct and circumstantial evidence, including any available physical and DNA evidence and any available electronic monitoring data; shall interview alleged victims, suspected perpetrators, and witnesses; and shall review prior complaints and reports of sexual abuse involving the suspected perpetrator.

(d) When the quality of evidence appears to support criminal prosecution, the agency shall conduct compelled interviews only after consulting with prosecutors as to whether compelled interviews may be an obstacle for subsequent criminal prosecution.

(e) The credibility of an alleged victim, suspect, or witness shall be assessed on an individual basis and shall not be determined by the person's status as inmate or staff. No agency shall require an inmate who alleges sexual abuse to submit to a polygraph examination or other truth-telling device as a condition for proceeding with the investigation of such an allegation.

(f) Administrative investigations:



<p>(1) Shall include an effort to determine whether staff actions or failures to act contributed to the abuse; and</p> <p>(2) Shall be documented in written reports that include a description of the physical and testimonial evidence, the reasoning behind credibility assessments, and investigative facts and findings.</p>
<p>(g) Criminal investigations shall be documented in a written report that contains a thorough description of physical, testimonial, and documentary evidence and attaches copies of all documentary evidence where feasible.</p>
<p>(h) Substantiated allegations of conduct that appears to be criminal shall be referred for prosecution.</p>
<p>(i) The agency shall retain all written reports referenced in paragraphs (f) and (g) of this section for as long as the alleged abuser is incarcerated or employed by the agency, plus five years.</p>
<p>(j) The departure of the alleged abuser or victim from the employment or control of the facility or agency shall not provide a basis for terminating an investigation.</p>
<p>(k) Any State entity or Department of Justice component that conducts such investigations shall do so pursuant to the above requirements.</p>
<p>(l) When outside agencies investigate sexual abuse, the facility shall cooperate with outside investigators and shall endeavor to remain informed about the progress of the investigation.</p>
<p><i>Investigations</i>  <b>§ 115.72 Evidentiary standard for administrative investigations.</b></p>
<p>The agency shall impose no standard higher than a preponderance of the evidence in determining whether allegations of sexual abuse or sexual harassment are substantiated.</p>
<p><i>Investigations</i>  <b>§ 115.73 Reporting to inmates.</b></p>
<p>(a) Following an investigation into an inmate's allegation that he or she suffered sexual abuse in an agency facility, the agency shall inform the inmate as to whether the allegation has been determined to be substantiated, unsubstantiated, or unfounded.</p>
<p>(b) If the agency did not conduct the investigation, it shall request the relevant information from the investigative agency in order to inform the inmate.</p>
<p>(c) Following an inmate's allegation that a staff member has committed sexual abuse against the inmate, the agency shall subsequently inform the inmate (unless the agency has determined that the allegation is unfounded) whenever:</p> <ol style="list-style-type: none"> <li>(1) The staff member is no longer posted within the inmate's unit;</li> <li>(2) The staff member is no longer employed at the facility;</li> <li>(3) The agency learns that the staff member has been indicted on a charge related to sexual abuse within the facility; or</li> <li>(4) The agency learns that the staff member has been convicted on a charge related to sexual abuse within the facility.</li> </ol>
<p>(d) Following an inmate's allegation that he or she has been sexually abused by another inmate, the agency shall subsequently inform the alleged victim whenever:</p> <ol style="list-style-type: none"> <li>(1) The agency learns that the alleged abuser has been indicted on a charge related to sexual abuse within the facility; or</li> <li>(2) The agency learns that the alleged abuser has been convicted on a charge related to sexual abuse within the facility.</li> </ol>
<p>(e) All such notifications or attempted notifications shall be documented.</p>
<p>(f) An agency's obligation to report under this standard shall terminate if the inmate is released from the agency's custody.</p>
<p><i>Discipline</i>  <b>§ 115.76 Disciplinary sanctions for staff.</b></p>
<p>(a) Staff shall be subject to disciplinary sanctions up to and including termination for violating agency sexual abuse or sexual harassment policies.</p>
<p>(b) Termination shall be the presumptive disciplinary sanction for staff who have engaged in sexual abuse.</p>
<p>(c) Disciplinary sanctions for violations of agency policies relating to sexual abuse or sexual harassment (other than actually engaging in sexual abuse) shall be commensurate with the nature and circumstances of the acts committed, the staff member's disciplinary history, and the sanctions imposed for comparable offenses by other staff with similar histories.</p>
<p>(d) All terminations for violations of agency sexual abuse or sexual harassment policies, or resignations by staff who would have been terminated if not for their resignation, shall be reported to law enforcement</p>



agencies, unless the activity was clearly not criminal, and to any relevant licensing bodies.

*Discipline*

*§ 115.77 Corrective action for contractors and volunteers.*

(a) Any contractor or volunteer who engages in sexual abuse shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies.

(b) The facility shall take appropriate remedial measures, and shall consider whether to prohibit further contact with inmates, in the case of any other violation of agency sexual abuse or sexual harassment policies by a contractor or volunteer.

*Discipline*

*§ 115.78 Disciplinary sanctions for inmates.*

(a) Inmates shall be subject to disciplinary sanctions pursuant to a formal disciplinary process following an administrative finding that the inmate engaged in inmate-on-inmate sexual abuse or following a criminal finding of guilt for inmate-on-inmate sexual abuse.

(b) Sanctions shall be commensurate with the nature and circumstances of the abuse committed, the inmate's disciplinary history, and the sanctions imposed for comparable offenses by other inmates with similar histories.

(c) The disciplinary process shall consider whether an inmate's mental disabilities or mental illness contributed to his or her behavior when determining what type of sanction, if any, should be imposed.

(d) If the facility offers therapy, counseling, or other interventions designed to address and correct underlying reasons or motivations for the abuse, the facility shall consider whether to require the offending inmate to participate in such interventions as a condition of access to programming or other benefits.

(e) The agency may discipline an inmate for sexual contact with staff only upon a finding that the staff member did not consent to such contact.

(f) For the purpose of disciplinary action, a report of sexual abuse made in good faith based upon a reasonable belief that the alleged conduct occurred shall not constitute falsely reporting an incident or lying, even if an investigation does not establish evidence sufficient to substantiate the allegation.

(g) An agency may, in its discretion, prohibit all sexual activity between inmates and may discipline inmates for such activity. An agency may not, however, deem such activity to constitute sexual abuse if it determines that the activity is not coerced.

*Medical and Mental Care*

*§ 115.81 Medical and mental health screenings; history of sexual abuse.*

(a) If the screening pursuant to § 115.41 indicates that a prison inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.

(b) If the screening pursuant to § 115.41 indicates that a prison inmate has previously perpetrated sexual abuse, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a mental health practitioner within 14 days of the intake screening.

(c) If the screening pursuant to § 115.41 indicates that a jail inmate has experienced prior sexual victimization, whether it occurred in an institutional setting or in the community, staff shall ensure that the inmate is offered a follow-up meeting with a medical or mental health practitioner within 14 days of the intake screening.

(d) Any information related to sexual victimization or abusiveness that occurred in an institutional setting shall be strictly limited to medical and mental health practitioners and other staff, as necessary, to inform treatment plans and security and management decisions, including housing, bed, work, education, and program assignments, or as otherwise required by Federal, State, or local law.

(e) Medical and mental health practitioners shall obtain informed consent from inmates before reporting information about prior sexual victimization that did not occur in an institutional setting, unless the inmate is under the age of 18.

*Medical and Mental Care*

*§ 115.82 Access to emergency medical and mental health services.*

(a) Inmate victims of sexual abuse shall receive timely, unimpeded access to emergency medical treatment and crisis intervention services, the nature and scope of which are determined by medical and mental health practitioners according to their professional judgment.



(b) If no qualified medical or mental health practitioners are on duty at the time a report of recent abuse is made, security staff first responders shall take preliminary steps to protect the victim pursuant to § 115.62 and shall immediately notify the appropriate medical and mental health practitioners.

(c) Inmate victims of sexual abuse while incarcerated shall be offered timely information about and timely access to emergency contraception and sexually transmitted infections prophylaxis, in accordance with professionally accepted standards of care, where medically appropriate.

(d) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

*Medical and Mental Care*

*§ 115.83 Ongoing medical and mental health care for sexual abuse victims and abusers.*

(a) The facility shall offer medical and mental health evaluation and, as appropriate, treatment to all inmates who have been victimized by sexual abuse in any prison, jail, lockup, or juvenile facility.

(b) The evaluation and treatment of such victims shall include, as appropriate, follow-up services, treatment plans, and, when necessary, referrals for continued care following their transfer to, or placement in, other facilities, or their release from custody.

(c) The facility shall provide such victims with medical and mental health services consistent with the community level of care.

(d) Inmate victims of sexually abusive vaginal penetration while incarcerated shall be offered pregnancy tests.

(e) If pregnancy results from the conduct described in paragraph (d) of this section, such victims shall receive timely and comprehensive information about and timely access to all lawful pregnancy-related medical services.

(f) Inmate victims of sexual abuse while incarcerated shall be offered tests for sexually transmitted infections as medically appropriate.

(g) Treatment services shall be provided to the victim without financial cost and regardless of whether the victim names the abuser or cooperates with any investigation arising out of the incident.

(h) All prisons shall attempt to conduct a mental health evaluation of all known inmate-on-inmate abusers within 60 days of learning of such abuse history and offer treatment when deemed appropriate by mental health practitioners.

*Data Collection and Review*

*§ 115.86 Sexual abuse incident reviews.*

(a) The facility shall conduct a sexual abuse incident review at the conclusion of every sexual abuse investigation, including where the allegation has not been substantiated, unless the allegation has been determined to be unfounded.

(b) Such review shall ordinarily occur within 30 days of the conclusion of the investigation.

(c) The review team shall include upper-level management officials, with input from line supervisors, investigators, and medical or mental health practitioners.

(d) The review team shall:

(1) Consider whether the allegation or investigation indicates a need to change policy or practice to better prevent, detect, or respond to sexual abuse;

(2) Consider whether the incident or allegation was motivated by race; ethnicity; gender identity; lesbian, gay, bisexual, transgender, or intersex identification, status, or perceived status; or gang affiliation; or was motivated or otherwise caused by other group dynamics at the facility;

(3) Examine the area in the facility where the incident allegedly occurred to assess whether physical barriers in the area may enable abuse;

(4) Assess the adequacy of staffing levels in that area during different shifts;

(5) Assess whether monitoring technology should be deployed or augmented to supplement supervision by staff; and

(6) Prepare a report of its findings, including but not necessarily limited to determinations made pursuant to paragraphs (d)(1)-(d)(5) of this section, and any recommendations for improvement and submit such report to the facility head and PREA compliance manager.

(e) The facility shall implement the recommendations for improvement, or shall document its reasons for not doing so.

*Data Collection and Review*

*§ 115.87 Data collection.*

(a) The agency shall collect accurate, uniform data for every allegation of sexual abuse at facilities under its direct control using a standardized instrument and set of definitions.



- (b) The agency shall aggregate the incident-based sexual abuse data at least annually.
- (c) The incident-based data collected shall include, at a minimum, the data necessary to answer all questions from the most recent version of the Survey of Sexual Violence conducted by the Department of Justice.
- (d) The agency shall maintain, review, and collect data as needed from all available incident-based documents, including reports, investigation files, and sexual abuse incident reviews.
- (e) The agency also shall obtain incident-based and aggregated data from every private facility with which it contracts for the confinement of its inmates.
- (f) Upon request, the agency shall provide all such data from the previous calendar year to the Department of Justice no later than June 30.

*Data Collection and Review*  
 § 115.88 Data review for corrective action.

- (a) The agency shall review data collected and aggregated pursuant to § 115.87 in order to assess and improve the effectiveness of its sexual abuse prevention, detection, and response policies, practices, and training, including by:
  - (1) Identifying problem areas;
  - (2) Taking corrective action on an ongoing basis; and
  - (3) Preparing an annual report of its findings and corrective actions for each facility, as well as the agency as a whole.
- (b) Such report shall include a comparison of the current year's data and corrective actions with those from prior years and shall provide an assessment of the agency's progress in addressing sexual abuse.
- (c) The agency's report shall be approved by the agency head and made readily available to the public through its website or, if it does not have one, through other means.
- (d) The agency may redact specific material from the reports when publication would present a clear and specific threat to the safety and security of a facility, but must indicate the nature of the material redacted.

*Data Collection and Review*  
 § 115.89 Data storage, publication, and destruction.

- (a) The agency shall ensure that data collected pursuant to § 115.87 are securely retained.
- (b) The agency shall make all aggregated sexual abuse data, from facilities under its direct control and private facilities with which it contracts, readily available to the public at least annually through its website or, if it does not have one, through other means.
- (c) Before making aggregated sexual abuse data publicly available, the agency shall remove all personal identifiers.
- (d) The agency shall maintain sexual abuse data collected pursuant to § 115.87 for at least 10 years after the date of the initial collection unless Federal, State, or local law requires otherwise.

*Audits*  
 § 115.93 Audits of standards.

The agency shall conduct audits pursuant to §§ 115.401–.405.

*Auditing and Corrective Action*  
 § 115.401 Frequency and scope of audits.

- (a) During the three-year period starting on September 20, 2013, and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once.
- (b) During each one-year period starting on September 20, 2013, the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited.
- (c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the agency with PREA-related issues.
- (d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit.
- (e) The agency shall bear the burden of demonstrating compliance with the standards.
- (f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type.
- (g) The audits shall review, at a minimum, a sampling of relevant documents and other records and



- information for the most recent one-year period.
- (h) The auditor shall have access to, and shall observe, all areas of the audited facilities.
- (i) The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information).
- (j) The auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request.
- (k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators.
- (l) The auditor shall review a sampling of any available videotapes and other electronically available data (e.g., Watchtour) that may be relevant to the provisions being audited.
- (m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees.
- (n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel.
- (o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

*Auditing and Corrective Action*  
 § 115.402 Auditor qualifications.

- (a) An audit shall be conducted by:
  - (1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government);
  - (2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or
  - (3) Other outside individuals with relevant experience.
- (b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.
- (c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor.
- (d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.

*Auditing and Corrective Action*  
 § 115.403 Audit contents and findings.

- (a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review.
- (b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards.
- (c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.
- (d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.
- (e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice.
- (f) The agency shall ensure that the auditor's final report is published on the agency's website if it has one, or is otherwise made readily available to the public.

*Auditing and Corrective Action*  
 § 115.404 Audit corrective action plan.

- (a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period.
- (b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance.





(c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility.

(d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action.

(e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that it has achieved compliance.

*Auditing and Corrective Action  
§ 115.405 Audit appeals.*

(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination.

(b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit.

(c) The findings of the re-audit shall be considered final.

*State Compliance  
§ 115.501 State determination and certification of full compliance.*

(a) In determining pursuant to 42 U.S.C. 15607(c)(2) whether the State is in full compliance with the PREA standards, the Governor shall consider the results of the most recent agency audits.

(b) The Governor's certification shall apply to all facilities in the State under the operational control of the State's executive branch, including facilities operated by private entities on behalf of the State's executive branch.



## Appendix E – Technical Requirements

**Column 1**

This column indicates a numeric sequence of each function.

**Column 2**

This column describes the function(s) desired in the parts and maintenance program.

**Column 3**

This column indicates if a particular requirement is Mandatory, Expected or Optional.

**Column 4**

This column indicates whether Contractor can comply with a particular requirement.

**Column 5**

This column indicates how Contractor will comply with a particular requirement based on the below options A - E.

- A. Currently provided within the standard service.
- B. Currently provided as an enhancement to standard service at no additional cost.
- C. Currently provided as an enhancement to standard service at an additional cost detailed in the cost proposal.
- D. Not currently provided but will be added at the additional cost detailed in the cost proposal.
- E. Service will not be provided.

**Column 6**

This column shows Contractor's comments.

It shall be assumed by the State that a blank cell indicates the requirement is not available.



Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
<b>1000. Client / Workstation</b>					
1000.1	Applications accessed on SOM client workstations must function with the following web browser(s) in an <b>INTRANET</b> environment: • Microsoft IE 8.0	M	Y	A	The SOM client workstation Intranet relationship to the KCN-hosted Prisoner Store System is achieved through MDOC VPN
1000.2	Applications accessed on SOM client workstations must function with the following desktop Operating System (OS): • Windows XP SP3 • Windows 7	M	Y	A	The KCN KeepTrak application will function on Windows XP SP3 and on Window 7
<b>1001. System Documentation</b>					
1001.1	Documentation must provide a logical network diagram that describes how the infrastructure components will meet the functional requirements.	M	Y	A	Attached as System Documentation - E 1001.1
1001.2	Documentation must provide conceptual and logical data-flow diagrams.	M	Y	A	Attached as System Documentation - E 1001.2
1001.3	Documentation must provide a high-level architecture diagram, including logical and physical components.	M	Y	A	Attached as System Documentation - E 1001.3
1001.4	Documentation must describe error logging capability.	E	Y	A	Attached as System Documentation - E 1001.4



Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1001.5	Documentation must describe Disaster Recovery capabilities (including Hot and Cold standby options, licensing implications, and critical vs. non-critical functionality and data).	M	Y	A	Attached as System Documentation - E 1001.5
1001.6	Documentation will describe any batch processing requirements for the application.	E	Y	A	Attached as System Documentation - E 1001.6
1001.7	Documentation must provide backup/recovery information.	E	Y	A	Attached as System Documentation - E 1001.7
1001.8	Documentation must describe required application maintenance activities and time frames.	E	Y	A	Attached as System Documentation - E 1001.8
1001.9	Documentation must describe how the system will be taken off-line for maintenance, updates and upgrades.	E	Y	A	Attached as System Documentation - E 1001.9
1001.10	Documentation must describe the level of effort (both SOM and Vendor) and anticipated downtime for product upgrade installation.	E	Y	A	Attached as System Documentation - E 1001.10
1001.11	Documentation must describe the level of effort and anticipated downtime for product upgrade installation.	E	Y	A	Attached as System Documentation - E 1001.11



Req. No.	Requirement	Mandatory (M) Expected (E) Optional	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1001.12	Documentation must provide the anticipated frequency and requirements of patches (releases, break-fix, 0-day), minor, and major releases.	M	Y	A	Attached as System Documentation - E 1001.12
1001.13	Documentation must provide information on certification /compatibility with OS patches, Service Pack, and upgrade paths.	E	Y	A	Attached as System Documentation - E 1001.13
1001.14	Application/System documentation will provide FAQ and/or Support Information for frequent issues staff/users may encounter.	E	Y	A	Provided in on-line guides, written materials, and tech support notes
<b>1002. Installation</b>					
1002.1	Provide a detailed work plan (in hours) and duration (in days) of a typical installation of the base package, including all modules. Include both SOM and vendor effort.	E	Y	A	Attached as Installation - E 1002.1
1002.2	Provide a high-level project plan outlining activity descriptions, work effort, duration and resources for a typical base-package installation.	E	Y	A	Attached as Installation - E 1002.2
1002.3	Provide a list of <b>functional</b> issues encountered by other users during a typical implementation of your software.	E	Y	A	Attached as Installation - E 1002.3



Req. No.	Requirement	Mandatory (M) Expected (E) Optional	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1002.4	Provide a list of <b>technical</b> issues encountered by other users during a typical implementation of your software.	E	Y	A	Attached as Installation - E 1002.4
1002.5	Provide a detailed list of any browser plug-ins (e.g., ActiveX, Java, Flash) required by the application.	M	Y	A	Attached as Installation - E 1002.5
<b>1003. Reporting</b>					
1003.1	The reporting product technology will not require any installed component on the user desktop.	E	Y	E	Microsoft IE add-in ActiveX control required for some access by SOM workstations – Microsoft RDC 6.1 or higher
1003.2	The reporting product technology will not require any installed component in the user browser other than the following: <ul style="list-style-type: none"> <li>• Adobe Acrobat Reader</li> </ul>	E	Y	E	Microsoft IE add-in ActiveX control required for some access by SOM workstations – Microsoft RDC 6.1 or higher
1003.3	The reporting product technology will support ad-hoc reporting via custom-built queries.	E	Y	E	KCN staff provide custom reporting as a service. Custom reports are then registered to KCN's reporting platform for use by the customer
<b>1004. Application Security</b>					



Req. No.	Requirement	Mandatory (M) Expected (E)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1004.0	Vendor must work with SOM to complete a DTMB Project Security Plan and Assessment (DIT-0170) for the solution.	M	Y	A	Agreed – KCN provided a Project Security Plan Assessment for its current installation of Prisoner Store Systems in MDOC – see Attached Application Security 1004.0
1004.1	The solution must have built-in security controls and meet or exceed current SOM security requirements as described in the State Administrative Guide:  <a href="http://www.michigan.gov/documents/dmb/1340">http://www.michigan.gov/documents/dmb/1340</a>	M	Y	A	The solution includes built in security codes – see Attached 'STATE OF MICHIGAN – Security Policy Document – Keefe Group 2012' Application Security Plan
1004.2	Application access must be loggable and have a viewable audit trail(s).	M	Y	E	Transaction Activity is loggable to the user and the user location. Simple access to the application in general is not logged.
1004.3	Changes to user permissions must be loggable and have a viewable audit trail(s).	M	Y	E	Changes to user permissions are limited to administrators. KCN does not log these in electronic form. We recommend a change request protocol for this type of change management.



Req. No.	Requirement	Mandatory (M) Expected (E) Optional	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1004.4	Access to audit trail logs must be able to be restricted to approved administrators.	M	Y	A	Audit trail logs for web, DB and application are secured for administrator access
1004.5	Application access and changes to application access must log the following information: <ul style="list-style-type: none"> <li>• Date/time</li> <li>• Nature of operation</li> <li>• Name of changed item</li> <li>• Name of who made the change</li> <li>• Before and after value of the changed item</li> </ul>	E	Y	E	Changes to user permissions are limited to administrators. KCN does not log these in electronic form. We recommend a paper change request audit trail protocol for this type of change management.
1004.6	The following application change event(s) must be logged: <ul style="list-style-type: none"> <li>• Changes to individual permission level</li> <li>• Changes to role membership</li> <li>• Changes to role permissions</li> <li>• Changes to access to application</li> </ul>	E	Y	E	Changes to user permissions are limited to administrators. KCN does not log these in electronic form. We recommend a paper change request audit trail protocol for this type of change management.
1004.7	Session State will be stored and maintained in an encrypted manner.	E	Y	A	Web-based components of the solution adhere to this logging method.
1004.8	A Contractor solution or third-party contractor solution will comply with any of the following application and data processing standards: <ul style="list-style-type: none"> <li>• Sarsbane-Oxsley</li> <li>• PCI-DSS</li> </ul>	E	Y	A	Please see attached PCI-DSS documentation.





Req. No.	Requirement	Mandatory (M) Expected (E) Optional	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1004.9	Vendor application must support encryption of data both at rest and in motion, in accordance with the data classification.	M	Y	A	Supported for card data applications
1004.10	The application/ database will provide data archival functionality.	E	Y	A	DB2, SQL Server, MYSQL, and Oracle provide archival functionality
1004.11	The application database will support assured record destruction by secure and permanent record deletion.	E	Y	A	DB2, SQL Server, MYSQL, and Oracle provide record destruction and permanent deletion
1004.12	A security assessment of the purchased application, and its components, will be provided that has been verified by an independent third party.	E	Y	E	MDOC is not purchasing the application
1004.13	End-user software applications, or components thereof, accessed on SoM client workstations, must not require privileged, super-user or administrator mode in order to function properly.	M	Y	A	Agreed – end-user application or components do not require these levels of privilege in order to function within the KCN Prisoner Store environment in response to this RFP
<b>1005. Identity Management</b>					
1005.1	The application will support the following authentication requirement: <ul style="list-style-type: none"> <li>• User ID and Passwords</li> <li>• Unique business process</li> </ul>	E	Y	A	The application supports User ID and Passwords and unique business processes



Req. No.	Requirement	Mandatory (M) Expected (E) Optional	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1005.2	Application authentication and authorization must be by individual user. User account information must be stored securely in a database. Users may belong to groups and roles.	M	Y	A	Agreed – the application provides individual user authentication stored securely in a database. Users may belong to groups and roles. See attached Appendix – Identity Management 1005.2
1005.3	Passwords and User ID's must be able to: <ul style="list-style-type: none"> <li>• Protect sensitive data</li> <li>• Restrict access to only those intended</li> <li>• Meet MDOC Security Standards</li> <li>• Be encrypt-able</li> </ul>	E	Y	E	Passwords are encrypted in the database – userids are in readable text in the database
1005.4	The application must lock out users after three invalid login attempts due to bad passwords.	E	Y	A	The SOM user login is subject to Windows user ID rules and may be configured to lock the user account after three invalid login attempts
1005.5	The application must provide the system administrators with the capabilities to define different roles with different privileges.	E	Y	A	The system provides this capability – see appendix Identity Management – 1005.5
1005.6	The application will provide the system administrators with the capabilities to create groups whose members can be either role-based or individual login account names.	E	Y	A	The system provides this capability – see appendix Identity Management – 1005.6



Req. No.	Requirement	Mandatory (M) Expected (E) Optional (O)	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
<b>1006. Infrastructure Security</b>					
1006.1	Client applications must adhere to SOM Policy 1340.00 regarding "Information Security": <a href="http://www.michigan.gov/documents/dmb/1340_193162_7.pdf">http://www.michigan.gov/documents/dmb/1340_193162_7.pdf</a>	M	Y	A	Agreed
1006.2	Web interface or browser technology will use TCP/IP protocol through Ports 80 or 443.	E	Y	A	Agreed
1006.3	Network communication will use the following port(s) and protocol(s): <ul style="list-style-type: none"> <li>• 443 using ADO.NET</li> <li>• 443 using TCP</li> <li>• Internet Assigned Number Authority (IANA) registered ports</li> <li>• Database protocol (IE: SQL Server, Oracle)</li> <li>• SOAP</li> </ul>	E	Y	A	Agreed – Database protocol is limited to communications from web services or virtualized applications running at the server – DB protocols for some application components include IBM DB2
1006.4	Vendor network solutions must be approved by DTMB prior to installation.	M	Y	A	Agreed
<b>1007. Solution Architecture</b>					
1007.1	The application's minimum technology requirements, including Operating System (OS) versions, vendor versions, and release level of each product, will be provided.	E	Y	A	See attached – Appendix – Solution Architecture 1007.1



Req. No.	Requirement	Mandatory (M) Expected (E) Optional	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1007.2	A Service Level Agreement (SLA) must be in effect for the solution/system specifying, at a minimum, the following: <ul style="list-style-type: none"> <li>• Criticality Level (Critical, High, Medium)</li> <li>• Recovery Point Objective (time in hours)</li> <li>• Recovery Time Objective (time in hours)</li> </ul>	M	Y	A	See attached – Appendix – Solution Architecture 1007.2
1007.3	Provide a technology roadmap for the proposed system showing a five (5) year plan for new software version releases, support window, and sun setting.	E	Y	A	See attached – Appendix – Solution Architecture 1007.3
<b>1008. Solution Integration</b>					
1008.1	System integration will support the following method(s): <ul style="list-style-type: none"> <li>• Web Services</li> <li>• SOAP</li> <li>• ODBC</li> </ul>	O	Y	A	Agreed – the system supports all of these methods
1008.2	Provide a method to import data from the following proprietary sources: <ul style="list-style-type: none"> <li>• MDOC Offender Management Systems</li> </ul>	M	Y	A	Agreed – the system currently supports import of data from the MDOC Offender Management System
1008.3	The solution must be able to export data to the following external source(s): <ul style="list-style-type: none"> <li>• Microsoft Office 2003</li> <li>• Microsoft Office 2010</li> </ul>	E	Y	A	Agreed – Word and Excel exports are available through the KCN ReportViewer



Req. No.	Requirement	Mandatory (M) Expected (E) Optional	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1008.4	The ability to export data in the following output formats must be available: <ul style="list-style-type: none"> <li>• XML</li> <li>• Text file</li> </ul>	M	Y	A	Agreed – Word and Excel exports are available through the KCN ReportViewer
1008.5	The ability to make use of the following external services must be available: <ul style="list-style-type: none"> <li>• State of Michigan Data Exchange Gateway (DEG)</li> </ul>	M	Y	A	Agreed the solution currently makes use of the DEG
<b>1009. System Administration and Licensing</b>					
1009.1	Software licensing will be inclusive for all packages included in the solution, unless explicitly listed and detailed.	E	Y	A	Agreed
1009.2	Application/System documentation will provide access to FAQ and/or Support Information for frequent issues administrative staff may encounter.	E	Y	A	Agreed
1009.3	Documentation will indicate recommended staffing requirements to administer and support the system.	E	Y	A	Agreed – KCN has estimated technical staffing for this deployment. KCN does not anticipate MDOC Technology resources to support the Prisoner Store System other than the interfaces developed by MDOC for this purpose.
<b>1010. Application Development Management – (PCI-DSS)</b>					



Req. No.	Requirement	Mandatory (M) Expected (E) Optional	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
1010.1	Software applications must be developed in accordance with PCI DSS (for example, secure authentication and logging) and based on industry best practices. Information security must be incorporated throughout the Systems Development Life Cycle (SDLC).	M	Y	A	Agreed – see attached Appendix Application Development Management (PCI – DSS)
1010.2	All security patches and system and software configuration changes must be tested before deployment, including but not limited to: <ul style="list-style-type: none"> <li>• All input must be validated to prevent such things as cross-site scripting, injection flaws and malicious file execution.</li> <li>• Proper error handling must be incorporated into the software.</li> <li>• Data at rest must use secure cryptographic storage.</li> <li>• Data in motion must use secure communications.</li> <li>• Role-based access control (RBAC) must be used to control and audit user actions.</li> </ul>	M	Y	A	Agreed – see attached Appendix Application Development Management (PCI – DSS)
1010.3	Production data (live Primary Account Numbers - PANs) are not used for testing or development purposes.	M	Y	A	Agreed – see attached Appendix Application Development Management (PCI – DSS)



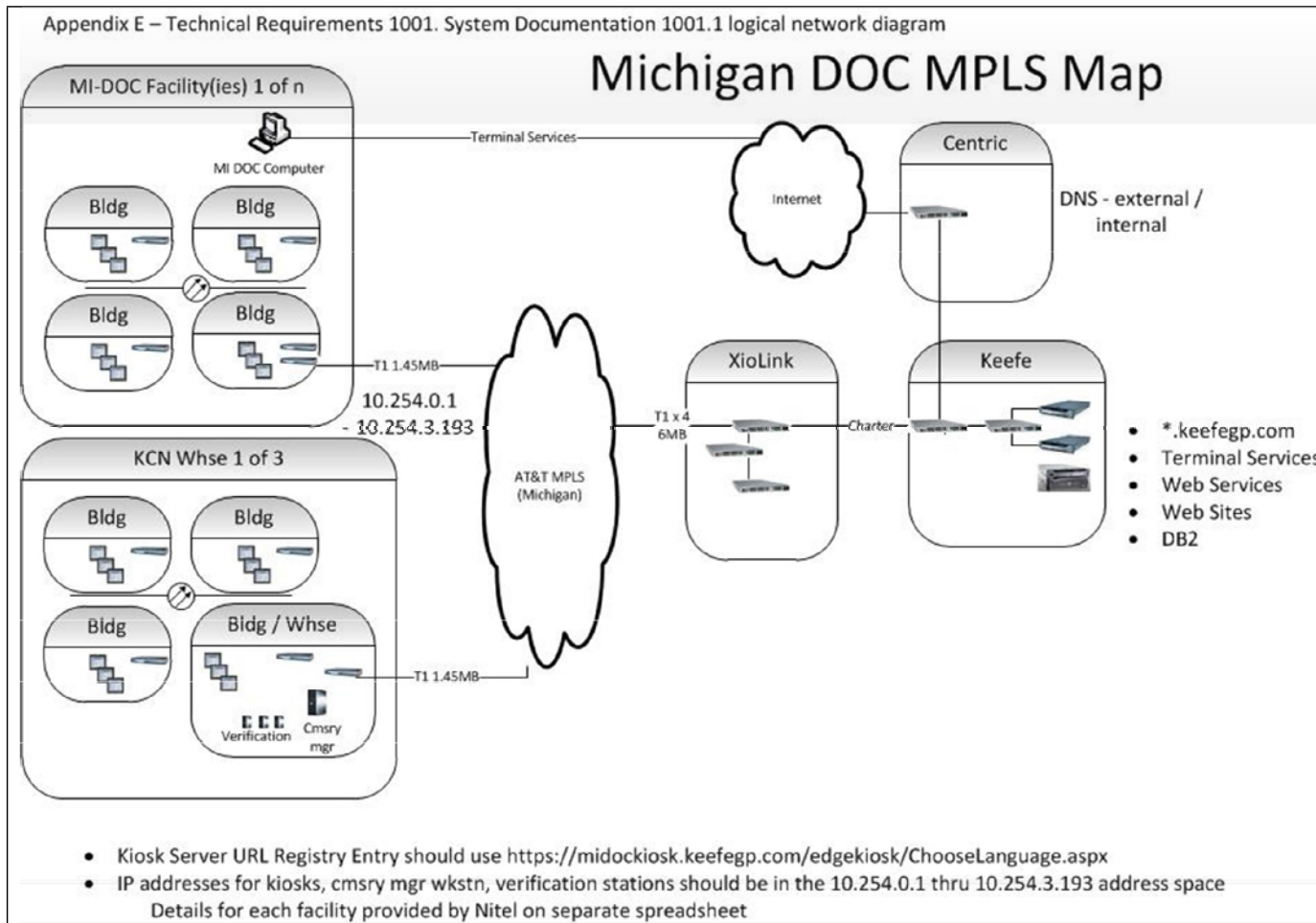
Req. No.	Requirement	Mandatory (M) Expected (E) Optional	Req. Response (Yes / No)	Response (A, B, C, D, E)	Comments
<b>1011. Information Technology Network and Infrastructure</b>					
1011.1	The information technology network and infrastructure must conform with SOM Policy 1345.00 regarding "Network and Infrastructure": <a href="http://www.michigan.gov/documents/dmb/1340_193162_7.pdf">http://www.michigan.gov/documents/dmb/1340_193162_7.pdf</a>	M	Y	A	Agreed
1011.2	The solution must contain values for projected capacity and special needs requirements covering all aspects of data transport & security across the information technology network and infrastructure.	M	Y	A	Agreed – the application currently installed by Keefe at MDOC provides capacity for all aspects of data transport and security across the information technology network and infrastructure
1011.3	The solution must conform with the SOM DTMB State-wide management process self-installed Managed Local Area Network (LAN) cabling, "1345.00.01 Self-installed Managed LAN Cabling Standard": <a href="http://www.michigan.gov/dmb/0,4568,7-150-56355_56579_56755---.00.html">http://www.michigan.gov/dmb/0,4568,7-150-56355_56579_56755---.00.html</a>	M	Y	A	Agreed – the application currently installed by Keefe at MDOC conforms with the DTMB Local Area Network (LAN) cabling standard



1001 System Documentation – Prisoner Store Services

1001 System Documentation

Logical Network Diagram

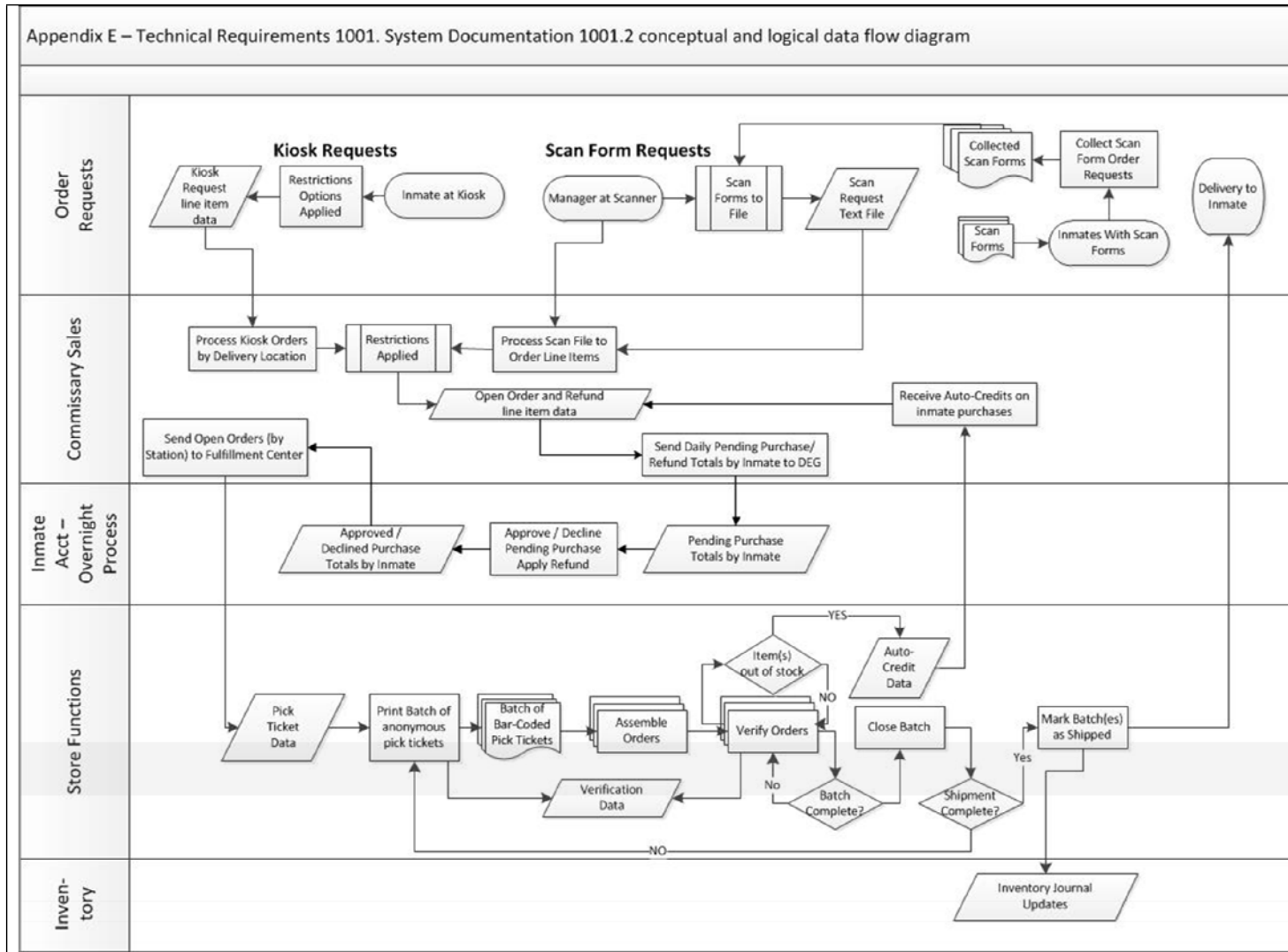






1001 System Documentation – Prisoner Store Services

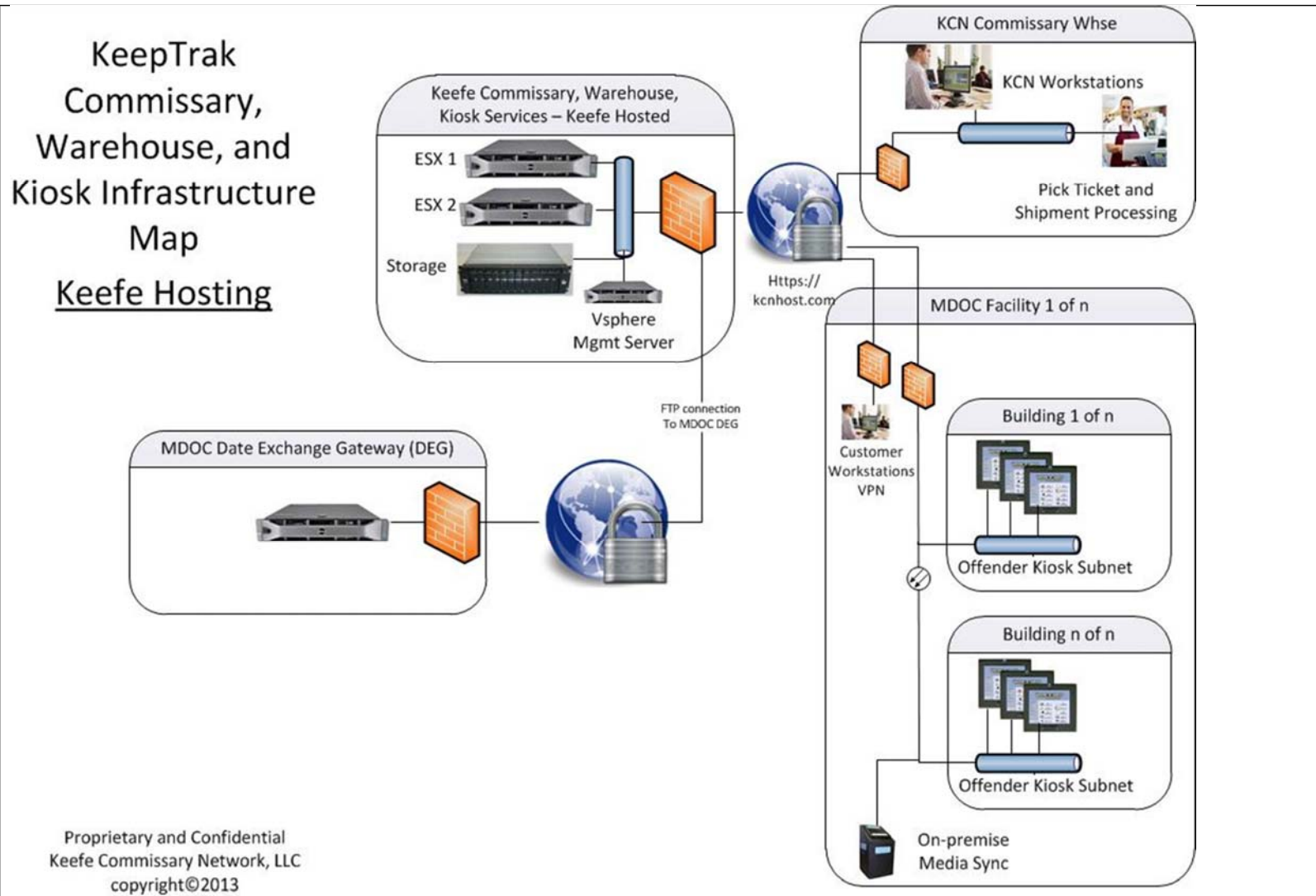
Conceptual and Logical Data Flow Diagram





1001 System Documentation – Prisoner Store Services

High-Level Architecture Diagram





## 1001 System Documentation – Prisoner Store Services

### \_ Error Logging Capability

#### Functional Systems

- Order Requests
  - Kiosk-based order requests are stored in a kiosk order request staging table in a DB2 database
  - Kiosk network activities are logged in Internet Information Services log files at the KCN-hosted application server VM
  - Scantron order requests are stored in Scantron ASCII staging files / sconform errors are stored in ScanReject ASCII files
- Commissary Sales
  - All sales activity is logged in DB2 order detail tables
- Inmate Accounting – overnight processing
  - Files to and Files from the MDOC accounting system are archived on the KCN-hosted services server VM. Errors in production, receipt, or processing of the nightly files are archived in application logs on the KCN-hosted services server VM.
- Store Functions
  - Batches of approved orders, verification results, order and refund detail are logged in DB2 database tables
- Inventory
  - All inventory transactions are logged in DB2 database tables

#### Database

- Database error states are logged in the DB2 Diagnostics file on the KCN-hosted DB2 server VM.
- The IBM DB2 Database Health Monitor provides active monitoring and configuration performance recommendations for the database

#### Web Services

- Each web service writes an application log and can be enabled for trace level logging of each application function

#### Web Sites

- Each web site application service writes an application log and can be enabled for trace level logging of each application function
- Additional logging is provided through Internet Information Services log files



## 1001 System Documentation – Prisoner Store Services

### Disaster Recovery Capabilities

#### Virtualization

- Primary Site – Xiolink St. Louis
  - Critical Functionality – Failover within 1 hour primary VM failure
    - Vsphere Replication
    - Nightly Backup Tape
  - Non-Critical Functionality – failover within 4 hours of primary VM failure
    - VSphere Replication
    - Nightly Backup Tape
  - Licensing
    - Primary Site Licensing
- Secondary Site – Keefe Corporate HQ St. Louis
  - Critical Functionality – failover within 4 hours of primary site failure
    - VSphere Replication
    - Tape Backup Recovery
  - Non-Critical Functionality – failover within 8 hours of primary site failure
    - VSphere Replication
    - Tape Backup Recovery
  - Licensing
    - Standby Licensing



## 1001 System Documentation – Prisoner Store Services

### Batch processing Requirements

#### Overnight Process for charging inmate account

As per MDOC requirements, inmate accounts are approved for store purchases via overnight file processing – see illustration in 1001.2 Conceptual and Logical Data Flow Diagram – Inmate Accounts Overnight Process.

#### Family package orders

Not applicable

#### Inmate package orders

Current payment for inmate package orders is processed manually by MDOC staff. KCN would recommend a process similar to Prisoner Store orders for overnight file processing and/or real time processing against the inmate balance

## 1001 System Documentation – Prisoner Store Services

### Backup/Recovery information

See section 1001.5

### Required Application Maintenance Activities

- Monthly Database review and tuning – after-hours activity – first Saturday of each month

### Offline Maintenance/Upgrade Methodology

- Monthly Database review and tuning – once per month
- Addition of end-user requested report upgrades – on-line as needed
- Enhancements to software features
  - Scheduled with end-users as change management project
    - Project milestones include preview of new features in test system
    - Configuration of new features in test system
    - Update of end-user documentation
    - End-user training
    - Migration of new configured features to production environment



## 1001 System Documentation – Prisoner Store Services

### Upgrade Effort of SOM and Vendor and downtime estimate

- Enhancements to software features
  - Scheduled with end-users as change management project
    - Project milestones include preview of new features in test system
    - Configuration of new features in test system
    - Update of end-user documentation
    - End-user training
    - Migration of new configured features to production environment
- Downtime Estimate
  - Upgrades are scheduled for after-hours (evenings or weekends)
  - SOM staff are not required to be available during after-hours upgrades



1001 System Documentation – Prisoner Store Services

**Level of Effort and Anticipated downtime for upgrade**

See response to 1001.10



## 1001 System Documentation – Prisoner Store Services

### Frequency and Requirements for Patches

- Microsoft
  - Server 2008 R2 sp2
    - Patches will be evaluated and applied within 3 months of release by Microsoft
- IBM
  - DB2 Advanced Enterprise Edition 10.1.0
    - Patches will be evaluated and applied within 3 months of release by IBM
- VMWare
  - VSphere 5.1
    - Patches will be evaluated and applied within 3 months of release by VMware





- HP
  - Server firmware updates are applied within 3 months of release by HP



- Equallogic
  - SAN firmware / software updates are applied within 3 months of release by Equallogic
- Symantec
  - Endpoint Protection 12
    - Definition files applied automatically as available from Symanted

#### **Certification / compatibility with OS patches\**

KCN KeepTrak applications are reviewed for compatibility with OS patches as patches are released by the OS manufacturer. Changes to KeepTrak applications to conform to OS patches are part of this review process.



## 1001 System Documentation – Prisoner Store Services

### FAQ for staff/users

Following is a sample FAQ document from the current implementation of Keefe Prisoner Store Systems in MDOC

What is the process for purchasing and receiving items? The purchasing process would not change. All orders will be placed through Keefe as they are now. The system will provide you with reorder info that can be saved to a PDF file and e-mailed or it can be printed and faxed to Keefe. Receiving will not change other than when items are received they should be recorded in the system as they are with Commissary so the inventory can be updated.

How will spending limits be programmed into the new system? Spending limits of \$100 every two weeks will be programmed in to the system.

What is the general concept regarding Inventory. The inventory will be taken at month end in the regional prisoner store. Those inventory numbers will be entered in to the system and will be the starting point for the new system.

What reports will be available and will a report assist in establishing reorder points? There are many reports available in the system and yes there are reports available to establish re-order points. There will be flags in the system to provide notification of re-order points. **The Purchase Order recommends products and quantities for reorder based on preset thresholds and sales history.**

Will we have the ability to run reports that show the amount of indigent sales? Yes

Currently, in commissary, a monthly report is run which shows the indigent sales by inmate number. This report will be available. You will be able to identify sales by prisoner, facility or item number.

Who will update the bubble sheets when changes are required? The regional prisoner store will update bubble sheets as they change. **Changes to the layout of the bubble sheet will also need to be registered in the software. You should add Keefe Technical Services to the checklist to notify for bubble sheet changes**

Will the store lists (when changes are necessary) be handled by the facilities or is that something Keefe handles directly? This will be handled by the regional store with notification to Keefe.



## 1001 System Documentation – Prisoner Store Services

If it is the facility, will we be able to update the kiosks from remote locations. For example, a change is necessary to the Marquette store list, can I update that when I am located at Chippewa? **Yes. Select staff will be given administrative rights to make changes to store lists.**

Will the report allow a sales report by Facility and take in to consideration same Trust Caseload – i.e. Kinross/Chippewa and Brooks/West Shoreline? **Yes, sales reports can be run facility-ie, Kinross, Chippewa, Brooks, WestShoreline.**

### Damaged or Out of Stock Items

Items will be entered in as damaged if a prisoner receives a damaged item. Credit will be given during the overnight download process.

Out of Stock items will not be charged at the time of downloading the order. If the inventory does not reflect out of stock at the time the order is processed a refund will be processed at the time the order is scanned and the refund will be processed to the prisoner's account with the overnight download.

The regional prisoner store will have a method of recording damaged items in store inventory which will adjust the inventory at the time the damaged products are entered in the system.

Will staff be able to review the Prisoner Store Orders? **There will be a web-based application that will allow any staff with access to review prisoner's orders. This will be a "read only" application. (note to Carol – since the network is segregated from the rest of the DOC network, staff not using the Keefe-supplied commissary stations will need some sort of access to the Keefe network for this – we should discuss with IT)**

- a. Chaplain for religious purposes?
- b. Food Service and/or Health Care for dietary?

Will Sales to other prisoner groups

be possible (i.e. PBF)? **Yes** Store

Hub Order Processing:

- a. Can the store orders be printed out by housing units? **Yes**
- b. Can staff have the option to pick what housing units can be printed out? **Yes**
- c. Will the printouts reflect what kiosk orders are coming from? **It will identify the housing unit where the prisoner locks.**



## 1001 System Documentation – Prisoner Store Services

What dates is the actual order; such as does the receipt reflect when the prisoner placed the order, when the store downloads the order and/or when the order was processed? **When the store order is download/processed. The orders should be downloaded and processed on the same day. (Carol – I have to check on what date gets printed at the top of the receipt. I believe it is the date that we get confirmation back from the Trust system that the account has been charged for the order, i.e., the calendar date after the day we process for approval through the overnight transfer)**

Will there be three numbers associated with an item...1. Bar Code; 2. Keefe Item number (used to order stock); 3. Item number on the Kiosk? **The priority number will be the first number used. The Keefe item number is the same number on the kiosk. (Yes all three numbers will be associated with a stock item for inventory and sales reporting)**

What is the status on Pop? **Pop will be handled as it is currently handled. Each regional store will need to address how pop is handled at each facility.**

With regards to high security or theft items, will be similar to current process, these items will be located near the verification station and will be scanned just prior to the order being completed thus will not require a separate order to be processed? **Yes. Each regional store must identify what items are considered high security or theft items.**

Per the DOM – how will be determined if a prisoner serving a sanction of Toplock will be able to or not use a kiosk? **Prisoners on sanctions can be assigned to a restricted list. Each facility will need to notify the regional store so the prisoner can be assigned to the restricted list menu. (kiosk access may also be controlled by a DOC administrator – if the prisoner is denied access to the kiosk but is allowed to order commissary, then either the bubble form or a manual order entry would have to be used)**

The DOM states a facility Warden will determine this....**The store will follow the DOM.**

Review the process if a prisoner is approved to have an indigent order and also has access to funds in his/her account and is able to place two orders? **Indigent orders will always be completed on the “bubble sheet” and processed separately. A Prisoner will be allowed to place regular, non-indigent orders via the kiosk and use the funds available in his/her account. Both orders will be processed separately. Indigent refunds will be a manual process as they are currently handled. (I don't see why indigent refunds would not be handled the same way as regular refunds through the software. We should check with Terry to be sure, but the Keefe software will handle this on the prisoner side, inventory re-stock would be a refund by refund decision)**



## 1001 System Documentation – Prisoner Store Services

How are the items that do not have a bar code on the packaging going to be handled? **A printed bar code handbook (template) will be available at the scan register to utilize in the scan process.**

For orders that are processed via the scanner, (Indigent, Seg., etc) will they appear on the processing screen once they are scanned or will the Hub need to pick them to be in the overnight process similar to what will occur with the kiosk orders? **The orders need to be scanned one day in advance to picking so the prisoner's account can be appropriately charged before the order is picked.**

Could the sale of photo tickets be similarly handled like what is proposed for postage? **Yes. We need to assign an item number to photo tickets.**

Will the kiosks identify Kosher/Halal? **Yes. There will be a separate "button" on the kiosk that prisoners can activate that will only have those items identified as Kosher/Halal. (I am not sure that we can rename the category buttons. I tried it but even though the administrator screen shows it as Kosher, the inmate screen does not update. Let me talk this through with the software team to see why this is not updating)**

Does SR include postage as part of their 210 count? **Yes**

What was decided as to what kind of paper to be used for store order? **3 part NCR paper**

Will it include self adhesive to apply to store order? **The sticker identifying the prisoner's name, number and lock will be printed at the time the order is finalized. The sticker will be applied to each bag that corresponds with the prisoner's order. The system will have the ability to print a label for each bag that is a part of the order.**

What if order renders more than one bag? **You can print more than one tag.**

**There will only be one receipt.** What communication to the prisoner's will

there be to introduce them to the new system?

**The department will issue prisoner notices in advance. Keefe will provide marketing material and training.**



## 1001 System Documentation – Prisoner Store Services

Should the beginning balance and ending balance appear on the prisoner receipt? **No. It is no longer necessary.** Should items with insufficient funds be included at the bottom of the receipt? **Yes**

What is the exact process on how refunds will occur, from the business process to entering the refund in the Keefe application? **An inmate will return the item and the facility prisoner store will notify the regional store of the refund along with returning the store item back to the store. The refund will be processed in the overnight process.**

Will the refund automatically be included in the next nightly download or will the warehouse manager need to send it? **To be pooled into the overnight process the refunds will have to be sent from the issuing manager to the store system by the end of the day. Once sent they will be processed into the overnight process regardless of whether the inventory has been returned. Inventory processing will depend on whether the item can be re-sold upon return. ~~Once the store has processed the inventory in the system the refund will be applied in the overnight download process.~~**

Does the prisoner get a receipt for returned items? **No – this should show up in the account lookup on the kiosk as one of the last 25 transactions**

The current Commissary application does not handle TRUST obligation adjustments for indigent returns. It adjusts the prisoner's available loan amount but does not adjust the loan obligation. How will this be handled? **Currently it is done manually and we will continue with the same process. Business Office will enter in Trust and Indigent Orders will be processed using a bubble sheet.**

What is the file transfer schedule? Every day or Monday-Saturday, etc?) **The transfer will be 7 days a week. The push into the overnight file is designed to be attended by a DOC employee. (Will someone from DOC be responsible for triggering the push of the file 7 days a week?)**

What will be the cutoff time for the file submission to be sent to Keefe? **The cutoff will be 10 pm. The push into the overnight file is designed to be attended by a DOC employee. (Will someone from DOC be responsible for triggering the push of the file each evening at 10 PM?)**



1001 Installation – Prisoner Store Services

**1002 Installation**

**Detailed Work Plan**

Task Name	Duration
<b>Preliminary Training</b>	<b>30 days</b>
Software Overview	25 days
Documentation	0 days
<b>Scope</b>	<b>85 days</b>
Review Vending Card Opportunities	6 days
Review Secure Pak Opportunities	3 days
Review Initial Objectives	13 days
Publish Scope of Work	4 days
Review Scope of Work with DIT	23 days
Revise Scope of Work - DIT Security Document	31 days
<b>Hosted Servers</b>	<b>21 days?</b>
Procurement	8 days
Configuration	8 days?
Testing	6 days
<b>Interfaces</b>	<b>95 days?</b>
<b>Interfaces - Design</b>	<b>73 days?</b>
Commissary Data Exchange	24.5 days?
Kiosk Registration Data Exchange	48 days?
Balance and Last 25 transactions	12 days?
<b>Interfaces - Development</b>	<b>32 days?</b>
Balance and Last 25 Transactions	2.5 days?
Kiosk Registration Data Exchange	3 days?
Commissary Data Exchange	32 days?
<b>Interfaces - Testing</b>	<b>15 days?</b>
Balance and Last 25 Transactions	3 days?
Kiosk Registration Data Exchange	2 days?
Commissary Data Exchange	5 days?
<b>Training and Implementation</b>	<b>42 days?</b>
Setup Product Restrictions	4 days
Setup Users	4 days
Setup Products	10 days
Training Videos for Inmates - Kiosk Use, Scan Form Use	5 days?
Setup User Authorizations	18 days
<b>New Development</b>	<b>38 days?</b>





1001 Installation – Prisoner Store Services

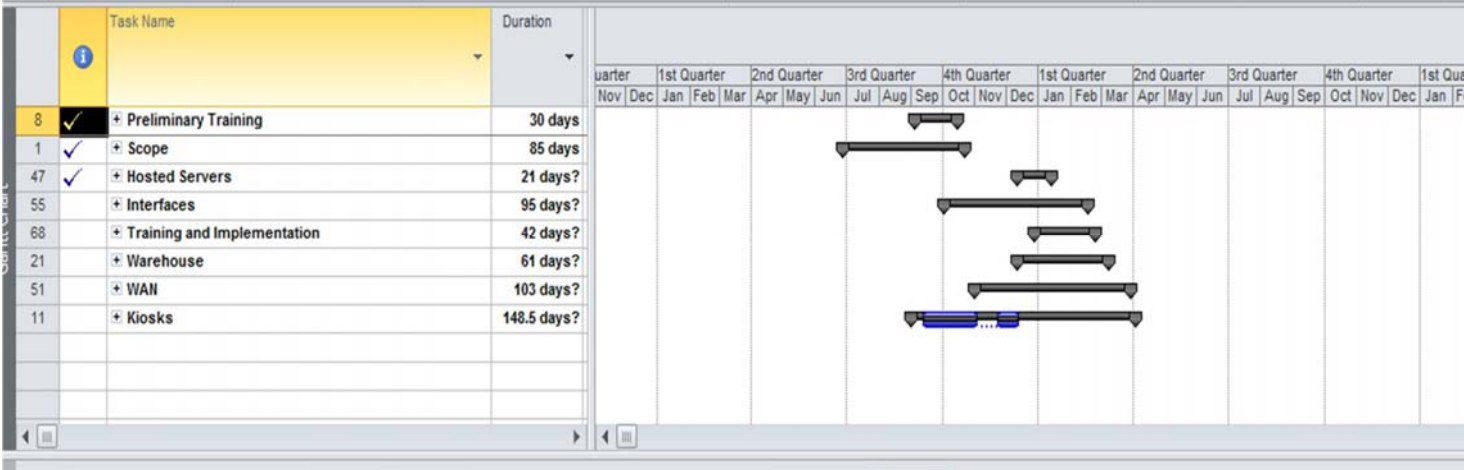
Limit end-user password change at verification	12 days?
Design New Label at Verification Feature	14 days?
Develop New Label at Verification Feature	5 days?
Test end-user password limit at verification	5 days?
Test New Label at Verification Feature	11 days?
Deploy New Label at Verification Feature	6 days?
Training - Online	10 days?
Training - On Premise	5 days
<b>Warehouse</b>	<b>61 days?</b>
Eqp Procurement	34 days
Eqp Configuration	6 days?
Verification Station Furniture	14 days?
Eqp Testing	4 days?
Installation	5 days
<b>Scan Form Development</b>	<b>51 days?</b>
<b>Ad Seg Scan Form</b>	<b>29 days?</b>
Choose Form Template	18 days?
Choose Items to Include	18 days?
Develop Cross-Reference	0.5 days?
Develop Initial Form	3 days?
Test Form with x-ref	4 days?
<b>General Scan Form Alternative</b>	<b>42 days?</b>
Determine Numbering Strategy	20 days?
Choose Form Template	20 days?
Develop Form	5 days
Test Form	3 days
Purchase Supply of Forms	12 days
<b>Indigent Scan Form</b>	<b>46 days?</b>
Choose Form Template	4.67 days?
Choose Items to Include	15 days?
Choose pre-slug item number	15 days?
Develop Initial Form	5 days?
Develop Cross-Reference	4 days?
Test Form with x-ref	24 days?
<b>WAN</b>	<b>103 days?</b>
MPLS - Procurement	31 days?
MPLS - Installation	25 days?
MPLS - Testing	46 days
<b>Kiosks</b>	<b>148.5 days?</b>
Ethernet Cabling Count / Locations	32 days?
Kiosk Procurement	51.2 days?



1001 Installation – Prisoner Store Services

Ship First Group of Kiosks and Switches for Testing	3.5 days?
Kiosk Configuration	11 days?
Switch Procurement	5 days?
Switch Configuration and Installation	15 days?
Fiber Connection to Switches	23 days?
Network and Kiosk Testing	23 days
Ethernet Cabling Installation	46.5 days

High Level Project Plan





1001 Installation – Prisoner Store Services

Functional Issues History (SAMPLE)

Case Type	Sub Type	Case Number	Customer	Subject	Created On
Hardware	Edge Kiosk	CAS-57186-L1K1DC	Mdoc - Ionia Regional Store	Kiosk is Damaged	7/15/2010
Project Management	Follow Up	CAS-75292-0C89L0	Mdoc - Alger Correctional Facility	Follow up to service being done on 7-2011	7/15/2011
Project Management	Follow Up	CAS-75803-WYCN9H	Mdoc - Central Michigan East (mid Michigan)	Follow up to case CAS-75756- for service on MP3 kiosk	7/26/2011
Software	Maintenance Update	CAS-89458-1PJDB9	Huron Valley Correctional Facility	Update Scan Form	3/30/2012
Software	Maintenance Update	CAS-89459-61Z34M	Mdoc - Jackson Regional Store	Update Scan Form	3/30/2012
Software	Edge Kiosk	CAS-91302-Q2D5B8	Mdoc - Thumb Correctional	Reset Kiosk	5/2/2012
Software	Edge Kiosk	CAS-91421-FBYDC8	Mdoc Main	Reset Kiosk	5/3/2012
Software	Edge Kiosk	CAS-91641-PQY69N	Mdoc Main	Needs Kiosk Reset	5/8/2012
Software	Edge Kiosk	CAS-91884-1N1KMZ	Mdoc Main	Macomb Kiosk Down	5/11/2012
Software	Edge Kiosk	CAS-91985-5V0GJY	Mdoc Main	Cursor Does Not Move to the Top of Kiosk Screen	5/14/2012
Software	Commissary / Order Entry	CAS-120213-HT4F2D	Mdoc - Kinross Correctional Facility	Needs Barcode created for two items	7/1/2013



1001 Installation – Prisoner Store Services

**Technical Issues History (Sample)**

Case Type	Sub Type	Case Number	Customer	Subject	Created On
Software	Warehouse Inventory Management	CAS-99294-27X2JT	Mdoc - Parnall Correctional Fac.	Unable to save inventory in Keefe software	9/5/2012
Project Management	In-House	CAS-99471-R1D5L3	Mdoc - Chippewa Correctional	Install additional Music Kiosk	9/7/2012
Software	Database	CAS-103354-CY3Z38	Mdoc - Saginaw Regional Facility	Facility Network Down	11/13/2012
Project Management	In-House	CAS-104899-SHQM0T	Mdoc Main	Remove Music Warden from Facility	12/5/2012
Project Management	Configuration	CAS-111456-RYZ293	Mdoc - Jackson Regional Store	Configure, image, and ship 1 pc to used for a backup/emergency spare onsite	3/6/2013



1001 Installation – Prisoner Store Services

Detailed List of Browser Plug-ins

Name:	Microsoft RDP Client Control (redistributable) - version 7
Publisher:	Microsoft Corporation
Type:	ActiveX Control
Status:	Enabled
Architecture:	32-bit and 64-bit
Version:	6.2.9200.16398
File date:	Thursday, August 23, 2012, 3:13 AM
Date last accessed:	Monday, July 01, 2013, 3:36 PM
Class ID:	{7390F3D8-0439-4C05-91E3-CF5CB290C3D0}
Use count:	7
Block count:	2
File:	mstscax.dll
Folder:	C:\Windows\System32



STATE OF MICHIGAN



*Department or Agency Title of Application*

*Information Technology Project Security Plan  
& Assessment*

Prepared by: Date:

	Initiation &	Requirements	Functional	System	Construction	Testing	Implementation	Operation	Disposal
Lifecycle Stage									

OES USE ONLY			
C	I	A	Total Score



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**1.0 Introduction**

Including security early in the life cycle of a project will usually result in less expensive and more effective security than adding it to an operational system. This document presents a guide for incorporating security into the Systems Engineering Methodology (SEM) of the State Unified Information Technology Environment (SUITE) Model. This document will help agencies select and acquire cost-effective security controls by explaining how to include information system security requirements within the appropriate stages of the SEM.

SEM includes the following stages: Initiation & Planning, Requirements Definition, Functional Design, System Design, Construction, Technical Testing, and Implementation. Each of these stages identifies minimum security needed to effectively incorporate security into a system during its development.

This document serves as documentation of the structured process of planning adequate, cost-effective security protection for a system. This document contains detailed technical information about the system, its security requirements, and the controls implemented to provide protection against its risks and vulnerabilities. This document, at a minimum, is marked, and should be handled and controlled as a sensitive document. This document is submitted to obtain a formal security sign off from the sponsors. The lack of sign-off may prevent the security elements of this project from proceeding to production.

**1.1 Resource Roles and Responsibilities**

*Insert Matrix*

	Keefe	MDOC commissary staff	MDOC maintenance staff	MDOC IT	HeartLand (Debitek)
Procurement					
Hosting Site					
Servers	x				
Server Storage	x				
Data Center Co-Location Services	x				
MDOC on-premise					
Commissary Manager Workstations	x				
Commissary Order Verification Stations	x				
Inmate Housing Unit Kiosks	x				
LAN switches (with fiber connect)	x				
Fiber splitters (when needed) Power	x		x		
Over Ethernet Injectors MPLS	x				
circuits	x				
Security Appliances Category	x				
VI copper cabling Category VI	x		x		
connectors	x		x		
Installation					
Hosting Site	x				
On-Premise					
Kiosk Cabling Switches			x		
	x		x		



	Keefe	MDOC commissary staff	MDOC maintenance staff	MDOC IT	HeartLand (Debitek)
MPLS Circuit Kiosk Installation	x		x		
Manager Workstations Verification Stations	x	x	x		
Interfaces					
Offender Information - kiosk account registration / commissary delivery location	x			x	
Commissary Purchase / Refund posting to Trust	x			x	
Vending Card Valuation Confirmation Code to Commissary Delivery Receipt	x				x
Training					
Administration - Commissary, Kiosk, Warehouse Management	x	x		x	
Inventory Kiosk	x	x			
Commissary	x	x	x		
Pick Slip Printing Order Verification	x	x			
	x	x			

Or

Completed  Form PMM-02, Project Charter

**2.0 Current Status**

*This section documents the current status of the software/project. If the application is new and has never existed before, this section can be skipped.*

The application is new to the MDOC. The application is in use at other correctional agencies.

**3.1 SEM Initiation and Planning Stage**

This is the first stage in the SEM lifecycle of the project. This stage involves the establishment of a need for a new system or enhancements to an existing system, the data that is being collected or handled, and which policies or standards need to be addressed in the design phase. This stage will also classify the data handled by the project based on Federal NIST Guidelines.

**3.1 Purpose**

*This section documents the purpose of the application/project, including the business problem to be solved or reason for changes that need to be made to the current status of the application/project.*

MDOC has engaged Keefe Group to provide commissary order collection and commissary order fulfillment technology to replace manual processes and aging systems respectively. The new system



will allow the establishment of a commissary order by the offender at a touch screen kiosk. This order collection process will replace bubble-scan processing labor. The order fulfillment process includes collection of pending kiosk orders, processing of restrictions against the kiosk order requests, assembling the orders into fulfillment groups, dispatching the orders to a centralized warehouse fulfillment system, processing the orders through 'pick-slip' printing, verification scanning, and finalized delivery receipt. The delivery receipt retains an audit trail of the line by line disposition of the original kiosk request. The fulfillment system includes vendor profiles, purchase ordering, stock management, and menu pricing. These warehouse functions will replace the current related warehouse systems and procedures.

The Keefe Group application is completed and in productions in several other jurisdictions including the states of Pennsylvania, Florida, and Massachusetts. Based on practices within Michigan DOC, Keefe estimates that some fulfillment process changes would be required for deduction of funds from offender trust accounts and for verification and delivery receipting.

**3.2 Laws, Regulations, MDIT and/or Agency Security Policies, Standards and Procedures**

The State of Michigan information is a valuable asset that must be protected from unauthorized disclosure, modification, use, or destruction. Prudent steps must be taken to ensure that its integrity, confidentiality, and availability are not compromised. Laws, regulations, policies, standards and procedures have been developed to provide a secure environment for developing, implementing, and supporting information technology and systems. The system must comply with all applicable laws, both state and federal, and any additional regulations and guidelines established by the agency or MDIT. Below is a list of some of the applicable laws, regulations, policies, standards and procedures many systems must comply with. This is not an all inclusive list and short explanations are supplied in Appendix D:

Identity Theft Protection Act (Senate Bill No. 309), Public Act 566 of 2006, amending Act 452 of 2004

Social Security Number Privacy Act (Senate Bill No. 795, Public Act 454 of Public Acts 2004)

- 1305 SOM Enterprise Information Technology Policy
- 1310.03 Active Directory Password Standard
- 1315.00 Policy for Storage of Sensitive Information on Mobile Devices & Portable Media
- 1315.10 Standard for Electronic Data Encryption
- 1325 Information Technology Security
- Awareness Policy 1335 Information Technology Access Control
- Policy 1340 Information Technology Information Security Policy
- 1345 Information Technology Network and Infrastructure Policy
- 1350.11 Security Operational Guidelines for Servers
- 1350.20 Authorization Access to Data Sources
- 1350.40 Access Control Criteria for Data Sources
- 1350.90 Secure Disposal of Installed & Removable
- Digital Media 1355 Project Management Methodology Policy
- 1360 Systems Engineering Methodology Policy
- 1390 Information Technology Continuity of Business Policy
- 1410.21 Procurement and Usage of State Wireless Devices – Usage of PDAs, Blackberrys, phones, and pagers
- 1420.00 Wireless – Usage and deployment of wireless LANs and equipment.



#### Identity Theft Protection Act

- Identifying Information for Offenders is limited to current identifying information that would be shared from the Offender Management System for the purpose of establishing an Offender kiosk account and delivering commissary to the Offender Housing Location

#### Social Security Number Privacy Act

- The proposed commissary order request and fulfillment system does not require the use of Social Security Numbers

#### SOM Interface Enterprise Information Technology Policy

- Not Applicable

#### Active Directory Password Standard

- Offender Kiosk accounts are not managed through the Active Directory – the Keefe kiosk system manages Offender Kiosk accounts at the application level
- Facility member accounts are not managed through the Active Directory – the Keefe Commissary system manages Facility member accounts at the application level

#### Policy for storage of sensitive information on mobile devices and portable media

- The proposed commissary order request and fulfillment system does not require mobile

#### devices or portable media Information Technology Security Awareness Policy

- Keefe Group is a Centric Group LLC company. Information Security Policies and Standards are developed by Centric Group LLC for all Centric Group companies. Section 1.9 of the attached Centric Group LLC Information Security Policy defines our Security Awareness Program.

#### Information Technology Access Control Policy

- Section 2.7 of the attached Centric Group LLC Information Security Policy defines our Access Control Policy.

#### Information Technology Information Security Policy

- Section 3.3 of the Centric Group LLC Information Security Policy defines our Network Security Policy. This policy is for all Centric Group operations both onsite and at colocation sites and services.

#### Information Technology Network and Infrastructure Policy

- Section 3.3 of the Centric Group LLC Information Security Policy defines our Network Security Policy. This policy is for all Centric Group operations both onsite and at colocation sites and services. Additionally, the attached Centric Group LLC Network Security Standard defines our network and infrastructure standard.

#### Security Operational Guidelines for Servers

- Section 3.3 of the Centric Group LLC Information Security Policy defines our Network Security Policy. This policy is for all Centric Group operations both onsite and at colocation sites and services. Additionally, the attached Centric Group LLC Network Security Standard defines our network and infrastructure standard.

#### Authorization Access to Data Sources

- Access to data sources is on a need only basis and defined in sections 2.1 and 2.7 of the attached Centric Group LLC Information Security Policy.

#### Access Control Criteria for Data Sources

- Access to data sources is on a need only basis and defined in sections 2.1 and 2.7 of the attached Centric Group LLC Information Security Policy.



#### Secure Disposal of Installed and Removable Digital Media

- The attached Centric Group LLC Media Destruction Standards and Procedures document describes our data media destruction procedures.

#### Project Management Methodology Policy

- Project Management
  - KCN Project Managers conduct more than 40 technology transitions per year for customers in the corrections industry. These transitions range from Inmate Banking migrations to Commissary Inventory change-outs to kiosk installations and related financial, messaging, and media applications. Project Analysts build the project plan with the customer according to the specifications of the solicitation and finalized contract. Project Analysts draw upon KCN internal resources for procurement, configuration, data migration, custom interface development, training, and installation. Project timelines and milestones are reviewed with the customer at minimum on a weekly basis for change management and escalation when required.
  - **Summary of Principles of Keefe Group Methodology**
    - **Use of Local, Regional, Central, and Partner Resources**
    - **Teaming with Agency Staff**
    - **Creation of Project Milestones by Technology Type**
    - **Ongoing Review at Service and Engineering Levels**
    - **Accountability / Escalation to General Manager Level**
- Implementation
  - KCN supplies on-site implementation specialists as part of its transition team. Implementation specialists are KCN internal resources with particular expertise in the technologies required for the transition. Implementation specialists may also communicate through on-line meetings for demonstrations and/or training as needed prior to the actual on-site training and implementation dates. On-site commitments include pre-training, assistance with configuration of specified applications, 'shadow' support during first week of use, post-implementation review and resolution plan for open issues if needed.
- Administrative and Operational Support
  - Project Analysts and Implementation Specialists work directly with the Administrative and Operational staff to define support requirements for technologies deployed. Administrative authorizations for software feature access are assigned during the implementation planning and prior to on-site configuration of required technology products.
- Highly Secure Production Environment
  - The KCN technology solutions provided for this solicitation include components that are hosted from KCN facilities and available to FACILITY DOC users via web browsers through SSL encrypted communications. Inasmuch as inmates, facility staff and inmate family members will interact with various aspects of the solution, KCN provides a segregated and encrypted approach to the interactions between systems components and their users. Secure technologies include:
    - Communications from FACILITY DOC to KCN Central services limited to outbound only SSL connections to centrally managed web services.
    - Over 100 authorizable functions within the banking/commissary/kiosk management suite assignable to both users and workstations
- Migration from Current Systems
  - Given its history of providing technologies in the correctional commissary outsourcing marketplace, KCN has gained wide experience in migrating prior data as part of the transition and implementation process in both banking and commissary applications.
    - Banking
      - The method we recommend is to load closing balances of all inmate and special funds accounts into the KCN Active Banking system and to load



line by line transaction history in the banking archive. We then construct a browser-based inquiry into the archived financial history. This method segregates past history to prevent any voiding or other adjustments, while preserving history for future inquiries and/or audits.

- Commissary
  - The method we recommend for commissary migration includes accepting prior line by line purchase history into an archive that can also be accessed through a web browser report format. Typically we associate the commissary purchase history with the transaction that debited the inmate account for the commissary purchase and link from the purchase transaction to the history. Of course other reporting is available given that the history is provided by SCDC for KCN to import into its DB2 database platform.
- Interfaces to Remaining and Future Systems
  - KCN has proven history in constructing both file-based interfaces and real-time interfaces to partner systems. Our preferred interface architecture is based on Web Services using SOAP / XML messaging. This provides a single trusted authentication source to the database using encrypted communications when required. KCN engineers can provide the analysis, design, Windows Services Definition Language and sample web forms typically required for a web services interface.
- Provisioning and Deployment of Equipment
  - In reference to this solicitation, KCN is providing software, hardware, project management, implementation, and support services.
- Training
- Initial training on inmate banking, commissary and kiosk software administration can be estimated along functional lines.
- Staff primarily responsible for intake and release, including initial deposits, initial charges, cash and check withdrawals at closeout and cash drawer balancing should plan on 4 - 6 hours of training per staff member not to exceed six members per training session
- Staff responsible for commissary order entry, restrictions management, refunds, etc should also plan on 4 - 6 hours of training per staff members not to exceed six members per training session.
- Staff responsible for fiscal management, including reconciling cash drawers, bank deposits, General Journal entries, and fiscal reporting including the Inmate Control Account, Bank Reconciliation, Collected Recoverable distributions, payments to vendors, welfare fund, City and/or County service groups should plan on a full day of training following a four hour pre-planning session to establish financial profiles and restrictions prior to general staff training. These sessions also should not exceed six members per session.
- Documentation output from the training sessions will include customized procedure guides to be included in three forms: on-line as 'RoboHelp Info' books, browser accessible as local web-sites, and in paperback bound format. These guides become materials for ongoing training in the event of staff turnover during the length of the contract.
- Ongoing Support
  - KCN provides five levels of support. All support staff are employees of KCN.
- Contact Services
  - first line of contact for service requests via phone or e-mail
- Escalation Services
  - resolution of complex helpdesk service requirements. Contact Services escalate more complex service requirements to a higher level of complexity and urgency
- Data Center Services
  - operation and control of corporate computer systems relating to the customer
- Project Services



- planning and implementation of software, hardware and network deployments at customer sites

#### Systems Engineering Methodology Policy

- Engineering and Development Services
  - specification and development of hardware / software solutions for correctional commissary environments. Engagement at this level requires KCN corporate review / approval of customer requests sponsored by KCN regional representatives on behalf of the customer.
  - The Engineering Group interacts with senior management to provide specifications for solutions recommended from a variety of feedback resources within and outside of the Keefe Group.

Approved specifications are then prioritized and coded for initial code review. Peer review with senior IT staff enables early code correction as needed prior to unit and volume testing.

- All source code is management through Microsoft Source Safe
- Completed code updates are then submitted to the Systems Engineering staff for comprehensive testing. Test scenarios are built by Systems Engineers and reviewed by Senior IT staff prior to testing.
- Tested code updates are then documented by the Systems Engineer with production advice.

Tested code is then submitted to Data Center staff for production preparation

- Production moves / updates are reviewed with Senior IT staff and business executives to determine the timing and effect of the update. Updates with wide ranging effects may require project management assistance to prepare the customer and/or the customer site. Wide ranging updates also require advanced notification to affected customers and post-production monitoring by Contact Services staff
- Roll back plans are included with each production move recommendation

#### Information Technology Continuity of Business Policy

For hosted Web Server and Database server specified for this project the recovery type is VSphere dynamic failover, the RTO is immediate, and the RPO is to current state

#### Procurement and Usage of State Wireless Devices

This project does not specify the procurement or use of State Wireless Devices

Wireless – Usage and deployment of wireless LANS and equipment



Where a single campus has multiple wiring closets in multiple buildings, this project may use campus fiber to create a single campus LAN with a single backhaul to the hosted kiosk / commissary server site. When a fibers splitters is required\_ Keefe will supply for installation.by MDOC maintenance staff. The fiber connections would be limited to the building-to-building connection. Within each building, the LAN would extend from the wiring closet to each kiosk via copper Ethernet cabling, using power over Ethernet for the kiosk devices.

**3.3 Data classification**

*Does this project collect Social Security Numbers, Drivers License Numbers, Credit Card Numbers, or other potentially sensitive information?*

NO

*Does the hardware supporting this project also support other projects that handle sensitive information?*

NO – the hardware is dedicated to this project

**3.4 System and Information Security Level (Low, Moderate, High)**

The System and Information Security Level Matrix (see Appendix A for guidelines pertaining to data classification) is used to determine the overall security level categorization of your information, application, and the interconnectivity of other systems used by your application. This categorization will determine the appropriate security controls that need to be implemented. Your Security Liaison can assist you.

(This system categorization is based on FIPS Publication 199 and NIST 800-60 ver. 2.0)

Category	Application/Data (Classification of data handled by this project/application)	Systems* (Classification of data handled by other applications that are also installed on this server hardware)	Overall Security Level
Confidentiality			
Integrity			
Availability			

Based on the System and Information Security Level Matrix, the “Overall Security Level” categorization of your application system has been rated a “Enter Overall Security Level rating” level in regards to Confidentiality, Integrity, and Availability risk.

\* This rating is based on the most sensitive information.

**4.1 SEM IT Business/Security Requirements Stage**

The primary goal of this stage is to identify the security requirements for the project. These security requirements become the initial baseline for product design and a reference for determining whether the completed product performs as the system owner requested and expected. All system security requirements, (e.g., software, hardware, performance, functional, infrastructure, etc.) should be evaluated and included in the requirements gathering process.





NIST Special Publication 800-53 was selected as a baseline of minimum security controls to protect the system, information, and apply tailoring guidance as necessary. These detailed security controls are contained in Appendix B of this document.

The required security controls for your application are based on the previous section's Data Classification (Section 3.3)/System and Information Categorization (Section 3.4) "Overall Security Level" (Low, Moderate, High).

1. If your application is determined to be "**Low**", you need only to implement the controls in the Low columns of Appendix B.
2. If your application is determined to be "**Moderate**", you must implement all controls in the Low and Moderate columns of Appendix B.
3. If your application is determined to be "**High**", you must implement all controls in the Low, Moderate, and High columns of Appendix B.

The detailed NIST security controls in Appendix B are rolled together into higher level groups and for speed of documentation these security control groups can be checked off as the project design proceeds through the Functional & System Design Stages (Stage 5 & 6) and the appropriate SUITE SEM templates are completed.

If SEM templates are completed and on file with the project manager, place a check mark in the associated box for that template indicating the documentation for that security group in the DIT-0170 can be obtained from those templates and it need not be duplicated here.

Any control groups not implemented may be flagged as a risk by the Security Liaison in the final Risk Analysis Section (Section 9) and additional controls may be recommended before implementation.

The following list describes the authorizations that may be attributed to a user or a group of users by an authorized administrator

Category	Function	Description
Inmate Add	Access	Allows Access to the Add Inmate
Module Inmate Add	CIN	Allows user to set CIN
Allows user to assign	Restriction Menu for	
Inmate Add	Restrict Menu	
Commissary Inmate Change	Access	Allows Access to the Change Inmate Module
Renumber	Allows user to change the inmate's booking number	Inmate Change
Allows user to change the inmate's permanent		
Inmate Change	CIN number	
Inmate Change	SSN	Allows user to change inmate's Social Security
Number Inmate Change		Name Allows user to change inmate's Name
Inmate Change	Location	Allows user to change inmate's Location
Allows user to change inmate's	Restriction Menu for	
Inmate Change	Restrict Menu Commissary	
Inmate Change	Address	Allows user to change inmate's Address

Category	Function	Description
Inmate	Access	Allows Access to the Inmate Release Module
Officer Management	Access	Allows Access to the Officer Management
Order Entry	Access	Allows Access to the Order Entry Module
Order Entry	Create Order	Allows user to manually create an order
Order Entry	Edit Order	Allows user to edit or delete open orders
Order Entry	Send Order	Allows user to send orders for fulfillment



Category	Function	Description
Order Entry	Refund Order	Allows user to create refunds for orders
AEGCL	AEG-SECUREDEP	Allows user to access Account Event Group SECUREDEP
Order Entry	Scan Orders	Allows user to scan orders
Order Entry	Restrict Menu	Allows user to create or edit Restriction Menus
	Delete Restriction Menu	
Order Entry	Menu	Allows user to delete Restriction Menus
Order Entry	Facility Items	Allows user to work with facility items
AEGCL	AEG-BOOKING	Allows user to access Account Event Group
	Configure Order Entry	
Order Entry	Item 0010	Allows user to configure the Order Entry
Item Refunds	Authorization	User Authority to Refund Item 0010
Station Setup	Edit Profile	Allows user to Edit Existing Station Profile
Station Setup	Create Profile	Allows user to Create New Station Profile
Station Setup	Select Profile	Allows user to Select Station Profile
Station Setup	Take Over Profile	Allows user to Take Over Station Profile
Inmate Add	Create Phone Pin	Allows user to Create Resident Phone Pin
Inmate Change	Edit Phone Pin	Allows user to Edit Resident Phone Pin
AEGCL	AEG-ADMIN	Allows user to access Account Event Group
		Allows user to access Account Event Group
AEGCL	AEG-COMMISSARY	COMMISSARY
Edge Admin	Access Residents	Allows Access to Resident module in Edge
Edge Admin	Access Categories	Allows Access to Categories module in Edge
Edge Admin	Access Items	Allows Access to Items module in Edge Admin.
	Access	Allows Access to Appointments module in Edge
Edge Admin	Appointments	Admin.
	Access	Allows Access to AppointmentTypes module in
Edge Admin	AppointmentTypes	Admin.
Edge Admin	Access Information	Allows Access to Information module in Edge
Edge Admin	Access Specialorder	Allows Access to Specialorder module in Edge
	Access	Allows Access to PhoneRestrictions module in
Edge Admin	PhoneRestrictions	Edge
	Access	Allows Access to KioskMachineDefinitions
Edge Admin	KioskDefinitions	Edge Admin.
Kiosk	GRIEVANCE view	Allow user to view appointments of the category.
Kiosk	GRIEVANCE edit	Allow user to edit appointments of the category.
Kiosk	MEDICAL view	Allow user to view appointments of the MEDICAL category.
Category	Function	Description
Kiosk	MEDICAL edit	Allow user to edit appointments of the MEDICAL category.



Configuration	ActivateStation
Configuration	AddLicense
Configuration	AddOperator
Configuration	AddPOS
Configuration	AddRelay
Configuration	AddStation
Configuration	AddStationGroup
Configuration	AddUser
Configuration	AddUserGroup
Configuration	DeleteLicense
Configuration	DeleteOperator
Configuration	DeletePOS
Configuration	DeleteRelay
Configuration	DeleteStation
Configuration	DeleteStationGroup
Configuration	DeleteUser
Configuration	DeleteUserGroup
Configuration	EditAuthority
Configuration	EditLicense
Configuration	EditOperator
Configuration	EditPOS
Configuration	EditRelay
Configuration	EditStation
Configuration	EditStationGroup
Configuration	EditUser
Configuration	EditUserGroup
Configuration	ViewAuthorities
Configuration	ViewLicenses
Configuration	ViewOperators
Configuration	ViewPOSStations
Configuration	ViewRelays
Configuration	ViewStationGroups
Configuration	ViewStations
Configuration	ViewUserGroups
Configuration	ViewUsers
RemoteAdmin	ActivateBadge
RemoteAdmin	ActivateResident
RemoteAdmin	AddBadge
RemoteAdmin	AddResident
RemoteAdmin	DeactivateBadge
RemoteAdmin	DeactivateResident



Category	Function	Description
RemoteAdmin	DeleteResident	
RemoteAdmin	EditResident	
RemoteAdmin		LockAll
RemoteAdmin	LockFacility	
RemoteAdmin	LockFacility	LockStation
RemoteAdmin	RemoveBadge	
RemoteAdmin		UnlockAll
RemoteAdmin	UnlockFacility	
RemoteAdmin	UnlockStation	
n Verification	Configuration	
Verification		Details
Verification	OutOfStock	
Verification		Verify
Warehouse	AcknowledgePurchaseOrder	
Warehouse	AddPurchaseOrder	
Warehouse	AddRefund	
Warehouse	AddScanProfile	
Warehouse	AddStore	AddTransfer
Warehouse	AddVendor	
Warehouse	AdjustInventory	
Warehouse	CancelPurchaseOrder	
Warehouse	DeleteItem	
Warehouse	DeleteScanProfile	
Warehouse	DeleteStore	
Warehouse	DeleteTransfer	
Warehouse	DeleteVendor	
Warehouse	DeliverTransfer	
Warehouse	EditAdjustReasons	
Warehouse	EditCategories	
Warehouse	EditFacilities	
Warehouse		EditItem
Warehouse	EditPurchaseOrder	
Warehouse	EditResidentReasons	
Warehouse	EditScanProfile	
Warehouse		EditStore
Warehouse	EditTaxcodes	
Warehouse	EditTransfer	EditVendor
Warehouse		MI DOC
Warehouse	PullTransfer	
Warehouse	ReceivePOShipment	
Warehouse	StorePricing	



Category	Function	Description
Warehouse	SubmitPurchaseOrder	
Warehouse	ViewItems	
Warehouse	ViewOrders	
Warehouse	ViewPurchaseOrders	
Warehouse	ViewRefunds	
Warehouse	ViewStores	
Warehouse	ViewTransfers	
Warehouse	ViewVendors	

**5.1 & 6.0 SEM Functional and System Design Stage**

During this stage, the overall structure of the product is defined from a Functional & System viewpoint. The Functional & System design describes the logical system flow, data organization, system inputs and outputs, processing rules, operational characteristics of the product from the user’s point of view and documents that the Security Control Groups have been implemented in the design.

**5.1/6.1 Describe the function of the system/application and the information processed for each server utilized in this project.**

List each server name and then describe how each server will be utilized in the project.

**Server**

The Edge™ Kiosk application server platform is Windows Server 2008 R2 either 32-bit or 64-bit. Configuration of the server includes Internet Information Services (IIS) 7 and dotNET 3. The Edge™ Kiosk database server platform is Windows Server 2008 R2 either 32-bit or 64-bit. Configuration of the server includes IBM DB2 Express C ver 9.4+

Server(s) may be physical or virtual. Tested virtual solutions include VMware Vsphere 4. Microsoft Hyper-V has not been tested as of this writing. The server solution Keefe intends to use for this project would include VMware Vsphere4 virtualization using the following hardware in a co-location hardened data center (either XIOLINK – St. Louis or COLOGIX – Dallas)

Dell PowerEdge R710, Dual Core 2.0 GHz Xeon, 96 GB RAM, 2 x 146 GBHD - rack ESX	2
Dell PowerEdge R210 (rack version of T100), 4GB RAM, Pentium 2.80GHz, 2x250GB HD Management Server	1
Dell Storage Vault with 14 x 300 GB drives	1
Vsphere Management Client	1
Vsphere Host	2
100GB Switch for servers	1

**Hardening**

Server

- Installation in a controlled environment outside of main network traffic
- Use of the Microsoft Security Compliance Manager to accelerate analysis and implementation of server hardening measures
- Installation of the latest service packs and hotfixes from Microsoft.
- Automatic notification of patch availability.
- Set minimum password length.
- Enable Password Complexity.
- Configure event Log Settings.



- Disable anonymous SID/Name translation.
- Do not allow Anonymous Enumeration of SAM accounts
- Do not allow Anonymous Enumeration of SAM accounts and shares.
- Disable the guest account.
- Digitally Encrypt or Sign Secure Channel Data
- Digitally Encrypt Secure Channel Data
- Digitally Sign Secure Channel Data
- Disable the sending of unencrypted password to connect to Third-Party SMB Servers.
- Do not allow Everyone permissions to apply to anonymous users.
- Do not allow any named pipes to be accessed anonymously.
- Restrict anonymous access to Named Pipes and Shares.
- Ensure that no shares can be accessed anonymously.
- Choose "Classic" as the sharing and security model for local accounts.
- Do not store LAN Manager hash values
- Set LAN Manager Authentication level to NTLMv2 only
- Disable or uninstall unused services.
- Disable or delete unused users.
- Configure User Rights to be as secure as possible.
- Ensure all volumes are using the NTFS file system.
- Use the Internet Connection Firewall or other methods to limit connections to the server.
- Configure file system permissions.
- Configure registry permissions.
- Set the system date/time and configure it to synchronize against trusted time servers.
- Install and enable anti-virus software.
- Install and enable anti-spyware software.
- Configure anti-virus software to update daily.
- Configure anti-spyware software to update daily.
- Configure a screen-saver to lock the console's screen automatically if the host is left unattended.
- If the machine is not physically secured against unauthorized tampering, set a BIOS/firmware password to prevent alterations in system startup settings.
- Configure the device boot order to prevent unauthorized booting from alternate media.
- If RDP is utilized, set RDP connection encryption level to high.

#### **A. Data**

The Edge™ Kiosk solution employs IBM DB2 Express C ver 9.4+ for data storage and integrity

##### **Storage**

functions server-side.

SQL integrity is a function of the IBM DB2 platform and the unique Keefe Edge™ database schema custom crafted for this solution. Removal of non-essential IBM DB2 tools and functions during server hardening also contributes to storage security. Physical server hardening measures including limitation of access by attachable media devices further enforce storage integrity at the server levels.

The Ec

##### **Accessibility**

SOAP/XML protocols.

Data a

##### **Recoverability**

Data recoverability is accomplished through backup and/or replication and/or virtualization strategies

- Backup
  - IBM provides an integrated and automated DB2 backup feature that is enabled on all



Keefe Edge™ kiosk implementations. Backups are most typically scheduled in non-peak times and may be complete or incremental. Storage solutions for backups include local, tape, and nightly off-site transmittal to the Keefe Central Data Center

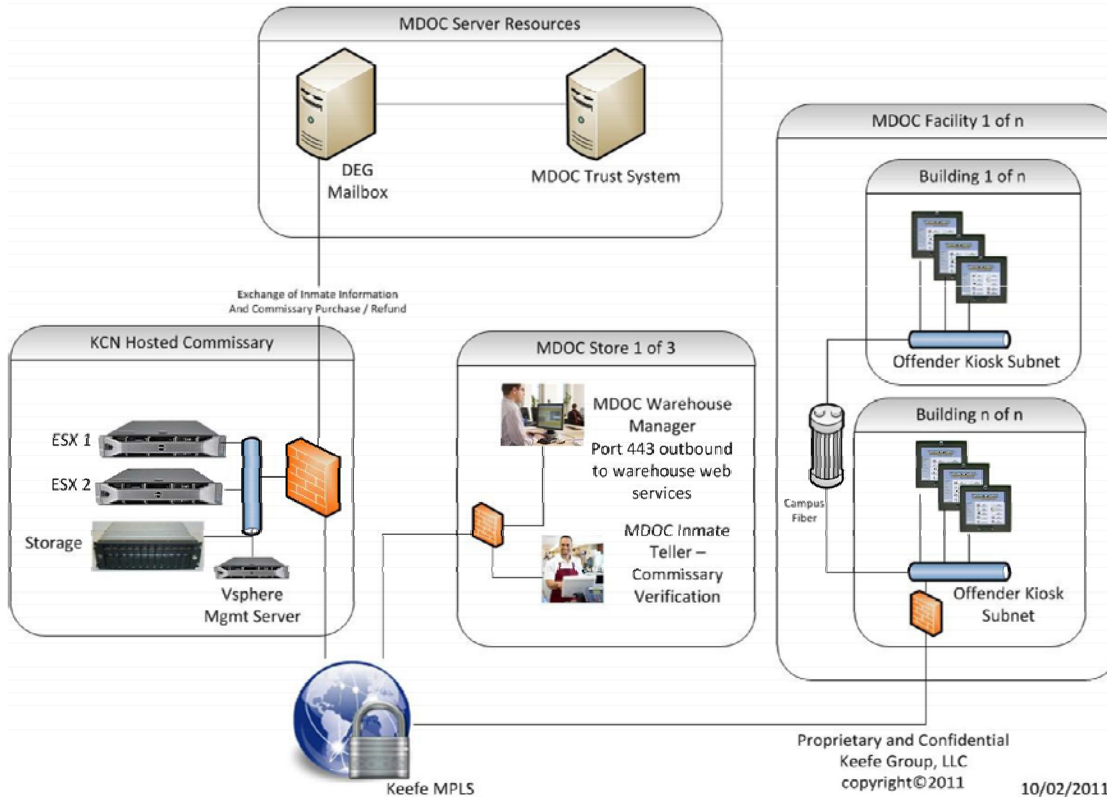
- Replication
  - IBM also provides replication strategies within its UDB and Enterprise product lines if needed for a higher availability implementation
- Virtualization
  - Failover through virtualization is available as a server platform alternative for Keefe Edge™ kiosk implementations. This alternative immediately launches the current server image on a failover ESX host should the primary virtual machine fail
- Clustering
  - Microsoft Server clustering solutions have also been employed at the Database level for Keefe IBM DB2 implementations



I. Following is a step by step workflow for the application described within this document

II. Overview of Network and Functions

MDOC – Keefe Commissary and Kiosk Infrastructure Map



Files from the Keefe Commissary system would be created on a facility by facility basis. The store operator would engage the export process by selecting a location to pre-process kiosk orders. Pre-processing creates line item order detail that can then be forwarded to DEG for approval. Upon notification of DTMB processing, the store operator will accept the line-item approval information into the Keefe system. This process will update the pending order detail to reflect the DTMB approval results. The approved orders may then be dispatched for fulfillment. Expected processing cycle time from exporting pending order detail to receiving DTMB approval results would be xxx minutes/hours??



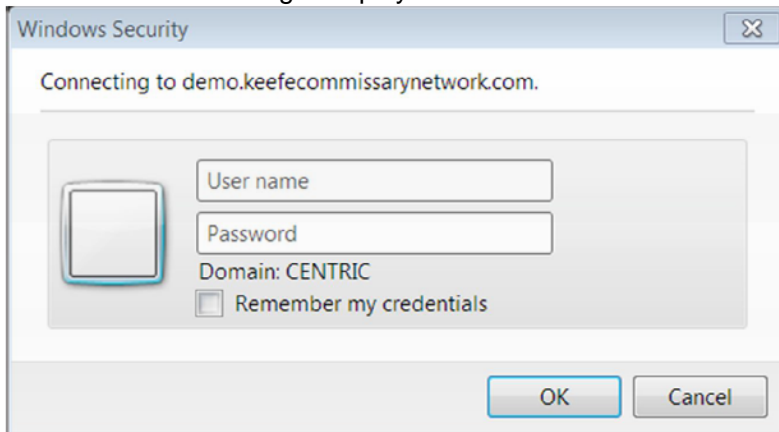


**III. Logging on to the Demo Site.**

To login to the Demo Web Site use the following URL in your browser:

<https://demo.keefecommissarynetwork.com/ts>

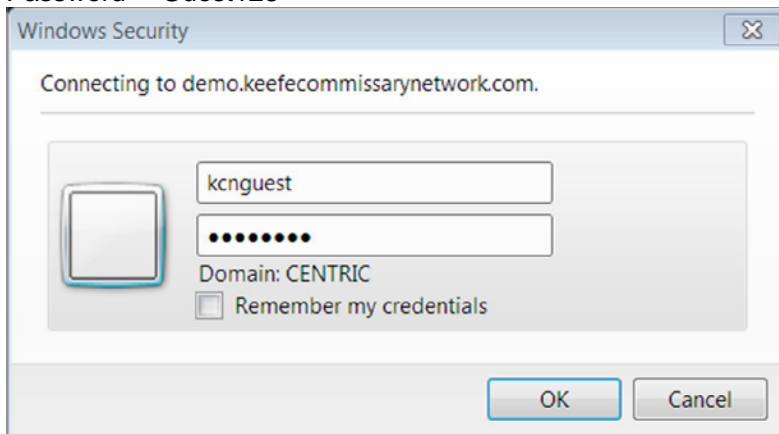
You should see this login display



Login as:

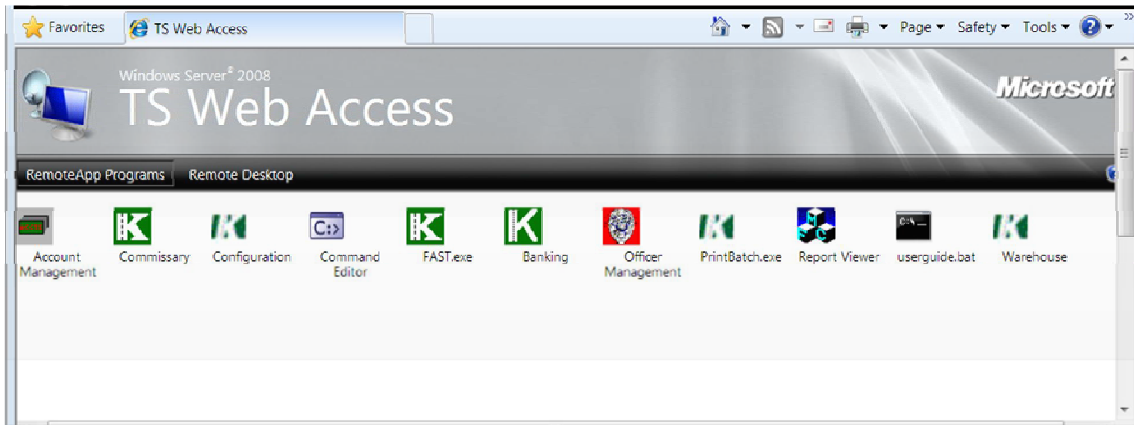
User – kcnguest

Password – Guest123





You will be presented with the following menu:



**IV. Using the Warehouse Management Program**

Start by choosing the Warehouse Management Program

Each time you select a program from the menu you will receive the following prompt

