



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **8**

to

Contract Number **MA200000001938**

CONTRACTOR	KEEFE COMMISSARY NETWORK LLC
	10880 Lin Page Place
	St. Louis MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	CV0051139

STATE	Program Manager	Bernard Scott	MDOC
		517-241-8414	
		ScottB4@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		517-249-0459	
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CONTRACT SUMMARY				
Prisoner Store and Friends and Family Care Packages				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2020	September 30, 2023	3 - 12 Months	September 30, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <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		
\$126,900,000.00	\$0.00	\$126,900,000.00		
DESCRIPTION				
Change Notice #8 revises Schedule B- Product List and Pricing, retroactive to January 1, 2025.				
All other terms, conditions, specifications and pricing remain the same per agreement between the Contractor and MDOC and per the approval of Central Procurement Services.				

Schedule B - Product List and Pricing**Prisoner Store and Friends and Family**

Keefe Item #	Description	Individual Package Size	Current MDOC Price as of 1/2/2025
20024	Crawford 4oz Balsam Protein Shampoo 4oz	4oz	\$0.99
20025	Crawford Balsam/Protien Conditioner	4 oz	\$1.08
80000149	ALBERTO VO5 SHAMPOO EXTRA BODY	12.5 oz	\$2.06
80000150	ALBERTO VO5 CONDITIONER EXTRA BODY	12.5 oz	\$2.06
80003818	NEW WORLD IMPORTS HAIR BRUSH MILITARY STYLE	1 ea	\$1.40
24353	Good Sense Coal Tar Shampoo 8.5oz.	8.5oz	\$4.31
20204	Sulfur 8 7.5oz Shampoo	7.5oz	\$3.42
20200	Sulfur 8 2oz Conditioner	2oz	\$3.42
80009599	CORNER STORE CANDY PEACH RINGS 3 OZ	3 oz	\$2.66
22951	SoftEE Coconut Oil Conditoner 5oz.	5oz.	\$2.11
20377	Murray's 4oz Pomade	4oz.	\$2.19
80008920	SOFTEE CURL ACTIVATOR EXTRA DRY 8 OZ CLEAR JAR	8 oz	\$4.11
20380	Luster Pink Oil Moisturizer 8oz	8oz	\$5.39
80011177	PRO GLO CREME COCOA BUTTER W/ALOE	4 oz	\$1.73
20188	Shampoo	.34 oz	\$0.09
80003258	HTG ALCOHOL FREE HAIR SPRAY	8oz	\$1.94
80008518	Power Up 2.5oz A/P Deodorant Force Clear	2.5oz	\$3.25
80008495	POWER UP ANTIPERSPIRANT DEODORANT BLOOM	2.5 oz	\$2.87
80008519	Power Up 2.5oz Drive Deodorant	2.5oz	\$2.19
24068	LADY SPEED STICK ANTIPERSPIRANT DEODORANT POWDER FRESH INVISIBLE DRY	1.4 oz	\$2.52
21126	Mennen Ultimate Sport 3oz. Gel Deodorant	3oz	\$3.78
20068	Mennen Speed Stick Ultimate Sport Deodorant	3oz	\$3.78
20641	LADY SPEED STICK A/P INVISIBLE DRY SHOWER FRESH	1.4oz	\$2.06
21725	Crawford Regular Stick Deodorant	.5 oz	\$0.43
20816	GOODSENSE ANTACID LIQUID LIKE MYLANTA	12oz	\$3.62
24122	Good Sense Honey Lemon Cough Drops 30ct	30 ct	\$0.94
22377	New Day 13oz Bath/Shower Powder	13oz	\$1.40
26045	Dial Advanced Therapy Lotion 12 oz.	12oz	\$4.04
20028	Creawford Skin Care Lotion	4oz	\$0.62
24967	INFUZED DLY BDY LOTION COCONUT LIME ALOE	15oz	\$3.39
24968	INFUZED COCOA/SHEA BODY LOTION 15 OZ	15oz	\$2.59
20033	Crawford Coca Butter Lotion	4oz	\$0.53
20654	New Day Petroleum Jelly	1.0 oz	\$0.65
80009796	POWER UP LOTION COCOA BUTTER 15 OZ	15 oz	\$2.25
80010373	NOXZEMA ORIGINAL DEEP CEANSONG CREAM WASH 8 OZ	8 oz	\$8.40
80010975	MCKESSON LOTION BENZOYL PEROXIDE ACNE MED 5 PCT 29.5 ML	29.5 ml	\$6.10
24222	Dr. Sheffield's Antifungal Cream	1.25 oz	\$3.25
80005524	Hydrocortisone Cream 1% 1oz.	1oz	\$1.67
24126	Athlete's Foot Cream 1%	.5oz	\$1.26
21762	Medicated Chest Rub	3.53oz.	\$2.47
24725	Muscle Balm 3oz.	3oz	\$2.12
20841	Nature's Glow 4oz Sunscreen Lotion SPF 30	4oz	\$3.88
24905	Freshscent Aftershave	4 oz	\$3.81
24409	Reg. Magic Cream Shave 6oz	6oz	\$5.20
24945	ELEMENTZ BODY WASH SEA ALGAE EXT	15 oz	\$4.45
24943	ELEMENTZ BODY WASH SEA MINERALS	15 oz	\$3.77
20571	Shave Cream Packet	7.5ml / .25oz	\$0.07
80005478	GOODSENSE COLD RELIEF PLUS EFFERVESCENT TABLETS 20CT	20 ct	\$6.49
24936	ELEMENTZ THICKENING SHAMP.ALOE/GINSENG 15 OZ	15oz	\$3.85
24939	ELEMENTZ HYDRATING COND.ALMOND/SHEA 15 OZ	15oz	\$3.21
24942	ELEMENTZ 3N1 TOTAL CARE COCONUT LIME 15 OZ	15oz	\$4.63

24938	ELEMENTZ DANDRUFF SHAMP.ALMOND/SHEA 15 O	15oz	\$4.34
24941	ELEMENTZ FIRM HOLD STYLING GEL ALOE 15 OZ	15oz	\$4.44
80011379	NAIR BODY CRÈME OATMEAL VANILLA 7.9 OZ	7.9 oz	\$5.67
24322	Document File 10X15-Velcro Tab	10X15	\$2.12
21821	Freshscent Deodorant	.12 oz	\$0.10
80000398	Ambi Complex Bar 3.5oz	3.5oz	\$3.01
22096	Next 1 Cocoa Butter Bar Soap 5oz.	5oz	\$0.87
22097	Next 1 5oz Moisturizing Bar Soap	5oz.	\$0.87
22098	Next 1 5oz Anti-Bacterial Sport Bar	5oz.	\$0.87
21594	Freshscent Hand and Body Lotion	ea	\$0.06
21613	Clear Flouride Packet	.15oz	\$0.10
80003065	NEXT 1 SOAP DEODORANT HYPOALLERGENIC 3 oz	3oz	\$0.63
20776	Neutrogena 3.25oz Soap	3.25oz	\$3.85
21487	Irish Springs Deodorant Soap 3.2 oz	3 pk	\$3.02
26256	Floss Threaders	25ct	\$1.95
20272	AMERICAN COMB SOAP DISH HINGED	ea	\$0.45
80007677	COOL WAVE MOUTHWASH ALCOHOL FREE	8oz	\$1.04
80009813	White Rain Conditioner Ocean Mist moisturizing 15 OZ	15oz	\$2.38
80002779	Colgate 4.0oz Great Reg Flavor Toothpaste	4 oz	\$3.03
24806	FRESHMINT TOOTHPASTE SENSITIVE LIKE SENSODYNE 4.3 OZ	4.3 oz	\$1.25
80002783	COLGATE WHITENING TOOTHPASTE BAKING SODA & PEROXIDE 6 OZ FROSTY MINT	6 oz	\$5.25
21640	4" Denture Brush	4"	\$0.39
21017	Cool Wave 4oz. Flouride Toothpaste	4oz	\$1.27
22017	CG SMOOTHERS CONCEALER LIGHT	ea	\$6.61
20459	Freshmint Floride Toothpaste	.85oz	\$0.17
21288	LOOPS FLOSS LOOPS MINT 30 PK	30ea	\$2.43
22019	CG SMOOTHERS CONCEALER MEDIUM	ea	\$6.61
21497	NEW WORLD IMPORTS TOOTHBRUSH ANTISHANK	ea	\$0.18
22963	ALKA SELTZER PLUS PAIN RELIEF PLUS COLD	2pk	\$0.78
21430	Antacid Tablets 450mg 2pk	250ct-2pk	\$0.23
21421	Allergy Tablet - Chlorpheniramine 4mg / Single Pack	1 ea	\$0.10
21822	White Toothbrush Cap	1ea	\$0.20
80003392	MCKESSON IBUPROFEN 200 MG 2 PK	2 PK	\$0.35
80000305	Oraline Ora-Brite Security Toothbrush	1ea	\$0.18
24125	Fresh Mint Denture Cleanser 40ct.	40ct	\$3.04
80008053	DUKAL DENTURE CUP CLEAR	1ea	\$2.37
21428	MCKESSON ASPIRIN 325 MG	2 pk	\$0.32
24526	Acetaminophen 325mg / non-Aspirin Single Pack	1 ea	\$0.10
21807	New Day Aspirin 325mg. 100ct	100ct	\$1.29
21867	Calcium Antacid Tabs Fruit 150ct	150ct	\$3.59
21693	New Day Ibruprofen 200mg 50ct	50ct	\$2.18
80008520	Rolaid's Regular Strength (3pk)	12ct -3pk	\$2.03
80005456	Health A2 Bisacodyl Laxative Tablets 5mg	25ct	\$1.20
80000559	Hemorrhoidal Ointment 2oz.	2oz	\$2.95
80006232	Geiss Good Sense Psyllium Fiber Powder	15 oz	\$8.87
80007168	Stomach Relief 8oz.	8oz	\$2.16
80009094	SUNDANCE VITAMIN D3 1000 IU 25 MCG 100 CT 3EA/PK, 24EA/CS	100ct	\$3.36
21694	Allergy tablet-Chlorpheniramine Maleate(4mg) 24ct.	24ct	\$0.76
80003420	GOODSENSE COUGH DROPS MENTHOL 30 CT BAG	30 ct	\$1.10
80009306	HALLS COUGH DROPS CHERRY	9 ct roll	\$1.40
80008684	SUNDANCE MULTIVITAMIN ONE DAILY ESSENTIALS	60ct	\$2.19
80008954	SUNDANCE MULTIVITAMIN W/ IRON	60ct	\$3.13
20714	GOODSENSE ARTIFICIAL TEARS	.5 oz	\$2.13
20896	PEPCID ACID REDUCER AC MAX STRENGTH 20 MG	8 ct	\$5.21
20329	Heritage 3oz Anti Fungal Powder	3oz	\$2.03
20630	DR SCHOLL CORN REMOVER MEDICATED 36 EA	1 pk	\$3.25
21434	Mediproxen 1ct 220mg	1ct	\$0.25
21953	New Day Cotton Swabs 300ct.	300ct	\$1.54
21596	STAYDENT DENTURE ADHESIVE CREAM 2.4 OZ	2.4 oz	\$4.92

5115501099	Clear Cosmetic Bag	9"X7"X4"	\$4.78
80004166	Doo Rags	1ea	\$2.29
20474	Shower Cap	1ea	\$0.08
20293	Blister Card Nail Clipper	1ea	\$0.55
24583	Bic 2Pk Cristal Pen - Blue	2 Pens	\$1.02
24584	Bic 2Pk Cristal Pen - Black	2 Pens	\$1.02
80008098	GUM Soft Picks	50 ct	\$3.94
80003009	Natural Choice Vitamin E	100ct	\$6.12
80007674	GEN MASCARA MEGA PROTEIN	.27 oz	\$1.92
80008444	BUTTERFINGER CANDY BAR FUN SIZE 10.2 OZ	10.2 oz	\$8.92
29072	Greeting Cards	1 Card	\$1.12
80010106	ISLAND BRAND ENVELOPE # 10	ea	\$0.10
20239	Envelope 3 5/8" x 6 1/2" non metered	3 5/8" x 6 1/2"	\$0.10
80010071	QUALITY PARK ENVELOPE SELF SEAL BROWN KRAFT 10 X 15	ea	\$0.64
20256	Small Address Book	1ea	\$0.97
80008663	BOARDROOM PAPER 50 CT PAD 8.5 X 11	1-50sheet pad	\$1.73
80009091	GEN CARBON PAPER	30ct	\$6.23
21299	JUSTICE PACKAGING PEN SECURITY BLACK	ea	\$0.50
24573	#2 Pencil w/Eraser	1ea	\$0.24
22901	Large Hard Covered Photo Album (24 pages)	1ea	\$2.62
80000977	WALLACE PACKAGING SPORK MEDIUM WEIGHT PROPYLENE - Each	1 ea	\$0.08
80010125	SKITTLES DRINK MIX TROPICAL VARIETY 30 CT	30 ct	\$8.50
21676	Ion3 AAA Batteries alkaline	4/pk	\$2.99
21675	ION3 BATTERIES AA ALK 4/PK	4/pk	\$2.85
20118	Panasonic 2pk D Batteries	2pk	\$4.40
80008460	Three-A Playing Cards	1-52card deck	\$1.08
80011025	SCOTTS CANDY BAR DARK CHOC SEA SALT CARAMEL 2.2OZ	ea	\$1.75
5077401099	Koss KE5K Earbud / Stealth Black	1ea	\$6.43
5029801099	GRAINGER EAR PLUGS NO CORD GREEN	2 pK	\$0.20
20215	Aviator Pinochle Cards	1-52card deck	\$2.22
80011041	SCOTTS CANDY BAR CHOC ALMOND 2.2OZ	ea	\$1.75
20524	Double Six Dominoes	1 game	\$2.87
20522	Pressman Toy Chess set w/ Board	1 game	\$6.61
24506	U S SAFETY TWEEZERS PLASTIC 4 IN	ea	\$0.78
20281	Acrylic Mirror w/o Magnet	1ea	\$1.66
20501	Sewing Kit w/o scissors	1 kit	\$1.79
24150	Crawford 1.6Qt Bowl	1.6qt	\$2.45
80002100	Coffee Cup w/handle 12oz.	12oz.	\$0.79
80006145	22oz Plastic Tumbler with Lid	22oz	\$0.43
80010453	MASCOTT CANDY PEANUT CRUNCH BAR 1.65 OZ	1.65 oz	\$1.24
8273001099	GEN MOUTH GUARD CLEAR	ea	\$3.75
24338	GOODSENSE NAPROXEN TABLETS 220 MG LIKE ALEVE	50 ct	\$4.39
80007056	GOOD SENSE INSOLES DOUBLE COMFORT	pr	\$4.16
80000503	COVER GIRL MASCARA LASH BLAST CLUMP CRUSHER BROWN WOMENS	ea	\$6.94
80010130	RIGHT CHOICE TOILET TISSUE 2 PLY 500 SHEETS PER ROLL	roll	\$0.82
20265	Shower Shoes Tan Saddle Syle (Medium)	1ea	\$3.12
80011028	SCOTTS CANDY BAR PECANBACKS 2.2OZ	ea	\$1.75
80009871	TOAST EMS TOASTER PASTRIES STRAWBERRY 10.2 OZ	10.2 oz	\$2.97
7024	Keefe 3oz Decaf Colombian Coffee	3oz	\$5.83
7022	Keefe 3oz 100% Freeze Dried Colombian Coffee	3oz	\$7.54
26	PARAMOUNT CREAMER NON-DAIRY	8oz	\$1.81
416	Keefe Tea Bags 48ct.	3.75oz box	\$2.21
3701	Brushy Creek French Vanilla Cappuccino 8oz	8oz	\$2.20
10596	Paramount Farms French Vanilla Non-Dairy Creamer	6.75oz	\$2.34
10963	Folgers 4oz Resealable	4 oz	\$11.03
80011026	MASCOTT PEANUT BUTTER CUPS 5 OZ	5 oz	\$3.47
80009870	TOAST EMS TOASTER PASTRIES BROWN SUGAR CINNAMON 10.2 OZ	10.2 oz	\$2.97
6566	Instant Dry Milk	10 oz	\$3.59
80001146	SWISS MISS HOT COCOA W/MARSHMALLOWS .73 OZ 6/BX	bx	\$3.00

428	Bigelow 6 Assorted Tea Bags 18 count	18 count	\$3.96
80003592	New Leaf Health Shake (Chocolate)	2 oz	\$2.67
80003593	New Leaf Health Shake (Vanilla) 2oz	2 oz	\$2.67
6685	KNORR RICE MIX CHEDDAR BROCCOLI 5.7 OZ 12/CS POUCH	5.7 oz	\$2.89
7495	Swiss Miss Hot Chocolate 9 oz	9 oz.	\$1.80
80008626	RAP SNACKS GUMBO RAMEN MASTER P CREAMY CHICKEN 2.25	2.25 oz	\$2.50
10243	Keefe Coffee Alturo Blend 3oz.	3oz	\$5.38
80005364	Minute Rice	8 oz	\$1.55
7036	Country Time Lemonade 12oz.	12oz	\$2.44
7030	Keefe Orange Breakfast Drink Mix 12oz.	12oz	\$2.52
7033	Kool Aid Tropical Punch Mix 12oz	12oz	\$2.21
892	SWEET FUSIONS TEA W/LEMON 19 OZ	19oz	\$4.08
80002092	Shelf Stable Beef Goulash in plastic 12 oz 12 per case	12 oz	\$11.37
80010778	GOODY BLACK PONYTAILER ELASTIC 4 MM 15/PK	15pk	\$2.60
80001723	BRUSHY CREEK SUMMER SAUSAGE SALAMI	5 oz	\$2.09
80000226	VO53 IN 1 OCEAN SURGE 12.5 OZ MENS	12.5 oz	\$2.64
80008055	RIKAYAH BODY SPRAY RAINEYS SECRET	2 oz	\$4.33
80008056	GOOD SENSE LIP BALM SPF 45 TROPICAL BLEND BLISTER CARD	.15 oz	\$1.32
80008112	HAWAIIAN PUNCHDRINK MIX POLAR BLAST .88 OZ 8/BX	8 BX	\$2.18
80009093	SUNDANCE VITAMIN C 500 MG PLUS RH 90 CT 3EA/PK, 24EA/CS	90 ct	\$2.68
10911	Made with Philly Cream Cheese w/ Jalapenos	2oz	\$0.69
80001724	Brushy Creek Honey Brown Sugar Turkey Stick	5oz.	\$2.14
8321911014	CHARM TEX SHOWER SHOE PVC SZ - 11/12 XL ORANGE MENS	1ea	\$4.75
4935	Velveeta Macaroni and Cheese 3oz.	3oz	\$1.33
4938	Velveeta Spicy Cheesy Rice 2oz	2oz	\$0.74
4941	VELVEETA BEANS & RICE SPICY CHEESY	4 oz	\$1.60
8201313024	CHARM TEX SHOWER SHOE PVC SZ - 13/14 2XL ORANGE MENS	pr	\$4.75
8321915014	CHARM TEX SHOWER SHOE PVC SZ 15/16 3XL ORANGE MENS	pr	\$4.75
80007114	Dutchess Chocolate Denette Sleeve	6 ct	\$1.73
80007072	COLONA SEASONED SALT	4.75 oz	\$1.71
80005739	Duchess Cinnamon Roll 4 oz	4oz.	\$1.12
10525	RUFFLES POTATO CHIPS CHEDDAR & SOUR CREAM 5.5 OZ	5.5 oz	\$3.88
10354	DORITOS TORTILLA CHIPS COOL RANCH	8 oz	\$2.79
80008999	ULTRA FIT NUTRITIONAL PROTIEEN BAR CHOCOLATE PEANUT BUTTER CRUNCH	2.30OZ	\$2.45
80009822	PURE VIA SWEETENER GREEN 1 GM 40/BX	40 BX	\$3.46
5414	Macaroons 6.5 oz 12 per case-re-sealable plastic pouch	6.5 oz	\$9.50
6076	Market Square Bakery Duplex Creme Cookies 14 oz	14oz	\$3.08
6079	Market Square Bakery Chocolate Creme Cookies 14 oz	14oz	\$3.00
5114	THE WHOLE SHABANG POTATO CHIPS ORIGINAL 6 OZ	6 OZ	\$2.00
6077	Market Square Bakery Peanut Butter Creme Cookies 14 oz	14oz	\$2.88
6071	MARKET SQUARE COOKIES ICED OATMEAL 6 OZ 46/CS CLEAR PLASTIC BAG	6 oz	\$1.73
80009303	MARKET SQUARE COOKIES VANILLA WAFERS 12 OZ	12 oz	\$2.59
10251	Market Square Bakery Lemon Creme Cookies 14 oz	14oz	\$3.82
80010981	BAKE CITY CHOCOLATE CHIP COOKIES 2.5OZ	2.5 oz	\$0.78
80008218	KELLOGGS GRAHAM CRACKERS ORIGINAL 15 OZ	15 oz	\$6.00
7914	Golden Valley Saltines 16oz.	16oz	\$2.41
80009547	KELLOGGS CRACKERS CLUB 12.5 OZ	12.5 oz	\$7.26
9590	Cheez- It Crackers 1.5 oz	1.5 oz	\$1.13
80007535	Gamesa Cracker sleeve	3.45 oz	\$1.02
80011086	Mason Naturals Glucosamine Complex w/MSM 90/CT	90 ct	\$14.00
80011114	FREESTYLE HAIR COMB 7 IN 12/CS	1 ea	\$0.15
80007342	AUSTIN SANDWICH CRACKERS TOASTED PB 8/BX, PLASTIC WRAPPED W/BOX	8 BX	\$1.24
80007341	Austin Cheese-Peanut Butter Crackers 1.38 oz.	1.38 oz	\$0.91
80010619	CHICKEN OF THE SEA PINK SALMON MAPLE SMOKEHOUSE 3 OZ	3 oz	\$2.75
80011089	QUAKER INST OATMEAL ORIGINAL 9.8 OZ 10EA/BX	10 pk	\$3.40
6053	MARKET SQUARE SNACK CAKE OATMEAL & CRÈME	16 oz	\$4.26
80008178	NUTRIGRAIN CEREAL BAR STRAWBERRY 1.3 OZ 96/CS	1.3 oz	\$0.64
80009328	Market Square Honey Bun Iced	4.75 OZ	\$1.29
828	DELMONTE MIXED FRUIT IN SYRUP 4 OZ 4/PK	4 pk	\$5.92

2381	KELLOGGS RICE KRISPIE ORIGINAL	1.3 oz	\$1.09
6055	MARKET SQUARE CAKE SWISS ROLL 12 OZ 6/BX	6 ct	\$3.50
6052	Market Square Bakery Peanut Butter Wafers 2pk 12 oz 6/BX	12oz	\$3.98
10362	GOLDEN VALLEY CEREAL BERRIES BUNCH O KRUNCH 20 OZ	20 oz	\$6.50
10360	GOLDEN VALLEY CEREAL CINNAMON SQUARES	20 oz	\$5.99
10361	Golden Valley Cereal Frosted Flakes 20oz	20oz	\$5.03
80010803	MARKET SQUARE HONEY BUN MAPLE ICED 5 OZ	5 oz	\$1.98
80008179	Kellogg's Nutri-Grain Cereal Bar Blueberry, 1.3 oz.	1.3 oz	\$0.64
80001722	Brushy Creek Hot Summer Sausage	5 oz	\$1.91
7905	BRIDGFORD PEPPERONI SLICED 3.5 OZ	3.5 oz	\$2.50
80001716	Brushy Creek Hot Summer Sausage Made with Beef and Chicken	1.625oz	\$0.71
80001720	Brushy Creek Orginal Summer Sausage	5oz.	\$2.04
80006299	MARUCHAN YAKISOBA BBQ 4.12 OZ	4.12 oz	\$1.69
80007119	DUCHESS DONUTS POWEDERED SUGAR GEMS 3 OZ 72/CS SLEEVE 6 CT	3 oz	\$1.73
80008034	WYLLERS ISLAND PUNCH DRINK MIX SF RADICAL LEMON BERRY 10/BX	10 ct	\$2.18
80008352	MAXWELL HOUSE COFFEE SELECT ROAST 8 OZ 18/CS	8 oz	\$11.10
21831	Ultra Whey Protein 1lb.	16oz	\$14.71
22982	Loratidine 10mg Allergy Medicine 10ct. Pk	10ct	\$1.70
80009857	GOODSENSE COUGH DROPS SF HONEY LEMON 25 CT	25 ct	\$1.85
21692	New Day Acetaminophen (325mg) 100ct	100ct	\$2.23
6905	COMBOS PEPPERONI PIZZA 6.3 OZ	6.3 oz	\$6.20
80008871	MICHIGAN STAMPED ENVELOPE #10, White 4 1/8 x 9 1/2 - Legal-metered, 1 oz	4 1/8" x 9 1/2"	\$0.79
20268	Shower Shoes Tan Saddle Syle (Small)	1ea	\$3.12
20266	Shower Shoes Tan Saddle Syle (Large)	1ea	\$3.12
20267	Shower Shoes Tan Saddle Syle (X-Large)	1ea	\$3.12
20269	Shower Shoes Tan Saddle Syle (XX-Large)	1ea	\$3.12
72149	2pk Earplugs	2pk	\$0.20
22685	Typing paper (500ct)	500ct.	\$5.81
80008745	PURE KICK SF HYDRATION DRINK MIX STRAWBERRY WATERMELON .106 OZ 6ct box	6 ct	\$2.15
80006632	Mars Snickers nonupc	1.86 oz	\$1.82
80009556	ATKINSON CANDY CHICK-O-STICK 1.6 OZ	1.6 oz	\$1.45
80009600	CORNER STORE CANDY SOUR WATERMELON SLICES 3 OZ	3 oz	\$1.77
80006636	SKITTLES CANDY ORIGINAL	2.17 oz	\$1.82
9732	MARS M&M PEANUT 5.3 OZ 12/CS BAG	5.3 oz	\$3.96
9733	MARS M&M PLAIN 5.3 OZ 12/CS BAG	5.3 oz	\$3.96
80008108	CORNER STORE CANDY BUTTERSCOTCH DISCS 4.25 OZ 48/CS BAG	4.25 oz	\$1.47
40609	CORNER STORE CANDY LEMON DROPS 4.25 OZ	4.25 oz	\$1.86
80010153	HERSHEY CANDY STRAWBERRY TWISTS 7 OZ	7 oz	\$5.72
40601	E.Z. Digby's Jolly Ranchers 3.7oz.	3.7oz	\$0.90
80008041	CORNER STORE CANDY STARLIGHT MINTS	3.75oz	\$0.95
40607	SATHERS CANDY SOUR FRUIT BALLS	4.25 oz	\$1.54
40677	Sathers All-Star Assorted Candies 3.75oz.	3.75oz	\$1.12
40629	Sather's Vanilla Caramels	3 oz	\$1.35
80005555	CORNER STORE CANDY GUMMI BEARS 4 OZ 60/CS BAG	4 oz	\$1.85
80005556	CORNER STORE CANDY NEON WORMS 4 OZ 60/CS BAG	4 oz	\$1.76
80007022	Chapstick Blist Card	.15oz	\$1.55
10365	GOLDEN VALLEY CEREAL FRUIT ROLL 20 OZ	20 oz	\$6.89
80003387	KIWI SHOE LACES FLAT ATHLETIC White	1 pair -36"	\$0.96
80008623	PURE KICK SF DRINK MIX HYDRATION CITRUS .106 OZ 6ct box	6 ct	\$2.15
80000016	WHITE RAIN SHAMPOO APPLE BLOSSOM 15 OZ	15oz	\$2.38
80006147	WHIRLEY INDUSTRIES MUG THERMAL	22 oz	\$2.34
80010982	Sevilla Sazon Con Culantro Y Achiote	1.5 oz	\$1.97
80003166	KEEFE COFFEE 100% COLOMBIAN 5 OZ 24/CS	5 oz	\$7.25
80008592	LIBBYS PEAS AND CARROTS 4 OZ 4EA/PK, 24EA/CS PLASTIC CUP	4 pk	\$4.69
80011070	LUCKY JELLY GRAPE 1 OZ 10/BAG	10-1oz packets	\$2.32
80008618	LIBBYS VEGETABLES SWEET PEAS 4 OZ 4EA/PK, 24EA/CS PLASTIC CUP	4 pk	\$4.69
80008925	LIBBYS VEGETABLE CUT GREEN BEANS 4 OZ 4EA/PK, 6PK/CS CUP	4 pk	\$4.69
80006851	CLOVERHILL CHEESE DANISH BLUEBERRY 4.25 OZ	4.25 oz	\$1.32
80006850	Cloverhill Strawberry Cheese Danish	4.25oz.	\$1.32

80008965	5” Flexible hair pik	ea	\$0.36
80009432	MELINDAS WING SAUCE SPICY GARLIC PARMESAN 12 OZ	12 oz	\$6.00
80010112	QUALITY PARK ENVELOPE JUMBO CATALOG KRAFT 15 X 20 BROWN	15x20	\$1.32
8169101004	Soft Eyeglass Case	1ea	\$2.51
21347	12 Month Calendar(each month is one 8.5 X 11 page)	1ea	\$1.80
80004785	Shelf Stable Beef Stuffed Cabbage in plastic 12 oz 12 per case	12 oz	\$10.18
10358	CHICKEN OF THE SEA SARDINES LA HOT SAUCE 3.53 OZ	3.53 oz	\$1.50
5172801099	Clear Earbud with 6' Cord	1ea	\$5.40
80000969	COOKS SPORK CO-POLYMER 400/CS TAN	1ea	\$0.32
10914	SWEET BABY RAYS BBQ SAUCE ORIGINAL 1.5 OZ 60/CS POUCH	1.5 oz	\$1.11
747	CRYSTAL LIGHT SF DRINK MIX SUNRISE 30/BX	30 ct	\$8.00
80002883	MASON VITAMIN PROBIOTIC VEGGIE CAPS	40 ct	\$12.08
80009462	Oscar Meyer Bacon Precooked	2.25 OZ	\$6.20
80001639	OVAEASY EGG CRYSTALS 2 OZ	2 oz	\$5.81
3954	Clear Plastic ID Holder	1ea	\$1.00
80009326	Benefiber Fiber Supplement on the Go	1ea	\$0.71
24316	Dandruff Shampoo	.25oz	\$0.10
80001688	Sun Down FISH OIL 100 ct	100 ct	\$7.30
20545	GOODSENSE COUGH DROPS CHERRY RESEALABLE BAG 30 CT	30 ct	\$1.09
80008268	WET N WILD EYELINER MEGA LAST RETRACTABLE DARK BROWN	3pk	\$2.46
80008267	WET N WILD EYELINER MEGA RETRACTABLE BLACK	ea	\$2.46
80009047	DIANE PUMICE SPONGE LARGE	ea	\$2.31
20224	Bic Pen-10pk - Blue	1-10ct pk	\$2.62
20225	Bic Pen-10pk - Black	1-10ct pk	\$2.62
80008033	WYLER'S ISLAND PUNCH BLUE OCEAN BREEZE 10CT	10 ct	\$2.02
80001101	BREEZE LIPSTICK	ea	\$1.11
18	MARUCHAN RAMEN CAJUN CHICKEN	3 oz	\$0.52
1328	Maruchan Roast Beef Ramen Noodle Soup	3oz	\$0.52
1327	Maruchan Roast Chicken Ramen Noodle Soup	3oz	\$0.52
80008625	RAP SNACKS RAMEN NOODLES E40 BEEF PRIME RIB PREMIUM 2.25 OZ	2.25 oz	\$2.50
5378	MOON LODGE MICROWAVE POPCORN KETTLE CORN	2.8 OZ	\$0.49
10	Maruchan Ramen Chili 3 oz	3 oz	\$0.52
4	Instant Lunch Hot California Vegetable Coup of Soup	2.25oz.	\$0.90
9	Maruchan Beef Ramen Soup	3oz	\$0.52
7525	Keefe Kitchens 6.5oz Brown Rice	6.5oz	\$1.55
80008646	TACO BELL TACO DINNER KIT CRUNCHY & SOFT 12.77 OZ	12.77 oz	\$7.00
7239	MIDAMAR BEEF SUMMER SAUSAGE HALAL	5 oz	\$2.98
6644	CHICKEN LOW SODIUM RAMEN 3OZ 24/CS	3oz	\$0.52
6646	CHILI LOW SODIUM RAMEN 3OZ 24/CS	3oz	\$0.52
80003393	THE WHOLE SHABANG POTATO CHIPS EXTREME KETTLE COOKED	6 oz	\$1.86
5115	MOON LODGE POTATO CHIPS RIPPLE	6 oz	\$1.82
7673	Shelf Stable Chicken and Matzah Ball Soup in plastic 12 oz 12 per case	12 oz	\$10.18
80000891	MARUCHAN VEGETABLE RAMEN HOT & SPICY LOW SODIUM	3 oz	\$0.52
5110	Moon Lodge Stuffed Jalapeno Chips	6oz	\$2.39
6108	SNYDERS PRETZELS BUFFALO WING PIECES 2.25 OZ	2.25 oz	\$1.73
5139	Moon Lodge Pretzels 11oz.	11oz	\$2.32
7996	Cactus Annie's 11oz. Cheese Crunchy	11oz	\$2.88
80004780	TAKIS ROLLED CORN CHIPS FUEGO 3.25 OZ	3.25 oz	\$5.00
80009198	HEREFORD SHREDDED BEEF 7 oz	7 oz	\$5.40
5113	Moon Lodge Sour Cream and Onion 6oz Chip	6oz	\$1.82
80000894	Moon Lodge Buffalo Wing Blue Cheese Potato Chips 6oz.	6oz	\$1.82
10514	Doritos Nacho Cheese 8oz	8OZ	\$2.84
7683	CHEETOS CHEESE CRUNCHY 9 OZ	9 oz	\$3.80
80010070	CACTUS ANNIES CORN CHIPS ORIGNAL 13 OZ	13 oz	\$2.37
80010157	COLONNA SEASONING RANCH 3.5 OZ	3.5 oz	\$2.50
5112	MOON LODGE POTATO CHIPS BBQ	6 oz	\$2.38
80010068	CACTUS ANNIES CORN CHIPS HOT 12 OZ	12 oz	\$2.56
1710	Brushy Creek Chili No Beans 11.25oz.	11.25oz	\$4.67
1711	Brushy Creek Chili with Beans 11.25oz.	11.25oz	\$3.84

1712	Brushy Creek Hot Chili with Beans 11.25oz	11.25oz	\$3.76
1715	Brushy Creek 11.25 Beef Stew	11.25oz	\$2.71
4385	Fresh Catch Mackerel Fillets 3.53oz.	3.53oz	\$2.39
4386	FRESH CATCH SARDINES HOT TOMATO SAUCE	3.53 oz	\$1.93
80002590	ZAASCHILLA CHIPOTLE SAUCE 9.35 OZ	9.35 oz	\$3.47
4394	Fresh Catch Fish Steaks In Spicy Mustard Sauce 3.53oz.	3.53oz	\$1.24
5696	FRESH CATCH YELLOWFIN TUNA STEAK SPICY THAI CHILI SAUCE 3.53 OZ	3.53 oz	\$2.75
4391	FRESH CATCH SALMON FLAKES IN WATER	3.53 oz	\$1.92
5360	Brushy Creek Premium Chicken Breast 4.5oz.	4.5oz	\$4.89
80008572	HEREFORD BEEF TACO FILLING 6 OZ	6 oz	\$5.00
7687	Cheetos Flamin' Hot Crunchies 8 oz.	8 oz	\$2.77
5375	Moon Lodge Extra Butter Popcorn microwave	2.8oz	\$0.60
80005365	DORITOS TORTILLA CHIPS SPICY SWEET CHILI	7.5 oz	\$3.32
80003352	KING NUT CASHEWS ROASTED & SALTED	2.5 oz	\$2.29
80003371	King Nut Health Mix	3.25oz	\$1.65
80003356	King Nut Sunflower Kernels 3.25oz	3.25oz	\$1.26
80003351	King Nut Honey Roasted Peanuts 2.5oz	2.5oz	\$0.94
80003373	King Nut Dried Fruit Tropical Blend 4 oz	4oz.	\$1.43
80006283	MOON LODGE POPCORN JALAPENO CHEDDAR	5 oz	\$2.10
80006670	GARDETTOS SNACK MIX ORIGINAL 2.5 OZ	2.5 oz	\$2.25
80003408	King Nut Mixed Nut with Peanuts 10oz	10oz	\$4.49
80005605	Pampa BBQ Sauce Original	18 oz	\$2.46
80011069	SALAD FRESH MAYONNAISE 9 GR 10/BAG	10 per bag	\$1.65
80011072	SALAD FRESH MUSTARD 4.5 GR 10/BAG	10/bag	\$1.84
80011073	LUCKY FRESH KETCHUP 9 GR 10/BAG	10/bag	\$1.53
80007067	COLONA GARLIC POWDER	2.5 oz	\$1.69
2587	Brushy Creek Pasta Sauce 4oz.	4oz	\$0.88
80008893	TRAILS BEST BEEF STICK BEEF & CHEESE 1 oz	1 oz	\$0.96
7992	Cactus Annie's 9.5oz. Hot Cheese Crunchy	9.5oz	\$2.77
902	Cactus Annie's Whole Enchilada Party Mix	11oz	\$3.11
80011067	SALAD FRESH CONDIMENT HONEY 9G	ea	\$0.19
648	Squeezum's Strawberry Jelly 10pk	10-1oz packets	\$2.64
9366	QUAKER GRANOLA BAR CHOC CHIP .84 oz EACH	1 ea	\$0.91
80010780	Keefe Creamy Peanut Butter 18oz	18oz	\$4.16
80010781	Keefe Chunky Peanut Butter 18oz	18oz	\$4.16
4535	Kraft Ranch Dressing Packet	1.5oz.	\$0.95
175	CITY COW CHEESE BAR CHEDDAR 4 OZ WRAPPED CLEAR	4 oz	\$4.00
178	CITY COW CHEESE BAR HOT PEPPER 4 OZ WRAPPED CLEAR	4 oz	\$4.00
80007075	RISPARMIO CHEESE GRATED ITALIAN BLEND 3 OZ 12/CS PLASTIC BOTTLE	3 oz	\$3.08
80010865	EVERYDAY SALT SHAKER 4 OZ ALMOND	4oz	\$0.97
80010853	EVERYDAY PEPPER SHAKER 1.5 OZ	1.5oz.	\$1.36
383	VAN HOLTEN PICKLE HOT PICKLE 9.6 OZ	9.6 oz	\$1.20
381	VAN HOLTEN PICKLE MILD DILL 9.6 OZ 12/CS POUCH CLEAR	9.6 oz	\$1.25
382	VAN HOLTEN PICKLE KOSHER ZESTY GARLIC 9.6 OZ	9.6 oz	\$1.19
10044	RALSTON OATMEAL VARIETY 13.5 OZ 10/BX	10 pk	\$3.85
355	CACTUS ANNIES JALAPENO PEPPERS SLICED W/ BRINE 12 OZ	12oz	\$3.28
93	TOKYO DINER SOY SAUCE	6 oz	\$2.04
90	Keefe Louisiana Hot Sauce, 6 oz. plastic bottle	6 oz	\$1.50
80010827	KRAFT CHEESE MOZZARELLA SNACK SPREAD 4 OZ	4oz	\$1.50
3732	KEEFE KITCHENS MAYONNAISE REGULAR	18 oz	\$7.82
80009376	GEN PROTEIN POWDER VEGETABLE 16 OZ	16 oz	\$24.37
80009442	Turmeric Curcumin Complex	60 ct	\$6.30
5070	Cactus Annie's 8oz ct. Plain Four Tortillas	8oz	\$2.20
7550	Moon Lodge Salted Peanuts 1.75oz	1.75oz	\$0.57
7551	Moon Lodge Hot Peanuts 1.75oz	1.75oz	\$0.62
80000495	Golden Valley Plain Bagel	4oz	\$0.78
80000496	Golden Valley Cinnamon Raisin Bagel	4oz	\$0.79
80010482	NUEVO LEON TORTILLAS WHITE CORN 7.5 OZ 10 CT	7.5 oz	\$2.30
3092	THAI PALACE NOODLES CHILI 3.7 OZ 24/CS WRAPPED CLEAR	3.7 oz	\$1.65

5119	ML Hot Hot Hot BBQ	6 oz	\$1.77
9783	Sevilla Refried Beans 8oz	8 oz	\$1.63
5939	Sevilla Chili Flavored Refried Beans/ Rice 4.4oz.	4.4 oz	\$1.09
4397	Fresh Catch Fish Steaks in Louisiana Hot Sauce 3.53oz.	3.53 oz	\$1.24
3718	BRUSHY CREEK SWEET CORN WHOLE KERNEL IN WATER	7 oz	\$1.83
4317	Fresh Catch Chunk Light Tuna 4.23 oz.	4.23 oz	\$4.83
80003608	BRUSHY CREEK PREMIUM CHUNK WHITE CHICKEN 7 OZ 12/CS	7 oz	\$5.38
5016901099	9' Extension Cord	1ea	\$2.92
5079501099	Mini Adapter Headphone Jack	1ea	\$1.67
5082901099	6' Headphone Cord	1ea	\$2.41
80006956	CLASSIC COOKIE CHOC CHIP W/ HERSHEY KISSES 3 OZ	3 oz	\$2.63
80009543	MADE WITH KRAFT CHEESE SNACK SHARP CHEDDAR 4 OZ CUP	4 oz	\$1.12
80009544	MADE WITH KRAFT CHEESE SNACK JALAPENO 4 OZ CUP	4 oz	\$1.12
80002308	TACO BELL SEASONING ORIGINAL 1 OZ	1 oz	\$1.24
2781	JACK LINKS BEEF & CHEESE STICK JALAPENO SIZZLED 1.2 OZ	1.2 oz	\$2.25
80008581	JACK LINKS CHICKEN TENDER BITES SWEET BBQ 1 OZ	1 oz	\$2.25
80009782	Blue Magic Coconut Oil Conditioner 12oz	12 oz	\$4.38
80009612	MCKEE FOODS FIELDSTONE BAKERY SNACK CAKE OATMEAL CREME PIE 1.34 OZ EA	1 ea	\$0.36
80001444	MCKEE FOODS FIELDSTONE BAKERY BROWNIE FUDGE 2.15 OZ EA	1 ea	\$0.58
80010107	CLOVERHILL HONEY BUN CHOC ICED 4 OZ	4 oz	\$1.98
5020801001	Terry Cloth Headband	1ea	\$1.38
80011124	MCKESSON VAGINAL ANTIFUNGAL CREAM MICONAZOLE 7	1.59 oz	\$8.16
80011128	MCKESSON MEDI FIRSTPAIN RELIEF PREMENSTRAL 2 CT	2 pk	\$0.48
80011499	SUMMERS EVE DOUCHE VINEGAR & WATER 2/BX	2/BX	\$6.00
80008644	Safe&Soft Regular Aborbency Tampons 20/Bx	20 ct	\$9.19
21065	PREFERENCE MAXI PAD REGULAR	24 ct	\$1.82
80000022	Charm-Tex Panty Liners 22 liners per bag, 24 bags per case	22ct	\$1.95
80010081	PREFERENCE MAXI PAD SUPER 22 CT WOMENS	22 ct	\$2.25
80004841	TAMPAX TAMPONS SUPER ABSORBENCY UNSCENTED 40 CT	40 ct	\$7.50



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 7

to

Contract Number MA200000001938

CONTRACTOR	KEEFE COMMISSARY NETWORK LLC
	10880 Lin Page Place
	St. Louis MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	CV0051139

STATE	Program Manager	Bernard Scott	MDOC
		517-241-8414	
		ScottB4@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		5172490459	
		HiltzV@michigan.gov	

CONTRACT SUMMARY							
Prisoner Store and Friends and Family Care Packages							
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE				
October 1, 2020	September 30, 2023	3 - 12 Months	September 30, 2025				
PAYMENT TERMS		DELIVERY TIMEFRAME					
Net 45		N/A					
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING				
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <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					
\$126,900,000.00	\$0.00	\$126,900,000.00					
DESCRIPTION							
Effective retroactively to July 19, 2024, this contract is updating the pricing as reflected in the revised Schedule B- Pricing as attached.							
All other terms, conditions, specifications and pricing remain the same, per Contractor and Agency agreement and DTMB Central Procurement Services approval.							

Schedule B - Product List and Pricing

Keefe Item #	Description	Individual Package Size	Current MDOC Price as of 7/19/2024
20024	Crawford 4oz Balsam Protein Shampoo 4oz	4oz	\$0.99
20025	Crawford Balsam/Protien Conditioner	4 oz	\$1.08
80000149	ALBERTO VO5 SHAMPOO EXTRA BODY	12.5 oz	\$2.06
80000150	ALBERTO VO5 CONDITIONER EXTRA BODY	12.5 oz	\$2.06
80003818	NEW WORLD IMPORTS HAIR BRUSH MILITARY STYLE	1 ea	\$1.40
24353	Good Sense Coal Tar Shampoo 8.5oz.	8.5oz	\$4.31
20204	Sulfur 8 7.5oz Shampoo	7.5oz	\$3.39
20200	Sulfur 8 2oz Conditioner	2oz	\$3.39
80009599	CORNER STORE CANDY PEACH RINGS 3 OZ	3 oz	\$2.66
22951	SoftEE Coconut Oil Conditoner 5oz.	5oz.	\$2.11
20377	Murray's 4oz Pomade	4oz.	\$2.19
80008920	SOFTEE CURL ACTIVATOR EXTRA DRY 8 OZ CLEAR JAR	8 oz	\$4.11
20380	Luster Pink Oil Moisturizer 8oz	8oz	\$5.39
20510	PRO GLO CREME COCOA BUTTER W/ALOE	4 oz	\$1.73
20188	Shampoo	.34 oz	\$0.09
80003258	HTG ALCOHOL FREE HAIR SPRAY	8oz	\$1.94
80008518	Power Up 2.5oz A/P Deodorant Force Clear	2.5oz	\$3.25
80008495	POWER UP ANTIPERSPIRANT DEODORANT BLOOM	2.5 oz	\$2.87
80008519	Power Up 2.5oz Drive Deodorant	2.5oz	\$2.19
24068	LADY SPEED STICK ANTIPERSPIRANT DEODORANT POWDER FRESH INVISIBLE DRY	1.4 oz	\$2.52
21126	Mennen Ultimate Sport 3oz. Gel Deodorant	3oz	\$3.78
20068	Mennen Speed Stick Ultimate Sport Deodorant	3oz	\$3.78
20641	LADY SPEED STICK A/P INVISIBLE DRY SHOWER FRESH	1.4oz	\$2.06
21725	Crawford Regular Stick Deodorant	.5 oz	\$0.43
20816	GOODSENSE ANTACID LIQUID LIKE MYLANTA	12oz	\$3.62
24122	Good Sense Honey Lemon Cough Drops 30ct	30 ct	\$0.94
22377	New Day 13oz Bath/Shower Powder	13oz	\$1.40
26045	Dial Advanced Therapy Lotion 12 oz.	12oz	\$4.04
20028	Crawford Skin Care Lotion	4oz	\$0.62
24967	INFUZED DLY BDY LOTION COCONUT LIME ALOE	15oz	\$3.39
24968	INFUZED COCOA/SHEA BODY LOTION 15 OZ	15oz	\$2.59
20033	Crawford Coca Butter Lotion	4oz	\$0.53
20654	New Day Petroleum Jelly	1.0 oz	\$0.65
80010373	NOXZEMA ORIGINAL DEEP CEANSONG CREAM WASH 8 OZ	8 oz	\$8.40
24222	Dr. Sheffield's Antifungal Cream	1.25 oz	\$3.25
80005524	Hydrocortisone Cream 1% 1oz.	1oz	\$1.67
24126	Athlete's Foot Cream 1%	.5oz	\$1.26
21762	Medicated Chest Rub	3.53oz.	\$2.47
24725	Muscle Balm 3oz.	3oz	\$2.12
20841	Nature's Glow 4oz Sunscreen Lotion SPF 30	4oz	\$3.88
24905	Freshscent Aftershave	4 oz	\$3.81
24409	Reg. Magic Cream Shave 6oz	6oz	\$5.20
24945	ELEMENTZ BODY WASH SEA ALGAE EXT	15 oz	\$4.45
24943	ELEMENTZ BODY WASH SEA MINERALS	15 oz	\$3.77
20571	Shave Cream Packet	7.5ml / .25oz	\$0.07
80005478	GOODSENSE COLD RELIEF PLUS EFFERVESCENT TABLETS 20CT	20 ct	\$6.49
24936	ELEMENTZ THICKENING SHAMP.ALOE/GINSENG 15 OZ	15oz	\$3.85
24939	ELEMENTZ HYDRATING COND.ALMOND/SHEA 15 OZ	15oz	\$3.21
24942	ELEMENTZ 3N1 TOTAL CARE COCONUT LIME 15 OZ	15oz	\$4.63
24938	ELEMENTZ DANDRUFF SHAMP.ALMOND/SHEA 15 O	15oz	\$4.34
24941	ELEMENTZ FIRM HOLD STYLING GEL ALOE 15 OZ	15oz	\$4.44
22761	NAIR HAIR REMOVER BABY OIL 9 OZ	9 oz	\$5.67
24322	Document File 10X15-Velcro Tab	10X15	\$2.12

21821	Freshscent Deodorant	.12 oz	\$0.10
80000398	Ambi Complex Bar 3.5oz	3.5oz	\$3.01
22096	Next 1 Cocoa Butter Bar Soap 5oz.	5oz	\$0.82
22097	Next 1 5oz Moisturizing Bar Soap	5oz.	\$0.82
22098	Next 1 5oz Anti-Bacterial Sport Bar	5oz.	\$0.82
21594	Freshscent Hand and Body Lotion	ea	\$0.06
21613	Clear Flouride Packlet	.15oz	\$0.10
80003065	NEXT 1 SOAP DEODORANT HYPOALLERGENIC 3 oz	3oz	\$0.61
20776	Neutrogena 3.25oz Soap	3.25oz	\$3.85
21487	Irish Springs Deodorant Soap 3.2 oz	3 pk	\$3.02
26256	Floss Threaders	25ct	\$1.95
20272	AMERICAN COMB SOAP DISH HINGED	ea	\$0.45
80007677	COOL WAVE MOUTHWASH ALCOHOL FREE	8oz	\$1.04
80009813	White Rain Conditioner Ocean Mist moisturizing 15 OZ	15oz	\$2.38
80002779	Colgate 4.0oz Great Reg Flavor Toothpaste	4 oz	\$3.03
80002783	COLGATE WHITENING TOOTHPASTE BAKING SODA & PEROXIDE 6 OZ FROSTY MINT	6 oz	\$5.25
21640	4" Denture Brush	4"	\$0.39
21017	Cool Wave 4oz. Flouride Toothpaste	4oz	\$1.27
22017	CG SMOOTHERS CONCEALER LIGHT	ea	\$6.61
20459	Freshmint Floride Toothpaste	.85oz	\$0.17
21288	LOOPS FLOSS LOOPS MINT 30 PK	30ea	\$2.43
22019	CG SMOOTHERS CONCEALER MEDIUM	ea	\$6.61
21497	NEW WORLD IMPORTS TOOTHBRUSH ANTISHANK	ea	\$0.18
22963	ALKA SELTZER PLUS PAIN RELIEF PLUS COLD	2pk	\$0.78
21430	Antacid Tablets 450mg 2pk	250ct-2pk	\$0.23
21421	Allergy Tablet - Chlorpheniramine 4mg / Single Pack	1 ea	\$0.10
21822	White Toothbrush Cap	1ea	\$0.20
80000305	Oraline Ora-Brite Security Toothbrush	1ea	\$0.18
24125	Fresh Mint Denture Cleanser 40ct.	40ct	\$3.04
80008044	Orafix Denture Bath	1ea	\$2.37
24526	Acetaminophen 325mg / non-Aspirin Single Pack	1 ea	\$0.10
21807	New Day Aspirin 325mg. 100ct	100ct	\$1.14
21428	MCKESSON ASPIRIN 325 MG	2 pk	\$0.32
21867	Calcium Antacid Tabs Fruit 150ct	150ct	\$3.59
21693	New Day Ibruprofen 200mg 50ct	50ct	\$2.18
80008520	Roloids Regular Strength (3pk)	12ct -3pk	\$2.03
80005456	Health A2 Bisacodyl Laxative Tablets 5mg	25ct	\$1.20
80000559	Hemorrhoidal Ointment 2oz.	2oz	\$2.95
80006232	Geiss Good Sense Psyllium Fiber Powder	15 oz	\$7.97
80007168	Stomach Relief 8oz.	8oz	\$2.16
21694	Allergy tablet-Chlorpheniramine Maleate(4mg) 24ct.	24ct	\$0.76
80003420	GOODSENSE COUGH DROPS MENTHOL 30 CT BAG	30 ct	\$1.10
80009306	HALLS COUGH DROPS CHERRY	9 ct roll	\$1.40
80009094	SUNDANCE VITAMIN D3 1000 IU 25 MCG 100 CT 3EA/PK, 24EA/CS	100ct	\$3.36
80008684	SUNDANCE MULTIVITAMIN ONE DAILY ESSENTIALS	60ct	\$2.19
20714	GOODSENSE ARTIFICIAL TEARS	.5 oz	\$2.13
20896	PEPCID ACID REDUCER AC MAX STRENGTH 20 MG	8 ct	\$5.21
20329	Heritage 3oz Anti Fungal Powder	3oz	\$2.03
21434	Mediproxen 1ct 220mg	1ct	\$0.25
21953	New Day Cotton Swabs 300ct.	300ct	\$1.54
21596	STAYDENT DENTURE ADHESIVE CREAM 2.4 OZ	2.4 oz	\$4.92
5115501099	Clear Cosmetic Bag	9"X7"X4"	\$4.78
80004166	Doo Rags	1ea	\$2.29
20474	Shower Cap	1ea	\$0.08
20293	Blister Card Nail Clipper	1ea	\$0.55
24583	Bic 2Pk Cristal Pen - Blue	2 Pens	\$1.02
24584	Bic 2Pk Cristal Pen - Black	2 Pens	\$1.02
80008098	GUM Soft Picks	50 ct	\$3.94

80008954	SUNDANCE MULTIVITAMIN W/ IRON	60ct	\$3.13
80007674	GEN MASCARA MEGA PROTEIN	.27 oz	\$1.92
80008444	BUTTERFINGER CANDY BAR FUN SIZE 10.2 OZ	10.2 oz	\$8.92
29072	Greeting Cards	1 Card	\$1.12
80010106	ISLAND BRAND ENVELOPE # 10	ea	\$0.10
20239	Envelope 3 5/8" x 6 1/2" non metered	3 5/8" x 6 1/2"	\$0.10
80010071	QUALITY PARK ENVELOPE SELF SEAL BROWN KRAFT 10 X 15	ea	\$0.64
20256	Small Address Book	1ea	\$0.85
80008663	BOARDROOM PAPER 50 CT PAD 8.5 X 11	1-50sheet pad	\$1.67
80009091	GEN CARBON PAPER	30ct	\$6.23
24573	#2 Pencil w/Eraser	1ea	\$0.24
22901	Large Hard Covered Photo Album (24 pages)	1ea	\$2.62
80000977	WALLACE PACKAGING SPORK MEDIUM WEIGHT PROPYLENE - Each	1 ea	\$0.08
21676	Ion3 AAA Batteries alkaline	4/pk	\$2.99
21675	ION3 BATTERIES AA ALK 4/PK	4/pk	\$2.85
20118	Panasonic 2pk D Batteries	2pk	\$4.40
80008460	Three-A Playing Cards	1-52card deck	\$1.08
5077401099	Koss KE5K Earbud / Stealth Black	1ea	\$6.43
5029801099	GRAINGER EAR PLUGS NO CORD GREEN	2 pK	\$0.20
20215	Aviator Pinochle Cards	1-52card deck	\$2.22
20524	Double Six Dominoes	1 game	\$2.87
20522	Pressman Toy Chess set w/ Board	1 game	\$6.61
20281	Acrylic Mirror w/o Magnet	1ea	\$1.66
20501	Sewing Kit w/o scissors	1 kit	\$1.79
24150	Crawford 1.6Qt Bowl	1.6qt	\$2.45
80002100	Coffee Cup w/handle 12oz.	12oz.	\$0.79
80006145	22oz Plastic Tumbler with Lid	22oz	\$0.43
8273001099	GEN MOUTH GUARD CLEAR	ea	\$3.75
24338	GOODSENSE NAPROXEN TABLETS 220 MG LIKE ALEVE	50 ct	\$4.39
80007056	GOOD SENSE INSOLES DOUBLE COMFORT	pr	\$4.16
80000503	COVER GIRL MASCARA LASH BLAST CLUMP CRUSHER BROWN WOMENS	ea	\$5.87
80010130	RIGHT CHOICE TOILET TISSUE 2 PLY 500 SHEETS PER ROLL	roll	\$0.82
20265	Shower Shoes Tan Saddle Syle (Medium)	1ea	\$3.12
7024	Keefe 3oz Decaf Colombian Coffee	3oz	\$5.25
7022	Keefe 3oz 100% Freeze Dried Colombian Coffee	3oz	\$6.90
26	PARAMOUNT CREAMER NON-DAIRY	8oz	\$1.81
416	Keefe Tea Bags 48ct.	3.75oz box	\$2.21
3701	Brushy Creek French Vanilla Cappuccino 8oz	8oz	\$2.20
10596	Paramount Farms French Vanilla Non-Dairy Creamer	6.75oz	\$2.34
10963	Folgers 4oz Resealable	4 oz	\$9.57
6566	Instant Dry Milk	10 oz	\$3.59
7037	Keefe 10oz Hot Cocoa w/marshmallows	10oz	\$2.61
428	Bigelow 6 Assorted Tea Bags 18 count	18 count	\$3.96
80003592	New Leaf Health Shake (Chocolate)	2 oz	\$2.64
80003593	New Leaf Health Shake (Vanilla) 2oz	2 oz	\$2.64
6685	KNORR RICE MIX CHEDDAR BROCCOLI 5.7 OZ 12/CS POUCH	5.7 oz	\$2.89
7495	Swiss Miss Hot Chocolate 9 oz	9 oz.	\$1.80
10243	Keefe Coffee Alturo Blend 3oz.	3oz	\$5.38
80005364	Minute Rice	8 oz	\$1.55
7036	Country Time Lemonade 12oz.	12oz	\$2.44
7030	Keefe Orange Breakfast Drink Mix 12oz.	12oz	\$2.52
7033	Kool Aid Tropical Punch Mix 12oz	12oz	\$2.21
892	SWEET FUSIONS TEA W/LEMON 19 OZ	19oz	\$4.08
80002092	Shelf Stable Beef Goulash in plastic 12 oz 12 per case	12 oz	\$11.37
80001723	BRUSHY CREEK SUMMER SAUSAGE SALAMI	5 oz	\$2.09
80000226	VO53 IN 1 OCEAN SURGE 12.5 OZ MENS	12.5 oz	\$2.64
80008055	RIKAYAH BODY SPRAY RAINEYS SECRET	2 oz	\$4.33
80008056	GOOD SENSE LIP BALM SPF 45 TROPICAL BLEND BLISTER CARD	.15 oz	\$1.32

80008112	HAWAIIAN PUNCHDRINK MIX POLAR BLAST .88 OZ 8/BX	8 BX	\$2.18
80009475	CRUSH DRINK STICKS SF TROPICAL VARIETY PACK 30 CT	30 ct	\$8.92
80003009	Natural Choice Vitamin E	100ct	\$6.12
80009093	SUNDANCE VITAMIN C 500 MG PLUS RH 90 CT 3EA/PK, 24EA/CS	90 ct	\$2.68
10911	Made with Philly Cream Cheese w/ Jalapenos	2oz	\$0.69
80001724	Brushy Creek Honey Brown Sugar Turkey Stick	5oz.	\$2.14
4935	Velveeta Macaroni and Cheese 3oz.	3oz	\$1.33
4938	Velveeta Spicy Cheesy Rice 2oz	2oz	\$0.74
4941	VELVEETA BEANS & RICE SPICY CHEESY	4 oz	\$1.60
8201313024	CHARM TEX SHOWER SHOE PVC SZ - 13/14 2XL ORANGE MENS	pr	\$4.75
8321915014	CHARM TEX SHOWER SHOE PVC SZ 15/16 3XL ORANGE MENS	pr	\$4.75
80007114	Dutchess Chocolate Denette Sleeve	6 ct	\$1.66
80007072	COLONA SEASONED SALT	4.75 oz	\$1.71
80005739	Duchess Cinnamon Roll 4 oz	4oz.	\$1.08
10525	RUFFLES POTATO CHIPS CHEDDAR & SOUR CREAM 5.5 OZ	5.5 oz	\$3.80
10354	DORITOS TORTILLA CHIPS COOL RANCH	8 oz	\$2.74
80008999	ULTRA FIT NUTRITIONAL PROTIEN BAR CHOCOLATE PEANUT BUTTER CRUNCH	2.30OZ	\$2.45
5414	Macaroons 6.5 oz 12 per case-re-sealable plastic pouch	6.5 oz	\$9.50
6076	Market Square Bakery Duplex Creme Cookies 14 oz	14oz	\$3.08
6079	Market Square Bakery Chocolate Creme Cookies 14 oz	14oz	\$3.00
80008042	DORITOS TORTILLA CHIPS FLAMIN HOT 7.5 OZ 8/CS BAG CLEAR WINDOW	7.5 oz	\$3.41
6077	Market Square Bakery Peanut Butter Creme Cookies 14 oz	14oz	\$2.88
6071	MARKET SQUARE COOKIES ICED OATMEAL 6 OZ 46/CS CLEAR PLASTIC BAG	6 oz	\$1.73
80009303	MARKET SQUARE COOKIES VANILLA WAFERS 12 OZ	12 oz	\$2.59
10251	Market Square Bakery Lemon Creme Cookies 14 oz	14oz	\$3.82
7914	Golden Valley Saltines 16oz.	16oz	\$2.41
80009547	KELLOGGS CRACKERS CLUB 12.5 OZ	12.5 oz	\$7.26
9590	Cheez- It Crackers 1.5 oz	1.5 oz	\$1.13
80007535	Gamesa Cracker sleeve	3.45 oz	\$1.02
80007341	Austin Cheese-Peanut Butter Crackers 1.38 oz.	1.38 oz	\$0.91
6053	MARKET SQUARE SNACK CAKE OATMEAL & CRÈME	16 oz	\$4.26
80008178	NUTRIGRAIN CEREAL BAR STRAWBERRY 1.3 OZ 96/CS	1.3 oz	\$0.64
80009328	Market Square Honey Bun Iced	4.75 OZ	\$1.24
828	DELMONTE MIXED FRUIT IN SYRUP 4 OZ 4/PK	4 pk	\$5.92
2381	KELLOGGS RICE KRISPIE ORIGINAL	1.3 oz	\$1.09
6052	Market Square Bakery Peanut Butter Wafers 2pk 12 oz 6/BX	12oz	\$3.98
10360	GOLDEN VALLEY CEREAL CINNAMON SQUARES	20 oz	\$5.99
10361	Golden Valley Cereal Frosted Flakes 20oz	20oz	\$5.03
80008177	NUTRIGRAIN CEREAL BAR APPLE CINNAMON 1.3 OZ	1.3 oz	\$0.64
80008179	Kellogg's Nutri-Grain Cereal Bar Blueberry, 1.3 oz.	1.3 oz	\$0.64
80001722	Brushy Creek Hot Summer Sausage	5 oz	\$1.91
7905	BRIDGFORD PEPPERONI SLICED 3.5 OZ	3.5 oz	\$2.50
80001716	Brushy Creek Hot Summer Sausage Made with Beef and Chicken	1.625oz	\$0.71
80001720	Brushy Creek Orginal Summer Sausage	5oz.	\$2.04
80007119	DUCHESS DONUTS POWEDERED SUGAR GEMS 3 OZ 72/CS SLEEVE 6 CT	3 oz	\$1.66
80008034	WYLLERS ISLAND PUNCH DRINK MIX SF RADICAL LEMON BERRY 10/BX	10 ct	\$2.18
80008352	MAXWELL HOUSE COFFEE SELECT ROAST 8 OZ 18/CS	8 oz	\$11.10
21831	Ultra Whey Protein 1lb.	16oz	\$14.71
22982	Loratidine 10mg Allergy Medicine 10ct. Pk	10ct	\$1.70
80009857	GOODSENSE COUGH DROPS SF HONEY LEMON 25 CT	25 ct	\$1.85
21692	New Day Acetaminophen (325mg) 100ct	100ct	\$2.23
6905	COMBOS PEPPERONI PIZZA 6.3 OZ	6.3 oz	\$6.20
80008871	MICHIGAN STAMPED ENVELOPE #10, White 4 1/8 x 9 1/2 - Legal-metered, 1 oz	4 1/8" x 9 1/2"	\$0.79
20268	Shower Shoes Tan Saddle Syle (Small)	1ea	\$3.12
20266	Shower Shoes Tan Saddle Syle (Large)	1ea	\$3.12
20267	Shower Shoes Tan Saddle Syle (X-Large)	1ea	\$3.12
20269	Shower Shoes Tan Saddle Syle (XX-Large)	1ea	\$3.12
72149	2pk Earplugs	2pk	\$0.20

22685	Typing paper (500ct)	500ct.	\$5.81
80008745	PURE KICK SF HYDRATION DRINK MIX STRAWBERRY WATERMELON .106 OZ 6ct box	6 ct	\$2.15
80006632	Mars Snickers nonupc	1.86 oz	\$1.53
80009556	ATKINSON CANDY CHICK-O-STICK 1.6 OZ	1.6 oz	\$1.45
80009600	CORNER STORE CANDY SOUR WATERMELON SLICES 3 OZ	3 oz	\$1.77
80006636	SKITTLES CANDY ORIGINAL	2.17 oz	\$1.53
9732	MARS M&M PEANUT 5.3 OZ 12/CS BAG	5.3 oz	\$3.96
9733	MARS M&M PLAIN 5.3 OZ 12/CS BAG	5.3 oz	\$3.96
40609	CORNER STORE CANDY LEMON DROPS 4.25 OZ	4.25 oz	\$1.66
80010153	HERSHEY CANDY STRAWBERRY TWISTS 7 OZ	7 oz	\$5.13
40601	E.Z. Digby's Jolly Ranchers 3.7oz.	3.7oz	\$0.90
80008041	CORNER STORE CANDY STARLIGHT MINTS	3.75oz	\$0.84
40607	SATHERS CANDY SOUR FRUIT BALLS	4.25 oz	\$1.41
40677	Sathers All-Star Assorted Candies 3.75oz.	3.75oz	\$1.06
40629	Sather's Vanilla Caramels	3 oz	\$1.35
80005556	CORNER STORE CANDY NEON WORMS 4 OZ 60/CS BAG	4 oz	\$1.76
80007022	Chapstick Blist Card	.15oz	\$1.55
80003387	KIWI SHOE LACES FLAT ATHLETIC White	1 pair -36"	\$0.85
80008623	PURE KICK SF DRINK MIX HYDRATION CITRUS .106 OZ 6ct box	6 ct	\$2.15
80000016	WHITE RAIN SHAMPOO APPLE BLOSSOM 15 OZ	15oz	\$2.38
80006147	WHIRLEY INDUSTRIES MUG THERMAL	22 oz	\$2.34
80010982	Sevilla Sazon Con Culantro Y Achioté	1.5 oz	\$1.97
80008592	LIBBYS PEAS AND CARROTS 4 OZ 4EA/PK, 24EA/CS PLASTIC CUP	4 pk	\$4.69
80008618	LIBBYS VEGETABLES SWEET PEAS 4 OZ 4EA/PK, 24EA/CS PLASTIC CUP	4 pk	\$4.69
80008925	LIBBYS VEGETABLE CUT GREEN BEANS 4 OZ 4EA/PK, 6PK/CS CUP	4 pk	\$4.69
80006850	Cloverhill Strawberry Cheese Danish	4.25oz.	\$1.32
80008965	5" Flexible hair pik	ea	\$0.36
80002463	CACTUS ANNIES PICANTE SAUCE REGULAR	11 oz	\$3.35
80010112	QUALITY PARK ENVELOPE JUMBO CATALOG KRAFT 15 X 20 BROWN	15x20	\$1.32
8169101004	Soft Eyeglass Case	1ea	\$2.51
21347	12 Month Calendar(each month is one 8.5 X 11 page)	1ea	\$1.80
80004785	Shelf Stable Beef Stuffed Cabbage in plastic 12 oz 12 per case	12 oz	\$10.18
5172801099	Clear Earbud with 6' Cord	1ea	\$5.40
80000969	COOKS SPORK CO-POLYMER 400/CS TAN	1ea	\$0.32
10914	SWEET BABY RAYS BBQ SAUCE ORIGINAL 1.5 OZ 60/CS POUCH	1.5 oz	\$1.11
80008648	TAMPICO SF DRINK MIX MANGO PUNCH .69 OZ 6EA	6 pk	\$1.02
80002883	MASON VITAMIN PROBIOTIC VEGGIE CAPS	40 ct	\$12.08
80009462	Oscar Meyer Bacon Precooked	2.25 OZ	\$6.14
80001639	OVAEASY EGG CRYSTALS 2 OZ	2 oz	\$5.81
3954	Clear Plastic ID Holder	1ea	\$1.00
80009326	Benefiber Fiber Supplement on the Go	1ea	\$0.71
24316	Dandruff Shampoo	.25oz	\$0.10
80001688	Sun Down FISH OIL 100 ct	100 ct	\$7.30
80008268	WET N WILD EYELINER MEGA LAST RETRACTABLE DARK BROWN	3pk	\$2.46
80008267	WET N WILD EYELINER MEGA RETRACTABLE BLACK	ea	\$2.46
80009047	DIANE PUMICE SPONGE LARGE	ea	\$2.31
20224	Bic Pen-10pk - Blue	1-10ct pk	\$2.62
20225	Bic Pen-10pk - Black	1-10ct pk	\$2.62
80008033	WYLER'S ISLAND PUNCH BLUE OCEAN BREEZE 10CT	10 ct	\$2.02
80001101	BREEZE LIPSTICK	ea	\$1.11
18	MARUCHAN RAMEN CAJUN CHICKEN	3 oz	\$0.52
1328	Maruchan Roast Beef Ramen Noodle Soup	3oz	\$0.52
1327	Maruchan Roast Chicken Ramen Noodle Soup	3oz	\$0.52
13	MARUCHAN RAMEN TX BEEF	3 oz	\$0.52
5378	MOON LODGE MICROWAVE POPCORN KETTLE CORN	2.8 OZ	\$0.49
10	Maruchan Ramen Chili 3 oz	3 oz	\$0.52
4	Instant Lunch Hot California Vegetable Coup of Soup	2.25oz.	\$0.90
9	Maruchan Beef Ramen Soup	3oz	\$0.52

7525	Keefe Kitchens 6.5oz Brown Rice	6.5oz	\$1.55
80007226	Mama Mary's Pizza Kit- 7" crust	2 pk	\$4.14
7239	MIDAMAR BEEF SUMMER SAUSAGE HALAL	5 oz	\$2.98
6644	CHICKEN LOW SODIUM RAMEN 3OZ 24/CS	3oz	\$0.52
6646	CHILI LOW SODIUM RAMEN 3OZ 24/CS	3oz	\$0.52
80003393	THE WHOLE SHABANG POTATO CHIPS EXTREME KETTLE COOKED	6 oz	\$1.86
5115	MOON LODGE POTATO CHIPS RIPPLE	6 oz	\$1.82
7673	Shelf Stable Chicken and Matzah Ball Soup in plastic 12 oz 12 per case	12 oz	\$10.18
80000891	MARUCHAN VEGETABLE RAMEN HOT & SPICY LOW SODIUM	3 oz	\$0.52
5110	Moon Lodge Stuffed Jalapeno Chips	6oz	\$2.39
5139	Moon Lodge Pretzels 11oz.	11oz	\$2.32
7996	Cactus Annie's 11oz. Cheese Crunchy	11oz	\$2.88
910	CACTUS ANNIES TORTILLA CHIPS ROUND 12 OZ	12 oz	\$4.46
80009198	HEREFORD SHREDDED BEEF 7 oz	7 oz	\$5.25
5113	Moon Lodge Sour Cream and Onion 6oz Chip	6oz	\$1.82
80000894	Moon Lodge Buffalo Wing Blue Cheese Potato Chips 6oz.	6oz	\$1.82
10514	Doritos Nacho Cheese 8oz	8OZ	\$2.78
7683	CHEETOS CHEESE CRUNCHY 9 OZ	9 oz	\$3.73
80010070	CACTUS ANNIES CORN CHIPS ORIGNAL 13 OZ	13 oz	\$2.37
5112	MOON LODGE POTATO CHIPS BBQ	6 oz	\$2.38
80010068	CACTUS ANNIES CORN CHIPS HOT 12 OZ	12 oz	\$2.56
1710	Brushy Creek Chili No Beans 11.25oz.	11.25oz	\$4.41
1711	Brushy Creek Chili with Beans 11.25oz.	11.25oz	\$3.62
1712	Brushy Creek Hot Chili with Beans 11.25oz	11.25oz	\$3.56
1715	Brushy Creek 11.25 Beef Stew	11.25oz	\$2.59
4385	Fresh Catch Mackerel Fillets 3.53oz.	3.53oz	\$2.36
4386	FRESH CATCH SARDINES HOT TOMATO SAUCE	3.53 oz	\$1.90
4394	Fresh Catch Fish Steaks In Spicy Mustard Sauce 3.53oz.	3.53oz	\$1.23
4395	FRESH CATCH FISH STEAKS GREEN CHILIS IN OIL	3.53 oz	\$2.59
4391	FRESH CATCH SALMON FLAKES IN WATER	3.53 oz	\$1.92
5360	Brushy Creek Premium Chicken Breast 4.5oz.	4.5oz	\$4.89
1721	BRUSHY CREEK LASAGNA W/BEEF IN SAUCE 11.25 OZ POUCH	11.25 oz	\$3.87
7687	Cheetos Flamin' Hot Crunchies 8 oz.	8 oz	\$2.72
5375	Moon Lodge Extra Butter Popcorn microwave	2.8oz	\$0.60
80005365	DORITOS TORTILLA CHIPS SPICY SWEET CHILI	7.5 oz	\$3.25
80003352	KING NUT CASHEWS ROASTED & SALTED	2.5 oz	\$2.29
80003371	King Nut Health Mix	3.25oz	\$1.65
80003356	King Nut Sunflower Kernels 3.25oz	3.25oz	\$1.26
80003351	King Nut Honey Roasted Peanuts 2.5oz	2.5oz	\$0.94
80003373	King Nut Dried Fruit Tropical Blend 4 oz	4oz.	\$1.43
80006283	MOON LODGE POPCORN JALAPENO CHEDDAR	5 oz	\$2.10
736	GENERAL MILLS CHEX MIX BOLD 8.75 OZ	8.75 oz	\$6.10
80003408	King Nut Mixed Nut with Peanuts 10oz	10oz	\$4.22
80005605	Pampa BBQ Sauce Original	18 oz	\$2.46
6510	Mayonnaise 12pk Strip	12 pk. Strip	\$1.65
6513	SQUEEZUM MUSTARD REGULAR 4.5 G 12EA/strip	12-4.5G PACKETS	\$1.84
6514	SQUEEZUM KETCHUP REGULAR 9 G 12EA/Strip	12-9G PACKETS	\$1.53
80007067	COLONA GARLIC POWDER	2.5 oz	\$1.69
2587	Brushy Creek Pasta Sauce 4oz.	4oz	\$0.82
80008893	TRAILS BEST BEEF STICK BEEF & CHEESE 1 oz	1 oz	\$0.96
7992	Cactus Annie's 9.5oz. Hot Cheese Crunchy	9.5oz	\$2.77
902	Cactus Annie's Whole Enchilada Party Mix	11oz	\$3.11
80000003	FLAVOR FRESH HONEY 9G POUCH	ea	\$0.19
622	Squeezum's Grape Jelly 10pk	10-1oz packets	\$2.32
648	Squeezum's Strawberry Jelly 10pk	10-1oz packets	\$2.64
9366	QUAKER GRANOLA BAR CHOC CHIP .84 oz EACH	1 ea	\$0.91
4787	Squeezum Grape Jelly 1oz packets	1 oz	\$0.26
80010780	Keefe Creamy Peanut Butter 18oz	18oz	\$4.16

80010781	Keefe Chunky Peanut Butter 18oz	18oz	\$4.16
4535	Kraft Ranch Dressing Packet	1.5oz.	\$0.95
80007075	RISPARMIO CHEESE GRATED ITALIAN BLEND 3 OZ 12/CS PLASTIC BOTTLE	3 oz	\$3.08
9868	Salt Shaker 4oz.(All Plastic)	4oz	\$0.97
9881	Pepper Shaker 1.5oz (All Plastic)	1.5oz.	\$1.36
383	VAN HOLTEN PICKLE HOT PICKLE 9.6 OZ	9.6 oz	\$1.20
381	VAN HOLTEN PICKLE MILD DILL 9.6 OZ 12/CS POUCH CLEAR	9.6 oz	\$1.25
382	VAN HOLTEN PICKLE KOSHER ZESTY GARLIC 9.6 OZ	9.6 oz	\$1.19
355	CACTUS ANNIES JALAPENO PEPPERS SLICED W/ BRINE 12 OZ	12oz	\$3.28
93	TOKYO DINER SOY SAUCE	6 oz	\$2.04
2131	City Cow 4oz. Provolone Cheese Bar	4oz	\$3.15
3732	KEEFE KITCHENS MAYONNAISE REGULAR	18 oz	\$7.82
80009376	GEN PROTEIN POWDER VEGETABLE 16 OZ	16 oz	\$24.37
80009442	Turmeric Curcumin Complex	60 ct	\$6.30
5070	Cactus Annie's 8oz ct. Plain Four Tortillas	8oz	\$2.20
7550	Moon Lodge Salted Peanuts 1.75oz	1.75oz	\$0.57
7551	Moon Lodge Hot Peanuts 1.75oz	1.75oz	\$0.62
80000495	Golden Valley Plain Bagel	4oz	\$0.78
80000496	Golden Valley Cinnamon Raisin Bagel	4oz	\$0.79
80010482	NUEVO LEON TORTILLAS WHITE CORN 7.5 OZ 10 CT	7.5 oz	\$2.30
3092	THAI PALACE NOODLES CHILI 3.7 OZ 24/CS WRAPPED CLEAR	3.7 oz	\$1.65
5119	ML Hot Hot Hot BBQ	6 oz	\$1.77
9783	Sevilla Refried Beans 8oz	8 oz	\$1.63
5939	Sevilla Chili Flavored Refried Beans/ Rice 4.4oz.	4.4 oz	\$1.09
4397	Fresh Catch Fish Steaks in Louisiana Hot Sauce 3.53oz.	3.53 oz	\$1.23
3718	BRUSHY CREEK SWEET CORN WHOLE KERNEL IN WATER	7 oz	\$1.83
4317	Fresh Catch Chunk Light Tuna 4.23 oz.	4.23 oz	\$4.83
5016901099	9' Extension Cord	1ea	\$2.92
5079501099	Mini Adapter Headphone Jack	1ea	\$1.67
5082901099	6' Headphone Cord	1ea	\$2.41
80009543	MADE WITH KRAFT CHEESE SNACK SHARP CHEDDAR 4 OZ CUP	4 oz	\$1.12
80009544	MADE WITH KRAFT CHEESE SNACK JALAPENO 4 OZ CUP	4 oz	\$1.12
80009743	HIGHLAND BEEF FARMS DELI BITES HONEY PEPPER TURKEY 4 OZ	4 oz	\$4.96
80009744	HIGHLAND BEEF FARMS DELI BITES BBQ BEEF 4 OZ	4 oz	\$4.96
80009782	Blue Magic Coconut Oil Conditioner 12oz	12 oz	\$4.34
80009612	MCKEE FOODS FIELDSTONE BAKERY SNACK CAKE OATMEAL CREME PIE 1.34 OZ EA	1 ea	\$0.36
80001444	MCKEE FOODS FIELDSTONE BAKERY BROWNIE FUDGE 2.15 OZ EA	1 ea	\$0.58
5020801001	Terry Cloth Headband	1ea	\$0.96
	Photo Ticket	1 ea	\$2.00
	Debitek Card	1 ea	\$1.00
20545	GOODSENSE COUGH DROPS CHERRY RESEALABLE BAG 30 CT	30 ct	\$1.09
24506	U S SAFETY TWEEZERS PLASTIC 4 IN	ea	\$0.78
80010778	GOODY BLACK PONYTAILER ELASTIC 4 MM 15/PK	15pk	\$2.60
178	CITY COW CHEESE BAR HOT PEPPER 4 OZ WRAPPED CLEAR	4 oz	\$3.49
175	CITY COW CHEESE BAR CHEDDAR 4 OZ WRAPPED CLEAR	4 oz	\$3.49
80009870	TOAST EMS TOASTER PASTRIES BROWN SUGAR CINNAMON 10.2 OZ	10.2 oz	\$2.97
80009871	TOAST EMS TOASTER PASTRIES STRAWBERRY 10.2 OZ	10.2 oz	\$2.97
80003392	MCKESSON IBUPROFEN 200 MG 2 PK	2 PK	\$0.35
80007342	AUSTIN SANDWICH CRACKERS TOASTED PB 8/BX, PLASTIC WRAPPED W/BOX	8 BX	\$1.24
80010523	MASCOTT PEANUT BUTTER CUPS 5 OZ	5 oz	\$3.47
80009822	PURE VIA SWEETENER GREEN 1 GM 40/BX	40 BX	\$3.46
80006956	CLASSIC COOKIE CHOC CHIP W/ HERSHEY KISSES 3 OZ	3 oz	\$2.63
10364	GOLDEN VALLEY CEREAL HONEY NUT TOASTED OATS 20 OZ	20 oz	\$7.79
80009066	HUY FONG SOUP SRIRACHA ORIGINAL RAMEN 3.88 OZ	3.88 oz	\$4.56
80006299	MARUCHAN YAKISOBA BBQ 4.12 OZ	4.12 oz	\$1.69
6108	SNYDERS PRETZELS BUFFALO WING PIECES 2.25 OZ	2.25 oz	\$1.73
4489	HONEY MAID GRAHAM CRACKERS ORIGINAL 14.4 OZ	14.4 oz	\$6.44
80002308	TACO BELL SEASONING ORIGINAL 1 OZ	1 oz	\$1.24

80002591	ZAASCHILLA GUACAMOLE SAUCE 9.35 OZ	9.35 oz	\$3.47
80002259	MRS FRESHLEYS HONEY BUN JELLY SWIRL 4 OZ	4 oz	\$1.98
80010453	MASCOTT CANDY PEANUT CRUNCH BAR 1.65 OZ	1.65 oz	\$1.24
80002590	ZAASCHILLA CHIPOTLE SAUCE 9.35 OZ	9.35 oz	\$3.47
8321911014	CHARM TEX SHOWER SHOE PVC SZ - 11/12 XL ORANGE MENS	1ea	\$4.75
80003608	BRUSHY CREEK PREMIUM CHUNK WHITE CHICKEN 7 OZ 12/CS		\$5.25
80003166	KEEFE COFFEE 100% COLOMBIAN 5 OZ 24/CS		\$7.25
1723	BRUSHY CREEK SLOPPY JOE SAUCE W/BEEF 11.25 OZ 24/CS POUCH		\$3.30
80008844	T/R-HEREFORD MEATBALLS IN TOMATO SAUCE 10 OZ 12/CS		\$3.30
80008108	CORNER STORE CANDY BUTTERSCOTCH DISCS 4.25 OZ 48/CS BAG	4.25 oz	\$1.35
80005555	CORNER STORE CANDY GUMMI BEARS 4 OZ 60/CS BAG	4 oz	\$1.85
80011086	Mason Naturals Glucosamine Complex w/MSM 90/CT	90 ct	\$14.00
80011114	FREESTYLE HAIR COMB 7 IN 12/CS	1 ea	\$0.15
80010975	MCKESSON LOTION BENZOYL PEROXIDE ACNE MED 5 PCT 29.5 ML	29.5 ml	\$6.10
10358	CHICKEN OF THE SEA SARDINES LA HOT SAUCE 3.53 OZ	3.53 oz	\$1.50
80010619	CHICKEN OF THE SEA PINK SALMON MAPLE SMOKEHOUSE 3 OZ	3 oz	\$2.75
20630	DR SCHOLL CORN REMOVER MEDICATED 36 EA	1 pk	\$3.25
80009796	POWER UP LOTION COCOA BUTTER 15 OZ	15 oz	\$2.25
80011089	QUAKER INST OATMEAL ORIGINAL 9.8 OZ 10EA/BX	10 pk	\$3.40
10044	RALSTON OATMEAL VARIETY 13.5 OZ 10/BX	10 pk	\$3.85
24806	FRESHMINT TOOTHPASTE SENSITIVE LIKE SENSODYNE 4.3 OZ	4.3 oz	\$1.25
80011028	SCOTTS CANDY BAR PECANBACKS 2.2OZ	ea	\$1.75
80011025	SCOTTS CANDY BAR DARK CHOC SEA SALT CARAMEL 2.2OZ	ea	\$1.75
80011041	SCOTTS CANDY BAR CHOC ALMOND 2.2OZ	ea	\$1.75
90	Keefe Louisiana Hot Sauce, 6 oz. plastic bottle	6 oz	\$1.50
6055	MARKET SQUARE CAKE SWISS ROLL 12 OZ 6/BX	6 ct	\$3.50
10365	GOLDEN VALLEY CEREAL FRUIT ROLL 20 OZ	20 oz	\$6.89
80006851	CLOVERHILL CHEESE DANISH BLUEBERRY 4.25 OZ	4.25 oz	\$1.32
80010981	BAKE CITY CHOCOLATE CHIP COOKIES 2.5OZ	2.5 oz	\$0.78
21299	JUSTICE PACKAGING PEN SECURITY BLACK	ea	\$0.50
80011124	MCKESSON VAGINAL ANTIFUNGAL CREAM MICONAZOLE 7	1.59 oz	\$8.16
80008459	NATUREPLEX DOUCHE VINEGAR & WATER	(2) 4.5oz	\$2.24
80008644	Safe&Soft Regular Aborbency Tampons 20/Bx	20 ct	\$7.25
21065	PREFERENCE MAXI PAD REGULAR	24 ct	\$1.82
80000022	Charm-Tex Panty Liners 22 liners per bag, 24 bags per case	22ct	\$1.95
80010081	PREFERENCE MAXI PAD SUPER 22 CT WOMENS	22 ct	\$2.25
80004841	TAMPAX TAMPONS SUPER ABSORBENCY UNSCENTED 40 CT	40 ct	\$7.50
80010571	HART FEM PRIN MENSTRUAL RELIEF GENERIC MIDOL 2 PK WOMENS	2 pk	\$0.48



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**
to
Contract Number **200000001938**

CONTRACTOR	KEEFE COMMISSARY NETWORK LLC
	10880 Lin Page Place
	St. Louis, MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	CV0051139

STATE	Program Manager	Bernard Scott	MDOC
		517-241-8414	
		ScottB4@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
PRISONER STORE AND FRIENDS AND FAMILY CARE PACKAGES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2020	September 30, 2023	3 - 1 Year		September 30, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <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"/>	one year	<input type="checkbox"/>		September 30, 2025
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$95,700,000.00	\$31,200,000.00		\$126,900,000.00	
DESCRIPTION				
Effective March 18, 2024 this contract is exercising the second option year available on this contract. The new expiration date is September 30, 2025. The contract will having funding increased in the amount of \$31,200,000.00.				
The following contract language, from Statement of Work Schedule A, Section 7. Packaging, subsection B. is being removed: "Hygiene items must be separately bagged and sealed, sealed bag must then be places within the order bag, as directed by MDOC".				
All other terms, conditions, specifications and pricing remain the same per agreement between the Contractor and MDOC, approval from DTMB Central Procurement Services and per approval from the State Administrative Board provided on March 12, 2024.				



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
to
Contract Number **200000001938**

CONTRACTOR	KEEFE COMMISSARY NETWORK LLC
	10880 Lin Page Place
	St. Louis, MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	CV0051139

STATE	Program Manager	Bernard Scott	MDOC
		517-241-8414	
		ScottB4@michigan.gov	
	Contract Administrator	Valerie Hiltz	DTMB
		(517) 249-0459	
		hiltzv@michigan.gov	

CONTRACT SUMMARY				
PRISONER STORE AND FRIENDS AND FAMILY CARE PACKAGES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2020	September 30, 2023	3 - 1 Year	September 30, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <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"/>		September 30, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$95,700,000.00	\$0.00	\$95,700,000.00		
DESCRIPTION				
Effective retroactively to January 1, 2024, this contract is lowering the commission rate from 15% to 14% and is revising pricing in Schedule B- Pricing. The State's Contract Administrator is revised to Valerie Hiltz.				
All other terms, conditions, specifications and pricing remain the same per Contractor and Agency agreement and DTMB Central Procurement Services approval.				

Schedule B - Pricing

Keefe Item #	Description	Individual Package Size	Current MDOC Price as of 1/1/24
20024	Crawford 4oz Balsam Protein Shampoo 4oz	4oz	\$0.99
20025	Crawford Balsam/Protien Conditioner	4 oz	\$1.08
80000149	ALBERTO VO5 SHAMPOO EXTRA BODY	12.5 oz	\$2.06
80000150	ALBERTO VO5 CONDITIONER EXTRA BODY	12.5 oz	\$2.06
80003818	NEW WORLD IMPORTS HAIR BRUSH MILITARY STYLE	1 ea	\$1.40
24353	Good Sense Coal Tar Shampoo 8.5oz.	8.5oz	\$4.31
20204	Sulfur 8 7.5oz Shampoo	7.5oz	\$3.39
20200	Sulfur 8 2oz Conditioner	2oz	\$3.39
80009599	CORNER STORE CANDY PEACH RINGS 3 OZ	3 oz	\$2.66
22951	SoftEE Coconut Oil Conditoner 5oz.	5oz.	\$2.11
20377	Murray's 4oz Pomade	4oz.	\$2.19
80008920	SOFTEE CURL ACTIVATOR EXTRA DRY 8 OZ CLEAR JAR	8 oz	\$4.11
20380	Luster Pink Oil Moisturizer 8oz	8oz	\$5.39
20510	PRO GLO CREME COCOA BUTTER W/ALOE	4 oz	\$1.73
20188	Shampoo	.34 oz	\$0.09
80003258	HTG ALCOHOL FREE HAIR SPRAY	8oz	\$1.94
80008518	Power Up 2.5oz A/P Deodorant Force Clear	2.5oz	\$3.25
80008495	POWER UP ANTIPERSPIRANT DEODORANT BLOOM	2.5 oz	\$2.87
80008519	Power Up 2.5oz Drive Deodorant	2.5oz	\$2.19
24068	LADY SPEED STICK ANTIPERSPIRANT DEODORANT POWDER FRESH INVISIBLE DRY	1.4 oz	\$2.52
21126	Mennen Ultimate Sport 3oz. Gel Deodorant	3oz	\$3.78
20068	Mennen Speed Stick Ultimate Sport Deodorant	3oz	\$3.78
20641	LADY SPEED STICK A/P INVISIBLE DRY SHOWER FRESH	1.4oz	\$2.06
21725	Crawford Regular Stick Deodorant	.5 oz	\$0.43
20816	GOODSENSE ANTACID LIQUID LIKE MYLANTA	12oz	\$3.62
24122	Good Sense Honey Lemon Cough Drops 30ct	30 ct	\$0.94
22377	New Day 13oz Bath/Shower Powder	13oz	\$1.40
26045	Dial Advanced Therapy Lotion 12 oz.	12oz	\$4.04
26044	Tone Cocoa Butter Lotion 12 oz.	12 oz	\$4.65
20028	Creawford Skin Care Lotion	4oz	\$0.62
24967	INFUZED DLY BDY LOTION COCONUT LIME ALOE	15oz	\$3.39
24968	INFUZED COCOA/SHEA BODY LOTION 15 OZ	15oz	\$2.59
20033	Crawford Coca Butter Lotion	4oz	\$0.53
20654	New Day Petroleum Jelly	1.0 oz	\$0.65
80010373	NOXZEMA ORIGINAL DEEP CEANSONG CREAM WASH 8 OZ	8 oz	\$8.40
24222	Dr. Sheffield's Antifungal Cream	1.25 oz	\$3.25
80005524	Hydrocortisone Cream 1% 1oz.	1oz	\$1.67
24126	Athlete's Foot Cream 1%	.5oz	\$1.26
21762	Medicated Chest Rub	3.53oz.	\$2.47
24725	Muscle Balm 3oz.	3oz	\$2.12
20841	Nature's Glow 4oz Sunscreen Lotion SPF 30	4oz	\$3.35
24905	Freshscent Aftershave	4 oz	\$3.81
24409	Reg. Magic Cream Shave 6oz	6oz	\$5.20
24945	ELEMENTZ BODY WASH SEA ALGAE EXT	15 oz	\$4.45
24943	ELEMENTZ BODY WASH SEA MINERALS	15 oz	\$3.77
20571	Shave Cream Packet	7.5ml / .25oz	\$0.07
80005478	GOODSENSE COLD RELIEF PLUS EFFERVESCENT TABLETS 20CT	20 ct	\$6.20
24936	ELEMENTZ THICKENING SHAMP.ALOE/GINSENG 15 OZ	15oz	\$3.85
24939	ELEMENTZ HYDRATING COND.ALMOND/SHEA 15 OZ	15oz	\$3.21
24942	ELEMENTZ 3N1 TOTAL CARE COCONUT LIME 15 OZ	15oz	\$4.63
24938	ELEMENTZ DANDRUFF SHAMP.ALMOND/SHEA 15 O	15oz	\$4.34
24941	ELEMENTZ FIRM HOLD STYLING GEL ALOE 15 OZ	15oz	\$4.44
22761	NAIR HAIR REMOVER BABY OIL 9 OZ	9 oz	\$5.67
24322	Document File 10X15-Velcro Tab	10X15	\$2.12
21821	Freshscent Deodorant	.12 oz	\$0.10

80000398	Ambi Complex Bar 3.5oz	3.5oz	\$3.01
22096	Next 1 Cocoa Butter Bar Soap 5oz.	5oz	\$0.82
22097	Next 1 5oz Moisturizing Bar Soap	5oz.	\$0.82
22098	Next 1 5oz Anti-Bacterial Sport Bar	5oz.	\$0.82
21594	Freshscent Hand and Body Lotion	ea	\$0.06
21613	Clear Flouride Packlet	.15oz	\$0.10
80003065	NEXT 1 SOAP DEODORANT HYPOALLERGENIC 3 oz	3oz	\$0.61
20776	Neutrogena 3.25oz Soap	3.25oz	\$3.85
21487	Irish Springs Deodorant Soap 3.2 oz	3 pk	\$3.02
26256	Floss Threaders	25ct	\$1.95
20272	AMERICAN COMB SOAP DISH HINGED	ea	\$0.45
80007677	COOL WAVE MOUTHWASH ALCOHOL FREE	8oz	\$1.04
80009813	White Rain Conditioner Ocean Mist moisturizing 15 OZ	15oz	\$2.38
80002779	Colgate 4.0oz Great Reg Flavor Toothpaste	4 oz	\$3.03
80002783	COLGATE WHITENING TOOTHPASTE BAKING SODA & PEROXIDE 6 OZ FROSTY MINT	6 oz	\$5.25
21640	4" Denture Brush	4"	\$0.39
21017	Cool Wave 4oz. Flouride Toothpaste	4oz	\$1.27
22017	CG SMOOTHERS CONCEALER LIGHT	ea	\$6.61
20459	Freshmint Floride Toothpaste	.85oz	\$0.17
21288	LOOPS FLOSS LOOPS MINT 30 PK	30ea	\$2.43
22019	CG SMOOTHERS CONCEALER MEDIUM	ea	\$6.61
80010278	Luden's Wild Berry Cough Drops 12/CS 30 Ct	30 ct	\$2.60
21497	NEW WORLD IMPORTS TOOTHBRUSH ANTISHANK	ea	\$0.18
22963	ALKA SELTZER PLUS PAIN RELIEF PLUS COLD	2pk	\$0.78
21430	Antacid Tablets 450mg 2pk	250ct-2pk	\$0.23
21421	Allergy Tablet - Chlorpheniramine 4mg / Single Pack	1 ea	\$0.10
21822	White Toothbrush Cap	1ea	\$0.20
80000305	Oraline Ora-Brite Security Toothbrush	1ea	\$0.18
24125	Fresh Mint Denture Cleanser 40ct.	40ct	\$3.04
20312	Effergrip 2.5oz Tube	2.5oz	\$3.94
80008044	Orafix Denture Bath	1ea	\$2.37
24526	Acetaminophen 325mg / non-Aspirin Single Pack	1 ea	\$0.10
21807	New Day Aspirin 325mg. 100ct	100ct	\$1.14
21428	MCKESSON ASPIRIN 325 MG	2 pk	\$0.32
21867	Calcium Antacid Tabs Fruit 150ct	150ct	\$3.59
21693	New Day Ibruprofen 200mg 50ct	50ct	\$2.18
80008520	Roloids Regular Strength (3pk)	12ct -3pk	\$2.03
80005456	Health A2 Bisacodyl Laxative Tablets 5mg	25ct	\$1.20
80000559	Hemorrhoidal Ointment 2oz.	2oz	\$2.95
80006232	Geiss Good Sense Psyllium Fiber Powder	15 oz	\$7.97
80007168	Stomach Relief 8oz.	8oz	\$2.16
21694	Allergy tablet-Chlorpheniramine Maleate(4mg) 24ct.	24ct	\$0.76
80003420	GOODSENSE COUGH DROPS MENTHOL 30 CT BAG	30 ct	\$1.10
80009306	HALLS COUGH DROPS CHERRY	9 ct roll	\$1.40
80009094	SUNDANCE VITAMIN D3 1000 IU 25 MCG 100 CT 3EA/PK, 24EA/CS	100ct	\$3.36
80008684	SUNDANCE MULTIVITAMIN ONE DAILY ESSENTIALS	60ct	\$2.19
20714	GOODSENSE ARTIFICIAL TEARS	.5 oz	\$1.92
20896	PEPCID ACID REDUCER AC MAX STRENGTH 20 MG	8 ct	\$5.21
20329	Heritage 3oz Anti Fungal Powder	3oz	\$2.03
20630	Dr. Scholl's Medicted Corn Removers	1pk	\$2.85
21434	Mediproxen 1ct 220mg	1ct	\$0.25
21953	New Day Cotton Swabs 300ct.	300ct	\$1.54
21596	STAYDENT DENTURE ADHESIVE CREAM 2.4 OZ	2.4 oz	\$4.92
5115501099	Clear Cosmetic Bag	9"X7"X4"	\$4.78
20286	7" Professional Comb	7"	\$0.10
80004166	Doo Rags	1ea	\$2.29
20474	Shower Cap	1ea	\$0.08
22627	Plastic Key Tag	1ea	\$1.06
20293	Blister Card Nail Clipper	1ea	\$0.55

24583	Bic 2Pk Cristal Pen - Blue	2 Pens	\$1.02
24584	Bic 2Pk Cristal Pen - Black	2 Pens	\$1.02
80008098	GUM Soft Picks	50 ct	\$3.94
80008954	SUNDANCE MULTIVITAMIN W/ IRON	60ct	\$3.13
80007759	KELLOGGS CEREAL ASSORTED FUN PAK 8.56 OZ	8.56 oz	\$11.36
80007674	GEN MASCARA MEGA PROTEIN	.27 oz	\$1.92
80008444	BUTTERFINGER CANDY BAR FUN SIZE 10.2 OZ	10.2 oz	\$8.92
80009887	NEW LEAF MEAL REPLACEMENT PROTEIN STRAWBERRY 2.54 OZ	2.54 oz	\$6.29
29072	Greeting Cards	1 Card	\$1.12
80010106	ISLAND BRAND ENVELOPE # 10	ea	\$0.10
20239	Envelope 3 5/8" x 6 1/2" non metered	3 5/8" x 6 1/2"	\$0.10
80010071	QUALITY PARK ENVELOPE SELF SEAL BROWN KRAFT 10 X 15	ea	\$0.64
20256	Small Address Book	1ea	\$0.85
80008663	BOARDROOM PAPER 50 CT PAD 8.5 X 11	1-50sheet pad	\$1.67
80009091	GEN CARBON PAPER	30ct	\$6.23
24573	#2 Pencil w/Eraser	1ea	\$0.24
22901	Large Hard Covered Photo Album (24 pages)	1ea	\$2.62
80000977	WALLACE PACKAGING SPORK MEDIUM WEIGHT PROPYLENE - Each	1 ea	\$0.08
21676	Ion3 AAA Batteries alkaline	4/pk	\$2.99
21675	ION3 BATTERIES AA ALK 4/PK	4/pk	\$2.85
20118	Panasonic 2pk D Batteries	2pk	\$4.40
80008460	Three-A Playing Cards	1-52card deck	\$1.08
5077401099	Koss KE5K Earbud / Stealth Black	1ea	\$6.43
5029801099	GRAINGER EAR PLUGS NO CORD GREEN	2 pK	\$0.20
20215	Aviator Pinochle Cards	1-52card deck	\$2.22
20524	Double Six Dominoes	1 game	\$2.87
20522	Pressman Toy Chess set w/ Board	1 game	\$6.61
20281	Acrylic Mirror w/o Magnet	1ea	\$1.66
20501	Sewing Kit w/o scissors	1 kit	\$1.79
24150	Crawford 1.6Qt Bowl	1.6qt	\$2.45
80002100	Coffee Cup w/handle 12oz.	12oz.	\$0.79
80006145	22oz Plastic Tumbler with Lid	22oz	\$0.43
8273001099	GEN MOUTH GUARD CLEAR	ea	\$3.75
24338	GOODSENSE NAPROXEN TABLETS 220 MG LIKE ALEVE	50 ct	\$4.39
80007056	GOOD SENSE INSOLES DOUBLE COMFORT	pr	\$3.61
80000503	COVER GIRL MASCARA LASH BLAST CLUMP CRUSHER BROWN WOMENS	ea	\$5.87
80010130	RIGHT CHOICE TOILET TISSUE 2 PLY 500 SHEETS PER ROLL	roll	\$0.82
80006870	Naturepleix Zit Free	ea	\$1.64
20265	Shower Shoes Tan Saddle Syle (Medium)	1ea	\$3.12
7024	Keefe 3oz Decaf Colombian Coffee	3oz	\$5.25
7022	Keefe 3oz 100% Freeze Dried Colombian Coffee	3oz	\$6.90
26	PARAMOUNT CREAMER NON-DAIRY	8oz	\$1.81
416	Keefe Tea Bags 48ct.	3.75oz box	\$2.21
3701	Brushy Creek French Vanilla Cappuccino 8oz	8oz	\$2.20
10596	Paramount Farms French Vanilla Non-Dairy Creamer	6.75oz	\$2.34
10963	Folgers 4oz Resealable	4 oz	\$8.92
6566	Instant Dry Milk	10 oz	\$3.59
7037	Keefe 10oz Hot Cocoa w/marshmallows	10oz	\$2.61
428	Bigelow 6 Assorted Tea Bags 18 count	18 count	\$3.96
80003592	New Leaf Health Shake (Chocolate)	2 oz	\$2.60
80003593	New Leaf Health Shake (Vanilla) 2oz	2 oz	\$2.60
6685	KNORR RICE MIX CHEDDAR BROCCOLI 5.7 OZ 12/CS POUCH	5.7 oz	\$2.89
7495	Swiss Miss Hot Chocolate 9 oz	9 oz.	\$1.80
10243	Keefe Coffee Alturo Blend 3oz.	3oz	\$5.38
80009825	QUAKER INST OATMEAL VARIETY PK 1.51 OZ 8EA/PK	8 pk	\$3.77
80005364	Minute Rice	8 oz	\$1.55
7036	Country Time Lemonade 12oz.	12oz	\$2.44
7030	Keefe Orange Breakfast Drink Mix 12oz.	12oz	\$2.52
7033	Kool Aid Tropical Punch Mix 12oz	12oz	\$2.21

892	SWEET FUSIONS TEA W/LEMON 19 OZ	19oz	\$4.08
80002092	Shelf Stable Beef Goulash in plastic 12 oz 12 per case	12 oz	\$11.37
80001723	BRUSHY CREEK SUMMER SAUSAGE SALAMI	5 oz	\$2.09
80000226	VO53 IN 1 OCEAN SURGE 12.5 OZ MENS	12.5 oz	\$2.64
80008055	RIKAYAH BODY SPRAY RAINEYS SECRET	2 oz	\$4.33
80008056	GOOD SENSE LIP BALM SPF 45 TROPICAL BLEND BLISTER CARD	.15 oz	\$1.32
80008112	HAWAIIAN PUNCHDRINK MIX POLAR BLAST .88 OZ 8/BX	8 BX	\$2.18
80009475	CRUSH DRINK STICKS SF TROPICAL VARIETY PACK 30 CT	30 ct	\$8.92
80003009	Natural Choice Vitamin E	100ct	\$5.22
80009093	SUNDANCE VITAMIN C 500 MG PLUS RH 90 CT 3EA/PK, 24EA/CS	90 ct	\$2.68
10911	Made with Philly Cream Cheese w/ Jalapenos	2oz	\$0.69
80001724	Brushy Creek Honey Brown Sugar Turkey Stick	5oz.	\$2.14
4935	Velveeta Macaroni and Cheese 3oz.	3oz	\$1.33
4938	Velveeta Spicy Cheesy Rice 2oz	2oz	\$0.74
4941	VELVEETA BEANS & RICE SPICY CHEESY	4 oz	\$1.60
8201313024	CHARM TEX SHOWER SHOE PVC SZ 13 BROWN MENS	pr	\$3.12
8201312024	CHARM TEX SHOWER SHOE PVC SZ 12 BROWN MENS	pr	\$3.12
8201314024	CHARM TEX SHOWER SHOE PVC SZ 14 BROWN MENS	pr	\$3.12
8201315024	CHARM TEX SHOWER SHOE PVC SZ 15 BROWN MENS	pr	\$3.12
8201316024	CHARM TEX SHOWER SHOE PVC SZ 16 BROWN MENS	pr	\$3.12
80007114	Dutchess Chocolate Denette Sleeve	6 ct	\$1.66
80007072	COLONA SEASONED SALT	4.75 oz	\$1.71
80005739	Duchess Cinnamon Roll 4 oz	4oz.	\$1.08
10525	RUFFLES POTATO CHIPS CHEDDAR & SOUR CREAM 5.5 OZ	5.5 oz	\$3.72
10354	DORITOS TORTILLA CHIPS COOL RANCH	8 oz	\$2.69
80008999	ULTRA FIT NUTRITIONAL PROTIEN BAR CHOCOLATE PEANUT BUTTER CRUNCH	2.30OZ	\$2.45
5414	Macaroons 6.5 oz 12 per case-re-sealable plastic pouch	6.5 oz	\$9.50
6076	Market Square Bakery Duplex Creme Cookies 14 oz	14oz	\$3.08
6079	Market Square Bakery Chocolate Creme Cookies 14 oz	14oz	\$3.00
80001046	Market Square Bakery Soft Baked Chocolate Chip Cookies 2.75 oz	2.75oz.	\$0.78
80008042	DORITOS TORTILLA CHIPS FLAMIN HOT 7.5 OZ 8/CS BAG CLEAR WINDOW	7.5 oz	\$3.34
6077	Market Square Bakery Peanut Butter Creme Cookies 14 oz	14oz	\$2.88
6071	MARKET SQUARE COOKIES ICED OATMEAL 6 OZ 46/CS CLEAR PLASTIC BAG	6 oz	\$1.73
80009303	MARKET SQUARE COOKIES VANILLA WAFERS 12 OZ	12 oz	\$2.59
10251	Market Square Bakery Lemon Creme Cookies 14 oz	14oz	\$3.82
7914	Golden Valley Saltines 16oz.	16oz	\$2.41
80009547	KELLOGGS CRACKERS CLUB 12.5 OZ	12.5 oz	\$7.26
9590	Cheez- It Crackers 1.5 oz	1.5 oz	\$1.13
80007535	Gamesa Cracker sleeve	3.45 oz	\$0.85
80007341	Austin Cheese-Peanut Butter Crackers 1.38 oz.	1.38 oz	\$0.91
6053	MARKET SQUARE SNACK CAKE OATMEAL & CRÈME	16 oz	\$4.26
80008178	NUTRIGRAIN CEREAL BAR STRAWBERRY 1.3 OZ 96/CS	1.3 oz	\$0.64
80009328	Market Square Honey Bun Iced	4.75 OZ	\$1.24
828	DELMONTE MIXED FRUIT IN SYRUP 4 OZ 4/PK	4 pk	\$5.92
2381	KELLOGGS RICE KRISPIE ORIGINAL	1.3 oz	\$1.09
6051	MARKET SQUARE DONUT STICKS	10 oz	\$3.74
6052	Market Square Bakery Peanut Butter Wafers 2pk 12 oz 6/BX	12oz	\$3.98
10360	GOLDEN VALLEY CEREAL CINNAMON SQUARES	20 oz	\$5.87
10361	Golden Valley Cereal Frosted Flakes 20oz	20oz	\$5.03
80008177	NUTRIGRAIN CEREAL BAR APPLE CINNAMON 1.3 OZ	1.3 oz	\$0.64
80008179	Kellogg's Nutri-Grain Cereal Bar Blueberry, 1.3 oz.	1.3 oz	\$0.64
80001722	Brushy Creek Hot Summer Sausage	5 oz	\$1.91
7905	BRIDGFORD PEPPERONI SLICED 3.5 OZ	3.5 oz	\$2.50
80001716	Brushy Creek Hot Summer Sausage Made with Beef and Chicken	1.625oz	\$0.71
80001720	Brushy Creek Orginal Summer Sausage	5oz.	\$2.04
80007119	DUCHESS DONUTS POWEDERED SUGAR GEMS 3 OZ 72/CS SLEEVE 6 CT	3 oz	\$1.66
80008034	WYLLERS ISLAND PUNCH DRINK MIX SF RADICAL LEMON BERRY 10/BX	10 ct	\$2.18
80008352	MAXWELL HOUSE COFFEE SELECT ROAST 8 OZ 18/CS	8 oz	\$11.10
21831	Ultra Whey Protein 1lb.	16oz	\$14.71

22982	Loratidine 10mg Allergy Medicine 10ct. Pk	10ct	\$1.70
80009857	GOODSENSE COUGH DROPS SF HONEY LEMON 25 CT	25 ct	\$1.85
21692	New Day Acetaminophen (325mg) 100ct	100ct	\$2.23
6905	COMBOS PEPPERONI PIZZA 6.3 OZ	6.3 oz	\$6.20
80008871	MICHIGAN STAMPED ENVELOPE #10, White 4 1/8 x 9 1/2 - Legal-metered, 1 oz	4 1/8" x 9 1/2"	\$0.72
20268	Shower Shoes Tan Saddle Syle (Small)	1ea	\$3.12
20266	Shower Shoes Tan Saddle Syle (Large)	1ea	\$3.12
20267	Shower Shoes Tan Saddle Syle (X-Large)	1ea	\$3.12
20269	Shower Shoes Tan Saddle Syle (XX-Large)	1ea	\$3.12
72149	2pk Earplugs	2pk	\$0.20
22685	Typing paper (500ct)	500ct.	\$5.81
80008745	PURE KICK SF HYDRATION DRINK MIX STRAWBERRY WATERMELON .106 OZ 6ct box	6 ct	\$2.15
80006632	Mars Snickers nonupc	1.86 oz	\$1.53
80009556	ATKINSON CANDY CHICK-O-STICK 1.6 OZ	1.6 oz	\$1.45
80009600	CORNER STORE CANDY SOUR WATERMELON SLICES 3 OZ	3 oz	\$1.77
80006636	SKITTLES CANDY ORIGINAL	2.17 oz	\$1.53
9732	MARS M&M PEANUT 5.3 OZ 12/CS BAG	5.3 oz	\$3.96
9733	MARS M&M PLAIN 5.3 OZ 12/CS BAG	5.3 oz	\$3.96
40609	CORNER STORE CANDY LEMON DROPS 4.25 OZ	4.25 oz	\$1.66
80010153	HERSHEY CANDY STRAWBERRY TWISTS 7 OZ	7 oz	\$5.13
40601	E.Z. Digby's Jolly Ranchers 3.7oz.	3.7oz	\$0.90
80008041	CORNER STORE CANDY STARLIGHT MINTS	3.75oz	\$0.84
80008976	Corner Store Tongue Torchers	3 oz	\$0.99
40607	SATHERS CANDY SOUR FRUIT BALLS	4.25 oz	\$1.41
80009185	CORNER STORE CANDY CHOOZ FRUIT CHEWS 3.25 OZ	3.25 oz	\$1.12
40677	Sathers All-Star Assorted Candies 3.75oz.	3.75oz	\$1.06
40629	Sather's Vanilla Caramels	3 oz	\$1.35
80005556	CORNER STORE CANDY NEON WORMS 4 OZ 60/CS BAG	4 oz	\$1.76
80007022	Chapstick Blist Card	.15oz	\$1.55
80003387	KIWI SHOE LACES FLAT ATHLETIC White	1 pair -36"	\$0.85
80008623	PURE KICK SF DRINK MIX HYDRATION CITRUS .106 OZ 6ct box	6 ct	\$2.15
80000016	WHITE RAIN SHAMPOO APPLE BLOSSOM 15 OZ	15oz	\$2.38
80006147	WHIRLEY INDUSTRIES MUG THERMAL	22 oz	\$2.34
6034	Sevilla Sazon con Culantro Y Achioté	1.5 oz	\$1.97
80008592	LIBBYS PEAS AND CARROTS 4 OZ 4EA/PK, 24EA/CS PLASTIC CUP	4 pk	\$4.69
80008618	LIBBYS VEGETABLES SWEET PEAS 4 OZ 4EA/PK, 24EA/CS PLASTIC CUP	4 pk	\$4.69
80008925	LIBBYS VEGETABLE CUT GREEN BEANS 4 OZ 4EA/PK, 6PK/CS CUP	4 pk	\$4.69
6069	MARKET SQUARE WAFER SF STRAWBERRY CREME 2.75 OZ	2.75 oz	\$1.90
80006850	Cloverhill Strawberry Cheese Danish	4.25oz.	\$1.32
80008965	5" Flexible hair pik	ea	\$0.36
80002463	CACTUS ANNIES PICANTE SAUCE REGULAR	11 oz	\$3.14
80010112	QUALITY PARK ENVELOPE JUMBO CATALOG KRAFT 15 X 20 BROWN	15x20	\$1.32
8169101004	Soft Eyeglass Case	1ea	\$2.51
21347	12 Month Calendar(each month is one 8.5 X 11 page)	1ea	\$1.80
80004785	Shelf Stable Beef Stuffed Cabbage in plastic 12 oz 12 per case	12 oz	\$10.18
5172801099	Clear Earbud with 6' Cord	1ea	\$5.40
80000969	COOKS SPORK CO-POLYMER 400/CS TAN	1ea	\$0.32
10914	SWEET BABY RAYS BBQ SAUCE ORIGINAL 1.5 OZ 60/CS POUCH	1.5 oz	\$1.11
80008648	TAMPICO SF DRINK MIX MANGO PUNCH .69 OZ 6EA	6 pk	\$1.02
26205	Sensodyne Toothpaste	.8oz	\$1.95
80002883	MASON VITAMIN PROBIOTIC VEGGIE CAPS	40 ct	\$12.08
80009462	Oscar Meyer Bacon Precooked	2.25 OZ	\$5.64
80001639	OVAEASY EGG CRYSTALS 2 OZ	2 oz	\$5.81
3954	Clear Plastic ID Holder	1ea	\$1.00
80009326	Benefiber Fiber Supplement on the Go	1ea	\$0.71
24316	Dandruff Shampoo	.25oz	\$0.10
80001688	Sun Down FISH OIL 100 ct	100 ct	\$7.30
80008268	WET N WILD EYELINER MEGA LAST RETRACTABLE DARK BROWN	3pk	\$2.46
80008267	WET N WILD EYELINER MEGA RETRACTABLE BLACK	ea	\$2.46

80009047	DIANE PUMICE SPONGE LARGE	ea	\$2.31
20224	Bic Pen-10pk - Blue	1-10ct pk	\$2.62
20225	Bic Pen-10pk - Black	1-10ct pk	\$2.62
80008033	WYLER'S ISLAND PUNCH BLUE OCEAN BREEZE 10CT	10 ct	\$2.02
80001101	BREEZE LIPSTICK	ea	\$1.11
18	MARUCHAN RAMEN CAJUN CHICKEN	3 oz	\$0.52
1328	Maruchan Roast Beef Ramen Noodle Soup	3oz	\$0.52
1327	Maruchan Roast Chicken Ramen Noodle Soup	3oz	\$0.52
13	MARUCHAN RAMEN TX BEEF	3 oz	\$0.52
5378	MOON LODGE MICROWAVE POPCORN KETTLE CORN	2.8 OZ	\$0.49
10	Maruchan Ramen Chili 3 oz	3 oz	\$0.52
4	Instant Lunch Hot California Vegetable Coup of Soup	2.25oz.	\$0.90
9	Maruchan Beef Ramen Soup	3oz	\$0.52
7525	Keefe Kitchens 6.5oz Brown Rice	6.5oz	\$1.55
80007226	Mama Mary's Pizza Kit- 7" crust	2 pk	\$4.14
7239	MIDAMAR BEEF SUMMER SAUSAGE HALAL	5 oz	\$2.98
6644	CHICKEN LOW SODIUM RAMEN 3OZ 24/CS	3oz	\$0.52
6646	CHILI LOW SODIUM RAMEN 3OZ 24/CS	3oz	\$0.52
80003393	THE WHOLE SHABANG POTATO CHIPS EXTREME KETTLE COOKED	6 oz	\$1.86
5115	MOON LODGE POTATO CHIPS RIPPLE	6 oz	\$1.76
7673	Shelf Stable Chicken and Matzah Ball Soup in plastic 12 oz 12 per case	12 oz	\$10.18
80000891	MARUCHAN VEGETABLE RAMEN HOT & SPICY LOW SODIUM	3 oz	\$0.52
5110	Moon Lodge Stuffed Jalapeno Chips	6oz	\$2.31
5139	Moon Lodge Pretzels 11oz.	11oz	\$2.32
7996	Cactus Annie's 11oz. Cheese Crunchy	11oz	\$2.88
910	CACTUS ANNIES TORTILLA CHIPS ROUND 12 OZ	12 oz	\$4.46
80000303	BEEF STEW MEAL	1 ea	\$6.83
80008846	HEREFORD SHREDDED BEEF 7 oz	7 oz	\$5.63
5113	Moon Lodge Sour Cream and Onion 6oz Chip	6oz	\$1.76
80000894	Moon Lodge Buffalo Wing Blue Cheese Potato Chips 6oz.	6oz	\$1.76
10514	Doritos Nacho Cheese 8oz	8OZ	\$2.72
7683	CHEETOS CHEESE CRUNCHY 9 OZ	9 oz	\$3.66
80010070	CACTUS ANNIES CORN CHIPS ORIGNAL 13 OZ	13 oz	\$2.37
5112	MOON LODGE POTATO CHIPS BBQ	6 oz	\$2.30
80010068	CACTUS ANNIES CORN CHIPS HOT 12 OZ	12 oz	\$2.56
1710	Brushy Creek Chili No Beans 11.25oz.	11.25oz	\$4.41
1711	Brushy Creek Chili with Beans 11.25oz.	11.25oz	\$3.62
1712	Brushy Creek Hot Chili with Beans 11.25oz	11.25oz	\$3.56
1715	Brushy Creek 11.25 Beef Stew	11.25oz	\$2.59
4385	Fresh Catch Mackerel Fillets 3.53oz.	3.53oz	\$2.36
4386	FRESH CATCH SARDINES HOT TOMATO SAUCE	3.53 oz	\$1.90
4394	Fresh Catch Fish Steaks In Spicy Mustard Sauce 3.53oz.	3.53oz	\$1.23
4395	FRESH CATCH FISH STEAKS GREEN CHILIS IN OIL	3.53 oz	\$2.59
4391	FRESH CATCH SALMON FLAKES IN WATER	3.53 oz	\$1.92
5360	Brushy Creek Premium Chicken Breast 4.5oz.	4.5oz	\$4.89
1721	BRUSHY CREEK LASAGNA W/BEEF IN SAUCE 11.25 OZ POUCH	11.25 oz	\$3.87
7687	Cheetos Flamin' Hot Crunchies 8 oz.	8 oz	\$2.67
5375	Moon Lodge Extra Butter Popcorn microwave	2.8oz	\$0.60
80005365	DORITOS TORTILLA CHIPS SPICY SWEET CHILI	7.5 oz	\$3.19
80003352	KING NUT CASHEWS ROASTED & SALTED	2.5 oz	\$2.29
80003371	King Nut Health Mix	3.25oz	\$1.65
80003356	King Nut Sunflower Kernels 3.25oz	3.25oz	\$1.26
80003351	King Nut Honey Roasted Peanuts 2.5oz	2.5oz	\$0.94
80003373	King Nut Dried Fruit Tropical Blend 4 oz	4oz.	\$1.43
80006283	MOON LODGE POPCORN JALAPENO CHEDDAR	5 oz	\$2.10
736	GENERAL MILLS CHEX MIX BOLD 8.75 OZ	8.75 oz	\$6.10
80003408	King Nut Mixed Nut with Peanuts 10oz	10oz	\$4.22
80005605	Pampa BBQ Sauce Original	18 oz	\$2.46
6510	Mayonnaise 12pk Strip	12 pk. Strip	\$1.56

6513	SQUEEZUM MUSTARD REGULAR 4.5 G 12EA/strip	12-4.5G PACKETS	\$1.75
6514	SQUEEZUM KETCHUP REGULAR 9 G 12EA/Strip	12-9G PACKETS	\$1.42
6517	Squeezum's Hot Sauce 12pk strip	12-7g packets	\$0.85
80007067	COLONA GARLIC POWDER	2.5 oz	\$1.69
2587	Brushy Creek Pasta Sauce 4oz.	4oz	\$0.82
80008893	TRAILS BEST BEEF STICK BEEF & CHEESE 1 oz	1 oz	\$0.96
7992	Cactus Annie's 9.5oz. Hot Cheese Crunchy	9.5oz	\$2.77
902	Cactus Annie's Whole Enchilada Party Mix	11oz	\$3.11
80000003	FLAVOR FRESH HONEY 9G POUCH	ea	\$0.19
622	Squeezum's Grape Jelly 10pk	10-1oz packets	\$2.32
648	Squeezum's Strawberry Jelly 10pk	10-1oz packets	\$2.64
9366	QUAKER GRANOLA BAR CHOC CHIP .84 oz EACH	1 ea	\$0.91
4787	Squeezum Grape Jelly 1oz packets	1 oz	\$0.26
80	Keefe Creamy Peanut Butter 18oz	18oz	\$4.16
81	Keefe Chunky Peanut Butter 18oz	18oz	\$4.16
4535	Kraft Ranch Dressing Packet	1.5oz.	\$0.95
80007075	RISPARMIO CHEESE GRATED ITALIAN BLEND 3 OZ 12/CS PLASTIC BOTTLE	3 oz	\$3.08
9868	Salt Shaker 4oz.(All Plastic)	4oz	\$0.90
9881	Pepper Shaker 1.5oz (All Plastic)	1.5oz.	\$1.26
383	VAN HOLTEN PICKLE HOT PICKLE 9.6 OZ	9.6 oz	\$1.20
381	VAN HOLTEN PICKLE MILD DILL 9.6 OZ 12/CS POUCH CLEAR	9.6 oz	\$1.25
382	VAN HOLTEN PICKLE KOSHER ZESTY GARLIC 9.6 OZ	9.6 oz	\$1.19
6616	RALSTON INST OATMEAL REGULAR .98 OZ 12/BX	12 BX	\$3.42
355	CACTUS ANNIES JALAPENO PEPPERS SLICED W/ BRINE 12 OZ	12oz	\$3.28
93	TOKYO DINER SOY SAUCE	6 oz	\$2.04
2131	City Cow 4oz. Provolone Cheese Bar	4oz	\$2.90
3732	KEEFE KITCHENS MAYONNAISE REGULAR	18 oz	\$7.82
80009567	Doctor's Best MSM 1,000 MG	120 ct	\$16.81
80009568	Healthy Origins L Glutathione 500 MG	60 ct	\$37.82
80009376	GEN PROTEIN POWDER VEGETABLE 16 OZ	16 oz	\$24.37
80009442	Turmeric Curcumin Complex	60 ct	\$6.30
5070	Cactus Annie's 8oz ct. Plain Four Tortillas	8oz	\$2.20
7550	Moon Lodge Salted Peanuts 1.75oz	1.75oz	\$0.57
7551	Moon Lodge Hot Peanuts 1.75oz	1.75oz	\$0.62
80000495	Golden Valley Plain Bagel	4oz	\$0.78
80000496	Golden Valley Cinnamon Raisin Bagel	4oz	\$0.79
6190	HORMEL CHI CHIS TORTILLAS WHITE CORN 9 OZ	9 oz	\$2.97
3092	THAI PALACE NOODLES CHILI 3.7 OZ 24/CS WRAPPED CLEAR	3.7 oz	\$1.65
10271	MY KIND OF CHICKEN MEAL	1 ea	\$6.74
5119	ML Hot Hot Hot BBQ	6 oz	\$1.71
9783	Sevilla Refried Beans 8oz	8 oz	\$1.63
5939	Sevilla Chili Flavored Refried Beans/ Rice 4.4oz.	4.4 oz	\$1.09
4397	Fresh Catch Fish Steaks in Louisiana Hot Sauce 3.53oz.	3.53 oz	\$1.23
3718	BRUSHY CREEK SWEET CORN WHOLE KERNEL IN WATER	7 oz	\$1.83
4317	Fresh Catch Chunk Light Tuna 4.23 oz.	4.23 oz	\$4.83
5016901099	9' Extension Cord	1ea	\$2.92
5079501099	Mini Adapter Headphone Jack	1ea	\$1.67
5082901099	6' Headphone Cord	1ea	\$2.41
80009543	MADE WITH KRAFT CHEESE SNACK SHARP CHEDDAR 4 OZ CUP	4 oz	\$1.09
80009544	MADE WITH KRAFT CHEESE SNACK JALAPENO 4 OZ CUP	4 oz	\$1.09
80009743	HIGHLAND BEEF FARMS DELI BITES HONEY PEPPER TURKEY 4 OZ	4 oz	\$4.96
80009744	HIGHLAND BEEF FARMS DELI BITES BBQ BEEF 4 OZ	4 oz	\$4.96
80009782	Blue Magic Coconut Oil Conditioner 12oz	12 oz	\$4.34
80009612	MCKEE FOODS FIELDSTONE BAKERY SNACK CAKE OATMEAL CREME PIE 1.34 OZ EA	1 ea	\$0.36
80001444	MCKEE FOODS FIELDSTONE BAKERY BROWNIE FUDGE 2.15 OZ EA	1 ea	\$0.58
5020801001	Terry Cloth Headband	1ea	\$0.96
	Photo Ticket	1 ea	\$2.00
	Debitek Card	1 ea	\$1.00
20545	GOODSENSE COUGH DROPS CHERRY RESEALABLE BAG 30 CT	30 ct	\$1.09

24506	U S SAFETY TWEEZERS PLASTIC 4 IN	ea	\$0.78
80010778	GOODY BLACK PONYTAILER ELASTIC 4 MM 15/PK	15pk	\$2.60
178	CITY COW CHEESE BAR HOT PEPPER 4 OZ WRAPPED CLEAR	4 oz	\$3.22
175	CITY COW CHEESE BAR CHEDDAR 4 OZ WRAPPED CLEAR	4 oz	\$3.22
80009870	TOAST EMS TOASTER PASTRIES BROWN SUGAR CINNAMON 10.2 OZ	10.2 oz	\$2.97
80009871	TOAST EMS TOASTER PASTRIES STRAWBERRY 10.2 OZ	10.2 oz	\$2.97
80003392	MCKESSON IBUPROFEN 200 MG 2 PK	2 PK	\$0.35
80007342	AUSTIN SANDWICH CRACKERS TOASTED PB 8/BX, PLASTIC WRAPPED W/BOX	8 BX	\$1.24
80010523	MASCOTT PEANUT BUTTER CUPS 5 OZ	5 oz	\$3.47
80009822	PURE VIA SWEETENER GREEN 1 GM 40/BX	40 BX	\$3.22
80006956	CLASSIC COOKIE CHOC CHIP W/ HERSHEY KISSES 3 OZ	3 oz	\$2.63
10364	GOLDEN VALLEY CEREAL HONEY NUT TOASTED OATS 20 OZ	20 oz	\$6.89
80009066	HUY FONG SOUP SRIRACHA ORIGINAL RAMEN 3.88 OZ	3.88 oz	\$4.56
80006299	MARUCHAN YAKISOBA BBQ 4.12 OZ	4.12 oz	\$1.69
6108	SNYDERS PRETZELS BUFFALO WING PIECES 2.25 OZ	2.25 oz	\$1.73
80010462	SCOTTS CANDY BAR PECANBACKS 2.3 OZ	2.3 oz	\$1.78
80010463	SCOTT'S CANDY BAR DARK CHOCOLATE SEA SALT CARAMEL 2.4 OZ	2.4 oz	\$1.78
80010465	SCOTTS CANDY BAR CHOC ALMOND 2.4 OZ	2.4 oz	\$1.78
4489	HONEY MAID GRAHAM CRACKERS ORIGINAL 14.4 OZ	14.4 oz	\$6.44
80002308	TACO BELL SEASONING ORIGINAL 1 OZ	1 oz	\$1.24
80002591	ZAASCHILLA GUACAMOLE SAUCE 9.35 OZ	9.35 oz	\$3.47
80002259	MRS FRESHLEYS HONEY BUN JELLY SWIRL 4 OZ	4 oz	\$1.98
80010453	MASCOTT CANDY PEANUT CRUNCH BAR 1.65 OZ	1.65 oz	\$1.24
80002590	ZAASCHILLA CHIPOTLE SAUCE 9.35 OZ	9.35 oz	\$3.47
826349	Miconazole 7 (Generic Monistat)	1.59 oz	\$8.16
80008459	NATUREPLEX DOUCHE VINEGAR & WATER	(2) 4.5oz	\$2.24
80008644	Safe&Soft Regular Aborbency Tampons 20/Bx	20 ct	\$7.25
21065	PREFERENCE MAXI PAD REGULAR	24 ct	\$1.82
80000022	Charm-Tex Panty Liners 22 liners per bag, 24 bags per case	22ct	\$1.95
80010081	PREFERENCE MAXI PAD SUPER 22 CT WOMENS	22 ct	\$2.25
22359	Midol	16ct	\$3.85
80004841	TAMPAX TAMPONS SUPER ABSORBENCY UNSCENTED 40 CT	40 ct	\$7.50



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
to
Contract Number **200000001938**

CONTRACTOR	KEEFE COMMISSARY NETWORK LLC
	10880 Lin Page Place
	St. Louis, MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	CV0051139

STATE	Program Manager	Bernard Scott	MDOC
		517-241-8414	
	Contract Administrator	ScottB4@michigan.gov	
		Emily Fedewa	DTMB
		(517) 897-7321	
		fedewae3@michigan.gov	

CONTRACT SUMMARY				
PRISONER STORE AND FRIENDS AND FAMILY CARE PACKAGES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2020	September 30, 2023	3 - 1 Year		September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <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, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$95,700,000.00	\$0.00	\$95,700,000.00		
DESCRIPTION				
Effective June 27th, 2023 the following changes are hereby incorporated into this contract:				
1. The pricing on this contract is hereby updated, per revised attachment - Schedule B.				
2. The first option year available on this contract is hereby exercised. The revised contract expiration date is September 30th, 2024.				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

Item #	Alias #	Description	Current MDOC Price	New MDOC Price	% change
26	2021	26 - PARAMOUNT CREAMER NON-DAIRY 8 OZ 18/CS POUCH CLEAR RESEALABLE	\$ 1.79	\$ 1.83	2.23
80	6417	80 - KEEFE KITCHENS PEANUT BUTTER CREAMY 18 OZ 12/CS PLASTIC JAR CLEAR	\$ 3.98	\$ 4.20	5.53
81	6418	81 - KEEFE KITCHENS PEANUT BUTTER CRUNCHY 18 OZ 12/CS PLASTIC JAR CLEAR	\$ 3.98	\$ 4.20	5.53
381	6501	381 - VAN HOLTEN PICKLE MILD DILL 9.6 OZ 12/CS POUCH CLEAR	\$ 1.21	\$ 1.26	4.13
416	2028	416 - KEEFE TEA BAGS REGULAR 48/BX 24BX/CS WHITE BOX 48 CT	\$ 2.10	\$ 2.23	6.19
648	6371	648 - GEN JAM STRAWBERRY 1 OZ 20/10PKS/CS POUCH CLEAR	\$ 2.40	\$ 2.66	10.83
828	3280	828 - DELMONTE MIXED FRUIT IN SYRUP 4 OZ 4/PK 6PK/CS CLEAR PLASTIC CUP	\$ 5.73	\$ 5.97	4.19
1710	6172	1710 - BRUSHY CREEK CHILI NO BEANS 11.25 OZ 24/CS POUCH	\$ 4.19	\$ 4.43	5.73
1715	6176	1715 - BRUSHY CREEK BEEF BEEF STEW 11.25 OZ 24/CS POUCH	\$ 2.45	\$ 2.59	5.71
1721	6196	1721 - BRUSHY CREEK LASAGNA W/BEEF IN SAUCE 11.25 OZ 24/CS POUCH	\$ 3.70	\$ 3.83	3.51
2131	6543	2131 - CITY COW CHEESE BAR PROVOLONE 4 OZ 48/CS WRAPPED CLEAR	\$ 2.63	\$ 2.68	1.90
2587	6294	2587 - BRUSHY CREEK PASTA SAUCE ITALIAN STYLE 4 OZ 64/CS POUCH CLEAR PLASTIC	\$ 0.77	\$ 0.83	7.79
3701	2041	3701 - KEEFE DRINK MIX FRENCH VANILLA CAPPUCCINO 8 OZ 18/CS POUCH CLEAR RESEALABLE	\$ 2.14	\$ 2.22	3.74
3718	6741	3718 - BRUSHY CREEK SWEET CORN WHOLE KERNEL IN WATER 7 OZ 24/CS POUCH CLEAR WINDOW	\$ 1.74	\$ 1.85	6.32
4317	6826	4317 - FRESH CATCH CHUNKLIGHT TUNA IN WATER 4.23 OZ 48/CS POUCH	\$ 4.67	\$ 4.87	4.28
4492	3124	4492 - NABISCO RITZ SANDWICH CRACKERS PEANUT BUTTER 1.38 OZ 8/BX 14BX/CS 1 SRV PKG	\$ 0.95	\$ 1.24	30.53
4935	2664	4935 - VELVEETA MACARONI & CHEESE ORIGINAL 3 OZ 40/CS POUCH CLEAR WINDOW	\$ 1.31	\$ 1.34	2.29
5070	6600	5070 - CACTUS ANNIES TORTILLAS FLOUR 8 OZ 6CT 8 IN 48/CS BAG CLEAR RESEALABLE	\$ 2.13	\$ 2.22	4.23
5110	6101	5110 - MOON LODGE POTATO CHIPS STUFFED JALAPENO 6 OZ 16/CS BAG FOIL	\$ 2.02	\$ 2.33	15.35
5112	6165	5112 - MOON LODGE POTATO CHIPS BBQ 6 OZ 16/CS BAG FOIL	\$ 2.01	\$ 2.32	15.42
5113	6143	5113 - MOON LODGE POTATO CHIPS SOUR CREAM & ONION 6 OZ 16/CS BAG FOIL	\$ 1.54	\$ 1.78	15.58
5115	6081	5115 - MOON LODGE POTATO CHIPS RIPLE 6 OZ 16/CS BAG FOIL	\$ 1.54	\$ 1.78	15.58
5119	6698	5119 - MOON LODGE POTATO CHIPS HOT HOT HOT BBQ 6 OZ 16/CS BAG FOIL	\$ 1.49	\$ 1.73	16.11
5375	6201	5375 - MOON LODGE MICROWAVE POPCORN EXTRA BUTTER 2.8 OZ 90/CS CLEAR PLASTIC OVERWRAP	\$ 0.57	\$ 0.61	7.02
5378	6019	5378 - MOON LODGE MICROWAVE POPCORN KETTLE CORN 2.8 OZ 90/CS CLEAR PLASTIC OVERWRAP	\$ 0.46	\$ 0.49	6.52
6051	3332	6051 - MARKET SQUARE DONUT STICKS 10 OZ 6/BX 16BX/CS PAPER BOX	\$ 3.18	\$ 3.77	18.55
6052	3333	6052 - MARKET SQUARE PEANUT BUTTER WAFER 2PK 12 OZ 6/BX 24BX/CS PAPER BOX	\$ 3.18	\$ 4.01	26.10
6076	3007	6076 - MARKET SQUARE COOKIES DUPLEX CREMES 14 OZ 12/CS CLEAR PLASTIC OVERWRAP	\$ 2.54	\$ 3.11	22.44
6077	3033	6077 - MARKET SQUARE COOKIES PEANUT BUTTER CREMES 14 OZ 12/CS CLEAR PLASTIC OVERWRAP	\$ 2.37	\$ 2.91	22.78
6079	3008	6079 - MARKET SQUARE COOKIES CHOC CREME 14 OZ 12/CS CLEAR PLASTIC OVERWRAP	\$ 2.47	\$ 3.03	22.67
6510	6262	6510 - SQUEEZUM MAYONNAISE REGULAR 9 G PK-STRIP, 12EA/PK, 600EA/CS POUCH CLEAR	\$ 1.14	\$ 1.57	37.72
6513	6263	6513 - SQUEEZUM MUSTARD REGULAR 4.5 G 12EA/ST, 600EA/CS POUCH CLEAR	\$ 1.38	\$ 1.77	28.26
6514	6264	6514 - SQUEEZUM KETCHUP REGULAR 9 G 12EA/ST, 600EA/CS POUCH CLEAR	\$ 1.22	\$ 1.43	17.21
6517	6268	6517 - SQUEEZUM HOT SAUCE 7 G PK-STRIP, 12EA/PK, 600EA/CS POUCH CLEAR	\$ 0.77	\$ 0.86	11.69
7022	2015	7022 - KEEFE FREEZE DRIED COFFEE COLOMBIAN 3 OZ 24/CS POUCH CLEAR RESEALABLE	\$ 5.95	\$ 6.96	16.97
7037	2117	7037 - KEEFE HOT COCOA MINI MARSHMALLOW 10 OZ 18/CS POUCH CLEAR RESEALABLE	\$ 2.18	\$ 2.63	20.64
7525	6051	7525 - KEEFE KITCHENS RICE INST BROWN 6.5 OZ 18/CS POUCH CLEAR RESEALABLE	\$ 1.52	\$ 1.56	2.63
7683	6152	7683 - CHEETOS CHEESE CRUNCHY 9 OZ 15/CS BAG CLEAR WINDOW	\$ 3.45	\$ 3.69	6.96
7687	6198	7687 - CHEETOS CHEESE CRUNCHY FLAMIN HOT 8 OZ 16/CS BAG CLEAR WINDOW	\$ 2.51	\$ 2.69	7.17
7992	6348	7992 - CACTUS ANNIES CHEESE CRUNCHY HOT 9.5 OZ 20/CS BAG CLEAR WINDOW	\$ 2.25	\$ 2.79	24.00
7996	6117	7996 - CACTUS ANNIES CHEESE CRUNCHY REGULAR 11 OZ 20/CS BAG CLEAR WINDOW	\$ 2.34	\$ 2.91	24.36
9732	4046	9732 - MARS M&M PEANUT 5.3 OZ 12/CS BAG	\$ 3.87	\$ 3.99	3.10
9733	4047	9733 - MARS M&M PLAIN 5.3 OZ 12/CS BAG	\$ 3.87	\$ 3.99	3.10
9868	6497	9868 - DIAMOND CRYSTAL SALT DISPOSABLE 4 OZ 48/CS PLASTIC BOTTLE	\$ 0.76	\$ 0.91	19.74
10251	3060	10251 - MARKET SQUARE COOKIES LEMON CREME 14 OZ 12/CS PLASTIC BAG	\$ 3.14	\$ 3.85	22.61
10354	2740	10354 - DORITOS TORTILLA CHIPS COOL RANCH 8 OZ 8/CS BAG CLEAR WINDOW	\$ 2.53	\$ 2.71	7.11
10359	3342	10359 - GOLDEN VALLEY CEREAL RAISIN BRAN 20 OZ 12/CS	\$ 6.34	\$ 6.95	9.62
10360	3357	10360 - GOLDEN VALLEY CEREAL CINNAMON SQUARES 20 OZ 12/CS	\$ 5.40	\$ 5.92	9.63
10361	3358	10361 - GOLDEN VALLEY CEREAL FROSTED FLAKES 20 OZ 12/CS	\$ 4.63	\$ 5.07	9.50
10514	6151	10514 - DORITOS TORTILLA CHIPS NACHO CHEESE 8 OZ 8/CS BAG CLEAR WINDOW	\$ 2.56	\$ 2.74	7.03
10596	2044	10596 - PARAMOUNT CREAMER FRENCH VANILLA NON DAIRY 6.75 OZ 18/CS	\$ 2.29	\$ 2.36	3.06

10911	2596	10911 - MADE W/PHILLY CREAM CHEESE W/JALAPENOS 2 OZ 184/CS	\$ 0.68	\$ 0.70	2.94
10914	4865	10914 - SWEET BABY RAYS BBQ SAUCE ORIGINAL 1.5 OZ 60/CS POUCH	\$ 1.03	\$ 1.12	8.74
20068	0115	20068 - MENNEN SPEED STICK ANTIPERSPIRANT DEODORANT ULTIMATE SPORT 3 OZ 12/CS STICK MENS	\$ 3.02	\$ 3.78	25.17
20118	1219	20118 - PANASONIC BATTERIES D ALK 2 PK 48PK/CS	\$ 3.55	\$ 4.44	25.07
20215	1305	20215 - AVIATOR PLAYING CARDS PINOCHLE 12/CS	\$ 2.07	\$ 2.24	8.21
20224	5894	20224 - BIC PEN CRYSTAL 10/CS BLUE	\$ 2.47	\$ 2.64	6.88
20225	5898	20225 - BIC PEN CRYSTAL 10/CS BLACK	\$ 2.47	\$ 3.64	47.37
20816	0191	20816 - GOODSENSE ANTACID LIQUID LIKE MYLANTA MAXIMUM STRENGTH 12 OZ 12/CS	\$ 2.41	\$ 3.62	50.21
20841	0280	20841 - GOODSENSE SUNSCREEN LOTION SPF 30 4 OZ 12/CS	\$ 3.08	\$ 3.35	8.77
21126	0114	21126 - MENNEN SPEED STICK ANTIPERSPIRANT DEODORANT GEL ULTIMATE SPORT 3 OZ 12/CS STICK	\$ 3.02	\$ 3.78	25.17
21421	0579	21421 - MCKESSON ALLERGY GENERIC CHLOR TRIMEN 250PK/CS BOX	\$ 0.09	\$ 0.10	11.11
21430	0573	21430 - MCKESSON ANTACID TABLETS 420 MG 250PK/CS 2 PK	\$ 0.21	\$ 0.23	9.52
21434	0728	21434 - MEDIPROXEN GENERIC ALEVE 220 MG 100/CS	\$ 0.23	\$ 0.25	8.70
24322	0382	24322 - TOPS FILE FOLDER VELCRO STRAP LEGAL SIZE 50/CS BOX	\$ 1.90	\$ 2.14	12.63
24526	0614	24526 - MCKESSON ACETAMINOPHEN NON ASPIRIN REGULAR 325MG 250/CS 2 PK	\$ 0.09	\$ 0.10	11.11
40609	4110	40609 - CORNER STORE CANDY LEMON DROPS 4.25 OZ 60/CS PRINTED BAG	\$ 1.50	\$ 1.67	11.33
40629	4156	40629 - CORNER STORE CANDY VANILLA CARAMELS 3 OZ 60/CS PRINTED BAG	\$ 1.18	\$ 1.36	15.25
80000398	0395	80000398 - AMBI SOAP COMPLEXION CLEANSING BAR 3.5 OZ 24/CS	\$ 2.38	\$ 3.01	26.47
80000495	6610	80000495 - GOLDEN VALLEY BAGEL PLAIN 4 OZ 40/CS IND WRAPPED	\$ 0.75	\$ 0.79	5.33
80000496	6612	80000496 - GOLDEN VALLEY BAGEL CINNAMON RAISIN 4 OZ 40/CS IND WRAPPED	\$ 0.75	\$ 0.80	6.67
80000894	6148	80000894 - MOON LODGE POTATO CHIPS BUFFALO WING BLUE CHEESE 6 OZ 16/CS BAG FOIL	\$ 1.54	\$ 1.78	15.58
80001046	3010	80001046 - GRANDMAS COOKIES CHOC CHIP 2.5 OZ 60/CS	\$ 0.66	\$ 0.79	19.70
80001101	5940	80001101 - WET N WILD LIPSTICK .13 OZ 3/CS BREEZE WOMENS	\$ 0.85	\$ 1.11	30.59
80001444	7667	80001444 - FIELDSTONE BAKERY BROWNIE FUDGE 2.15 OZ 18EA/BK, 108EA/CS	\$ 0.56	\$ 0.59	5.36
80001724	2624	80001724 - BRUSHY CREEK TURKEY SUMMER SAUSAGE HONEY BROWN SUGAR 5 OZ 72/CS	\$ 2.10	\$ 2.16	2.86
80002463	4506	80002463 - CACTUS ANNIES PICANTE SAUCE REGULAR 11 OZ 12/CS PLASTIC BOTTLE	\$ 2.96	\$ 3.17	7.09
80003393	6069	80003393 - THE WHOLE SHABANG POTATO CHIPS EXTREME KETTLE COOKED 6 OZ 9/CS BAG FOIL	\$ 1.80	\$ 1.88	4.44
80003592	2134	80003592 - NEW LEAF HEALTH SHAKE CHOC 2 OZ 100/CS	\$ 2.48	\$ 2.62	5.65
80003593	2136	80003593 - NEW LEAF HEALTH SHAKE VANILLA 2 OZ 100/CS	\$ 2.48	\$ 2.62	5.65
80005365	6204	80005365 - DORITOS TORTILLA CHIPS SPICY SWEET CHILI 7.5 OZ 8/CS	\$ 3.01	\$ 3.22	6.98
80005478	0351	80005478 - GOODSENSE COLD RELIEF PLUS EFFERVESCENT TABLETS 12/CS 20 CT	\$ 5.91	\$ 6.20	4.91
80005739	2726	80005739 - DUCHESS CINNAMON ROLL 4 OZ 48/CS	\$ 1.00	\$ 1.09	9.00
80006232	0654	80006232 - GEISS GOOD SENSE PSYLLIUM POWDER SUGAR FREE NATURAL ORANGE 15 OZ 6/CS	\$ 6.91	\$ 7.97	15.34
80006283	6218	80006283 - MOON LODGE POPCORN JALAPENO CHEDDAR 5 OZ 16/CS BAG	\$ 1.91	\$ 2.12	10.99
80006632	4010	80006632 - MARS SNICKERS CHOC PEANUT 1.86 OZ 48EA/BX, 8BX/CS NO UPC	\$ 1.42	\$ 1.54	8.45
80006636	4040	80006636 - SKITTLES CANDY ORIGINAL 2.17 OZ 36EA/BX, 10BX/CS NO UPC	\$ 1.42	\$ 1.54	8.45
80006850	4431	80006850 - CLOVERHILL CHEESE DANISH STRAWBERRY 4.25 OZ 36/CS CLEAR PLASTIC WRAP	\$ 1.08	\$ 1.33	23.15
80007056	1705	80007056 - GOOD SENSE INSOLE DOUBLE FOAM CUT TO SIZE 48/CS MENS	\$ 3.28	\$ 3.61	10.06
80007114	2689	80007114 - DUCHESS DONUTS CHOC GEMS 3 OZ 72/CS SLEEVE 6 CT	\$ 1.50	\$ 1.67	11.33
80007119	3643	80007119 - DUCHESS DONUTS POWDERED SUGAR GEMS 3 OZ 72/CS SLEEVE 6 CT	\$ 1.50	\$ 1.67	11.33
80007674	0910	80007674 - GEN MASCARA MEGA PROTEIN .21 OZ 3/CS VERY BLACK	\$ 1.76	\$ 1.92	9.09
80008042	3023	80008042 - DORITOS TORTILLA CHIPS FLAMIN HOT 7.5 OZ 8/CS BAG CLEAR WINDOW	\$ 3.15	\$ 3.37	6.98
80008112	2506	80008112 - HAWAIIAN PUNCH DRINK MIX SF POLAR BLAST .88 OZ 8/BX, 96/CS	\$ 1.99	\$ 2.20	10.55
80008267	5563	80008267 - WET N WILD EYELINER MEGA LAST RETRACTABLE 3/PK, 144EA/CS BLACK	\$ 1.97	\$ 2.46	24.87
80008268	5505	80008268 - WET N WILD EYELINER MEGA LAST RETRACTABLE 3/PK, 144EA/CS DARK BROWN	\$ 1.97	\$ 2.46	24.87
80008622	4035	80008622 - HERSHEY REESES CANDY BAR PEANUT BUTTER CUPS 1.5 OZ 36/BX, 432/CS WRAPPED	\$ 1.44	\$ 1.56	8.33
80008663	1060	80008663 - BOARDROOM PAPER 50 CT PAD 8.5 X 11 72PD/CS WHITE	\$ 1.59	\$ 1.68	5.66
80008684	0680	80008684 - SUNDANCE MULTIVITAMIN ONE DAILY ESSENTIALS 60 CT 3EA/PK, 24EA/CS	\$ 2.11	\$ 2.19	3.79
80008954	0681	80008954 - SUNDANCE MULTIVITAMIN W/ IRON 60 CT 24/CS	\$ 2.84	\$ 3.13	10.21
80008976	4146	80008976 - CORNER STORE CANDY TONGUE TORCHERS 3 OZ 60/CS	\$ 0.85	\$ 1.00	17.65
80009093	2583	80009093 - SUNDANCE VITAMIN C 500 MG PLUS RH 90 CT 3EA/PK, 24EA/CS	\$ 2.52	\$ 2.68	6.35
80009185	4151	80009185 - CORNER STORE CANDY CHOOZ FRUIT CHEWS 3.25 OZ 60/CS	\$ 0.98	\$ 1.13	15.31
80009306	0674	80009306 - HALLS COUGH DROPS CHERRY 20EA/BX, 480EA/CS WRAPPED STICK 9 CT ROLL	\$ 1.25	\$ 1.40	12.00

80009328	3274	80009328 - MARKET SQUARE HONEY BUN ICED 4.75 OZ 36/CS CLEAR PLASTIC WRAP	\$ 1.15	\$ 1.25	8.70
80009543	7556	80009543 - MADE WITH KRAFT CHEESE SNACK SHARP CHEDDAR 4 OZ 72/CS CUP	\$ 1.04	\$ 1.10	5.77
80009544	7560	80009544 - MADE WITH KRAFT CHEESE SNACK JALAPENO 4 OZ 72/CS CUP	\$ 1.04	\$ 1.10	5.77
80009556	4019	80009556 - ATKINSON CANDY CHICK-O-STICK 1.6 OZ 288/CS WRAPPED CLEAR	\$ 1.33	\$ 1.46	9.77
80009599	0042	80009599 - CORNER STORE CANDY PEACH RINGS 3 OZ 60/CS	\$ 2.00	\$ 2.68	34.00
80009600	4024	80009600 - CORNER STORE CANDY SOUR WATERMELON SLICES 3 OZ 60/CS	\$ 1.22	\$ 1.79	46.72
80009612	7666	80009612 - FIELDSTONE BAKERY SNACK CAKE OATMEAL CREME PIE 1.34 OZ 12EA/PK, 192EA/CS	\$ 0.35	\$ 0.36	2.86
80010112	4530	80010112 - QUALITY PARK ENVELOPE JUMBO CATALOG KRAFT 15 X 20 25/BX, 100/CS BROWN	\$ 1.25	\$ 1.33	6.40
5077401099	1255	5077401099 - KOSS EARBUD KE5K STEALTH EA BLACK (SecurePak ONLY)	\$ 6.18	\$ 6.49	5.02

Item #	Alias #	Description	MDOC Price
ITEMS TO BE REMOVED			
20240	1010	Unisource Envelope #10, White, 4 1/8" x 9 1/2" Legal - non metered	\$0.10
22962	0616	Bayer Aspirin (325mg) 2pk	\$0.32
21330	0770	Toilet Paper 1Ply 1000Sheets/Roll	\$0.83
20273	0491	Soap Dish	\$0.45
721	6219	GENERAL MILLS CHEX MIX TRADITIONAL 8.75 OZ 12/CS WRAPPED	\$5.42
10704	2038	MAXWELL HOUSE COFFEE DARK ROAST ESPRESSO 4 oz	\$9.57
80007922	2574	STARBURST DRINK MIX ALL PINK STRAWBERRY .43 OZ 6/BX,	\$2.26
428	2128	Bigelow 6 Assorted Tea Bags 18 count	\$3.99
911	6150	Cactus Annie's Nacho Tortilla Chips 10oz.	\$3.57
80003053	6068	THE WHOLE SHABANG PORK RINDS	\$1.75
10365	4210	GOLDEN VALLEY CEREAL FRUIT ROLL	\$6.95
931	6692	931 - CACTUS ANNIES CHEESE PUFFS 10 OZ 12/CS BAG CLEAR WINDOW	\$2.85
80008221	3380	CHEEZ IT CRACKERS HOT & SPICY 7 OZ	\$4.50
80007519	6398	Misson Jalapeno Tortillas 6ct	\$3.61
21748	0506	COLGATE TOOTHPASTE 2 IN 1 WHITENING ICY BLAST 4.6 OZ 12/CS	\$4.33
80008618	4409	LIBBYS VEGETABLES SWEET PEAS 4 OZ 4EA/PK, 24EA/CS PLASTIC CUP	\$4.73
4888	6296	JACK LINKS BEEF JERKY ORIGINAL .9 OZ 48/CS POUCH CLEAR WINDOW	\$2.52
7906	3561	BRIDGFORD SAUSAGE CHORIZO 3.5 OZ 30/CS PLASTIC SLEEVE	\$4.16
80004852	2138	DISC-CRYSTAL LIGHT DRINK STICK SPECIAL PK SF VARIETY FLAVORS 6/PK 120 PKS/CS	\$2.04

Item #	Alias #	Description	MDOC Price
ITEMS TO BE ADDED			
80010106	1010	ISLAND BRAND ENVELOPE # 10 500/BX, 2500/CS	\$0.10
21428	0616	MCKESSON ASPIRIN 325 MG 250PK/CS 2 PK	\$0.32
80010130	1818	RIGHT CHOICE TOILET TISSUE 2 PLY 96/CS 500 SHEETS PER ROLL	\$0.83
20272	0490	AMERICAN COMB SOAP DISH HINGED 12/CS	\$0.45
736	6223	GENERAL MILLS CHEX MIX BOLD 8.75 OZ 12/CS WRAPPED	\$6.15
10963	2045	Folgers 4oz Resealable	\$9.00
80009475	2574	CRUSH DRINK STICKS SF TROPICAL VARIETY PACK 2.86 OZ 6/CS 30 CT	\$9.00
6627	2183	LIPTON TEA BAGS GREEN W/LEMON GINSENG 1.1 OZ 6/CS 20 CT BOX POUCH PAPER	\$4.25
910	6150	CACTUS ANNIES TORTILLA CHIPS ROUND 12 OZ 12/CS BAG CLEAR WINDOW	\$4.50
6905	6068	COMBOS PEPPERONI PIZZA 6.3 OZ 12/CS BAG	\$6.25
80007759	0906	KELLOGGS CEREAL ASSORTED FUN PAK 8.56 OZ 12/CS	\$8.50
10525	6692	RUFFLES POTATO CHIPS CHEDDAR & SOUR CREAM 5.5 OZ 15/CS BAG FOIL	\$3.75
80009547	3110	KELLOGGS CRACKERS CLUB 12.5 OZ 12/CS	\$6.25
6190	6398	HORMEL CHI CHIS TORTILLAS WHITE CORN 9 OZ 12/CS BAG	\$3.00
80002783	0521	COLGATE WHITENING TOOTHPASTE BAKING SODA & PEROXIDE 6 OZ 24/CS FROSTY MINT	\$5.25
80001639	4951	OVAEASY EGG CRYSTALS 2 OZ 48/CS	\$5.86
80009744	7649	HIGHLAND BEEF FARMS DELI BITES BBQ BEEF 4 OZ 18/CS	\$5.00
80009743	7646	HIGHLAND BEEF FARMS DELI BITES HONEY PEPPER TURKEY 4 OZ 18/CS	\$5.00
80008034	3644	WYLLERS ISLAND PUNCH DRINK MIX SF RADICAL LEMON BERRY 1.18 OZ 10/BX, 120/CS	\$2.20
80008444	0912	BUTTERFINGER CANDY BAR FUN SIZE 10.2 OZ 12/CS	\$9.00
80009887	0913	NEW LEAF MEAL REPLACEMENT PROTEIN STRAWBERRY 2.54OZ 100/CS	\$6.35



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
to
Contract Number **200000001938**

CONTRACTOR	KEEFE COMMISSARY NETWORK LLC
	10880 Lin Page Place
	St. Louis, MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	CV0051139

STATE	Program Manager	Bernard Scott	MDOC
		517-241-8414	
	Contract Administrator	ScottB4@michigan.gov	
		Emily Fedewa	DTMB
		(517) 897-7321	
		fedewae3@michigan.gov	

CONTRACT SUMMARY				
PRISONER STORE AND FRIENDS AND FAMILY CARE PACKAGES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2020	September 30, 2023	3 - 1 Year		September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$95,700,000.00	\$0.00		\$95,700,000.00	
DESCRIPTION				
Effective January 13, 2023, pricing on the 158 items listed below is hereby updated.				
Please note the Contract Administrator has been changed to Emily Fedewa.				
FedewaE3@michigan.gov 517-897-7321				
All other terms, conditions, specifications and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement approval.				

Item	Alias	Desc	New Price/EA
20118	1219	20118 - PANASONIC_BATTERIES_D ALK_2 PK_48PK/CS__	\$ 3.55
6616	6504	6616 - RALSTON_INST OATMEAL_REGULAR_.98 OZ_12/BX 12BX/CS_BOX__	\$ 3.45
10359	3342	10359 - GOLDEN VALLEY_CEREAL_RAISIN BRAN_20 OZ_12/CS	\$ 6.34
10360	3357	10360 - GOLDEN VALLEY_CEREAL_CINNAMON SQUARES_20 OZ_12/CS__	\$ 5.40
10365	4210	10365 - GOLDEN VALLEY_CEREAL_FRUIT ROLL_20 OZ_12/CS__	\$ 6.34
10361	3358	10361 - GOLDEN VALLEY_CEREAL_FROSTED FLAKES_20 OZ_12/CS__	\$ 4.63
80008118	3197	80008118 - KELLOGGS_POP TARTS_FROSTED STRAWBERRY_13.5 OZ_12/CS	\$ 3.27
80008122	3234	80008122 - KELLOGGS_POP TARTS_CHOC CHIP_13.5 OZ_12/CS	\$ 3.27
2131	6543	2131 - CITY COW_CHEESE BAR_PROVOLONE_4 OZ_48/CS_WRAPPED CLEAR__	\$ 2.63
7022	2015	7022 - KEEFE_FREEZE DRIED COFFEE_COLOMBIAN_3 OZ_24/CS_POUCH CLEAR	\$ 5.95
7024	2011	7024 - KEEFE_FREEZE DRIED COFFEE_DECAF COLOMBIAN_3 OZ_24/CS_POUCH	\$ 5.30
10243	2282	10243 - KEEFE_COFFEE_ALTURO BLEND_3 OZ_24/CS__	\$ 5.43
10704	2038	10704 - MAXWELL HOUSE_COFFEE_DARK ROAST ESPRESSO_4 OZ	\$ 9.57
80008352	3659	80008352 - MAXWELL HOUSE_COFFEE_SELECT ROAST_8 OZ_18/CS	\$ 11.20
26	2021	26 - PARAMOUNT_CREAMER_NON-DAIRY_8 OZ_18/CS_POUCH CLEAR RESEAL	\$ 1.79
3732	6545	3732 - KEEFE KITCHENS_MAYONNAISE_REGULAR_18 OZ_12/CS_PLASTIC BOT	\$ 7.89
4535	6421	4535 - KRAFT_SALAD DRESSING_RANCH_1.5 OZ_60/CS_PORTION CONTROL PK	\$ 0.87
80005605	6249	80005605 - PAMPA_BARBECUE SAUCE_ORIGINAL_18 OZ_12/CS_PLASTIC BOT	\$ 2.48
416	2028	416 - KEEFE_TEA BAGS_REGULAR_48 CT_48/BX 24BX/CS_WHITE BOX__	\$ 2.10
29072	964	29072 - GALLANT_THINKING OF YOU CARD_WOOD WIND_6/CS__	\$ 1.13
20024	1	20024 - CRAWFORD_SHAMPOO_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR BOT	\$ 0.99
20025	2	20025 - CRAWFORD_CONDITIONER_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR	\$ 1.08
20188	90	20188 - FRESHSCENT_SHAMPOO & CONDITIONER_.34 OZ_1000/CS_PKT__	\$ 0.09
24316	5227	24316 - AMERFRESH_SHAMPOO_DANDRUFF_.35 OZ_100/BX 10BX/CS_PKT__	\$ 0.10
24936	355	24936 - ELEMENTZ_SHAMPOO_THICK_15 OZ_12/CS__	\$ 3.85
24938	362	24938 - ELEMENTZ_SHAMPOO_DANDRUFF ALMOND SHEA_15 OZ_12/CS__	\$ 4.34
24939	358	24939 - ELEMENTZ_CONDITIONER_ALMOND/SHEA_15 OZ_12/CS__	\$ 3.21
24941	363	24941 - ELEMENTZ_GEL_FIRM HOLD_15 OZ_12/CS__	\$ 4.44
80003592	2134	80003592 - NEW LEAF_HEALTH SHAKE_CHOC_2 OZ_100/CS__	\$ 2.48
80003593	2136	80003593 - NEW LEAF_HEALTH SHAKE_VANILLA_2 OZ_100/CS__	\$ 2.48
4935	2664	4935 - VELVEETA_MACARONI & CHEESE_ORIGINAL_3 OZ_40/CS_POUCH CLEA	\$ 1.31
20256	1056	20256 - BECKER GLOVE_ADDRESS BOOK_SMALL_36/CS__	\$ 0.86
80008663	1060	80008663 - BOARDROOM_PAPER_50 CT PAD_8.5 X 11_72PD/CS_WHITE_	\$ 1.59
20459	537	20459 - FRESHMINT_TOOTHPASTE_.85 OZ_720/CS__	\$ 0.17
21596	784	21596 - STAYDENT_DENTURE ADHESIVE_CREAM_2.4 OZ	\$ 4.92
21613	437	21613 - FRESHMINT_TOOTHPASTE_GEL_.28 OZ_1000/CS_PKT_CLEAR_	\$ 0.10
24125	590	24125 - FRESHMINT_DENTURE TABLET_40 CT_40/BX 24BX/CS__	\$ 3.04
22359	3676	22359 - MIDOL_MENSTRUAL TABS_MAX STRENGTH_16 CT_36/CS__	\$ 3.85
24725	260	24725 - CAREALL_MUSCLE RUB_LIKE BENGAY_3 OZ_12/BX 6BX/CS__	\$ 2.12
80	6417	80 - KEEFE KITCHENS_PEANUT BUTTER_CREAMY_18 OZ_12/CS_PLASTIC JAR C	\$ 3.98
81	6418	81 - KEEFE KITCHENS_PEANUT BUTTER_CRUNCHY_18 OZ_12/CS_PLASTIC JAR	\$ 3.98
80009330	6500	80009330 - KAISER_PICKLE_HOT DILL_7 OZ_12/CS_POUCH	\$ 1.16
80009331	6501	80009331 - KAISER_PICKLE_DILL_7 OZ_12/CS_POUCH	\$ 1.21
80009332	6502	80009332 - KAISERS PICKLE KOSHER DILL EXTRA GARLIC 7 OZ	\$ 1.15
1710	6172	1710 - BRUSHY CREEK_CHILI_NO BEANS_11.25 OZ_24/CS_POUCH__	\$ 4.19

1711	6173	1711 - BRUSHY CREEK_CHILI_W/BEANS_11.25 OZ_24/CS_POUCH__	\$ 3.55
1712	6174	1712 - BRUSHY CREEK_CHILI_HOT W/BEANS_11.25 OZ_24/CS_POUCH__	\$ 3.53
1715	6176	1715 - BRUSHY CREEK_BEEF_BEEF STEW_11.25 OZ_24/CS_POUCH__	\$ 2.45
5360	6195	5360 - BRUSHY CREEK_PREMIUM CHICKEN BREAST_DICED_4.5 OZ_24/CS_POU	\$ 4.93
80007226	6055	80007226 - MAMA MARYS_PIZZA KIT_CRUST W/SAUCE PKT_7 IN 10 OZ_EA EC	\$ 4.18
7239	6060	7239 - MIDAMAR_BEEF SUMMER SAUSAGE_HALAL_5 OZ_40/CS_WRAPPER__	\$ 3.01
20571	341	20571 - FRESHSCENT_SHAVE CREAM_.25 OZ_1000/CS_PKT__	\$ 0.07
24905	306	24905 - FRESHSCENT_AFTER SHAVE_ALCOHOL FREE_4 OZ_60/CS____	\$ 3.81
21330	770	21330 - ESSENDANT_TOILET PAPER_1 PLY_1000 SHEETS_96/CS	\$ 0.83
20028	210	20028 - CRAWFORD_LOTION_SKIN CARE_4 OZ_72/CS_CLEAR BOTTLE__	\$ 0.62
20033	215	20033 - CRAWFORD_LOTION_COCOA BUTTER_4 OZ_72/CS_CLEAR BOTTLE__	\$ 0.53
20474	840	20474 - NEW WORLD IMPORTS_SHOWER CAP____500EA/BX, 2000EA/CS____	\$ 0.08
21594	435	21594 - FRESHSCENT_LOTION_HAND & BODY_.25 OZ_1000/CS_PKT__	\$ 0.06
21725	123	21725 - CRAWFORD_DEODORANT_PUSH UP_.5 OZ_144/CS_STICK_CLEAR__	\$ 0.43
21821	391	21821 - FRESHSCENT_DEODORANT_GEL_.12 OZ_1000/CS_PKT__	\$ 0.10
24967	212	24967 - INFUZED_LOTION_DLY BDY COCONUT LIME_15 OZ_12/CS____	\$ 3.39
24968	214	24968 - INFUZED_LOTION_COCOA SHEA BODY_15 OZ_12/CS____	\$ 2.59
26044	208	26044 - TONE_LOTION_CCB HAND & BODY_12 OZ_6/CS____	\$ 4.65
26045	203	26045 - DIAL_LOTION_ADVANCED THERAPY_12 OZ_6/CS____	\$ 4.04
828	3280	828 - DELMONTE_MIXED FRUIT_IN SYRUP_4 OZ_4/PK 6PK/CS_CLEAR PLASTIC	\$ 5.73
902	6349	902 - CACTUS ANNIES_PARTY MIX_WHOLE ENCHILADA_11 OZ_12/CS_BAG CL	\$ 3.14
911	6150	911 - CACTUS ANNIES_TORTILLA CHIPS_NACHO CHEESE_10 OZ_12/CS_BAG CL	\$ 3.57
931	6692	931 - CACTUS ANNIES_CHEESE PUFFS_10 OZ_12/CS_BAG CLEAR WINDOW__	\$ 2.26
2381	3309	2381 - KELLOGGS_RICE KRISPIE_ORIGINAL_1.3 OZ_80/CS____	\$ 0.94
5110	6101	5110 - MOON LODGE_POTATO CHIPS_STUFFED JALAPENO_6 OZ_16/CS_BAG F	\$ 2.02
5112	6165	5112 - MOON LODGE_POTATO CHIPS_BBQ_6 OZ_16/CS_BAG FOIL__	\$ 2.01
5113	6143	5113 - MOON LODGE_POTATO CHIPS_SOUR CREAM & ONION_6 OZ_16/CS_BA	\$ 1.54
5115	6081	5115 - MOON LODGE_POTATO CHIPS_RIPPLE_6 OZ_16/CS_BAG FOIL__	\$ 1.54
5119	6698	5119 - MOON LODGE_POTATO CHIPS_HOT HOT HOT BBQ_6 OZ_16/CS_BAG F	\$ 1.49
6069	4429	6069 - MARKET SQUARE_WAFER_SF STRAWBERRY CREME_2.75 OZ	\$ 1.92
6051	3332	6051 - MARKET SQUARE_DONUT_STICKS_10 OZ_6/BX 16BX/CS_PAPER BOX__	\$ 3.18
6052	3333	6052 - MARKET SQUARE_PEAUT BUTTER WAFER_2PK_12 OZ_6/BX 24BX/CS_	\$ 3.18
6071	3040	6071 - MARKET SQUARE_COOKIES_ICED OATMEAL_6 OZ_46/CS_CLEAR PLAST	\$ 1.75
6073	3050	6073 - MARKET SQUARE_COOKIES_CHOC CHIP_16 OZ_12/CS_CLEAR PLASTIC	\$ 5.28
6076	3007	6076 - MARKET SQUARE_COOKIES_DUPLEX CREMES_14 OZ_12/CS_CLEAR PLA	\$ 2.54
6077	3033	6077 - MARKET SQUARE_COOKIES_PEAUT BUTTER CREMES_14 OZ_12/CS_C	\$ 2.37
6079	3008	6079 - MARKET SQUARE_COOKIES_CHOC CREME_14 OZ_12/CS_CLEAR PLASTI	\$ 2.47
7550	6606	7550 - MOON LODGE_PEAUTS_ROASTED & SALTED_1.75 OZ_60/CS_BAG CL	\$ 0.58
7551	6607	7551 - MOON LODGE_PEAUTS_HOT HOT HOT_1.75 OZ_60/CS_BAG CLEAR W	\$ 0.63
7687	6198	7687 - CHEETOS_CHEESE CRUNCHY_FLAMIN HOT_8 OZ_16/CS_BAG CLEAR W	\$ 2.51
7914	3107	7914 - GOLDEN VALLEY_CRACKERS_SALTINE_16 OZ_4/BX 24BX/CS_PAPER BO	\$ 2.43
80010068	6171	CACTUS ANNIES_CORN CHIPS_HOT_12 OZ_10/CS	\$ 2.58
7992	6348	7992 - CACTUS ANNIES_CHEESE CRUNCHY_HOT_9.5 OZ_20/CS_BAG CLEAR W	\$ 2.25
7996	6117	7996 - CACTUS ANNIES_CHEESE CRUNCHY_REGULAR_11 OZ_20/CS_BAG CLEA	\$ 2.34
9590	3115	9590 - CHEEZ-IT_CRACKERS_1.5 OZ_60/CS____	\$ 0.94
9732	4046	9732 - MARS_M&M_PEAUT_5.3 OZ_12/CS_BAG__	\$ 3.87
9733	4047	9733 - MARS_M&M_PLAIN_5.3 OZ_12/CS_BAG__	\$ 3.87

10251	3060	10251 - MARKET SQUARE_COOKIES_LEMON CREME_14 OZ_12/CS_PLASTIC BA	\$ 3.14
10354	2740	10354 - DORITOS_TORTILLA CHIPS_COOL RANCH_8 OZ_8/CS_BAG CLEAR WIN	\$ 2.53
10514	6151	10514 - DORITOS_TORTILLA CHIPS_NACHO CHEESE_8 OZ_8/CS_BAG CLEAR W	\$ 2.56
40607	4150	40607 - CORNER STORE_CANDY_SOUR FRUIT BALLS_4.25 OZ_48/CS_PRINTED	\$ 1.42
40629	4156	40629 - CORNER STORE_CANDY_VANILLA CARAMELS_3 OZ_60/CS_PRINTED B	\$ 1.18
40677	4152	40677 - CORNER STORE_CANDY_ALL-STARs_3.75 OZ_48/CS_POUCH CLEAR	\$ 1.07
80000894	6148	80000894 - MOON LODGE_POTATO CHIPS_BUFFALO WING BLUE CHEESE_6 O	\$ 1.54
80001046	3010	80001046 - GRANDMAS_COOKIES_CHOC CHIP_2.5 OZ_60/CS	\$ 0.66
80003351	6216	80003351 - KING NUT_PEANUTS_HONEY ROASTED_2.5 OZ_60/CS	\$ 0.95
80003356	6214	80003356 - KING NUT_SUNFLOWER KERNELS_ROASTED & SALTED_3.25 OZ_6	\$ 1.27
80003371	6213	80003371 - KING NUT_SNACK MIX_HEALTHY_3.25 OZ_48/CS	\$ 1.66
80003373	6217	80003373 - KING NUT_SNACK MIX_TROPICAL_4 OZ_48/CS	\$ 1.44
80003393	6069	80003393 - THE WHOLE SHABANG_POTATO CHIPS_EXTREME KETTLE COOKED	\$ 1.80
80005365	6204	80005365 - DORITOS_TORTILLA CHIPS_SPICY SWEET CHILI_7.5 OZ_8/CS	\$ 3.01
80005556	4166	80005556 - CORNER STORE_CANDY_NEON WORMS_4 OZ_60/CS_BAG	\$ 1.78
80006283	6218	80006283 - MOON LODGE_POPCORN_JALAPENO CHEDDAR_5 OZ_16/CS_BAG	\$ 1.91
80006632	4010	80006632 - MARS_SNICKERS_CHOC PEANUT_1.86 OZ_48EA/BX, 8BX/CS_NO U	\$ 1.42
80006636	4040	80006636 - SKITTLES_CANDY_ORIGINAL_2.17 OZ_36EA/BX, 10BX/CS_NO UPC	\$ 1.42
80006850	4431	80006850 - CLOVERHILL_CHEESE DANISH_STRAWBERRY_4.25 OZ_36/CS_CLEA	\$ 1.08
80007341	3223	80007341 - AUSTIN_SANDWICH CRACKERS_PB ON CHEESE_8/BX, 12BX/CS_PL	\$ 0.76
80007535	3141	80007535 - GAMESA_CRACKERS_CRACK-ETS_3.45 OZ_24/CS	\$ 0.86
80008041	4145	80008041 - CORNER STORE_CANDY_STARLIGHT MINTS_3.75 OZ_48/CS_BAG	\$ 0.85
80008042	3023	80008042 - DORITOS_TORTILLA CHIPS_FLAMIN HOT_7.5 OZ_8/CS_BAG CLEAR	\$ 3.15
80008177	3388	80008177 - NUTRIGRAIN_CEREAL BAR_APPLE CINNAMON_1.3 OZ	\$ 0.56
80008178	3257	80008178 - NUTRIGRAIN_CEREAL BAR_STRAWBERRY_1.3 OZ_96/CS	\$ 0.56
80008179	3389	80008179 - Kellogg's Nutri-Grain Cereal Bar Blueberry, 1.3 oz.	\$ 0.56
80008582	4407	80008582 - LIBBYS_PEA AND CARROTS_4 OZ_4EA/PK, 24EA/CS_PLASTIC CUP	\$ 4.73
80008618	4409	80008618 - LIBBYS_VEGETABLES_SWEET PEAS_4 OZ_4EA/PK, 24EA/CS_PLAST	\$ 4.73
80008622	4035	80008622 - HERSHEY REESES_CANDY BAR_PEAUT BUTTER CUPS_1.5 OZ	\$ 1.44
80008925	4410	80008925 - LIBBYS_VEGETABLE_CUT GREEN BEANS_4 OZ_4EA/PK, 6PK/CS_CU	\$ 4.73
80008976	4146	80008976 - CORNER STORE_CANDY_TONGUE TORCHERS_3 OZ_60/CS_	\$ 0.85
80009185	4151	80009185 - CORNER STORE_CANDY_CHOOZ FRUIT CHEWS_3.25 OZ	\$ 0.98
80009303	3052	80009303 - MARKET SQUARE_COOKIES_VANILLA WAFERS_12 OZ_12/CS	\$ 2.61
80009556	4019	80009556 - ATKINSON_CANDY_CHICK-O-STICK_1.6 OZ_288/CS_WRAPPED CLE	\$ 1.33
24942	361	24942 - ELEMENTZ_BODY WASH_3 IN 1 COCO LIME_15 OZ_12/CS_	\$ 4.63
24943	336	24943 - ELEMENTZ_BODY WASH_SEA MINERALS_15 OZ_12/CS_	\$ 3.77
24945	335	24945 - ELEMENTZ_BODY WASH_SEA ALGAE EXT_15 OZ_12/CS_	\$ 4.45
4	6034	4 - MARUCHAN_INST LUNCH_HOT CA VEGETABLE_2.25 OZ_12/CS_CUP_	\$ 0.91
5	6033	5 - MARUCHAN_INST LUNCH_CAJUN/CHILI PIQUIN/SHRIMP_2.25 OZ_12/CS_C	\$ 0.91
8	6046	8 - MARUCHAN_RAMEN_CHICKEN_3 OZ_24/CS_PILLOW PK CLEAR WINDOW_	\$ 0.53
9	6048	9 - MARUCHAN_RAMEN_BEEF_3 OZ_24/CS_PILLOW PK CLEAR WINDOW_	\$ 0.53
10	6026	10 - MARUCHAN_RAMEN_CHILI_3 OZ_24/CS_PILLOW PK CLEAR WINDOW_	\$ 0.53
13	6018	13 - MARUCHAN_RAMEN_TX BEEF_3 OZ_24/CS_PILLOW PK CLEAR WINDOW_	\$ 0.53
18	6013	18 - MARUCHAN_RAMEN_CAJUN CHICKEN_3 OZ_24/CS_PILLOW PK CLEAR WI	\$ 0.53
1327	6015	1327 - MARUCHAN_RAMEN_ROAST CHICKEN_3 OZ_24/CS_PILLOW PK_	\$ 0.53
1328	6014	1328 - MARUCHAN_RAMEN_ROAST BEEF_3 OZ_24/CS_PILLOW PK_	\$ 0.53
6644	6065	6644 - MARUCHAN_RAMEN_CHICKEN LOW SODIUM_3 OZ_24/CS_PILLOW PK	\$ 0.53

6646	6067	6646 - MARUCHAN_RAMEN_CHILI LOW SO_3 OZ_24/CS___	\$ 0.53
80000891	6094	80000891 - MARUCHAN VEGETABLE RAMEN HOT & SPICY LOW SODIUM	\$ 0.53
5070	6600	5070 - CACTUS ANNIES_TORTILLAS_FLOUR_8 OZ 6CT 8 IN_48/CS_BAG CLEAR	\$ 2.13
80007519	6398	80007519 - MISSION_TORTILLAS_JALAPENO CHEDDAR_15 OZ 6CT 10 IN_6/CS	\$ 3.61
80010081		PREFERENCE_MAXI PAD_SUPER_12/CS_22 CT__WOMENS	\$ 2.25

14 items transitioned to new item with price increase			
Item	Alias	Desc	New Price/EA
80009904		City Cow Smokey Bacon Cheddar Cheese Stick 4oz 48/CS	\$ 3.28
80009820		EQUAL_SWEETENER_PINK_1 GM_100/BX, 12BX/CS	\$ 2.75
80009825		80009825 - QUAKER_INST OATMEAL_VARIETY PK_1.51 OZ_8EA/PK, 96EA/CS	\$ 3.80
9366		QUAKER_GRANOLA BAR_CHOC CHIP_6.72 OZ_8/BX 12BX/CS___EACH	\$ 0.92
40609		CORNER STORE_CANDY_LEMON DROPS_4.25 OZ_60/CS_PRINTED BAG	\$ 1.50
4492		NABISCO RITZ_SANDWICH CRACKERS_Peanut Butter_1.38 OZ_8/BX 14BX/C	\$ 0.95
80010071	1042	80010071 - QUALITY PARK_ENVELOPE_SELF SEAL BROWN KRAFT_10 X 15_250	\$ 0.65
1721	TBD	1721 - BRUSHY CREEK_LASAGNA_W/BEEF IN SAUCE_11.25 OZ_24/CS_POUCH	\$ 3.70
80009599		80009599 - CORNER STORE_CANDY_Peach Rings_3 OZ_60/CS	\$ 2.00
80008211		CHEEZ IT_CRACKERS_HOT & SPICY_7 OZ_12/CS	\$ 4.50
80003420		GOODSENSE_COUGH DROPS_MENTHOL_24/CS_30 CT BAG	\$ 1.10
80004841		TAMPAX_TAMPONS_SUPER ABSORBENCY UNSCENTED__12/CS_40 CT	\$ 7.50
80008644		Safe&Soft Regular Aborbency Tampons 20/Bx)	\$ 7.25
80009857		GOODSENSE_COUGH DROPS_SF HONEY LEMON__24/CS_25 CT__	\$ 1.85



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **2**
 to
 Contract Number **200000001938**

CONTRACTOR	KEEFE COMMISSARY NETWORK LLC
	10880 Lin Page Place
	St. Louis, MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	CV0051139

STATE	Program Manager	Bernard Scott	MDOC
		517-241-8414	
		ScottB4@michigan.gov	
	Contract Administrator	Jillian Yeates	DTMB
		(517) 275-1131	
		yeatesj@michigan.gov	

CONTRACT SUMMARY				
PRISONER STORE AND FRIENDS AND FAMILY CARE PACKAGES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
October 1, 2020	September 30, 2023	3 - 1 Year	September 30, 2023	
PAYMENT TERMS		DELIVERY TIMEFRAME		
Net 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input checked="" type="checkbox"/> PRC <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"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$95,700,000.00	\$0.00	\$95,700,000.00		
DESCRIPTION				
Effective July 5, 2022, the Contract has been amended as follows:				
1. Schedule B Pricing is hereby deleted and replaced with the attached Revised Schedule B Pricing, Schedule B – Attachment 1, and Schedule B – Attachment 2.				
2. Schedule A, Section 2. Accounting and Commission Reconciliation, Subsection B, is hereby deleted and replaced with the following:				
B. To maintain existing budgets for programs, services, and full-time employees, the PBF will be as follows:				
i. 0% PBF Commission rate (reduced from 19%) for items that are categorized as health, hygiene, and over-the-counter. Commissions are also not collected on vending machine card sales, photo tickets, metered stamp envelopes, and any additional items that may be identified by MDOC.				
ii. 15% PBF Commission rate (reduced from 19%) for all other items.				

When applicable the PBF Commission fees collected, transaction fees billed and/or commissions earned will be provided to the State in the same manner as specified in Section 2.B, Section 10, and subsection 10.J.

3. The Contract Administrator has been changed to Jillian Yeates, yeatesj@michigan.gov, 517-275-1131 (Standard Contract Terms, Sections 2 and 3).

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

STATE OF MICHIGAN

Contract No. 200000001938

Prisoner Store, Friends and Family Care Package Services
Michigan Department of Corrections (MDOC)

REVISED – SCHEDULE B PRICING

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. The Contractor's rate/percentage of commission that will be collected for Friends and Family Care Packages:
 1. 0% PBF Commission rate (reduced from 19%) for items that are categorized as health, hygiene, and over-the-counter items. Commissions are also not collected on vending machine card sales, photo tickets, metered stamp envelopes, and any additional items that may be identified by MDOC.
 2. 15% PBF Commission rate (reduced from 19%) for all other items.
3. The Contractor's rate/percent of commission that will be collected and returned to MDOC for Prisoner Store Purchases:
 1. 0% PBF Commission rate (reduced from 19%) for items that are categorized as health, hygiene, and over-the-counter items. Commissions are also not collected on vending machine card sales, photo tickets, metered stamp envelopes, and any additional items that may be identified by MDOC.
 2. 15% PBF Commission rate (reduced from 19%) for all other items.

Store Item Notes:

1. Preference is not given to name brand items over generic brands. However, preference will be given to items that are available in transparent/clear containers and, if packaged in soft packaging even if it is not a favored brand. However, this does not require selling generic-brand items in lieu of name-brand items.
2. Pricing for items must be provided by ounce or single serving sizes. Single serving sizes will have ounce limits applied.
3. Food and beverage items, along with select medications are tax exempt/non-taxable items.

Schedule B - Revised Pricing Attachment 1

<u>Alias Number</u>	<u>Keefe Item#</u>	<u>Keefe Item</u>	<u>Individual Package Size</u>	<u>New Price</u>
0070	20510	PRO GLO CREME COCOA BUTTER W/ALOE	4 oz	\$1.73
0090	20188	Shampoo	.34 oz	\$0.08
0123	21725	Crawford Regular Stick Deodorant	.5 oz	\$0.37
0191	20816	GOODSENSE ANTACID LIQUID LIKE MYLANTA	12oz	\$2.41
0220	20654	New Day Petroleum Jelly	1.0 oz	\$0.65
0244	24222	Dr. Sheffield's Antifungal Cream	1.25 oz	\$1.10
0249	80005524	Hydrocortisone Cream 1% 1oz.	1oz	\$1.67
0251	24126	Athlete's Foot Cream 1%	.5oz	\$1.26
0280	20841	Nature's Glow 4oz Sunscreen Lotion SPF 30	4oz	\$3.08
0320	24409	Reg. Magic Cream Shave 6oz	6oz	\$2.82
0341	20571	Shave Cream Packet	7.5ml / .25oz	\$0.06
0397	22096	Next 1 Cocoa Butter Bar Soap 5oz.	5oz	\$0.82
0424	22097	Next 1 5oz Moisturizing Bar Soap	5oz.	\$0.82
0426	22098	Next 1 5oz Anti-Bacterial Sport Bar	5oz.	\$0.82
0435	21594	Freshscent Hand and Body Lotion	ea	\$0.05
0439	80003065	NEXT 1 SOAP DEODORANT HYPOALLERGENIC 3 oz	3oz	\$0.61
0444	20776	Neutrogena 3.25oz Soap	3.25oz	\$3.48
0479	26256	Floss Threaders	25ct	\$1.95
0554	21497	NEW WORLD IMPORTS TOOTHBRUSH ANTISHANK	ea	\$0.18
0567	22963	Alka Seltzer Plus Tabs 2/pk	2pk	\$0.78
0579	21421	Allergy Tablet - Chlorpheniramine 4mg / Single Pack	1 ea	\$0.09
0587	80000305	Oraline Ora-Brite Security Toothbrush	1ea	\$0.18
0612	22814	Advil (200mg) 2pk	2pk	\$0.48
0614	24526	Acetaminophen 325mg / non-Aspirin Single Pack	1 ea	\$0.09
0616	22962	Bayer Aspirin (325mg) 2pk	2pk	\$0.32
0651	80000559	Hemorrhoidal Ointment 2oz.	2oz	\$2.95
0662	21694	Allergy tablet-Chlorpheniramine Maleate(4mg) 24ct.	24ct	\$0.76
0716	20896	PEPCID ACID REDUCER AC MAX STRENGTH 20 MG	8 ct	\$4.86
0722	20630	Dr. Scholl's Medicted Corn Removers	1pk	\$2.85
0728	21434	Mediproxen 1ct 220mg	1ct	\$0.23
1666	24338	GOODSENSE NAPROXEN TABLETS 220 MG LIKE ALEVE	50 ct	\$4.39
1872	80006870	Naturepleix Zit Free	ea	\$1.64
3674	22982	Loratidine 10mg Allergy Medicine 10ct. Pk	10ct	\$1.70
3682	21692	New Day Acetaminophen (325mg) 100ct	100ct	\$2.23
4564	80003154	Palko Grandpa Brands Soap Pine Tar Medium	1 Bar	\$5.51
4891	26205	Sensodyne Toothpaste	.8oz	\$1.95
5183	80009326	Benefiber Fiber Supplement on the Go	1ea	\$0.71
5227	24316	Dandruff Shampoo	.25oz	\$0.09
5785	80009047	DIANE PUMICE SPONGE LARGE	ea	\$2.31
0106	80008495	POWER UP ANTIPERSPIRANT DEODORANT BLOOM	2.5 oz	\$2.87
0120	20641	LADY SPEED STICK A/P INVISIBLE DRY SHOWER FRESH	1.4oz	\$2.06
0276	21046	SECRET ANTIPERSPIRANT DEODORANT WIDE SOLID POWDER FRESH	1.7oz	\$1.97
0343	826349	Miconazole 7 (Generic Monistat)		\$8.16
0380	22761	NAIR HAIR REMOVER BABY OIL 9 OZ	9 oz	\$5.67
3676	22359	Midol	16ct	\$3.81
0199	24122	Good Sense Honey Lemon Cough Drops 30ct	30ct	\$0.94
0259	21762	Medicated Chest Rub	3.53oz.	\$2.47
0260	24725	Muscle Balm 3oz.	3oz	\$2.00
0351	80005478	GOODSENSE COLD RELIEF PLUS EFFERVESCENT TABLETS 20CT	20 ct	\$5.91
0362	24938	ELEMENTZ DANDRUFF SHAMP.ALMOND/SHEA 15 O	15oz	\$3.71
0573	21430	Antacid Tablets 450mg 2pk	250ct-2pk	\$0.21
0615	21807	New Day Aspirin 325mg. 100ct	100ct	\$1.14
0618	21867	Calcium Antacid Tabs Fruit 150ct	150ct	\$3.59
0620	21693	New Day Ibruprofen 200mg 50ct	50ct	\$2.18
0640	80008520	Rolaids Regular Strength (3pk)	12ct -3pk	\$2.03
0650	80005456	Health A2 Bisacodyl Laxative Tablets 5mg	25ct	\$1.20
0654	80006232	Geiss Good Sense Psyllium Fiber Powder	15 oz	\$6.91
0655	80007168	Stomach Relief 8oz.	8oz	\$2.16
0658	80009094	SUNDANCE_VITAMIN_D3 1000 IU 25 MCG_100 CT_3EA/PK, 24EA/CS____	100ct	\$3.36
0671	20545	Good Sense Cherry Cough Drops 30ct	30ct	\$0.95
0674	80009306	HALLS COUGH DROPS CHERRY	9 ct roll	\$1.25
0680	80008684	SUNDANCE MULTIVITAMIN ONE DAILY ESSENTIALS	100ct	\$2.11

Schedule B - Revised Pricing Attachment 1

<u>Alias Number</u>	<u>Keefe Item#</u>	<u>Keefe Item</u>	<u>Individual Package Size</u>	<u>New Price</u>
0681	80008954	SUNDANCE MULTIVITAMIN W/ IRON	60ct	\$2.84
0691	20714	GOODSENSE ARTIFICIAL TEARS	.5 oz	\$1.92
0720	20329	Heritage 3oz Anti Fungal Powder	3oz	\$2.03
0884	80003009	Natural Choice Vitamin E	100ct	\$5.22
2581	80006649	VITRUM 50+ MULTIVITAMIN 100 ct	100 ct	\$10.34
2583	80009093	SUNDANCE_VITAMIN C_500 MG PLUS RH_90 CT_3EA/PK, 24EA/CS_	90 ct	\$2.52
3679	22681	Good Sense Sugar Free Cough Drops 25ct.	25ct	\$1.59
4899	80002883	MASON VITAMIN PROBIOTIC VEGGIE CAPS	40 ct	\$12.08
5240	80001688	Sun Down FISH OIL 100 ct	100 ct	\$7.30
6584	80009567	Doctor's Best MSM 1,000 MG	120 ct	\$16.81
6586	80009568	Healthy Origins L Glutathione 500 MG	60 ct	\$37.82
6592	80009442	Turmeric Curcumin Complex	60 ct	\$6.30
0001	20024	Crawford 4oz Balsam Protein Shampoo 4oz	4oz	\$0.91
0002	20025	Crawford Balsam/Protien Conditioner	4 oz	\$0.98
0010	80000149	ALBERTO VO5 SHAMPOO EXTRA BODY	12.5 oz	\$1.91
0011	80000150	ALBERTO VO5 CONDITIONER EXTRA BODY	12.5 oz	\$1.91
0028	24353	Good Sense Coal Tar Shampoo 8.5oz.	8.5oz	\$4.31
0030	20204	Sulfur 8 7.5oz Shampoo	7.5oz	\$3.39
0031	20200	Sulfur 8 2oz Conditioner	2oz	\$3.39
0048	22951	SoftEE Coconut Oil Conditoner 5oz.	5oz.	\$2.11
0056	20377	Murray's 4oz Pomade	4oz.	\$2.19
0065	80008920	SOFTEE CURL ACTIVATOR EXTRA DRY 8 OZ CLEAR JAR	8 oz	\$4.11
0068	20380	Luster Pink Oil Moisturizer 8oz	8oz	\$5.39
0335	24945	ELEMENTZ BODY WASH SEA ALGAE EXT	15 oz	\$3.60
0336	24943	ELEMENTZ BODY WASH SEA MINERALS	15 oz	\$3.05
0355	24936	ELEMENTZ THICKENING SHAMP.ALOE/GINSENG 15 OZ	15oz	\$3.15
0358	24939	ELEMENTZ HYDRATING COND.ALMOND/SHEA 15 OZ	15oz	\$2.78
0361	24942	ELEMENTZ 3N1 TOTAL CARE COCONUT LIME 15 OZ	15oz	\$3.82
0363	24941	ELEMENTZ FIRM HOLD STYLING GEL ALOE 15 OZ	15oz	\$3.83
0501	80007177	Suave 15oz Daily Clarifying Shampoo	15oz	\$2.38
0502	80007178	Suave 15oz Waterfall Mist Conditioner	15oz	\$2.38
0805	20286	7" Professional Comb	7"	\$0.10
0815	80001297	Military Hair Brush	1ea	\$1.40
0835	80004166	Doo Rags	1ea	\$2.29
0837	21226	Cool Wave Stretch Wave Caps	1ea	\$2.29
0858	20362	Black 18pk Elastic Pontytailer Holder	18pk	\$1.08
4229	80007179	Suave 15oz. Juicy Green Apple Shampoo	15oz	\$2.38
4492	80008965	5" Flexible hair pik	ea	\$0.36
7657	80009782	Blue Magic Coconut Oil Conditioner 12oz	12 oz	\$4.34
8251	5020801001	Terry Cloth Headband	1ea	\$0.96
0094	80003258	HTG ALCOHOL FREE HAIR SPRAY	8oz	\$1.94
0700	80008459	NATUREPLEX DOUCHE VINEGAR & WATER	(2) 4.5oz	\$2.24
0710	21899	Playtex Unscented Regular Gentle Glide Tampons	20 ct	\$6.63
0712	21065	PREFERENCE MAXI PAD REGULAR	24 ct	\$1.82
0713	21067	Panty Liner	22ct	\$0.97
0752	20658	Square Tip Tweezers		\$0.36
0792	26358	Preference Maxi Pad Super	22 ct	\$2.01
4898	24330	Preference Super Tampon	40 ct	\$5.09
0102	80008518	Power Up 2.5oz A/P Deodorant Force Clear	2.5oz	\$3.25
0107	80008519	Power Up 2.5oz Drive Deodorant	2.5oz	\$2.19
0114	21126	Mennen Ultimate Sport 3oz. Gel Deodorant	3oz	\$3.02
0115	20068	Mennen Speed Stick Ultimate Sport Deodorant	3oz	\$3.02
0202	22377	New Day 13oz Bath/Shower Powder	13oz	\$1.40
0203	26045	Dial Advanced Therapy Lotion 12 oz.	12oz	\$3.51
0208	26044	Tone Cocoa Butter Lotion 12 oz.	12 oz	\$4.04
0210	20028	Creawford Skin Care Lotion	4oz	\$0.56
0212	24967	INFUZED DLY BDY LOTION COCONUT LIME ALOE	15oz	\$2.97
0214	24968	INFUZED COCOA/SHEA BODY LOTION 15 OZ	15oz	\$2.27
0215	20033	Crawford Coca Butter Lotion	4oz	\$0.48
0241	24537	NOXZEMA LOTION ORIGINAL 2 OZ 24/CS	2 oz	\$2.10
0306	24905	Freshscent Aftershave	4 oz	\$3.46
0391	21821	Freshscent Deodorant	.12 oz	\$0.09

Schedule B - Revised Pricing Attachment 1

<u>Alias Number</u>	<u>Keefe Item#</u>	<u>Keefe Item</u>	<u>Individual Package Size</u>	<u>New Price</u>
0395	80000398	Ambi Complex Bar 3.5oz	3.5oz	\$2.38
0452	21487	Irish Springs Deodorant Soap 3.2 oz	3 pk	\$3.02
2436	80008209	OLD SPICE 3 IN 1 HAIR BODY WASH	18 oz	\$6.04
2494	80008056	GOOD SENSE LIP BALM SPF 45 TROPICAL BLEND BLISTER CARD	.15 oz	\$1.32
4205	80007022	Chapstick Blist Card	.15oz	\$1.55
0437	21613	Clear Flouride Packlet	.15oz	\$0.09
0500	80007677	COOL WAVE MOUTHWASH ALCOHOL FREE	8oz	\$1.04
0506	21748	Colgate 2 in 1 Icy Blast Whitening Toothpaste	4.6oz	\$4.33
0516	80002779	Colgate 4.0oz Great Reg Flavor Toothpaste	4 oz	\$3.03
0529	21640	4" Denture Brush	4"	\$0.39
0530	21017	Cool Wave 4oz. Flouride Toothpaste	4oz	\$1.27
0537	20459	Freshmint Floride Toothpaste	.85oz	\$0.15
0544	21288	LOOPS FLOSS LOOPS MINT 30 PK	30ea	\$2.43
0582	21822	White Toothbrush Cap	1ea	\$0.20
0590	24125	Fresh Mint Denture Cleanser 40ct.	40ct	\$2.87
0595	20312	Effergrip 2.5oz Tube	2.5oz	\$3.94
0596	80008044	Orafix Denture Bath	1ea	\$2.37
0784	21596	STAYDENT DENTURE ADHESIVE CREAM 2.4 OZ	2.4 oz	\$4.73
0870	80008098	GUM Soft Picks	50 ct	\$3.94
0772	21953	New Day Cotton Swabs 300ct.	300ct	\$1.54
0797	5115501099	Clear Cosmetic Bag	9"X7"X4"	\$4.78
0840	20474	Shower Cap	1ea	\$0.07
0861	20293	Blister Card Nail Clipper	1ea	\$0.55
1256	5029801099	GRAINGER EAR PLUGS_NO CORD GREEN	2 pK	\$0.20
1343	20281	Acrylic Mirror w/o Magnet	1ea	\$1.66
1633	8268801099	SCHUTT SPORTS MOUTHGUARD NO STRAP BLACK	ea	\$1.26
1705	80007056	GOOD SENSE INSOLES DOUBLE COMFORT	pr	\$3.28
1875	20265	Shower Shoes Tan Saddle Syle (Medium)	1ea	\$3.12
2683	8201313024	CHARM TEX SHOWER SHOE PVC SZ 13 BROWN MENS	pr	\$3.12
2684	8201312024	CHARM TEX SHOWER SHOE PVC SZ 12 BROWN MENS	pr	\$3.12
2685	8201314024	CHARM TEX SHOWER SHOE PVC SZ 14 BROWN MENS	pr	\$3.12
2686	8201315024	CHARM TEX SHOWER SHOE PVC SZ 15 BROWN MENS	pr	\$3.12
2687	8201316024	CHARM TEX SHOWER SHOE PVC SZ 16 BROWN MENS	pr	\$3.12
3670	21831	Ultra Whey Protein 1lb.	16oz	\$14.71
3804	80008871	MICHIGAN STAMPED ENVELOPE #10, White 4 1/8 x 9 1/2 - Legal-metered, 1 oz	4 1/8" x 9 1/2"	\$0.64
3854	20268	Shower Shoes Tan Saddle Syle (Small)	1ea	\$3.12
3856	20266	Shower Shoes Tan Saddle Syle (Large)	1ea	\$3.12
3857	20267	Shower Shoes Tan Saddle Syle (X-Large)	1ea	\$3.12
3858	20269	Shower Shoes Tan Saddle Syle (XX-Large)	1ea	\$3.12
3891	72149	2pk Earplugs	2pk	\$0.20
4550	8169101004	Soft Eyeglass Case	1ea	\$2.51
6590	80009376	GEN PROTEIN POWDER VEGETABLE 16 OZ	16 oz	\$24.37
0534	22017	CG SMOOTHERS CONCEALER LIGHT		\$6.61
0545	22019	CG SMOOTHERS CONCEALER MEDIUM		\$6.61
0910	80007674	GEN MASCARA MEGA PROTEIN	.27 oz	\$1.76
1747	80000503	COVER GIRL MASCARA LASH BLAST CLUMP CRUSHER BROWN WOMENS		\$5.87
2486	80008055	RIKAYAH BODY SPRAY RAINEYS SECRET	2 oz	\$4.33
5505	80008268	WET N WILD EYELINER MEGA LAST RETRACTABLE DARK BROWN	3pk	\$1.97
5563	80008267	WET N WILD EYELINER MEGA RETRACTABLE BLACK		\$1.97
5940	80001101	BREEZE LIPSTICK		\$0.85
9850		PHOTO TICKET	1ea	\$2.00
9899		DEBITEK CARD	1ea	\$1.00

Schedule B - Revised Pricing Attachment 2

<u>Alias Number</u>	<u>Keefe Item#</u>	<u>Keefe Item</u>	<u>Individual Package Size</u>	<u>New Price</u>
0382	24322	Document File 10X15-Velcro Tab	10X15	\$1.90
0491	20273	Soap Dish	2pc	\$0.45
0770	21330	Toilet Paper 1Ply 1000Sheets/Roll	1ea	\$0.77
0850	22627	Plastic Key Tag	1ea	\$1.07
0862	24583	Bic 2Pk Cristal Pen - Blue	2 Pens	\$1.03
0863	24584	Bic 2Pk Cristal Pen - Black	2 Pens	\$1.03
0964	29072	Greeting Cards	1 Card	\$0.84
1010	20240	Unisource Envelope #10, White, 4 1/8" x 9 1/2" Legal - non metered	4 1/8" x 9 1/2"	\$0.10
1011	20239	Envelope 3 5/8" x 6 1/2" non metered	3 5/8" x 6 1/2"	\$0.10
1042	800005602	VERITIV ENV 10X15 WHITE	ea	\$0.31
1056	20256	Small Address Book	1ea	\$0.76
1060	80008663	BOARDROOM PAPER 50 CT PAD 8.5 X 11	1-50sheet pad	\$1.36
1066	80009091	GEN CARBON PAPER	30ct	\$6.28
1077	24573	#2 Pencil w/Eraser	1ea	\$0.14
1125	22901	Large Hard Covered Photo Album (24 pages)	1ea	\$2.64
1200	21676	Ion3 AAA Batteries alkaline	4/pk	\$3.02
1210	21675	AC DELCO BATTERIES AA ALKALINE	4/pk	\$2.88
1219	20118	Panasonic 2pk D Batteries	2pk	\$3.09
1239	80008460	Three-A Playing Cards	1-52card deck	\$1.09
1255	5077401099	Koss KE5K Earbud / Stealth Black	1ea	\$6.18
1305	20215	Aviator Pinochle Cards	1-52card deck	\$2.07
1310	20524	Double Six Dominoes	1 game	\$2.90
1315	20522	Pressman Toy Chess set w/ Board	1 game	\$6.67
1370	20501	Sewing Kit w/o scissors	1 kit	\$1.81
1387	20592	Plastic Spork	1ea	\$0.08
1401	24150	Crawford 1.6Qt Bowl	1.6qt	\$2.47
1411	80002100	Coffee Cup w/handle 12oz.	12oz.	\$0.80
1415	80006145	22oz Plastic Tumbler with Lid	22oz	\$0.43
2011	7024	Keefe 3oz Decaf Colombian Coffee	3oz	\$4.82
2015	7022	Keefe 3oz 100% Freeze Dried Colombian Coffee	3oz	\$5.23
2021	26	PARAMOUNT CREAMER NON-DAIRY	8oz	\$1.70
2028	416	Keefe Tea Bags 48ct.	3.75oz box	\$1.97
2038	10704	MAXWELL HOUSE COFFEE DARK ROAST ESPRESSO	4 oz	\$8.13
2041	3701	Brushy Creek French Vanilla Cappuccino 8oz	8oz	\$2.14
2044	10596	Paramount Farms French Vanilla Non-Dairy Creamer	6.75oz	\$2.29
2099	6566	Instant Dry Milk	10 oz	\$3.62
2117	7037	Keefe 10oz Hot Cocoa w/marshmallows	10oz	\$2.18
2128	428	Bigelow 6 Assorted Tea Bags 18 count	18 count	\$3.81
2134	80003592	New Leaf Health Shake (Chocolate)	2 oz	\$2.16
2136	80003593	New Leaf Health Shake (Vanilla) 2oz	2 oz	\$2.16
2138	80004852	Crystal Light Assorted	6 pk	\$2.04
2158	6685	KNORR RICE MIX CHEDDAR BROCCOLI 5.7 OZ 12/CS POUCH	5.7 oz	\$2.92
2198	7495	Swiss Miss Hot Chocolate 9 oz	9 oz.	\$1.82
2216	9719	Sweetmate Pink 100ct Sweetener	3.5oz	\$1.96
2282	10243	Keefe Coffee Alturo Blend 3oz.	3oz	\$4.71
2307	80005364	Minute Rice	8 oz	\$1.56
2309	7036	Country Time Lemonade 12oz.	12oz	\$2.46
2320	7030	Keefe Orange Breakfast Drink Mix 12oz.	12oz	\$2.54
2331	7033	Kool Aid Tropical Punch Mix 12oz	12oz	\$2.23
2346	892	SWEET FUSIONS TEA W/LEMON 19 OZ	19oz	\$4.12
2357	80002092	Shelf Stable Beef Goulash in plastic 12 oz 12 per case	12 oz	\$11.47
2385	80001723	BRUSHY CREEK SUMMER SAUSAGE SALAMI	5 oz	\$2.11
2506	80008112	HAWAIIAN PUNCHDRINK MIX POLAR BLAST .88 OZ 8/BX	BX	\$1.99
2574	80007922	STARBURST DRINK MIX ALL PINK STRAWBERRY .43 OZ 6/BX,	.43 oz	\$2.26
2582	80008033	WYLER'S ISLAND PUNCH BLUE OCEAN BREEZE 10CT	10 ct	\$2.04
2596	10911	Made with Philly Cream Cheese w/ Jalapenos	2oz	\$0.68
2624	80001724	Brushy Creek Honey Brown Sugar Turkey Stick	5oz.	\$2.10
2664	4935	Velveeta Macaroni and Cheese 3oz.	3oz	\$1.28
2667	4938	Velveeta Spicy Cheesy Rice 2oz	2oz	\$0.75
2670	4941	VELVEETA BEANS & RICE SPICY CHEESY	4 oz	\$1.61
2681	80009134	REAL SNACKS KOSHER BEEF STICK ORIGINAL	1 oz	\$1.57
2689	80007114	Dutchess Chocolate Denette Sleeve	6 ct	\$1.50
2693	80007072	COLONA SEASONED SALT	4.75 oz	\$1.72

Schedule B - Revised Pricing Attachment 2

2726	80005739	Duchess Cinnamon Roll 4 oz	4oz.	\$1.00
2739	10355	FRITOS CORN CHIPS CHILI CHEESE	10.5 oz	\$3.45
2740	10354	DORITOS TORTILLA CHIPS COOL RANCH	8 oz	\$2.41
2766	80008999	ULTRA FIT NUTRITIONAL PROTIEN BAR CHOCOLATE PEANUT BUTTER CRUNCH	2.30OZ	\$2.47
2999	5414	Macaroons 6.5 oz 12 per case-re-sealable plastic pouch	6.5 oz	\$8.86
3007	6076	Market Square Bakery Duplex Creme Cookies 14 oz	14oz	\$2.19
3008	6079	Market Square Bakery Chocolate Creme Cookies 14 oz	14oz	\$2.13
3010	80001046	Market Square Bakery Soft Baked Chocolate Chip Cookies 2.75 oz	2.75oz.	\$0.59
3023	80008042	DORITOS TORTILLA CHIPS FLAMIN HOT 7.5 OZ 8/CS BAG CLEAR WINDOW	7.5 oz	\$3.00
3033	6077	Market Square Bakery Peanut Butter Creme Cookies 14 oz	14oz	\$2.06
3040	6071	MARKET SQUARE COOKIES ICED OATMEAL 6 OZ 46/CS CLEAR PLASTIC BAG	6 oz	\$1.54
3050	6073	MARKET SQUARE COOKIES CHOC CHIP	16 oz	\$4.54
3052	80009303	MARKET SQUARE_COOKIES_VANILLA WAFERS_12 OZ	12 oz	\$2.47
3060	10251	Market Square Bakery Lemon Creme Cookies 14 oz	14oz	\$2.71
3107	7914	Golden Valley Saltines 16oz.	16oz	\$2.27
3115	9590	Cheez- It Crackers 1.5 oz	1.5 oz	\$0.88
3141	80007535	Gamesa Cracker sleeve	3.45 oz	\$0.67
3197	80008118	KELLOGGS POP TARTS FROSTED STRAWBERRY	13.5 oz	\$3.00
3223	80007341	Austin Cheese-Peanut Butter Crackers 1.38 oz.	1.38 oz	\$0.64
3231	6053	MARKET SQUARE SNACK CAKE OATMEAL & CRÈME	16 oz	\$4.30
3234	80008122	KELLOGGS POP TARTS CHOC CHIP 13.5 OZ 12/CS	8 pk	\$3.00
3243	80007340	AUSTIN CRACKERS PB&J	1.38 oz	\$0.54
3245	6051	MARKET SQUARE DONUT STICKS	10 oz	\$2.90
3257	80008178	NUTRIGRAIN CEREAL BAR STRAWBERRY 1.3 OZ 96/CS	1.3 oz	\$0.52
3274	80009328	Market Square Honey Bun Iced	4.75 OZ	\$1.15
3280	828	DELMONTE MIXED FRUIT IN SYRUP 4 OZ 4/PK	4 pk	\$5.31
3309	2381	KELLOGGS RICE KRISPIE ORIGINAL	1.3 oz	\$0.88
3333	6052	Market Square Bakery Peanut Butter Wafers 2pk 12 oz 6/BX	12oz	\$2.79
3342	10359	GOLDEN VALLEY CEREAL RAISIN BRAN	20 oz	\$5.66
3357	10360	GOLDEN VALLEY CEREAL CINNAMON SQUARES	20 oz	\$4.82
3358	10361	Golden Valley Cereal Frosted Flakes 20oz	20oz	\$4.13
3388	80008177	NUTRIGRAIN CEREAL BAR APPLE CINNAMON 1.3 OZ	1.3 oz	\$0.52
3389	80008179	Kellogg's Nutri-Grain Cereal Bar Blueberry, 1.3 oz.	1.3 oz	\$0.52
3487	80001722	Brushy Creek Hot Summer Sausage	5 oz	\$1.93
3559	7905	BRIDGFORD PEPPERONI SLICED 3.5 OZ	3.5 oz	\$2.52
3561	7906	BRIDGFORD SAUSAGE CHORIZO	3.5 oz	\$4.16
3581	80001716	Brushy Creek Hot Summer Sausage Made with Beef and Chicken	1.625oz	\$0.72
3585	80001720	Brushy Creek Orginal Summer Sausage	5oz.	\$2.06
3643	80007119	DUCHESS DONUTS POWEDERED SUGAR GEMS 3 OZ 72/CS SLEEVE 6 CT	3 oz	\$1.50
3659	80008352	MAXWELL HOUSE COFFEE SELECT ROAST 8 OZ 18/CS	8 oz	\$10.01
3790	80008516	MOON LODGE ONION RINGS HOT HOT HOT	6 oz	\$2.83
3923	22685	Typing paper (500ct)	500ct.	\$5.86
3975	80008745	PURE KICK SF HYDRATION DRINK MIX STRAWBERRY WATERMELON .106 OZ 6ct box	6 ct	\$2.17
4010	80006632	Mars Snickers nonupc	1.86 oz	\$1.22
4019	80009556	ATKINSON_CANDY_CHICK-O-STICK_1.6 OZ	1.6 oz	\$1.21
4024	80002126	Sour Patch Watermelon Candy	3 oz	\$1.22
4035	80008622	HERSHEY REESES_CANDY BAR_PEANUT BUTTER CUPS_1.5 OZ_	1.5 oz	\$1.22
4040	80006636	SKITTLES CANDY ORIGINAL	2.17 oz	\$1.22
4046	9732	MARS M&M PEANUT 5.3 OZ 12/CS BAG	5.3 oz	\$3.41
4047	9733	MARS M&M PLAIN 5.3 OZ 12/CS BAG	5.3 oz	\$3.41
4117	9742	HERSHEY TWIZZLERS CANDY STRAWBERRY TWISTS	5 oz	\$3.69
4135	40601	E.Z. Digby's Jolly Ranchers 3.7oz.	3.7oz	\$0.91
4145	80008041	CORNER STORE CANDY STARLIGHT MINTS	3.75oz	\$0.78
4146	80008976	Corner Store Tongue Torchers	3 oz	\$0.81
4150	40607	SATHERS CANDY SOUR FRUIT BALLS	4.25 oz	\$1.30
4151	80009185	CORNER STORE_CANDY_CHOOZ FRUIT CHEWS_3.25 OZ	3.25 oz	\$0.91
4152	40677	Sathers All-Star Assorted Candies 3.75oz.	3.75oz	\$0.96
4155	40615	CORNER STORE CANDY SF WILD FRUIT 1.75 OZ 60/CS PRINTED BAG	1.75 oz	\$1.82
4156	40629	Sather's Vanilla Caramels	3 oz	\$1.13
4166	80005556	CORNER STORE CANDY NEON WORMS 4 OZ 60/CS BAG	4 oz	\$1.56
4168	80006094	Chewy Lemonhead & Friends Candy 4 oz.	4oz	\$1.26
4210	10365	GOLDEN VALLEY CEREAL FRUIT ROLL	20 oz	\$5.66
4220	80003387	KIWI SHOE LACES FLAT ATHLETIC White	1 pair -36"	\$0.86
4223	80008623	PURE KICK SF DRINK MIX HYDRATION CITRUS .106 OZ 6ct box	6 ct	\$2.17
4234	80006147	WHIRLEY INDUSTRIES MUG THERMAL	22 oz	\$2.36

Schedule B - Revised Pricing Attachment 2

4278	6034	Sevilla Sazon con Culantro Y Achiote	1.5 oz	\$1.99
4396	80002795	QUAKER GRANOLA BAR MAPLE BROWN SUGAR	1.26 oz	\$0.57
4407	80008582	LIBBYS PEAS AND CARROTS 4 OZ 4EA/PK, 24EA/CS PLASTIC CUP	4 pk	\$3.87
4409	80008592	LIBBYS VEGETABLES SWEET PEAS 4 OZ 4EA/PK, 24EA/CS PLASTIC CUP	4 pk	\$3.87
4410	80008925	LIBBYS VEGETABLE CUT GREEN BEANS 4 OZ 4EA/PK, 6PK/CS CUP	4 pk	\$3.87
4429	6069	MARKET SQUARE WAFER SF STRAWBERRY CREME 2.75 OZ	2.75 oz	\$1.75
4431	80006850	Cloverhill Strawberry Cheese Danish	4.25oz.	\$1.00
4506	80002463	CACTUS ANNIES PICANTE SAUCE REGULAR	11 oz	\$2.96
4530	80002647	15x20 Manila Envelope - non metered	15x20	\$1.25
4552	21347	12 Month Calendar(each month is one 8.5 X 11 page)	1ea	\$1.82
4588	80004785	Shelf Stable Beef Stuffed Cabbage in plastic 12 oz 12 per case	12 oz	\$10.27
4786	5172801099	Clear Earbud with 6' Cord	1ea	\$5.45
4808	80000969	COOKS SPORK CO-POLYMER 400/CS TAN	1ea	\$0.32
4865	10914	SWEET BABY RAYS BBQ SAUCE ORIGINAL 1.5 OZ 60/CS POUCH	1.5 oz	\$1.03
4873	80008648	TAMPICO SF DRINK MIX MANGO PUNCH .69 OZ 6EA	6 pk	\$1.03
4901	80009462	Oscar Meyer Bacon Precooked	2.25 OZ	\$5.69
5099	3954	Clear Plastic ID Holder	1ea	\$1.01
5894	20224	Bic Pen-10pk - Blue	1-10ct pk	\$2.47
5898	20225	Bic Pen-10pk - Black	1-10ct pk	\$2.47
6013	18	MARUCHAN RAMEN CAJUN CHICKEN	3 oz	\$0.44
6014	1328	Maruchan Roast Beef Ramen Noodle Soup	3oz	\$0.44
6015	1327	Maruchan Roast Chicken Ramen Noodle Soup	3oz	\$0.44
6018	13	MARUCHAN RAMEN TX BEEF	3 oz	\$0.44
6019	5378	MOON LODGE MICROWAVE POPCORN KETTLE CORN	2.8 OZ	\$0.46
6026	80008379	RAMEN EXPRESS NOODLES CHILI 3 OZ	3 oz	\$0.44
6033	5	Cajun Style Shrimp Instant Lunch	2.25 oz	\$0.81
6034	4	Instant Lunch Hot California Vegetable Coup of Soup	2.25oz.	\$0.81
6046	8	MARUCHAN RAMEN CHICKEN	3 oz	\$0.44
6048	9	Maruchan Beef Ramen Soup	3oz	\$0.44
6051	7525	Keefe Kitchens 6.5oz Brown Rice	6.5oz	\$1.52
6055	80007226	Mama Mary's Pizza Kit- 7" crust	2 pk	\$3.81
6060	7239	MIDAMAR BEEF SUMMER SAUSAGE HALAL	5 oz	\$2.82
6065	6644	CHICKEN LOW SODIUM RAMEN 3OZ 24/CS	3oz	\$0.44
6067	6646	CHILI LOW SODIUM RAMEN 3OZ 24/CS	3oz	\$0.44
6068	80003053	THE WHOLE SHABANG PORK RINDS	2 oz	\$1.75
6069	80003393	THE WHOLE SHABANG POTATO CHIPS EXTREME KETTLE COOKED	6 oz	\$1.64
6081	5115	MOON LODGE POTATO CHIPS RIPPLE	6 oz	\$1.41
6088	7673	Shelf Stable Chicken and Matzah Ball Soup in plastic 12 oz 12 per case	12 oz	\$10.27
6094	80000891	MARUCHAN VEGETABLE RAMEN HOT & SPICY LOW SODIUM	3 oz	\$0.44
6101	5110	Moon Lodge Stuffed Jalapeno Chips	6oz	\$1.85
6108	5139	Moon Lodge Pretzels 11oz.	11oz	\$2.34
6117	7996	Cactus Annie's 11oz. Cheese Crunchy	11oz	\$2.18
6127	80008355	CACTUS ANNIES PORK RINDS HOT & SPICY 2 OZ 12/CS CLEAR	2 oz	\$1.10
6133	80000303	BEEF STEW MEAL	1 ea	\$6.89
6139	80008846	HEREFORD SHREDDED BEEF 7 oz	7 oz	\$5.68
6143	5113	Moon Lodge Sour Cream and Onion 6oz Chip	6oz	\$1.41
6148	80000894	Moon Lodge Buffalo Wing Blue Cheese Potato Chips 6oz.	6oz	\$1.41
6150	911	Cactus Annie's Nacho Tortilla Chips 10oz.	10oz	\$3.12
6151	10514	Doritos Nacho Cheese 8oz	8OZ	\$2.44
6155	7991	Cactus Annie's Corn Chip 13oz.	13oz	\$2.39
6165	5112	MOON LODGE POTATO CHIPS BBQ	6 oz	\$1.85
6171	7989	Cactus Annie's Hot and Spicy Corn Chip 12oz	12oz	\$2.47
6172	1710	Brushy Creek Chili No Beans 11.25oz.	11.25oz	\$3.70
6173	1711	Brushy Creek Chili with Beans 11.25oz.	11.25oz	\$3.27
6174	1712	Brushy Creek Hot Chili with Beans 11.25oz	11.25oz	\$3.25
6176	1715	Brushy Creek 11.25 Beef Stew	11.25oz	\$2.32
6178	4385	Fresh Catch Mackerel Fillets 3.53oz.	3.53oz	\$2.38
6181	4386	FRESH CATCH SARDINES HOT TOMATO SAUCE	3.53 oz	\$1.92
6189	4394	Fresh Catch Fish Steaks In Spicy Mustard Sauce 3.53oz.	3.53oz	\$1.24
6190	4395	FRESH CATCH FISH STEAKS GREEN CHILIS IN OIL	3.53 oz	\$2.61
6191	4391	FRESH CATCH SALMON FLAKES IN WATER	3.53 oz	\$1.94
6195	5360	Brushy Creek Premium Chicken Breast 4.5oz.	4.5oz	\$4.43
6198	7687	Cheetos Flamin' Hot Crunchies 8 oz.	8 oz	\$2.39
6201	5375	Moon Lodge Extra Butter Popcorn microwave	2.8oz	\$0.57
6204	80005365	DORITOS TORTILLA CHIPS SPICY SWEET CHILI	7.5 oz	\$2.87

Schedule B - Revised Pricing Attachment 2

6205	80003352	KING NUT CASHEWS ROASTED & SALTED	2.5 oz	\$2.31
6213	80003371	King Nut Health Mix	3.25oz	\$1.51
6214	80003356	King Nut Sunflower Kernels 3.25oz	3.25oz	\$1.03
6216	80003351	King Nut Honey Roasted Peanuts 2.5oz	2.5oz	\$0.84
6217	80003373	King Nut Dried Fruit Tropical Blend 4 oz	4oz.	\$1.24
6218	80006283	MOON LODGE POPCORN JALAPENO CHEDDAR	5 oz	\$1.79
6219	721	GENERAL MILLS CHEX MIX TRADITIONAL 8.75 OZ 12/CS WRAPPED	8.75 oz	\$5.42
6241	80003408	King Nut Mixed Nut with Peanuts 10oz	10oz	\$4.26
6249	80005605	Pampa BBQ Sauce Original	18 oz	\$2.07
6262	6510	Mayonnaise 12pk Strip	12 pk. Strip	\$1.14
6263	6513	SQUEEZUM MUSTARD REGULAR 4.5 G 12EA/strip	12-4.5G PACKETS	\$1.38
6264	6514	SQUEEZUM KETCHUP REGULAR 9 G 12EA/Strip	12-9G PACKETS	\$1.22
6268	6517	Squeezum's Hot Sauce 12pk strip	12-7g packets	\$0.77
6272	80007067	COLONA GARLIC POWDER	2.5 oz	\$1.70
6294	2587	Brushy Creek Pasta Sauce 4oz.	4oz	\$0.77
6296	4888	Jack Links Original Flavor Beef Jerky .9oz	.9oz	\$2.52
6320	80008893	TRAILS BEST BEEF STICK BEEF & CHEESE 1 oz	1 oz	\$0.97
6348	7992	Cactus Annie's 9.5oz. Hot Cheese Crunchy	9.5oz	\$2.09
6349	902	Cactus Annie's Whole Enchilada Party Mix	11oz	\$2.83
6358	80008940	CAFE DELIGHT HONEY Packet	ea	\$0.19
6370	622	Squeezum's Grape Jelly 10pk	10-1oz packets	\$2.34
6371	648	Squeezum's Strawberry Jelly 10pk	10-1oz packets	\$2.40
6398	80007519	Misson Jalapeno Tortillas 6ct	6ct	\$2.73
6412	4787	Squeezum Grape Jelly 1oz packets	1 oz	\$0.26
6417	80	Keefe Creamy Peanut Butter 18oz	18oz	\$3.69
6418	81	Keefe Chunky Peanut Butter 18oz	18oz	\$3.69
6421	4535	Kraft Ranch Dressing Packet	1.5oz.	\$0.72
6449	178	CITY COW CHEESE BAR HOT PEPPER	4 oz	\$3.09
6453	80007075	RISPARMIO CHEESE GRATED ITALIAN BLEND 3 OZ 12/CS PLASTIC BOTTLE	3 oz	\$3.11
6459	5645	CITY COW CHEESE STICKS MOZZARELLA	4 oz	\$3.40
6497	9868	Salt Shaker 4oz.(All Plastic)	4oz	\$0.76
6498	9881	Pepper Shaker 1.5oz (All Plastic)	1.5oz.	\$1.27
6500	80009330	KAISER PICKLE HOT DILL	7 oz	\$0.92
6501	80009331	KAISER PICKLE DILL	7 oz	\$0.96
6502	80009332	KAISER PICKLE KOSHER DILL EXTRA GARLIC 7 OZ	7 oz	\$0.91
6504	6616	RALSTON INST OATMEAL REGULAR .98 OZ 12/BX	12 bx	\$3.35
6506	355	CACTUS ANNIES JALAPENO PEPPERS SLICED W/ BRINE 12 OZ	12oz	\$3.31
6508	93	TOKYO DINER SOY SAUCE	6 oz	\$1.80
6524	10551	QUAKER INST OATMEAL VARIETY PK 15.1 OZ 10/BX	10 bx	\$3.69
6543	2131	City Cow 4oz. Provolone Cheese Bar	4oz	\$2.48
6545	3732	KEEFE KITCHENS MAYONNAISE REGULAR	18 oz	\$6.12
6600	5070	Cactus Annie's 8oz ct. Plain Four Tortillas	8oz	\$1.61
6606	7550	Moon Lodge Salted Peanuts 1.75oz	1.75oz	\$0.46
6607	7551	Moon Lodge Hot Peanuts 1.75oz	1.75oz	\$0.56
6610	80000495	Golden Valley Plain Bagel	4oz	\$0.75
6612	80000496	Golden Valley Cinnamon Raisin Bagel	4oz	\$0.75
6673	3092	THAI PALACE NOODLES CHILI 3.7 OZ 24/CS WRAPPED CLEAR	3.7 oz	\$1.66
6689	10271	MY KIND OF CHICKEN MEAL	1 ea	\$6.80
6692	931	Cactus Annie's Cheese Puffs 10oz	10oz	\$2.11
6698	5119	ML Hot Hot Hot BBQ	6 oz	\$1.37
6700	9783	Sevilla Refried Beans 8oz	8oz	\$1.64
6710	5939	Sevilla Chili Flavored Refried Beans/ Rice 4.4oz.	4.4oz	\$1.10
6721	4397	Fresh Catch Fish Steaks in Louisiana Hot Sauce 3.53oz.	3.53oz	\$1.24
6741	3718	BRUSHY CREEK SWEET CORN WHOLE KERNEL IN WATER	7 oz	\$1.74
6757	80008566	Hormel Spam Single Classic	2.5 oz	\$2.33
6826	4317	Fresh Catch Chunk Light Tuna 4.23 oz.	4.23oz	\$4.67
7043	5016901099	9' Extension Cord	1ea	\$2.95
7101	5079501099	Mini Adapter Headphone Jack	1ea	\$1.68
7111	5082901099	6' Headphone Cord	1ea	\$2.43
7162	8270701099	Skullcandy Smokin Clear EarBud 2 - Securepak Only	1ea	\$30.89
7556	80009543	MADE WITH KRAFT_CHEESE SNACK_SHARP CHEDDAR_4 OZ_CUP	4 oz	\$1.04
7560	80009544	MADE WITH KRAFT_CHEESE SNACK_JALAPENO_4 OZ_CUP	4 oz	\$1.04



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 **1**
to
Contract Number **200000001938**

CONTRACTOR	KEEFE COMMISSARY NETWORK LLC	STATE	Program Manager	Bernard Scott	MDOC
	10880 Lin Page Place			517-241-8414	
	St. Louis, MO 63132		Contract Administrator	ScottB4@michigan.gov	
	Tim Nichols			Sarah Walter	DTMB
	800-541-1700			(517) 256-4237	
	tnichols@keefegroup.com			walters6@michigan.gov	
	CV0051139				

CONTRACT SUMMARY				
PRISONER STORE AND FRIENDS AND FAMILY CARE PACKAGES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
October 1, 2020	September 30, 2023	3 - 1 Year		September 30, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<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	September 30, 2023
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$95,700,000.00	\$0.00	\$95,700,000.00		
DESCRIPTION				
Effective July 14, 2021 please note the following:				
Schedule B – Pricing is hereby updated for select items listed in the attached: Change Notice 1 Attachment. All other items and pricing listed in the Schedule B – Pricing remain the same.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, and DTMB Central Procurement Services approval.				

Change Notice 1 – Attachment - 200000001938 – Keefe Commissary
Schedule B – Pricing Update for Select Items (listed below) – all other Schedule B item and pricing remains the same.

Current Item #	Current Alias	Description	Keefe % Increase	Current Price/Ea.	MDOC New Price	Store - 6 Mth Usage	SP - 6 Mth Usage	Total Usage	Vendor Name	Date applied to Keefe
21692	3682	21692 - NEW DAY ACETAMINOPHEN_325 MG_100 CT_24/CS CLEAR PLASTIC	9.5%	\$2.42	\$2.65	3250	639	3889	Allegiant Health	2/15/2021
902	6349	902 - CACTUS ANNIES_PARTY MIX_WHOLE ENCHILADA_11 OZ_12/CS BAG CLEAR WINDOW	5.5%	\$2.00	\$2.11	21978	8844	30822	Axiom Foods	6/1/2021
911	6150	911 - CACTUS ANNIES_TORTILLA CHIPS_NACHO CHEESE_10 OZ_12/CS BAG CLEAR WINDOW	4.5%	\$2.03	\$2.12	83332	29366	112698	Axiom Foods	6/1/2021
7905	3559	7905 - BRIDGFORD PEPPERONI SLICED_3.5 OZ_24/CS PLASTIC SLEEVE	8.0%	\$2.42	\$2.61	46448	15540	61988	Bridgford Foods	5/17/2021
7906	3561	7906 - BRIDGFORD SAUSAGE CHORIZO_3.5 OZ_30/CS PLASTIC SLEEVE	8.0%	\$3.98	\$4.30	1702	737	2439	Bridgford Foods	5/17/2021
22761	380	22761 - NAIR_HAIR REMOVER_BABY OIL_9 OZ_12/CS	10.5%	\$6.11	\$6.75			0	Church & Dwight	6/27/2021
622	6370	622 - SQUEEZUM JELLY_GRAPE_1 OZ_EA EQUALS 10 PK, 20EA/CS POUCH CLEAR	3.0%	\$2.06	\$2.12	5470	1941	8066	Diamond Crystal	2/1/2021
648	6371	648 - GEN_JAM STRAWBERRY_1 OZ_20/10PKS/CS POUCH CLEAR	3.0%	\$2.11	\$2.18	16423	4990	21413	Diamond Crystal	2/1/2021
6510	6262	6510 - SQUEEZUM MAYONNAISE_REGULAR_9 G_PK=STRIP, 12EA/PK, 600EA/CS POUCH CLEAR	3.5%	\$0.91	\$0.94	21630	3693	25323	Diamond Crystal	2/1/2021
6513	6263	6513 - SQUEEZUM MUSTARD_REGULAR_4.5 G_12EA/ST, 600EA/CS POUCH CLEAR	22.4%	\$0.83	\$1.02	8965	1471	10436	Diamond Crystal	2/1/2021
6514	6264	6514 - SQUEEZUM KETCHUP_REGULAR_9 G_12EA/ST, 600EA/CS POUCH CLEAR	7.7%	\$0.83	\$0.90	5359	1026	6385	Diamond Crystal	2/1/2021
6517	6268	6517 - SQUEEZUM HOT SAUCE_7 G_PK=STRIP, 12EA/PK, 600EA/CS POUCH CLEAR	3.6%	\$0.53	\$0.54	62032	12436	74468	Diamond Crystal	2/1/2021
9868	6497	9868 - DIAMOND CRYSTAL_SALT DISPOSABLE_4 OZ_48/CS PLASTIC BOTTLE	9.4%	\$0.52	\$0.56	19535	4214	23749	Diamond Crystal	2/1/2021
80007022	4205	80007022 - CHAPSTICK_LIP BALM_REGULAR BLISTER CARD_15 OZ_12EA/PK, 144/CS	4.6%	\$1.76	\$1.84	3398	955	4353	gsk	4/1/2021
22096	397	22096 - NEXT_1_SOAP_COCOA BUTTER BAR_5 OZ_80/CS CLEAR PLASTIC	3.0%	\$0.67	\$0.69	53002	12203	65205	Hada International	3/1/2021
22097	424	22097 - NEXT_1_SOAP_MOISTURIZING BAR_5 OZ_80/CS CLEAR PLASTIC_WHITE	3.0%	\$0.66	\$0.68	92208	19575	111783	Hada International	3/1/2021
22098	426	22098 - NEXT_1_SOAP_ANTIBACTERIAL SPORT BAR_5 OZ_80/CS CLEAR PLASTIC	3.0%	\$0.66	\$0.68	54706	12348	67054	Hada International	3/1/2021
24936	355	24936 - ELEMENTZ_SHAMPOO_THICK_15 OZ_12/CS	2.0%	\$2.27	\$2.31	1777	704	2481	Hada International	3/1/2021
24938	362	24938 - ELEMENTZ_SHAMPOO_DANDRUFF ALMOND SHEA_15 OZ_12/CS	2.0%	\$2.74	\$2.97	1914	950	2864	Hada International	3/1/2021
24939	358	24939 - ELEMENTZ_CONDITIONER_ALMOND/SHEA_15 OZ_12/CS	2.0%	\$2.22	\$2.27	1482	923	2405	Hada International	3/1/2021
24941	363	24941 - ELEMENTZ_GEL_FIRM HOLD_15 OZ_12/CS	2.0%	\$3.06	\$3.12	936	273	1209	Hada International	3/1/2021

Change Notice 1 – Attachment - 200000001938 – Keefe Commissary
Schedule B – Pricing Update for Select Items (listed below) – all other Schedule B item and pricing remains the same.

24942	361	24942 - ELEMENTZ_BODY WASH_3 IN 1 COCO LIME 15 OZ 12/CS	2.0%	\$2.74	\$2.79	2493	913	3406	Hada International	3/1/2021
24943	336	24943 - ELEMENTZ_BODY WASH_SEA MINERALS_15 OZ 12/CS	2.0%	\$2.28	\$2.32	4863	2064	6927	Hada International	3/1/2021
24945	335	24945 - ELEMENTZ_BODY WASH_SEA ALGAE EXT_15 OZ 12/CS	2.0%	\$2.68	\$2.73	2278	954	3232	Hada International	3/1/2021
24967	212	24967 - INFUZED_LOTION_DLY BDY COCONUT LIME 15 OZ 12/CS	2.0%	\$2.39	\$2.44	3024	735	3759	Hada International	3/1/2021
24968	214	24968 - INFUZED_LOTION COCOA SHEA BODY_15 OZ 12/CS	2.0%	\$1.87	\$1.91	6162	1904	8066	Hada International	3/1/2021
80003065	439	80003065 - NEXT_1_SOAP_DEODORANT HYPOALLERGENIC_3 OZ 72/CS WRAP_TRANSLUCENT	3.0%	\$0.54	\$0.56	11812	2574	14386	Hada International	3/1/2021
9732	4046	9732 - MARS M&M PEANUT_5.3 OZ 12/CS BAG	10.3%	\$3.20	\$3.53	19293	4076	23369	Mars Wrigley	4/4/2021
9733	4047	9733 - MARS M&M PLAIN_5.3 OZ 12/CS BAG	10.3%	\$3.20	\$3.53	14805	2805	17610	Mars Wrigley	4/4/2021
80006632	4010	80006632 - MARS SNICKERS_CHOC PEANUT_1.86 OZ 48EA/BX, 8BX/CS NO UPC	10.4%	\$1.05	\$1.16	122370	16257	138627	Mars Wrigley	4/4/2021
80006636	4040	80006636 - SKITTLES_CANDY_ORIGINAL_2.17 OZ 36EA/BX, 10BX/CS NO UPC	10.4%	\$1.05	\$1.16	46721	8924	55645	Mars Wrigley	4/4/2021
5070	6600	5070 - CACTUS ANNIES_TORTILLAS_FLOUR_8 OZ 6CT 8 IN 48/CS BAG CLEAR RESEALABLE	5.0%	\$0.99	\$1.04	151169	44413	195582	Mission Foodservice	4/1/2021
355	6506	355 - CACTUS ANNIES_JALAPENO PEPPERS_SLICED W/BRINE 12 OZ 12/CS TUB CLEAR	5.0%	\$3.25	\$3.42	15575	6199	21774	Mitsui Foods	4/1/2021
4385	6178	4385 - FRESH CATCH_MACKEREL FILLETS_IN OIL 3.53 OZ 24/CS POUCH	7.8%	\$1.80	\$1.94	127142	41449	168591	Mitsui Foods (1)	2/1/2021
4386	6181	4386 - FRESH CATCH_SARDINES_HOT TOMATO SAUCE 3.53 OZ 24/CS POUCH	10.3%	\$1.55	\$1.70	6168	2020	8188	Mitsui Foods (1)	2/1/2021
4394	6189	4394 - FRESH CATCH_FISH STEAKS_SPICY MUSTARD SAUCE 3.53 OZ 24/CS POUCH	11.5%	\$0.98	\$1.09	65960	31219	97179	Mitsui Foods (1)	2/1/2021
4395	6190	4395 - FRESH CATCH_FISH STEAKS_GREEN CHILIS IN OIL 3.53 OZ 24/CS POUCH	11.9%	\$2.06	\$2.30	3565	1202	4767	Mitsui Foods (1)	2/1/2021
4397	6721	4397 - FRESH CATCH_FISH STEAKS_IN LA HOT_3.53 OZ 24/CS POUCH	11.6%	\$0.98	\$1.09	52883	30694	83577	Mitsui Foods (1)	2/1/2021
80000495	6610	80000495 - GOLDEN VALLEY_BAGEL_PLAIN_4 OZ 40/CS IND WRAPPED	3.1%	\$0.62	\$0.64	108542	27851	136393	Neri's Bakery	4/1/2021
80000496	6612	80000496 - GOLDEN VALLEY_BAGEL CINNAMON RAISIN 4 OZ 40/CS IND WRAPPED	3.1%	\$0.62	\$0.64	110295	39290	149585	Neri's Bakery	4/1/2021
7687	6198	7687 - CHEETOS_CHEESE CRUNCHY_FLAMIN HOT_8 OZ 16/CS BAG CLEAR WINDOW	2.0%	\$2.37	\$2.42	28276	11087	39363	Pepsico	4/5/2021
10354	2740	10354 - DORITOS_TORTILLA CHIPS_COOL RANCH_8 OZ 8/CS BAG CLEAR WINDOW	2.0%	\$2.39	\$2.44	43634	16019	59653	Pepsico	4/5/2021
10514	6151	10514 - DORITOS_TORTILLA CHIPS_NACHO CHEESE 8 OZ 8/CS BAG CLEAR WINDOW	2.0%	\$2.43	\$2.48	59647	21565	81212	Pepsico	4/5/2021
80001046	3010	80001046 - GRANDMAS_COOKIES_CHOC CHIP_2.5 OZ 60/CS	4.0%	\$0.55	\$0.57	131318	30793	162111	Pepsico	4/5/2021

Change Notice 1 – Attachment - 200000001938 – Keefe Commissary
Schedule B – Pricing Update for Select Items (listed below) – all other Schedule B item and pricing remains the same.

80005365	6204	80005365 - DORITOS_TORTILLA CHIPS_SPICY SWEET CHILI 7.5 OZ 8/CS	2.0%	\$2.85	\$2.91	28919	10866	39785	Pepsico	4/5/2021
80008042	3023	80008042 - DORITOS_TORTILLA CHIPS_FLAMIN HOT 7.5 OZ 8/CS BAG CLEAR WINDOW	2.0%	\$2.98	\$3.04	16804	7563	24367	Pepsico	4/5/2021
7914	3107	7914 - GOLDEN VALLEY_CRACKERS_SALTINE_16 OZ 4/BX 24BX/CS PAPER BOX	4.5%	\$1.92	\$2.00	19997	8601	28598	Shearer's	4/1/2021
5079501099	7101	5079501099 - GEN_ADAPTER_MONO TO STEREO MINI AD29 EA	8.0%	\$1.61	\$1.74	298	37	335	Sun Communication	2/15/2021
5082901099	7111	5082901099 - SUN_HEADPHONE CORD_NON COILED W/MINI JACK 6 FT EA BLACK	9.0%	\$2.31	\$2.51	7882	676	8558	Sun Communication	2/15/2021
5113	6143	5113 - MOON LODGE_POTATO CHIPS_SOUP CREAM & ONION 6 OZ 16/CS BAG FOIL	3.0%	\$1.33	\$1.37	164006	36558	200564	Super-Pufft	6/1/2021
5115	6081	5115 - MOON LODGE_POTATO CHIPS_RIPPLE_6 OZ 16/CS BAG FOIL	3.0%	\$1.30	\$1.34	149727	16313	166040	Super-Pufft	6/1/2021
7996	6117	7996 - CACTUS ANNIES_CHEESE CRUNCHY_REGULAR_11 OZ_20/CS_BAG CLEAR WINDOW	4.5%	\$2.03	\$2.12	26506	8566	35072	Super-Pufft	6/1/2021
80000894	6148	80000894 - MOON LODGE_POTATO CHIPS_BUFFALO WING BLUE CHEESE 6 OZ 16/CS BAG FOIL	3.0%	\$1.33	\$1.37	110172	28746	138918	Super-Pufft	6/1/2021
80003393	6069	80003393 - THE WHOLE SHABANG_POTATO CHIPS_EXTREME KETTLE COOKED_6 OZ_9/CS_BAG FOIL	3.0%	\$1.55	\$1.59	22483	7071	29554	Super-Pufft	6/1/2021
80006283	6218	80006283 - MOON LODGE_POPCORN_JALAPENO CHEDDAR 5 OZ 16/CS BAG	2.0%	\$1.65	\$1.68	12356	3720	16076	Super-Pufft	6/1/2021
20215	1305	20215 - AVIATOR_PLAYING CARDS PINOCHLE 12/CS	3.2%	\$1.88	\$1.95	716	205	921	US Playing Card Co	2/2/2021
20239	1011	20239 - UNISOURCE ENV #6 3/4 500/CS BOX	10.0%	\$0.07	\$0.08	3885	506	4391	Veritiv	5/15/2021
20240	1010	20240 - UNISOURCE ENV #10 500/CS BOX WHITE	8.5%	\$0.07	\$0.08	21865	5446	27311	Veritiv	5/15/2021
80005602	1042	80005602 - VERITIV ENV 10X15 500/CS WHITE	8.5%	\$0.25	\$0.27	18645	883	19528	Veritiv	5/15/2021
21762	259	21762 - VIJON_CHEST RUB MEDICATED_3.53 OZ 12/CS	7.3%	\$2.19	\$2.35	840	177	1017	Vi-Jon	3/1/2021
80007677	500	80007677 - COOL WAVE_MOUTHWASH_ALCOHOL FREE 8 OZ 12/CS	2.1%	\$1.15	\$1.17	7036	1464	8500	Vi-Jon	3/1/2021
1715	6176	1715 - BRUSHY CREEK_BEEF_BEEF STEW_11.25 OZ 24/CS POUCH	1.4%	\$2.10	\$2.13	15656	6579	22235	Wornick Foods	3/1/2021



STATE OF MICHIGAN PROCUREMENT
Department of Technology Management and Budget
525 W. Allegan, Lansing, Michigan 48913
P.O. BOX 30026 Lansing, Michigan 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **200000001938**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Keefe Commissary Network, LLC
	10880 Lin Page Place
	St. Louis, MO 63132
	Tim Nichols
	800-541-1700
	tnichols@keefegroup.com
	CV0051139

STATE	Program Manager	Bernard Scott	MDOC
		517-241-8414	
		ScottB4@michigan.gov	
	Contract Administrator	Sarah Walter	DTMB
		517-256-4237	
		WalterS6@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Prisoner Store and Friends and Family Care Packages			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
October 1, 2020	September 30, 2023	3, 1-year	September 1, 2023
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input checked="" type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER. This Contract Agreement is awarded on the basis of our inquiring RFP No. 200000001297. Order for delivery will be issued directly by Department through the issuance of a Delivery Order Form.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$95,700,000.00

FOR THE CONTRACTOR:

Keefe Commissary Network, LLC
Company Name

Authorized Agent Signature

John Puricelli
Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jared Ambrosier, Director – Sourcing
Name & Title

DTMB
Agency

Date

STATE OF MICHIGAN

Contract No. 200000001938

Prisoner Store, Friends and Family Care Package Services
Michigan Department of Corrections (MDOC)

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STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("**Contract**") is agreed to between the State of Michigan (the "**State**") and Keefe Commissary Network, LLC ("**Contractor**"), a Missouri Limited Liability Corporation. This Contract is effective on October 1, 2020 ("**Effective Date**"), and unless terminated, expires on September 30, 2023.

This Contract may be renewed for up to three, one-year option year periods. Renewal is at the sole discretion of the State and will automatically extend the Terms of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

- 1. Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the "**Contract Activities**"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Schedule A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

- 2. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Sarah Walter 525 W. Allegan Street Lansing, MI 48913 WalterS6@michigan.gov 517-256-4237	Tim Nichols 21848 Commerce Parkway Strongsville, OH 44149 tnichols@keefegroup.com 800-541-1700

3. **Contract Administrator.** The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a “**Contract Administrator**”):

State:	Contractor:
Sarah Walter 525 W. Allegan Street Lansing, MI 48913 WalterS6@michigan.gov 517-256-4237	John Puricelli 10880 Lin Page Place Saint Louis, MO 63132 jpuricelli@keefegroup.com 314-919-4124

4. **Program Manager.** The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a “**Program Manager**”):

State:	Contractor:
Bernard Scott 206 E. Michigan Ave. Lansing, MI 48909 ScottB4@michigan.gov 517-241-8414	Scott Conrath 21848 Commerce Parkway Strongsville, OH 44149 sconrath@keefegroup.com 800-541-1700

5. **Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Schedule A) if, in the opinion of the State, it will ensure performance of the Contract.
6. **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of VII or better.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limit \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations <u>Deductible Maximum:</u> \$50,000 Each Occurrence	Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04.
Automobile Liability Insurance	
<u>Minimum Limits:</u> \$1,000,000 Per Accident	Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) include Hired and Non-Owned Automobile coverage.
Workers' Compensation Insurance	
<u>Minimum Limits:</u> Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
<u>Minimum Limits:</u> \$500,000 Each Accident	

\$500,000 Each Employee by Disease \$500,000 Aggregate Disease.	
Privacy and Security Liability (Cyber Liability) Insurance	
<u>Minimum Limits:</u> \$1,000,000 Each Occurrence \$1,000,000 Annual Aggregate	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
Crime (Fidelity) Insurance	
<u>Minimum Limits:</u> \$1,000,000 Employee Theft Per Loss	Contractor must have their policy: (1) cover forgery and alteration, theft of money and securities, robbery and safe burglary, computer fraud, funds transfer fraud, money order and counterfeit currency, and (2) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as Loss Payees.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

7. **Reserved.**
8. **Reserved.**
9. **Independent Contractor.** Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
10. **Subcontracting.** Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.

11. **Staffing.** The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
12. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
13. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
14. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.
- In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.
15. **Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in Schedule A.
16. **Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.
- Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.
- If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.
17. **Delivery.** Contractor must deliver all Contract Activities F.O.B. destination, within the State premises with transportation and handling charges paid by Contractor, unless otherwise specified in Schedule A. All containers and packaging become the State's exclusive property upon acceptance.

18. Risk of Loss and Title. Until final acceptance, title and risk of loss or damage to Contract Activities remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State rejects the Contract Activities, Contractor must remove them from the premises within 10 calendar days after notification of rejection. The risk of loss of rejected or non-conforming Contract Activities remains with Contractor. Rejected Contract Activities not removed by Contractor within 10 calendar days will be deemed abandoned by Contractor, and the State will have the right to dispose of it as its own property. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of rejected Contract Activities.

19. Warranty Period. The warranty period, if applicable, for Contract Activities is a fixed period commencing on the date specified in Schedule A. If the Contract Activities do not function as warranted during the warranty period, the State may return such non-conforming Contract Activities to the Contractor for a full refund.

20. Terms of Payment. Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. Liquidated Damages. Liquidated damages, if applicable, will be assessed as described in Schedule A.

22. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.

23. Termination for Cause. The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor

for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.
- 26. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).
- The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.
- The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.
- 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. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.
- 27. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so

that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against 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.

28. Limitation of Liability and Disclaimer of Damages. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

29. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.

30. Reserved.

31. State Data.

- a. Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and, (c) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.
- b. Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data. Contractor must, within five (5) business days of the State's request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data. Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data,

Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 31** are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.

- f. State's Governance, Risk and Compliance (GRC) platform. Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.
- 32. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
- a. Meaning of Confidential Information. For the purposes of this Contract, the term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, though, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
 - b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes

whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; 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 or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.

- c. Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

33. Data Privacy and Information Security.

- a. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. Audit by Contractor. No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. Right of Audit by the State. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.
- d. Audit Findings. Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

- e. State's Right to Termination for Deficiencies. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

34. Payment Card Industry Data Security Standard.

- a. Undertaking by Contractor. Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the Payment Card Industry Data Security Standard (PCI DSS). 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. Cooperation to Notify of Breach. The Contractor must notify the State's Contract Administrator, within 48 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 card associations (e.g. Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. The Contractor must provide, at the request of the State, the results of such third-party security review. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.
- c. Responsibilities for Costs Incurred. The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third party, or State initiated security review. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.
- d. Disposing of Cardholder Data. The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.
- e. Audit by Contractor. The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance or a Report on Compliance showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply with the PCI Data Security Standard.

35. CEPAS Electronic Receipt Processing Standard. All electronic commerce applications that allow for electronic receipt of credit or debit card and electronic check transactions must be processed via the State's Centralized Electronic Payment Authorization System (CEPAS). To minimize the risk to the State, full credit/debit card numbers, sensitive authentication data, and full bank account information must never be stored on state-owned IT resources.

36. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;

(d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

38. **Conflicts and Ethics.** Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
39. **Compliance with Laws.** Contractor must comply with all federal, state and local laws, rules and regulations.
40. **Reserved.**
41. **Reserved.**
42. **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.
43. **Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
44. **Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
45. **Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
46. **Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
47. **Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business

days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

48. **Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the 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 of the State.
49. **Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
50. **Reserved.**
51. **Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
52. **Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
53. **Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
54. **Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
55. **Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

STATE OF MICHIGAN

Contract No. 200000001938

Prisoner Store, Friends and Family Care Package Services
Michigan Department of Corrections (MDOC)

SCHEDULE A STATEMENT OF WORK CONTRACT ACTIVITIES

BACKGROUND

The State of Michigan (Michigan Department of Corrections or MDOC) is required by Policy Directive 04.02.130 "Prisoner Store" and Policy Directive 04.02.135 "Friends and Family Package Program" to supply approximately 38,000 prisoners with store goods including mandatory items such as healthcare, hygiene, stationery, food, metered envelopes, and miscellaneous items.

- Incarcerated (MDOC) individuals may purchase approved items for their personal use, from the standardized prisoner store list of authorized items ([Schedule D](#)).
 - The Contractor must provide a minimum of 400 prisoner store items for MDOC approval by MDOC Program Manager or designee – MDOC reserves the right to change the number of items available for purchase.
- MDOC staff are responsible for delivering the store goods, and friends and family care packages to the prisoners within housing units.

Please Note the following:

- The MDOC Program Manager is responsible for identifying and providing written pre-approval of all items for purchase in a prisoner store.
- Only mandatory health care products/ items which have been pre-approved in writing by the MDOC Chief Medical Officer are included on this list.

SCOPE

The purpose of this Contract is to provide "Prisoner Store" services, including store items and care packages to be purchased by prisoners, and their friends and family members. It is the responsibility of the Contractor to provide services to MDOC Prisoners, Prisoner Friends and Family, and MDOC Facilities. MDOC Prisoners can order and receive delivered store orders on a bi-weekly basis (Store delivery schedule for facilities will be more frequent). Contractor is also responsible for accepting orders for and delivering Friends and Family care package goods to prisoners housed in MDOC facilities.

- Prisoners housed within MDOC facilities utilize the Contractor's ordering system via kiosks or scanned document to place orders from the prisoner store and to place quarterly Friends and Family package orders.
- Friends and Family care package orders are placed via internet, mail, telephone, facsimile, or by Prisoners via kiosk.
- Individual MDOC facilities will be authorized to purchase holiday themed "gift bags" with pre-approved items for their prisoner populations using their Prisoner Benefit Funds (PBF).
 - Holiday gift bags should be available around major holidays, with items available that are appropriate for each holiday. Holidays celebrated may vary from facility to facility.

Items for purchase by prisoners, and their friends and family include but are not limited to over-the-counter medications, food, and personal hygiene items.

REQUIREMENTS

1. General Requirements

The Contractor must carry out this project under the direction and control of the Michigan Department of Corrections (MDOC) Program Manager(s) and other assigned staff. The Transition Timeline (which must include a deadline for completion) will be mutually agreed upon by the State and the Contractor.

- A. No payment, in any form, will be received for service performed, or for the transfer of existing accounts from the current Contractor during the Transition Period. The Transition period will end at a mutually agreed upon date between the State (MDOC) and the Contractor.

The Contractor is responsible for providing the following:

- B. Providing all Wide Area Network connectivity, hardware, switches, software and network connections within the facilities, including interface costs to establish a connection, and provide service to MDOC facilities and end users.
- C. All IT network, interface, or other proposed software (and all future changes/updates to these items) must be pre-approved in writing by the MDOC Program Manager, prior to installation and use. After approval, the Contractor will be responsible for establishing a secure network connection that will link to the demarcation point at each facility and must also provide the supplemental infrastructure from the demarcation at each facility to all kiosks within it. All installation and changes to infrastructure must follow MDOC installation specifications and must include a plan to provide ongoing maintenance.
- D. The Contractor must assume all costs associated with the network and IT infrastructure solution (including any ongoing maintenance), as well as, repair of kiosks or infrastructure damaged by Prisoners at no additional cost to the prisoner, or friends and family.
- E. Any equipment, including 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, prisoner, or friends and family. Including non-existing 110v power connections, the Contractor will be responsible for any required permits for installation when necessary.

Please Note the following Contractor Upgrades:

- F. Hard drives in kiosks will be upgraded to solid State drives and operating systems will be upgraded to Windows 10. Kiosks will be members of an Active Directory to enable better management.

The following will be performed under the supervision of Key Personnel position 2. Alternate Project Manager and Position 8. Alternate Information Technology Representative.

- o The Contractor will be installing a new ATG caching server and WAN connection for facility migration, in addition, to a Power Switch installed at each housing unit. All installations will be in place prior to commencing kiosk hard drive replacements.
 - o The Contractor will switch out kiosk hard drives inside each kiosk to ATG platform – during this hard drive swap the kiosk will be inoperable for approximately 15-minutes; however the site will be down for the day until all hard drives have been swapped. Once the hard drive swap has been completed the kiosk will now be on the ATG platform with continued access to Edge Services.
- G. The Contractor will replace WAN connection, router & server (4U) at each MDOC institution. Replacing WAN and the router will increase stability and manageability of our network.
 - o The Contractor will continue to use State facility wiring; however, the Contractor will install their own switches. As well as, adding and remote-in device to each MDOC facility data closet to allow the Contractor to remotely reboot kiosks.
- H. Windows 2019 servers will be installed in each MDOC institution to function as the domain controller and is the location where the latest version of the kiosk application will be stored.
- I. Each unit will be placed on a self-monitoring program which identifies service level drops in the network for potential kiosk outages. Reporting will be provided each month in accordance with the SLAs identified in [Schedule C](#).

Please Note: All revisions, including those specified in 1.F, G, H & I, will be performed by the Contractor at a mutually agreed upon date and time. Prior to work performed the Contractor will work with the State to identify a schedule that lays out estimated times and go-live dates for each State of Michigan Correctional Facility that will be impacted. Weekly check-in calls will be held between the Contractor and the State to discuss progress and tracking of upgrades.

1.1 Interfacing and System Management

Additional Requirements regarding interfacing capabilities and data transfer can also be found in [Section 3. Kiosks](#).

- A.** The Contractor must have a web-based solution, including hardware, software, and network connection, that allows the Contractor to share data with the State (MDOC) via data file transfer or web-services integration.
- The Contractor's network must be installed in accordance with State standards and coordinated with onsite technical staff.
 - The Contractor will use Advanced Technologies Group (ATG) Commissary Operations Module Software at no additional costs or fees to the State.
 - Any fiber cabling utilized for services will remain the property of the State (MDOC).
 - In addition, the Contractor must also provide a method to allow MDOC the ability to search a read-only database for investigative purposes. Technology must be adaptable to allow MDOC to search via a secure web link for access by approved facility staff. The Contractor will provide, mutually agreed upon, inmate specific information daily to MDOC upon request.

B. Corrections Offender Management System Project

The following processes are subject to change during the term of the resulting contract with the introduction of MDOC's Correctional Offender Management System (COMS).

- The COMS Project will replace the MDOC offender-related functionality of its Offender Management Network Information System (OMNI) (which represents approximately 88% of the legacy system), its Offender Management System (OMS), and multiple ancillary systems.
- The Contractor should be aware that the State intends to utilize the COMS system for Prisoner Banking (AKA Trust).
- At the time of implementation of the Prisoner Store Contract, COMS has very limited to no capability for integrating with other vendor systems, programs, and software.
- Contractor must be willing to work with MDOC and Advanced Technologies Group, L.L.C. (ATG) in the future to potentially integrate data and other information into the COMS system as needed.
- In the future, the MDOC may pursue real-time processing for transactions. The Contractor must work with the MDOC and ATG to allow real time transaction processing at no additional costs. The full scope of work will be dependent on the future capabilities of the COMS system (which are to be determined).
 - The Contractor will work with the State to determine the methodology used to implement the new interface and transition timing. This must include a strategy to communicate interface changes to MDOC staff and prisoners.
 - The Contractor will also include the Family and Friend Care Package Program in COMS-Trust via the ATG Commissary Operations Module.
 - Please Note: End users of the Friends & Family website and order processing will remain unchanged.

- C. Please Be Advised:** MDOC may, at a future undetermined date, move to real-time processing for transactions requested by MDOC Prisoners. The Contractor must work with the State to implement any changes necessary to facilitate real-time transaction processing.

For the purposes of this Contract MDOC will require the Contractor to follow the requirement outlined below until further notice:

Data files provided by the Contractor must provide:

- A breakdown of transactions made through the prisoner store, broken down by:
 - Order type indicating if the order is a Quarterly Friends and Family Care Package Order and/or Prisoner Store Order.
- Information provided by the Contractor via data file transfer or web-services integration must be provided to the State in a searchable document such as a PDF or Microsoft Excel.
- At a minimum the Contractor must be able to send data files once per day to MDOC and must have the capabilities of receiving data files from the MDOC accounting system.

- Information provided from the Contractor will be used by the State (MDOC) to cross-reference order eligibility, prior to MDOC approval. An approved data file will be provided to the Contractor via file transfer identifying all allowable purchases approved by MDOC.
 - The Contractor must then process the prisoner commissary and Friends and Family orders within 24-hours of receipt of the MDOC Confirmation file, unless otherwise specified by the MDOC Program Manager.
 - The Contractor will have the ability to process and report Commissary and Friends and Family order separately for any real-time funding verification system.
- D. Any proposed System Management tool must have the following capabilities:
- Ability to screen and/or restrict prisoners to a certain number of allowable family/friends who are authorized to make purchases on their behalf.
 - The Contractor must work with the State to set screening/restriction as needed, once complete roster files of those with who should be restricted can be provided by the MDOC at mutually agreeable intervals with a minimum of once a month – This functionality must be in place 6-months after Contract Award.
 - View prisoner orders and refund history.
 - Ability to add or delete Correctional Facilities, and/or satellite facilities in addition to those identified currently being served.
 - Ability to adjust the number of prisoners served within any MDOC facility.
 - Ability to accommodate the transfer of prisoners within the MDOC system daily, to ensure orders are redirected in the event a prisoner transfer occurs prior to receipt of ordered items. Or, permit ordered items to be returned for credit to the prisoner.
 - The Contractor's current software/system will allow the addition and removal of locations at the time of processing.
 - When real-time interfaces are allowed, the Contractor's ATG commissary module will update locations and prisoner housing through a daily (real-time) feed – and will redirect orders automatically, at the direction of the MDOC Program Manager.
- E. The Contractor must have a mechanism in place to ensure all store items are continuously available for Prisoners, and their friends and family to purchase – and will not have an inventory outage. MDOC is not responsible for warehouse inventory, this is the sole responsibility of the Contractor.
- The Contractor must notify the receiving MDOC facility and MDOC Program Manager(s) of any out-of-stock items at least 48-hours prior to facility delivery.
 - The Contractor will provide notification of all out-of-stock items via daily emailed out-of-stock report to the applicable State Program Manager(s).
 - The Contractor's ATG commissary module will automatically credit back funds to the prisoner's account for unfulfilled items ordered, prior to package delivery. Or, the ATG commissary module can be setup to provide prisoner previous day fund information.
- Please Note:** Realtime processing will not slow down module performance, will reduce errors, return issues, staff involvement and will eliminate the manual refund process.
- The Contractor must also maintain inventory levels at all warehouse locations, ensuring that no more than 1% of approved store items are out-of-stock for any business day (Monday through Friday).
 - As indicated in the Background section of Schedule A, the Contractor must:
 - Provide at a minimum 400 prisoner store items for purchase – MDOC reserves the right to change the number of available items for purchase.
- F. All proposed System Management tools, in addition to those already approved or used by the State, will be evaluated on the following criteria:
- Ease of use
 - Licensing fees or other access fees that may apply
 - Security of personal information
 - Data collection capabilities, including but not limited to the following:
 - Number of orders filled per prisoner and cost,
 - Prisoner facility location,
 - Returns and Rejected orders

- The Contractor must have a secure means in place for Friends and Family to process online requests, as well as telephone, facsimile, and/or mail order system requests.

Please Note:

- For the duration of the contract, the Contractor will not charge any licensing fees or access fees to the State, or Friends and Family for current or future System Management or Software.
- Upon implementation, the Contractor's ATG- Commissary Module will accomplish the same workflow, by eliminating several manual steps that are performed by the current commissary module. The ATG Commissary Module will maintain the following information:
 - Orders include – inmate number & location of delivery, date/time of order submission and process of sale.
 - Order status will be maintained and will track subsequent rejected or returned orders/items.
 - Line item information – the system will track unit price, quantity, delivered quantity, and reason for difference in case delivered quantity or items is less than ordered.
 - Reports can be made available through the ATG platform, via drop down menu to COMS end users.
 - Any Commissary Module changes and developments will be implemented for the State at no additional charge.

- G. IT Policies, Standards and Procedures (PSP)** – All software must conform with State IT policies and standards – all services and products provided as a result of this Contract must comply with all applicable State IT Policies and Standards. Please refer to Public IT Policies, Standards and Procedures (PSP): http://www.michigan.gov/dtmb/0,4568,7-150-56355_56579_56755---,00.html

Please Note: Not all applicable PSP's are available publicly. Controlled PSP's applicable to the Contractor will be made available after the signing and returning a Nondisclosure Agreement (DNA) form to the State.

- H. State of Michigan (SOM) Digital Standard** – All software items provided by the Contractor must adhere to the State of Michigan/Site Standards which can be found at: www.michigan.gov/standards.

- I. ADA Compliant** – The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Bidder's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Bidder may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Bidder complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution. http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

- J. DTMB Authority to Operate**- The State takes precautions to ensure that its data is safeguarded. Any application environment used by the MDOC must go through a System Accreditation Process called MiSAP. This process uses cyber security standards, such as the National Institute of Standards and Technology (NIST), to determine if the solution meets at least the minimum requirement of cyber security for use. The standards used may vary based on the type of solution and how it is hosted.

The State Cyber Security Team must authorize the operation of IT applications and IT hardware used by the State. After the Contract has been awarded, the Contractor must work with the State to achieve the Authority to Operate (ATO). The ATO process may require time resources from the Contractor to answer questions and resolve any areas of improvement identified with the Contractor's solution.

Please Note: For all other IT and Data Security requirements please refer to Schedule E and Schedule F.

1.2. Transition & Implementation Plan

All transition and implementation plans are subject to approval of the State and applicable Program Manager(s). The State reserves the right to add approved implementation/project plans via Contract Change Notice.

A. Staffing Plan: The Contractor's organizational chart ([Schedule H – Org. Charts](#)) with names and titles of personnel assigned to the project, which must align with the staffing stated in accepted proposal:

- Identify a Contractor Project Manager who is responsible for the entire transition and implementation. Please see section [4.1 Contractor Representative](#).
 - If Project Manager differs from the Contractor Representative please define separation of responsibilities. Please see section [4.2 Program Manager](#).
- Identify transition management teams and duties.
- Training plans for software implementation, and interface usages:
 - Training services must be available for prisoners, friends and family, and State (MDOC) staff. See [Section 4.12.B Training](#) for further detail.

Please Note: The Contractor will work with the State to provide a timeline, broken down into sub-projects for implementation of new ATG Commissary Module transition. All kiosks will and other software, hardware and network connectivity will be updated prior to any additional ATG Module Transition.

B. Requirement ([1.2B](#)) is subject to change with the introduction of MDOC's Correctional Offender Management System (COMS). MDOC may, at a future undetermined date, move to real-time processing for transactions requested by MDOC Prisoners and their Friends and Family. The Contractor must work with the State to implement any changes necessary to facilitate real-time transaction processing.

For the purposes of this Contract MDOC will require the Contractor to follow the requirements outlined below until further notice: The Contractor must provide a time phased transition plan, in the form of a graphic display, showing each event, task, and decision point in the work-plan, indicating how the Contractor will manage a possible transition from the current Contractor. Include the following:

- The project breakdown showing sub-projects, tasks, and resources required:
 - Describe how account and user information will be transferred – utilizing the daily data file transfer received from MDOC.
- All major project milestones, with anticipated outcomes.
- Detailed corresponding calendar/timeline schedule for Implementation.
- Delivery Plan – should outline day-to-day operations for delivery for purchased products to MDOC facilities. Plans should include an alternate plan to accommodate deliveries for:
 - State Holidays, and Emergency Contingency Plan for service delivery.
 - [See Section 8.1 Delivery](#) for further detail.

C. The Contractor must also identify how the following will be conveyed to MDOC:

- Updates/progress reports will be reviewed with the State (including regular updates regarding the Implementation Timeline).
- Process for addressing issues/changes.
- Resolution process, procedures, and strategies.
- Identify individuals who will be responsible for receiving and researching the requested information.

D. Transition Period Requirements

The State will meet with the Contractor for initial review of the Contractor's Transition Plan prior to beginning service delivery and periodically as needed. These meetings include but are not limited to:

- Reviewing progress and opportunities for improvement and compliance with transition plan.
- Providing guidance to the Contractor regarding the timing of activities and solving issues.
 - There must be continuous communication between the State, and the Contractor (subcontractor(s), and specialty services providers, if applicable).
- After implementation is complete the Contractor must meet with each MDOC facility to review the following:
 - System and user functionality
 - Computer interface and system management

E. The Contractor is responsible for delivering uninterrupted Services including system infrastructure. Within 10-business days of the Contract Award Date, the Contractor must submit to MDOC Program Manager, a Transition Plan for final approval. The Contractor may be required to make continuous

changes to the Transition Plan and submit a revised plan to MDOC until all items have been successfully implemented.

- F. The Contractor is responsible for providing a Contract Closeout Plan. This plan must detail how services will be concluded and how services can be transitioned over to the State. The Contractor will work with the State to develop a timeline and method of transition deployment.

G. Fulfillment Centers/Warehouse and Packing

As identified in the Scope section of Schedule A, MDOC prefers a single Contractor which has or will have access to warehouses located within the State of Michigan to allow for fulfillment of all MDOC orders. Warehouse setup should be included in the 6-month transition period.

The Contractor has 23-distribution centers totaling over 1.4 million square feet, with a shipping ability of over 20 million pounds of inventory per month. Please refer to [Schedule J – Fulfillment & Distribution Centers](#) for a complete list of all Warehouse and Distribution Centers.

2. Accounting and Commission Reconciliation

The Contractor must have and maintain means in-place, to track Commissions earned on all Prisoner Store and Friends and Family Care Package sales and possess the capability of reconciling the transaction fees.

- A. When requested the Contractor must collect, on behalf of the State, a Prisoner Benefit Fund Commission (PBF Commission). This is a monthly reconciliation of fees collected, i.e. transaction fees billed, and commissions earned.
- The Contractor will supply both monthly and on demand reports by the 20th of each month.
- B. To maintain existing budgets for programs, services, and full-time employees, the **minimum** rate a Contractor can collect for a PBF Commission is 19%. The State will maintain a PBF Commission rate of 19%.

Please Note: Commissions are not collected on vending machine card sales, photo tickets, metered stamp envelopes, and any additional items that may be identified by MDOC.

When applicable the PBF Commission fees collected, transaction fees billed and/or commissions earned will be provided to the State in the same manner as specified in [Section 2.B](#), [Section 10](#), and [subsection 10.J](#).

- C. The Contractor must submit, a monthly reconciliation of commissions earned from Prisoner Store sales with any other funds owed to the State by the 20th calendar day of each month.
- Commission checks are “back payed” – meaning for example, commission checks for the month of May will be due the 20th day of June.

Please Note: information concerning the Contractor’s monthly commission reconciliation must be reported as described in [Section 10 – Reporting, subsection 10.J – Commissions Report](#).

- D. The Contractor must submit on a quarterly basis, a quarterly reconciliation of commissions earned from Prisoner Friends and Family Care Package sales with any other funds owed to the State by the 20th calendar day of the first month after the close of the previous quarter.
- Commission checks are “back payed” – meaning for example, commission checks for the first Quarter (October -December) will be due the 20th day of January.

Please Note: information concerning the Contractor’s quarterly commission reconciliation must be reported as described in [Section 10 – Reporting, subsection 10.J – Commissions Report](#).

3. Kiosks

Any installation of Kiosks, hardware, or infrastructure must meet the [Requirements of 1.1 H – J](#) and must be installed using the appropriate ADA standards, electrical codes, applicable standards and NFPA fire safety code, and other MDOC requirements for installation.

New infrastructure installs must be approved by the MDOC Program Manager prior to installation and performed by licensed, qualified vendor(s). Closing documents including equipment cut sheets, “as-built” drawings, 80k drawings, dimensions, serial numbers and any other identified information, must be provided to MDOC by the Contractor for final approval.

- A. The Contractor must provide equipment and services that are ADA compliant, including but not limited to Wheelchair accessibility, Braille, or voice capabilities.

- The Contractor will continue to use the existing kiosk footprint which currently meet ADA height compliance. Additional features like, Braille or voice capabilities will be reviewed and implemented upon mutual agreement between the Contractor and the State.
 - The Contractor can install additional kiosks with braille keyboards. Screen layouts will need to be changes to accommodate size difference.
 - Voice capable kiosks, (screen reading) require a new version of the current operating system & kiosks to be replaced by the Contractor.
- B. 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. Kiosks must have multiple language functions including at a minimum English and Spanish.

Please Note: The Contractor must be able to provide the State with additional kiosks upon request, to meet larger or special prisoner population needs, or any other response deemed necessary by the State.

- C. As previously stated, the Contractor must supply its own hardware, software, and network connections. The Contractor must ensure that kiosks provided to the State also have the following functionality:
 - Kiosks must interface (through a data file transfer) with the MDOC prisoner accounting system and have the capability of providing prisoners with their general account balance information and historical transaction data.
 - The Contractor must provide any additional programming needed to accommodate all indigent prisoner store order processes, this may require exchange of additional accounting data or special-order details, or additional kiosk functionality.
 - Kiosk software must only allow the prisoner or assigned MDOC staff member to access historical store activity – at a minimum the previous 12-months must be displayed for any given time period, to include up to the last 25-transactions of the prisoner's account.
 - Prisoners must not be able to view other prisoner accounts or place orders for other prisoners.
 - Kiosks must have the ability to verify store orders against available items for purchase.
 - Ensure all items are processed in the priority order established by MDOC.
 - Priority order meaning indigent (non-food) items including health care and hygiene products are filled first.
 - Kiosks currently are powered through Ethernet POE, (the State's preferred power source.)

Please Note: ATG-Commissary System/Software Specifications: Any COMS transaction history can be sent to the Contractors ATG-Commissary System.

- D. The Contractor must submit to the MDOC Contract Manger and Program Manager, in writing the specs/dimension of all kiosks that will be installed in MDOC facilities for prisoner access, at least 30-days before the proposed installation date. Specs/dimensions should include at a minimum the following information:
 - Kiosk dimensions – indicating how far kiosks protrude from the wall, or area of installation.
 - For new installation of kiosks:
 - Indicate who will be responsible for installation,
 - i.e. the Contractor or Subcontractor. If multiple parties, please list all.
 - Process for facilities to move/change locations of kiosks:
 - Indicate the responsible party for removal and installation if multiple parties please list all.

Please Note: The Contractor will utilize a combination of subcontractors to complete all new kiosk instillation and continual maintenance. Please refer to Section 4.8 Disclosure of Subcontractors' for further information.

- E. The Contractor must disclose the name and ability to customize or develop the application (software) used to run the kiosks and/or the software/web site used by MDOC Staff.

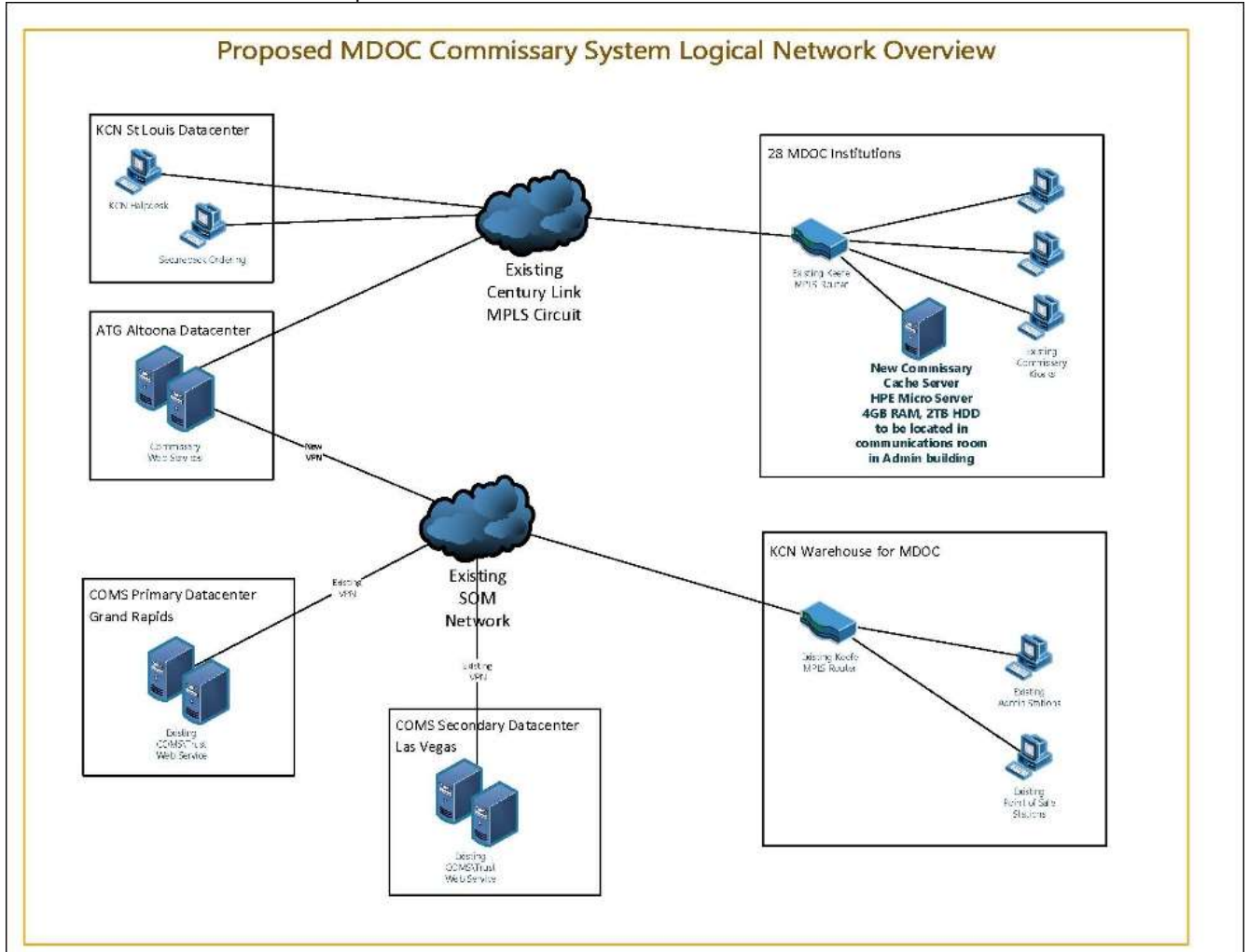
For this Contract, the Contractor has proposed the continued use of ATG's Offender Management System (OMS) Commissary administration software. OMS is highly customizable to meet work processes and will be customized to meet the specific need of MDOC.

For future the Commissary Module , the Contractor must provide information concerning the following:

1. Any Application Development Schedules.
 2. The Application Development Schedule should include the frequency that application releases/upgrades performed (As Needed, Monthly, Quarterly, etc.), options for the MDOC to opt out of any releases/updates, and a mechanism for the MDOC to add to the scope of Contractor's development to resolve any issues identified with the kiosk application and/or the software/web site used by the MDOC Staff.
 3. Application development should continue for the life of the contract
- F. The Contractor must provide a Technical Map that identifies all hardware and infrastructure necessary to operate the Prisoner Store Solution.

The Technical Map should include:

- Intended make and model of all hardware utilized at each facility (including hardware provided by third parties such as the Internet Service Provider).
- Hardware installed inside of the facility should have the location of the device delineated on the Technical Map.



4. Staffing

4.1. Contractor Representative

The Contractor must appoint at least one individual who will be specifically assigned to State of Michigan accounts, who will respond to State inquiries regarding the Contract Activities, answer questions related to ordering and delivery, etc. ("Contractor Representative").

Please Note: Contractor may appoint one individual for both the Contractor Representative and the Project Manager. Please refer to [Section 4.6 Key Personnel](#) for Contractor Representative Information.

The Contractor must notify the Contract Administrator at least 14-calendar days before removing or assigning a new Contractor Representative or Project Manager, when possible. Notice of 48-hours or less will be enough in extenuating circumstances, as identified in [Section 46. Force Majeure](#) of the Standard Contract Terms.

4.2 Project Manager

The Contractor must also appoint at least one Project Manager who is responsible for the transition and implementation of Contract Activities plan/schedule during the transition period. Please refer to [Section 4.6 Key Personnel](#) for Project Manager Information.

4.3. Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to contact the Contractor Representative. The Contractor Representative must be available for calls during the hours of 8:00 a.m. – 7:00 p.m. EST Monday – Friday.

- Keefe Commissary Network – Office for Sales & Contract Management: 800-541-1700

4.4. Technical Support, Repairs and Maintenance

The Contractor has specified: 800-864-5986 as its toll-free number for the State to contact the Contractor for technical support, repairs, and maintenance, for all services, orders, kiosk repair/replacement and other equipment repair/replacements, during the hours of 6:00 a.m. – 7:00 p.m. EST Monday – Friday.

The Contractors (KCN, LLC) will assist with:

- Keefe Commissary software & hardware, Commissary Warehouse operations.
- SCORE Kiosks – all calls will go to the KCN Helpdesk. The ATG team will be the 2nd-level of support – if needed. Please refer to [Schedule L – Keefe Support Services Incident Handling](#), for further information.

The Subcontractor, (ATG Technical Services) will assist with:

- Interface – between COMS-Trust and ATG-Commissary – the same support process for COMS-Trust will apply to ATG-Commissary.

Please Note: The Contractors phone service is available 24-hours a day, 7-days a week.

- When providing technical support, the Call Center will place the request into a case management system and will automatically provide the caller with an "incident number" that will be used to document the call.
 - If the requesting party will receive a written response with "incident number" if the request is received via email.
- Requests will be tracked through the case management system until completion. Once requests have been resolved the status will be updated and placed in a hold status for 48-hours.
 - If the request is discovered to have additional issues after initial resolution – the ticket is taken off the holding status for further review. Otherwise, after 48-hours the request is fully closed.
- In most instances resolution to caller requests must be resolved within 30-minutes, if resolution cannot be provided within 30-minutes the following time frames must be adhered to:
 - The Callers issue must be resolved within 48-hours (Monday through Friday) of the receipt of the "incident number".
 - The Contractor must work with the State to determine a resolution plan for issues that need additional services to provide resolution.

Please Note: Failure to complete services within the timeframes specified above may result in SLA Credits. Please refer to [Schedule C - Service Level Agreement Metrics \(SLA\)](#), further information.

4.5. Work Hours

The Contractor's Call Centers must be in the Continental United States. Call Centers must provide technical support for friends and family orders, kiosk repair/replacement requests and other equipment repair/replacements requests.

Standard Service Hours:

- A. The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 6:00 a.m. to 7:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

Please Note: Calls received from the State (MDOC) from 6:00 a.m. to 7:00 p.m. EST must be returned within 1-hour of receipt if immediate assistance is not available during Standard Service Hours.

Emergency/Afterhours Service:

- B. The Contractor must provide afterhours service, including weekends and holidays, to assist the State. The Contractor must provide service from 7:00 p.m. – 6:00 a.m. EST, Monday – Sunday.

Please Note: Calls received for the State (MDOC) from 7:00 p.m. to 6:00a.m. EST, must be returned within 2-hours of receipt, if immediate assistance is not available.

4.6. Key Personnel

The Contractor must appoint at least five (5) individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State's account, be knowledgeable on the contractual requirements, and respond to State inquires within 24-hours.

Key Personnel Roles include:

1. Project Manager
2. Contractor Representative
3. Customer Service Representative
4. Information Technology Staff Representative
5. Contractor Service Manager

Please Note: The Contractor must provide at least 5 alternates, one alternate, for each of the Key Personnel Roles indicated above. Alternates will be responsible for services under this Contract when the primary Key Personnel are not available.

Contractor's Key Personnel must be on-site at a mutually agreed upon location and time when required by the State (MDOC).

The State has 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 will notify the State of the proposed assignment, introduce the individual to the State's Project Manager, and 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 will provide a written explanation including reasonable detail outlining the reasons for the rejection. The State may require a 30-calendar day training period for replacement personnel.

Contractor will not remove any Key Personnel from their assigned roles on this 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"). An Unauthorized Removal 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. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Termination for Cause in the Standard Terms. It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this 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 Termination for Cause, the Contractor will issue to the State the corresponding credits set forth below (each, an "Unauthorized Removal Credit"):

- (i) For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if the Contractor does not identify a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving or a period of at least 30 calendar days before the Key Personnel's removal.
- (ii) If the Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30 calendar days, in addition to the \$25,000.00 credit specified above, the Contractor will credit the

State \$833.33 per calendar day for each day of the 30 calendar-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 Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30 calendar days of shadowing will not exceed \$50,000.00 per individual.

The Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above:

- (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and
- (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

Key Personnel Table		
Position	Name	Physical Location of Employment
1. Project Manager	Scott Conrath (KCN, Regional Manager) Phone: 800-541-1700 Email: sconrath@keefegroup.com	Strongsville/Cleveland, OH
2. Alternate: Project Manager	Darryl McLeod-Hughes (ATG Subcontractor) Phone: 515-273-8549 Email: darryllm@a-t-g.com	West Des Moines, IA
3. Contractor Representative	Scott Conrath (KCN, Regional Manager) Phone: 800-541-1700 Email: sconrath@keefegroup.com	Strongsville/Cleveland, OH
4. Alternate: Contractor Representative	Tim Nichols (KCN, Group Vice President) Phone: 800-541-1700 Email: tnichols@keefegroup.com	Strongsville/Cleveland, OH
5. Customer Service Representative	Joseph McGinnis (KCN, Regional Manager) Phone: 313-204-7348 Email: Joseph.McGinnis@keefegroup.com	Strongsville, OH
6. Alternate: Customer Service Representative	Kelly Lezark (KCN, Account Manager) Phone: 800-541-1700 Email: klezark@keefegroup.com	Strongsville/Cleveland, OH
7. Information Technology Representative	Matt Reynolds (ATG Subcontractor)	West De Moines, IA
8. Alternate: Information Technology Representative	Jon Rathje (ATG, Subcontractor)	West De Moines, IA
9. Contractor Service Manager	Eric Schwamberger (KCN, Manager)	Grand Rapids, MI
10. Alternate: Contractor Service Manager	Leon Nicholson (KCN, Manager)	Grand Rapids, MI

4.7. Organizational Chart

The Contractor has provided overall organizational chart that details staff members, by name and title, and subcontractors in [Schedule H – Org. Charts](#).

The Contractor must submit updated Org. Charts to the State on a quarterly basis throughout the Contract life. Update Org. Charts must only be submitted if Staffing has changed.

4.8. Disclosure of Subcontractors

If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name, address, and telephone number.
- A description of the subcontractor's organization and the services it will provide; and information concerning subcontractor's ability to provide the Contract Activities:
 - Providing a complete description of the Contract Activities that will be performed or provided by the subcontractor.
- The relationship of the subcontractor to the Contractor:
 - Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.
- If your organization is not currently utilizing subcontracted services, but may in the future, the above information must then be provided.

Please Note: For a list of current Subcontracts please refer to [Schedule K – Subcontractors](#).

4.9. Security

A. The Contractor, its staff, and any subcontractor staff will be subject the following security procedures:

1. No active warrants or pending charges on any staff assigned to this contract.
2. May not be under Federal, State or local jurisdiction as a prisoner. Felony ex-prisoners will not be considered as contracted staff until they have been discharged from all sentences, including parole and probation, and are approved by the Deputy Director of the Correctional Facilities Administration (CFA) or designee. MDOC reserves the right to approve or decline applicants who have been involved in the criminal justice system depending on the circumstances.
3. Not under investigation or under disciplinary action of the Michigan Department of Licensing and Regulatory Affairs.
4. Has not 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.
5. Has not been convicted of engaging in, attempting to engage in or conspiracy to engage in sexual activity 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.
6. Has not been civilly or administratively adjudicated to have engaged in the activity described above.
7. The MDOC may investigate the Contractor's and 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 personnel eligibility for working within MDOC facilities and systems. The investigations will include Michigan State Police Background checks (ICHAT) and the Law Enforcement Information Network (LEIN) and may include the National Crime Information Center (NCIC) Fingerprints. Proposed Contractor personnel may be required to complete and submit an RI-8 Fingerprint Card for the NCIC Fingerprint Check. Any request for background checks will be initiated by the MDOC and will be reasonably related to the type of work requested.
8. All delivery drivers, Contractor's and subcontractor's staff and technicians that are entering an MDOC facility must be LEIN cleared by MDOC at least 72 hours prior to facility entry. The Contractor's personnel must be LEIN cleared and received written approval from the MDOC's Contract Manager initially and annually by MDOC prior to any work with MDOC prisoners. The Contractor should attempt to get any and all staff/inspectors that potentially could go into a secure facility during the life of the contract pre-cleared through LEIN before a need is recognized. Should an emergency arise, MDOC may be able to LEIN clear individuals less than 72 hours if approved by the Contract Manager.
9. The Contractor and subcontractor personnel must request LEIN clearance in writing. The completed LEIN Information Form must be sent to and approved by MDOC prior to Contractor's personnel working with MDOC prisoners and annually following approval. There is no cost associated with the LEIN. The LEIN form and email address will be provided to the Contract awardee(s).
10. Contractor and Sub-Contractor staff may be required to complete MDOC specific trainings before entering a facility or services can be performed. This may include but is not limited to Facility specific orientations or other MDOC specific trainings identified by MDOC Program Manager or designee.
11. All vehicles entering a correctional facility must be inspected before entry of the secure perimeter.
12. The Contractor's and subcontractor's personnel must anticipate delays when visiting any correctional facility due to issues within the facility.

13. The Contractor's personnel must comply with the State's security and acceptable use policies for State IT equipment and resources. Furthermore, Contractor personnel must agree to the State's security and acceptable use policies before the Contractor personnel will be accepted as a resource to perform work for the State. The Contractor must present these documents to prospective Contractor personnel before the Contractor presents the individual to the State as a proposed resource. Contractor personnel must comply with all physical security procedures in place within the facilities where they are working.
14. The MDOC reserves the right to deny access to any correctional facility to anyone 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. Weapons, alcoholic beverages, poison, and prescription drugs and controlled substances without written certification of needs from a licensed physician (does not include medical supplies for the facility), cellular devices, cameras, and audio or visual recording devices are prohibited from being brought into all MDOC correctional facilities. Tobacco products and smoking also are prohibited both inside a correctional facility and on facility grounds except as specifically authorized by MDOC policy. Wardens may prohibit other items from being brought into their respective correctional facilities. Smoking is prohibited.
15. Security is the facility's first priority and the Contractor, Contractor's Personnel, and Subcontractor's Personnel must be responsive and respectful of these needs.
16. The Contractor, Contractor's, and subcontractor's personnel must comply with and cooperate with all correctional facility rules, procedures and processes as well as State and federal laws. Contractor personnel must ensure that they are complying with all facility rules and regulations including, but not limited to, dress code and items allowed to be possessed.
17. The Contractor's and subcontractor's personnel must follow the facility entry, exit, manifest process, to include the following: The Contractor personnel will receive an orientation and training by the MDOC on security, procedures, etc., inside the correctional facility. The Contractor must maintain a copy of the Contractor's personnel training certificates in the appropriate file for auditing purposes.
 - a) The Contractor's personnel must follow all MDOC rules, procedures and security processes at all times.
 - b) The Contractor must ensure that all Contractor's and Subcontractor's personnel working in a correctional facility are familiar and in compliance with the necessary routines and increased awareness of working inside a facility. Working inside the facility requires that the Contractor's and Subcontractor's personnel develop positive and cooperative relationships with MDOC facility staff.
 - c) Depending on the level of Prisoner contract and access to sensitive MDOC data, the Contractor staff may be required to complete more comprehensive training provided by the MDOC.
18. The Contractor's and Subcontractor's personnel must report any concerns, issues, or rule violations to the MDOC facility staff immediately.
 - a) The Contractor's and Subcontractor's personnel must use the MDOC facility staff as a resource for questions and guidance working with prisoners and inside a correctional facility.
 - b) The Contractor's and Subcontractor's personnel must defer to MDOC correctional facility staff for directions. The Contractor's and Subcontractor's personnel must remember they are a guest in the facility and that security is the first priority of the facility.
19. The Contractor must document if any personnel assigned to the Contract (including Sub-Contractors) are related to or acquainted with a Prisoner incarcerated and under the jurisdiction of the MDOC.
 - a) For Contractor's and Subcontractor's personnel who are related to or acquainted with a Prisoner offender, the staff member must complete the MDOC's Offender Contact Exception Request (CAJ-202) and submit it to the MDOC Contract Manager or designee.
 - 1) The Contractor must ensure its personnel and subcontractor's personnel complete the form and notify the MDOC Contract Manager of any changes throughout the contract term.
 - 2) Should MDOC discover that a Contractor staff member has failed to complete and submit the MDOC Offender Contact Exception Request Form, the Contractor will be required to remove the individual from working on MDOC contract deliverables.
 - 3) The Contractor shall provide a monthly roster of all personnel (noting any Offender Contact Exception Requests that have been submitted) to the Contract Manager or designee.

- b) All personnel must be advised that the MDOC monitors all prisoners contacts (i.e. emails, telephone calls, packages (including store and Friends and Family), mail, in-person visits, etc.). Any contact that the MDOC deems suspicious or illegal may result in the removal of personnel from working on MDOC contract Deliverables.

20. Contractor or delivery vehicles are not permitted to enter MDOC facilities if there are video cameras equipped on the vehicle.

- B. The Contractor must meet the following security measures to ensure the security of State facilities:
 - Contractor and subcontracted personnel of the Contractor will be required to complete and pass an annual MDOC LEIN clearance to enter all secured perimeters of each institution.
 - Contractor personnel visiting State facilities will be dressed in appropriate attire (i.e. work uniform, business casual, etc.). All subcontracted personnel will have the designated uniforms and/or badges as forms of identification.
 - 7-year trace of background elements listed below for all 50 States will be completed:
 - SSN Trace
 - Country Criminal Record – past 7-years
 - Enhanced Nationwide Criminal Search with National Sex Offender
 - State Criminal Repository – past 7-years
 - National Sex Offender
 - Federal Criminal Record
 - Locator Select
 - Office of Foreign Assets Control
 - MVR's are upon request for New Hire Request for driver positions
 - Credit Checks are run for corporate employees only

4.10. Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15601

- A. The Contractor, Contractor's and Subcontractor's Personnel shall comply with the Final Rule implementing PREA, all applicable PREA standards (PREA Standards -- the State to provide Contractor with updated documents, on an as needed basis), and the agency's policies. The Contractor's and Subcontractor's Personnel shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related policies of the MDOC will be considered a breach of contract and may result in termination of the contract.
- B. Contract Personnel who may have contact with prisoners must complete PREA training (Program A - Correctional Facilities Administration (CFA) Security Regulations) the State to provide Contractor with updated documents, on an as needed basis), prior to entrance in any MDOC Facility. Upon completion, Contractor's and Subcontractor's Personnel shall submit a signed memorandum to the MDOC Contract Manager or designee documenting completion of the training and date of completion.

4.11. Vendor Handbook

- A. The Contractor must require all its employees and Subcontractors working inside an MDOC correctional facility to read and sign the MDOC Vendor Handbook ((the State to provide Contractor with updated documents, on an as needed basis).
 - The purpose of the MDOC Vendor Handbook is to provide Contractors with general information regarding basic requirements of working within the MDOC, provide notice of work rules, and consequences of rule violations.
 - The awarded Contractor must provide copies of each signed Employee Acknowledgment to the MDOC Contract Monitor at the completion of the employee orientation.

4.12. Meetings & Training

- A. The Contractor must attend the following meetings:
 - Kick-off meeting within 30-days of the Contract Award Date
 - Transition meeting – if applicable
 - Weekly/Bi-weekly implementation update meetings – if applicable
 - Introduction meeting – if applicable
 - Monthly review and status meetings:
 - This meeting will be held between the Contractor's Program Manager and the State, to review the process and performance to the program
 - Quarterly Review meetings – if applicable.
 - Any other meetings deemed appropriate by the State.

- B. The Contractor must provide the following training:
- System implementation Training – Software and Interface usage
 - Training must be available for all MDOC staff.
 - System (Kiosk) Ordering
 - The Contractor must provide training to at a minimum of one MDOC-designated person at each MDOC facility on ordering, receiving, shipping and availability for reports.
 - Training must also be made available for prisoners, and their friends and family.
 - The Contractor must explain its training capabilities and any training that is included in its proposal and provide documentation and copies of its training materials.
 - The Contractor will work with the State to coordinate webinars to provide training on power users for kiosks, software, and modules.

Please Note: The Contractor must provide both written and video training instructions for prisoner on the use of the kiosk. The Contractor will provide informational material that can be posted near kiosks for explanations and guidance. As well as PDF documents available on kiosk main screens that described in detail how to navigate the kiosk software including login/logout, account history and commissary ordering.

- C. MDOC Provided Training – In accordance with MDOC instruction the following training will be provided to Contractor Staff and Subcontractor Staff, who:
- Provide direct services to offenders; or
 - Provide services within Correctional Facilities; or
 - Provide direct services to offenders within Correctional Facilities.
- Must complete MDOC providing training before providing services under this Contract at no additional cost to the State.

Please Note: Exceptions may be made for transfers or employees with prior MDOC work experience in similar positions who have previously completed MDOC training. For questions or concerns regarding MDOC training, please contact the MDOC Contract Monitor and Program Manager.

5. Prisoner Store, Friends and Family

5.1 Ordering

The Contractor must describe how orders received in the following formats are processed:

- Electronically
- Facsimile Transmission
- Telephone
- Written order

The Contractor has the following internal controls to ensure the following:

- Orders are placed by authorized individuals
 - All Prisoner Store orders are placed via kiosk require the inmate to enter in an Identification Number & Pin for purchase authorization.
 - If kiosks are not available, or a special order needs to be placed the State will assist as an alternate means of order input.
 - Any form of manual entry will be at the discretion and agreement of the inmate and the State staff member facilitating the order.
- Identify orders of an abnormal nature
 - Verify orders identified as abnormal by MDOC – The Contractor will work with the MDOC Program Manager to define and document parameters that would make an order “abnormal” in nature.
- Orders are verified and are accurate
 - The Contractor is responsible for identifying incorrect or incomplete orders, and corrective action to be taken.
 - The Contractor has a team of quality control monitors to review orders for accuracy and completeness. Notification will be provided to the State should an issue arise with an order.

Please Note:

- The Contractor must have a mechanism to provide prisoners the ability to place orders by manual process and kiosk, and Friends and Family the ability to place orders by mail, telephone, internet, or facsimile for prisoners housed in MDOC Facility.
- Family and Friends orders can be placed via kiosk (prisoner only), Website, Phone or Mail. Individuals who wish to purchase a package for a prisoner will be required to register for an account with Access Securpak prior to order submission.

5.2 Prisoner Store Items & Availability

Incarcerated (MDOC) individuals may purchase approved items for their personal use, from the standardized prisoner store list [Schedule D](#).

- A. The MDOC Program Manager is responsible for identifying and providing written pre-approval of all items for purchase in a prisoner store. The Contractor must ensure all store items are approved, by the MDOC Program Manager prior to instore purchase.

Please Note: Only mandatory health items which have been approved by the MDOC Chief Medical Officer are included in [Schedule D](#).

- B. The Contractor is responsible for maintaining the following:
- Maintaining continuous availability of all prisoner store items, including low sale items, no substitution items may be provided, or backorders may be delivered unless written approval is received by the MDOC Program Manager.
 - For items no longer manufactured/discontinued the Contractor must notify the MDOC Program Manager to receive approval to remove the discontinued product from store list.
 - The Contractor must notify the MDOC Program Manager 14-days prior to item discontinuation when applicable.
 - The Contractor must also provide any and all Discontinued Item Letters from the vendor to the MDOC Program Manager. Only letters that are less than 90 calendar days old will be accepted.
 - Impose quantity limits on specific items due to sanctions imposed on prisoners, or custody levels as required by MDOC.
 - Feminine Hygiene products are only available to female prisoners.
- C. Miscellaneous – Envelope Specifications
- MDOC policy requires that regular and legal-size envelopes must be available for purchase through the scanned order forms and kiosks.
 - One and two-ounce postage must be available for purchase by prisoners at kiosks.
 - Prior to delivery, each envelope must include: pre-printed fields for the following information
 - Prisoner's name
 - Prisoner's ID number
 - Facility location

5.3 Prisoner Store Items

The Contractor must ensure the following criteria is met for every order placed

- A. Prisoners may purchase up to \$100.00 worth of store items, plus applicable sales tax, once in each two-week period. Prisoners may place a total of 26 orders per year.

Please Note: Spending limits, are determined by MDOC and are subject to change. Should Spending limits change, authorized MDOC staff will provide ample notice to contractor prior to altering amounts in the Contractor's software. The Contractor will work with the State of make necessary adjustments.

- B. The Contractor must provide a list of 400 store items like those provided in [Schedule D – Standardized Store List](#). 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. Store items must include the following alternative options:

- | | |
|------------------|------------------|
| • Kosher | • Gluten-Free |
| • Passover/Seder | • Soy |
| • Halal | • Diabetic items |
| • Healthy Choice | |

The Contractor must provide the following information for all items offered through the prisoner store:

- Grade and Quality, including Ingredients and product specifications. All products offered must be non-alcoholic
- Alternative options must be clearly labeled and categorized to avoid confusion during ordering.
- Identify any products which contain mercury, alternate mercury-free products must also be made available.

The Contractor must ensure that all items meet the following:

- All packaging is identified as re-sealable or clear.
- All items comply with fire safety requirements.
- All items are non-caustic and do not require refrigeration.
- All items must be non-oil based, may not contain gum, or come in capsule form.

Please Note:

- The Contractor may choose to update items offered every 6-months. MDOC typically uses the months of January and July for reviewing/implementing change requests.
- MDOC must approve any changes to items prior to implementation.
- All products provided for purchase by the contractor must comply with the FDA Pure Food Laws and Regulations and State of Michigan Law.

5.4 Friends and Family Packages

In addition to the 26 bi-weekly store orders, the Contractor must ensure the following requirements are met for all items available through this program are the same as [Schedule D – Standardized Store List](#).

- A.** The Friends and Family program must be made available to prisoners by kiosk or paper order form, as well as friends and family of incarcerated individuals' via:
 - a. Online order
 - b. Telephone
 - c. Mail
 - d. Facsimile
- B.** A maximum order amount will be determined by MDOC Program Manager and may be subject to change. The current maximum order amount is \$100.00. A maximum of one order per quarter (based on MDOC fiscal year October-September) can be placed by the prisoner or friend/family of the prisoner. Orders are accepted on first placed, in the system basis.
- C.** 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 the prisoners at a facility.
- D.** 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.

5.5 Holiday Gift Bags

In addition to the store orders and Friends and Family packages, the Contractor must ensure the following service is provided: The "Holiday Gift Bag" program must be made available to MDOC Facilities by Delivery Order submitted by a Regional Business Office. These orders are paid for by the Facility's Prisoner Benefit Fund.

- Items for gift bags may include store approved items or other holiday themed items approved by MDOC Program Manager.
- Items should be predetermined by the Contractor before order and grouped in options ranging in the \$3-\$7/per gift bag range.
- Items must not contain any of the following:
 - Glass or metal containers or parts;
 - Oils;
 - Items containing gum;
 - Items in capsule form;
 - Items in squeeze bottles; and
 - Items with double-wall construction (e.g. insulated mugs) or double-wall packaging unless packaging is clear.
- All kits/gift bags will be sold in a wholesale fashion and delivered via Contractor carrier – All items and prices will be reviewed the State prior to purchase completion.
 - Once approved marketing/literature will be provided for distribution
 - All orders can be placed by the State via phone or email with the Contractor. Orders will be completed and delivered at a mutually agreed upon date.
 - The Contractor can also customize kits to suite the need of a specialized population, with advanced notice.

5.6 Vending Credits & Photo Tickets

Contractor is responsible for providing a solution or mechanism in which MDOC Prisoners are able to purchase vending credits and photo tickets through the Prisoner Store system.

- Prisoners must have the ability to purchase "credits" for facility vending through the Prisoner Store System.
- Prisoners should be able to select an amount (in increments of \$1.00) for use after processing through the Contractor's system and the MDOC Trust accounts.

- Prisoners must have the ability to purchase photo tickets at kiosks – The Contractor will process the order and provide notice to the MDOC facility for photo ticket approval. Each facility will be responsible for the distribution of photo tickets.
- Vending credit amounts elected by Prisoners should never be invoiced by the Contractor, instead the Contractor should create a report (see Section 10-I) that can be accessed by facilities to determine how much money was earmarked for vending credits. Credits are tracked by the Contractor's system until the facility is able to get reports and manually transfer the funds to the Prisoner's vending card.
- Contractor must not charge commission rates on vending credits.

5.7 Order Cancellations, Modifications & Returns

The Contractor must have mechanisms in place to process refunds, returns, cancellations, and/or replace incorrect store orders, and items received.

- A.** The following will apply when an order modification/cancellation or refund occurs:
- A transaction fee will not be applied for cancellations of orders, or a change in items ordered or quantities ordered when a new order number is not generated.
 - If an order is cancelled the purchase price must be credited back to payee within 24-hours.
 - The Contractor must not charge the MDOC or Prisoners a restocking fee for cancelling orders.

Please Note:

- For orders that are cancelled prior to processing by the Contractor's Michigan warehouse, no charge will be placed against the inmate's trust account.
- For orders cancelled after processing and shipment from the Michigan warehouse, credits will be processed as follows:
 - Store Orders: MDOC designated staff
 - Family and Friends Orders: Notification sent to the Contractor's support staff to issue credit back to order originator

- B.** The Contractor must provide refunds when necessary through the following processes:
- Non-prisoner placed order: Refund money to the individual who placed the order.
 - Prisoner placed order: Refund money will be issued to MDOC.
 - Must accept all returns sent from MDOC with no fees assessed.

Please Note:

- All refund transactions must be completed within 48-hours after notification from MDOC.
- Refunded orders must not count against prisoner's maximum for the quarter.
- If a real time solution is realized during the contract term, refund money will be issued to the Prisoner's account directly.

C. Prisoner Correspondence

The Contractor must make available a means via kiosk for prisoners to submit correspondence for issues, return and refund status, as well as, other MDOC approved means of communication with the Contractor.

The Contractor will work with the State to develop a process for refunds/credit requests.

- The Contractor must respond to all prisoner correspondence within 7-business days of receipt.
- Responses must be made available via kiosk, unless otherwise specified by the State.

6. Recalls

The Contractor must have a product recall program that provides for immediate notification to all MDOC facilities where the product has been received.

- The notification must not exceed 24-hours after the Contractor learns of the recall.
- The Contractor must provide the MDOC Program Manager and Contract Manager with Vendor Recall Letters via email.
- The Contractor must pick-up all products subject to recall and must provide one of the following:
 - MDOC approved replacement item.
 - Refund the prisoner(s) who order is affected by the recall.
 - Refunds will be issued at no cost to the State, or prisoner(s).

7. Packaging

When packing items for delivery the Contractor must ensure that the following specifications are met, failure to meet packaging specifications will lead to refusal of delivery. The Contractor will be responsible for any and all costs associated with refusals or delivery and re-shipping costs that may occur.

A. Prisoner store Item Packaging

The Contractor must ensure all store items are:

- Blind packing processes must be used – The employee must not know the name or, any personally identifiable information regarding who the order is being packed/filled for.
- Limited to single wall packing and if available soft/transparent packaging.
- Items are not packaged in squeeze bottles unless otherwise approved by MDOC.
- No glass, metal containers or containers with metal parts are used.
- All items must be properly labeled for individual sale, display Universal Product Code (UPC), expiration date or sell by date, and legible code dates of manufacturer.
 - Consumable food products past their expiration date are strictly prohibited and will be refused.
 - All items must be delivered within 14-days of the “sell by date” identified on the item packaging.

B. Prisoner Store Order Packaging

The Contractor must ensure the following:

- All packaging and packing material are new and clean.
- No metal wire ties, metal clips, paper-coated wire ties, or staples are used for sealing plastic film bags.
- Film bags (2 mil minimum) must contain small air holes to reduce future inappropriate use of bags by prisoners.
- Bags width must not exceed width of sealing device in order to prevent bunching or cross sealing of bags.
- Hygiene items must be separately bagged and sealed, sealed bag must then be placed within the order bag, as directed by MDOC.

C. Prisoner Store Order Packaging – Continued

The Contractor must ensure, at a minimum that the following Bag Seal Standards are met:

- **Store bags must be heat sealed in two locations:**
 - First Seal: at the bottom, this seal must be low enough to keep the store item(s) intact thus only allowing the prisoner to break the seal.
 - Second Seal: must be located at the top of the bag and provide enough room that the order receipt is secured in between the two seals. Also, the second seal should provide enough room for workers to grab in order to move/carry bags.
- **Within the two sealed areas of the bag there must be a perforated laser printed paper receipt that contains the following:**
 - Itemized receipt of each item(s) contained in the order and status.
 - Items identified as “not filled” must include the reason i.e. insufficient funds, out-of-stock, item(s) not allowed, etc.
 - The total sales amount with applicable sales tax paid must be itemized and clearly displayed.
 - A signature line must be clearly visible.
 - The signature line will be completed by the recipient (prisoner) to acknowledge receipt of order.

D. Prisoner Store Order Packaging – Continued

The Contractor must ensure that each bag is clearly labeled in a large printed font.

Labels must include the following information:

- Prisoner's Full Name
- Identification (ID) Number
- Facility Address, and Housing Unit Location
- And quantity of bag to be delivered i.e. Bag 1 of 1, Bag 1, of 2, Bag 1 of 3 etc.

Please Note: The Contractor's ATG Commissary Module will no longer require the use of prisoner identification labels, as all receipts will be reprinted prior to final packaging and will contain all of the above information.

E. Prisoner Store Order Packaging – Continued

The Contractor must ensure all packaging processes and fulfillment of orders are “blind”. Meaning that individuals packaging orders do not know the identity of the package/bag recipient.

F. Prisoner Order Packaging (Friends and Family) – Boxes

The Contractor must ensure each bag within the box is appropriately heat sealed as described in [7.C Prisoner store Order Packing – Continued](#).

- The prisoner’s receipt for the package is sealed within the bag.
- The facility’s receipt for the package is contained within the bag.
- Each box must be sealed with security tape.
 - If the tape of 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.
- Re-ship orders must not be held by the Contractor longer than 7-calendar days, if this item cannot be delivered in a full pallet.
- If the facilities order does not reach a full pallet, the order must be shipped by an MDOC approved means, prior to shipment, at the Contractors expense.

Please Note:

- The Contractor may be asked to provide a sample box, bag and receipt for evaluation.
- The Contractor will not assume any costs to damages or expired product if the warehouse receives a transfer shipment outside of 5-business days from any originating State Facility/warehouse.
- If the inmate being transferred will be subject to a new classification, such scenario may hinder or limit their ability to receive the original contents of the package.
 - The Contractor would then credit the original order and the MDOC would then ship the complete, unopened order accompanied with the proper paperwork back to the originating warehouse for replenishment of inventory

G. Prisoner Order Packaging – Boxes Continued

The Contractor must ensure that boxes are clearly labeled in printed plain text English, stamped and stenciled labeling; and must be water-fast, non-smearing or contrasting colors.

8. Shipping

- A.** The Contractor is responsible for all shipping costs associated with the Contract. Any liability for loss or damage must remain with the Contractor until final inspection and acceptance passes to MDOC.

Please Note: Please refer to [Section 9 – Acceptance](#) of Schedule A for further detail.

- B.** Any and all Order(s) shipped in error, 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 the order(s) as abandoned items and must not be held liable for any cost or damages.
 - The Contractor will accept all costs for orders inadvertently shipped to the wrong location and will re-ship to the correct location.
- C.** Within 48-hours of notification from MDOC of damaged orders or a shipping error, the Contractor must ship correct item(s) and provide a tracking number. The Contractor must also arrange to pick up incorrect item(s) at no expense to the State.
- D.** All vehicles entering a MDOC facility must be inspected before entry is permitted to secure perimeters of a facility.
- Delivery vehicles must not have delivery items other than items intended for the receiving facility – unless otherwise approved by the MDOC Program Manager.
- E.** All vehicles must leave the facility empty – unless otherwise approved by the MDOC Program Manager. MDOC has one facility (Marquette) where this would apply. Contractor may get exception for this for the life of the contract.
- F.** Prior to any delivery – The Contractor must ensure; all delivery drivers are Law Enforcement Information Network (LEIN) cleared before entry to a facility is allowed. The LEIN clearances must be completed within a minimum of 72-hours in advance of delivery.

Please Note: LEIN clearance is required if the delivery is made inside a correctional facility.

LEIN clearance is not required if delivery is made to a warehouse location outside the secure perimeter of a MDOC facility.

8.1 Delivery

Order Deliveries must be made to all MDOC facilities identified in each Delivery Order. MDOC reserves the right to add or delete facilities without changing the scope of this Contract. All deliveries

- A. The Contractor must work with MDOC to establish a delivery Schedule that meets the outlined specifications below:
- **Delivery Hours:** are Monday – Friday 8:00a.m. – 2:30p.m. EST excluding observed State holidays.
 - **Standard Order Delivery:** The Contractor must deliver all prisoner store orders items to MDOC facilities within 5-business days of order receipt, unless otherwise specified by the State.
 - **Re-ship Order Delivery:** The Contractor must ensure that re-ship orders, as specified in Section 7.G and 7.H – [Prisoner Order Packaging – Boxes](#), are not held longer than 7-calendar days. All re-ship orders should be received in 10-calendar days from refusal date.
 - **Friends and Family Order Delivery:** The Contractor must deliver purchased items, within 7-business days of receipt of order. The Contractor must provide return shipping labels for all products shipped.
 - **Special, Holiday Gift Bags:** MDOC will purchase Prisoner Holiday bags for general populations through their Prisoner Benefit Fund account. ([See 5.5 Holiday Gift Bags](#))
 - **Returns:** 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. Refunds will be completed for all returned orders and packages.
- B. Deliveries must be made by common carrier or Contractor's truck with dock level trucks. Trucks must be unloaded by the common carrier/Contractor and transported to the interior/ground floor inside the MDOC location.
- Alternate methods of delivery must be approved by the receiving facility supervisor.

Delivery Specs

- C. Deliverables 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.
 - Folding Bulk containers with four-way entry (preferred), for store delivery.
 - Contractor must ensure store items are not crushed or damaged during delivery.
- D. 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.
- E. Boxes must weigh less than 50-pounds.
- Must be clean and of adequate strength to provide protection and stacking strength.
- F. Ordered Boxes must arrive sorted and packaged in bulk according to the facilities housing units and secured until distributed to the prisoners by MDOC staff.
- MDOC reserves the right to change order days and delivery days or times as needed.

Delivery Ticket/Receipt

- G. Upon Delivery, the Contractor must provide the receiving facility with a delivery receipt.
- Receipts must be duplicable – and available to the State upon request.
 - All Delivery receipts must be signed by the MDOC personnel who have checked the order copy against the delivery receipt.

9. Acceptance

9.1. Acceptance, Inspection and Testing

The State will use the process identified in Section 16, Acceptance, of the Standard Contract Terms, along with the following criteria to determine acceptance of the Contract Activities:

- Upon delivery, any order may be pulled from the Contractor's delivery truck for inspection by MDOC.
 - To ensure MDOC specifications have been met as outlined.
 - Failure to meet any specification may result in rejection of the entire order – at no cost to MDOC.

9.2 Quality Control

The Contractor must have a written quality control program that ensures all products and supplies meet manufacturer specifications, and standard operating procedures. These must be provided to the MDOC Program Manager or, Contract Manager, upon request.

- The Contractor must monitor the quality control programs of all suppliers and manufacturers, and must provide, upon request documentation of quality control program reports.
- Quality Control must apply from end-to-end from order receipt through delivery to the facilities.
- The Contractor should be prepared to have the Contractor Representative visit each MDOC Facility on an annual basis and provide a written follow-up report (after each visit) summarizing activities performed (the exact agenda for each visit will be determined in collaboration with the MDOC Program Manager).

Please Note: The Contractor currently employees four-Quality Control Manager which oversee all inventory to ensure quality and stock demands are met. And, will monitor order pulls for both Store and Friends and Family Packages.

9.3 Other – Recycling

The Contractor must work with each facility to recycle all cardboard. If a facility recycling program is not available, the Contractor must accept all cardboard on delivery trucks to be returned to the Contractor at no cost to the State.

10. Reporting

The Contractor must submit to the Program Manager and any other designated individual(s) the following written reports, meeting the specification below:

- All reports are due on the 20th calendar day of each month, unless otherwise specified.
 - Alternate due dates for Reports will be specified in each requirement below.
- Reports must be available via secure Contractor network.
- Existing report modification requests must be completed within 7-calendar days of request.
 - A new report(s) must be received within 14-calendar days unless otherwise specified by MDOC.

Please Note: The Contractor must make available additional reports upon request by MDOC.

A. Prisoner Store Sale Report

Report should include, but not limited to the following:

- Itemized purchases by commodity/product type
- Facility
- Prisoner name and ID number
- Order Number

Reports must be made available on an Annual and monthly basis – Report information should be presented by Facility. As well as, by commodity to track sales trends across all MDOC facilities.

B. Friends and Family Order Information – Quarterly Report

Information must be made available by: Order

- Facility
- Prisoner ID
- Prisoner ID Number
- Reports generated must include, but not limited to the following:
 - Total number of purchases made through this program.
 - Breakdown of purchases made by: Internet, Telephone, facsimile or mail.
 - Breakdown must separate prisoner purchases from friends/family purchases.
 - Relationship of the purchaser to the receiving incarcerated individual.
 - The Contractor will work with Access Scurpak to develop this requirement, as field of data collection upon order input.
- The Contractor will gather the following information in addition to that outlined in this requirement:
 - Identify if the customer is a relative or friend
 - If a relative, identify the type of relative
 - Spouse, Parent, Sibling, Aunt/Uncle, Cousin, Niece/Nephew, Sister/Brother in-law

C. Individual Usage Report – Prisoner

Report should include but not limited to the following information:

- Order number
- Facility
- Prisoner name and ID number
- Method of Payment
- Items purchased and received by individual

Any additional information identified by MDOC, must be added to Reports. Reports must be provided to the State within 3-business days of receipt of request.

D. Delivery Compliance Report

Report should include but not limited to the following information:

- Facility Location
- Number of Deliveries per location for the month
 - Number of deliveries, delivered inside and outside of Standard Delivery Hours, Standard timeframes and Re-ship timeframes
- Number of returns received by facility

Please Note: Report information should be presented by Facility.

E. Technical Issue Resolution Report

Report should include, but is not limited to a summary of the following:

- Number of kiosk (to include associated infrastructure issues) in working and non-working/out-of-order status by day Monday – Sunday
- Percentage of Non-working/out-of-order kiosks (to include associated infrastructure issues).
 - Percentage must not exceed the 10% threshold.

To calculate kiosk (to include associated infrastructure issues) threshold – use the steps below:

1. Total the number of out-of-service kiosks (to include associated infrastructure) at the end of the month,
 - This figure will be referred to as “out-of-service kiosks”
2. Out-of-service kiosks will then be multiplied by the number of days in that month
 - This figure will be referred to as “kiosk days”.
3. The calculated “kiosk day” figure will then be divided by the number for calendar days for a given month to determine percentage.

F. Refund/Return Report

Report should include but not limited to the following information:

- Order number
- Facility
- Prisoner name and ID number
- Method of Payment
- Items purchased and received by individual

G. Inventory Outage Report

Report should include an itemized summary of items that were out-of-stock, including the duration and reason for item outage. What measures were taken to substitute items out-of-stock, and how will the Contractor work to avoid future outages. The Contractor must also provide Vendor Outage Letters (valid for 90 days) for any out-of-stock item.

Please Note: Failure to provide a Vendor Outage Letter for each out-of-stock item will result in an assessment. Please refer to [Schedule C - Service Level Agreement Metrics \(SLA\)](#), for further information.

H. Debitex Sales Report (Vending and Photo Ticket Credits)

The Contractor must provide a report on sales by facility and Prisoner made through their system for vending credits. The Contractor must work with the State (MDOC) to ensure proper recording and reporting of vending credit sales. The Report should be made available to MDOC Facility staff through the Contractor's system. Staff must be able to generate the vending credit reports as needed from the Contractor's Prisoner Store system.

I. Sales Commission Reports

The Contractor must submit on a monthly basis – no later the 20th calendar day of each month a sales commission report for items purchased by prisoners. The Contractor must also submit on a quarterly

basis, no later than the 20th calendar day of the first month after the close of the previous quarter a sales commission report and payment for items purchased by Friends and Family.

The Contractor is responsible for including the following information within the report:

- Commissions on all sales made
 - Including Friends and Family purchases
 - Commissions earned totals must be separated by Prisoner purchases, and Friends and Family purchases.
- Service Fees Collected – if applicable
 - Service fees collected must be separated by Prisoners, and Friends and Family Service Fees.
- Transaction Fees Billed – if applicable
 - Transaction fees billed must be separated by Prisoners, and Friends and Family Transaction Fees.

The Contractor is not responsible for including the following information within their Report currently, however, the State reserves the right to add additional requirements as deemed necessary:

- Vending Machine Cards/Sales,
- Photo Tickets,
- Metered Stamped Envelopes, and
- Other mutually agreed upon items between the State and the Contractor.

J. Service Availability Report

Within 20-calendar days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services during that calendar month as compared to the Availability Requirement. The report shall include, at a minimum:

- The actual performance of the Hosted Services relative to the Availability Requirement.
- If Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

Please Note: There are two types of “Hosted Services” provided by the Contractor:

- Commissary System – ATG is responsible for providing all SLA Reports for all components of this service
- Kiosk System – has three components:
 - Service Application
 - Network Infrastructure – at the beginning of the Contract, the Contractor will provide all reports for service availability. Once ATG’s network is in place ATG will provide all service availability reports.
 - Kiosks – the Contractor’s technical Service will manage reports.

11. Pricing

11.1. Price Term

Pricing is firm for the entire length of the Contract, unless pre-approved in writing by the MDOC Program Manager. To submit pricing change request please refer to Section 11.2 Pricing Changes

11.2. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

12. Ordering

12.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Delivery Order (DO).

13. Invoice and Payment

13.1. Invoice Requirements

- A. All invoices must be separated by Facility, and must include the following information:
- (a) date;
 - (b) delivery order number;
 - (c) MA/contract number;
 - (d) quantity;
 - (e) description of the Contract Activities;
 - (f) unit price;
 - (g) shipping cost (if any); and
 - (h) total price.

Please Note:

- Commission earned – must be documented on monthly invoice refer to SLA Sales Commission.
 - Overtime, holiday pay, and travel expenses will not be paid.
- B. The Contractor must collect and submit appropriate sales tax on items to the Michigan Department of Treasury for all prisoner store purchases that meet the requirement of the Michigan Sales Tax law. More information regarding Michigan Sales Tax can be found at: State of Michigan Treasury

13.2. Payment Methods

The State will make payment for Contract Activities by Electronic Fund Transfer (EFT).

14. Service Level Agreements (SLAs)

Please note SLAs will not be assessed for the first 3 months (transition period) of this Contract SLAs will be calculated and assessed at the beginning of the fourth months of this Contract.

15. Liquidated Damages

Late or improper completion of the Contract Activities will cause loss and damage to the State and it would be impracticable and extremely difficult to fix the actual damage sustained by the State. Therefore, if there is late or improper completion of the Contract Activities the State is entitled to collect liquidated damages in the amount of \$5,000 and an additional \$100 per day for each day Contractor fails to remedy the late or improper completion of the Work.

STATE OF MICHIGAN

Contract No. 200000001938

Prisoner Store, Friends and Family Care Package Services
Michigan Department of Corrections (MDOC)

SCHEDULE B PRICING

1. Pricing includes all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs that Contractor may charge the State (e.g., shipping and handling, per piece pricing, and palletizing).
2. The Contractor's rate/percent of commission that will be collected for Friends and Family Care Packages: 19%.
3. The Contractor's rate/percent of commission that will be collected and returned to MDOC for Prisoner store Purchases: 19%.

Store Item Notes:

1. Preference is not given to name brand items over generic brands. However, preference will be given to items that are available in transparent/clear containers and, if packaged in soft packaging even if it is not a favored brand. However, this does not require selling generic-brand items in lieu of name-brand items.
2. Flat plastic hangers (M & P Plastic, #mp 106), Saf-T Hangers and 32 oz. Cups (Model #Q501) previously on the Standardized Store List are discontinued for purchases through the Prisoner Store. (Prisoners may continue to possess previously purchased items.)
3. Pricing for items must be provided by ounce or single serving sizes. Single serving sizes will have ounce limits applied.
4. Items marked with a "■" in the left margin are Mandatory Items, that must be provided by the Contractor.
5. Food and beverage items, along with select medications are tax exempt/non-taxable items.
6. Price for all contract items should be indicated as a single flat rate. Pricing ranges for items will not be accepted.

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
5000601099	1633	5000601099 - ATHLETIC SPECIALTIES_MOUTHGUARD_NO STRAP_EA_CLEAR_VA	EA	Athletic Mouth Gard			\$1.55	
5020801001	8251	5020801001 - UNIQUE SPORTS_HEADBAND_COTTON/ELASTIC_EA_WHITE	EA	Terry Cloth Sweatband			\$1.14	
20118	1219	20118 - PANASONIC_BATTERIES_D_ALK_2 PK_48PK/CS	PK	Batteries			\$2.78	
21675	1210	21675 - ION3_BATTERIES_AA_ALK_4/PK 50PK/CS_CLEAR	PK	Batteries			\$2.98	
21676	1200	21676 - ION3_BATTERIES_AAA_ALK_4/PK 50PK/CS_CLEAR_SHRINK_WRAP	PK	Batteries			\$2.98	
9783	6700	9783 - SEVILLA_REFRIED BEANS_REGULAR_8 OZ_18/CS_POUCH_CLEAR_RESEALABLE	EA	Refried beans	Assorted Variety	Up to 8 oz.	\$1.67	
10359	3342	10359 - GOLDEN VALLEY_CEREAL_RAISIN BRAN_20 OZ_12/CS	EA	Cereal – cold	Assorted Variety	Up to 22 oz.	\$4.64	
10361	3358	10361 - GOLDEN VALLEY_CEREAL_FROSTED FLAKES_20 OZ_12/CS	EA	Cereal – cold	Assorted Variety	Up to 22 oz.	\$3.98	
10363	3336	10363 - GOLDEN VALLEY_CEREAL_FROSTED MINI WHEAT_20 OZ_12/CS	EA	Cereal – cold	Assorted Variety	Up to 22 oz.	\$5.45	
10365	4210	10365 - GOLDEN VALLEY_CEREAL_FRUIT ROLL_20 OZ_12/CS	EA	Cereal – cold	Assorted Variety	Up to 22 oz.	\$5.45	
80000495	6610	80000495 - GOLDEN VALLEY_BAGEL_PLAIN_4 OZ_40/CS_IND_WRAPPED	EA	Bagels	Assorted Variety	Up to 4 oz.	\$0.62	
80000496	6612	80000496 - GOLDEN VALLEY_BAGEL_CINNAMON RAISIN_4 OZ_40/CS_IND_WRAPPED	EA	Bagels	Assorted Variety	Up to 4 oz.	\$0.62	
80001729	4444	GOLDEN VALLEY_CEREAL_CORN FLAKES_20 OZ_12/CS	EA	Cereal – cold, sugar-free	Assorted Variety	Up to 22 oz.	\$5.43	Not currently supplied on contract
80002795	4396	80002795 - QUAKER GRANOLA BAR_MAPLE BROWN SUGAR_1.26 OZ_125/CS	EA	Instant Cereal/Grits – Hot	Assorted Variety	up to 15 oz.	\$0.57	
80004558	2296	80004558 - QUAKER INST OATMEAL_SP_ORIGINAL FLAVOR_11.8 OZ_24-12PKS/CS_12 PK	SP	Instant Cereal/Grits - Hot, sugar free	Assorted Variety	Up to 15 oz.	\$2.68	
80004560	2297	80004560 - QUAKER INST OATMEAL_SP_VARIETY FLAVORS_4 FLAVOR_14.04 OZ_24-10PKS/CS_10 PK	SP	Instant Cereal/Grits – Hot	Assorted Variety	up to 15 oz.	\$2.77	
80008115	3194	80008115 - KELLOGGS_POP TARTS_FROSTED BLUEBERRY_13.5 OZ_12/CS_2 PK 4CT	BX	Toaster Pastries	Assorted Variety	Up to 12 oz.	\$2.84	Changed outside of bi-annual
80008118	3197	80008118 - KELLOGGS_POP TARTS_FROSTED STRAWBERRY_13.5 OZ_12/CS	BX	Toaster Pastries	Assorted Variety	Up to 12 oz.	\$2.84	Changed outside of bi-annual
178	6449	178 - CITY COW_CHEESE BAR_HOT PEPPER_4 OZ_48/CS_WRAPPED_CLEAR	EA	Cheese – Bar/Block	Assorted Variety	Up to 4 oz.	\$2.58	
2131	6543	2131 - CITY COW_CHEESE BAR_PROVOLONE_4 OZ_48/CS_WRAPPED_CLEAR	EA	Cheese – Bar/Block	Assorted Variety	Up to 4 oz.	\$2.00	
6017	6625	6017 - CITY COW_CHEESE DIP_WHITE QUESO_4 OZ_48/CS_PLASTIC CUP	EA	Cheese – Spreadable	Assorted Variety	Up to 8 oz.	\$2.32	
9396	6442	9396 - VELVEETA_CHEESE SPREAD_SHARP CHEDDAR_8 OZ_24/CS	EA	Cheese – Spreadable	Assorted Variety	Up to 8 oz.	\$1.90	
9397	6444	9397 - VELVEETA_CHEESE SPREAD_JALAPENO_8 OZ_24/CS_TUB	EA	Cheese – Spreadable	Assorted Variety	Up to 8 oz.	\$1.90	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
10911	2596	10911 - MADE W/PHILLY CREAM CHEESE W/JALAPENOS 2 OZ 184/CS	EA	Cheese – Spreadable	Assorted Variety	Up to 8 oz.	\$0.70	
80007371	4076	80007371 - GILMAN_SHREDDED CHEESE MOZARELLA 3.5 OZ 180/CS	EA	Cheese – Bar/Block	Assorted Variety	Up to 4 oz.	\$2.16	
80007372	4079	80007372 - GILMAN_SHREDDED CHEESE CHEDDAR 3.5 OZ 180/CS	EA	Cheese – Bar/Block	Assorted Variety	Up to 4 oz.	\$2.16	
2974	2017	2974 - MAXWELL HOUSE COFFEE_REGULAR_4 OZ 24/CS_POUCH CLEAR RESEALABLE	EA	Coffee	Assorted Varieties	3 – 12 oz.	\$4.41	
3701	2041	3701 - KEEFE_DRINK MIX_FRENCH VANILLA CAPPUCINO_8 OZ_18/CS_POUCH CLEAR RESEALABLE	EA	Cappuccino	Assorted Varieties	Up to 12 oz.	\$1.70	
7022	2015	7022 - KEEFE_FREEZE DRIED COFFEE_COLOMBIAN_3 OZ 24/CS_POUCH CLEAR RESEALABLE	EA	Coffee	Assorted Varieties	3 – 12 oz.	\$3.73	
7024	2011	7024 - KEEFE_FREEZE DRIED COFFEE_DECAF COLOMBIAN_3 OZ_24/CS_POUCH CLEAR RESEALABLE	EA	Coffee	Assorted Varieties	3 – 12 oz.	\$3.81	
10243	2282	10243 - KEEFE_COFFEE_ALTURO BLEND_3 OZ 24/CS	EA	Coffee	Assorted Varieties	3 – 12 oz.	\$3.15	
10870	2112	10870 - CAFE BUSTELO_COFFEE_3.5 OZ 24/CS_POUCH	EA	Coffee	Assorted Varieties	3 – 12 oz.	\$6.44	
80006172	2682	80006172 - KEEFE_COFFEE_INSTANT_4.5 OZ 24/CS_CLEAR POUCH	EA	Coffee	Assorted Varieties	3 – 12 oz.	\$3.09	
26	2021	26 - PARAMOUNT_CREAMER_NON-DAIRY_8 OZ 18/CS_POUCH CLEAR RESEALABLE	EA	Non-Dairy Creamer		Up to 8 oz.	\$1.53	
10596	2044	10596 - PARAMOUNT_CREAMER_FRENCH VANILLA NON DAIRY 6.75 OZ 18/CS	EA	Non-Dairy Creamer		Up to 8 oz.	\$1.78	
93	6508	93 - TOKYO DINER_SOY SAUCE_6 OZ 24/CS_PLASTIC BOTTLE	EA	BBQ Sauce		Up to 22 oz.	\$1.53	
622	6370	622 - SQUEEZUM_JELLY_GRAPE_1 OZ_EA EQUALS 10 PK, 20EA/CS_POUCH CLEAR	EA	Individual Sauce Packets	Mayo, Honey, Jelly, Hot Sauce	Up to 12 packets	\$2.06	
648	6371	648 - GEN_JAM_STRAWBERRY_1 OZ_20/10PKS/CS_POUCH CLEAR	EA	Individual Sauce Packets	Mayo, Honey, Jelly, Hot Sauce	Up to 12 packets	\$2.11	
2587	6294	2587 - BRUSHY CREEK_PASTA SAUCE_ITALIAN STYLE_4 OZ 64/CS_POUCH CLEAR PLASTIC	EA	Pasta Sauce Packets		Up to 4 oz.	\$0.78	
3732	6545	3732 - KEEFE KITCHENS_MAYONNAISE_REGULAR_18 OZ 12/CS_PLASTIC BOTTLE CLEAR	EA	Salad Dressing		Up to 12 oz.	\$3.61	
3871	2035	GEN_SALT_10 PK_300/10PKS/CS	SP	Salt/Pepper Packets		Single Serve Size	\$0.29	Not currently supplied on contract / Choose shaker instead
3872	2036	GEN_SPICE_PEPPER_10 PK_300/10PKS/CS	SP	Salt/Pepper Packets		Single Serve Size	\$0.34	Not currently supplied on contract / Choose shaker instead
4535	6421	4535 - KRAFT_SALAD DRESSING_RANCH_1.5 OZ 60/CS_PORTION CONTROL PKT	EA	Salad Dressing		Up to 12 oz.	\$ 0.62	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
6034	4278	6034 - SEVILLA_SAZON_1.5 OZ_24/CS_CLEAR PLASTIC BOTTLE	EA	Salt/Pepper Shakers		4 oz./ 1.5oz respectively	\$ 1.16	
6510	6262	6510 - SQUEEZUM_MAYONNAISE_REGULAR_9 G_PK=STRIP, 12EA/PK, 600EA/CS_POUCH CLEAR__	STR	Individual Sauce Packets	Mayo, Honey, Jelly, Hot Sauce	Up to 12 packets	\$0.91	
6513	6263	6513 - SQUEEZUM_MUSTARD_REGULAR_4.5 G_12EA/ST, 600EA/CS_POUCH CLEAR__	STR	Individual Sauce Packets	Mayo, Honey, Jelly, Hot Sauce	Up to 12 packets	\$ 0.83	
6514	6264	6514 - SQUEEZUM_KETCHUP_REGULAR_9 G_12EA/ST, 600EA/CS_POUCH CLEAR__	STR	Individual Sauce Packets	Mayo, Honey, Jelly, Hot Sauce	Up to 12 packets	\$0.83	
6517	6268	6517 - SQUEEZUM_HOT SAUCE_7 G_PK=STRIP, 12EA/PK, 600EA/CS_POUCH CLEAR__	STR	Individual Sauce Packets	Mayo, Honey, Jelly, Hot Sauce	Up to 12 packets	\$0.53	
6522	6358	6522 - SQUEEZUM_HONEY_SWEET_9 G_10 PK, 60PK/CS_POUCH CLEAR__	PK	Individual Sauce Packets	Mayo, Honey, Jelly, Hot Sauce	Up to 12 packets	\$1.55	
9868	6497	9868 - DIAMOND CRYSTAL_SALT_DISPOSABLE_4 OZ_48/CS_PLASTIC BOTTLE	EA	Salt/Pepper Shakers		4 oz./ 1.5oz respectively	\$0.52	
9881	6498	9881 - DIAMOND CRYSTAL_PEPPEER SHAKER_DISPOSABLE_1.5 OZ_48/CS_PLASTIC BOTTLE	EA	Salt/Pepper Shakers		4 oz./ 1.5oz respectively	\$1.31	
80002463	4506	80002463 - CACTUS ANNIES_PICANTE SAUCE_REGULAR_11 OZ_12/CS_PLASTIC BOTTLE	EA	Salsa/Picante Sauce		Up to 10 oz.	\$2.32	
80005605	6249	80005605 - PAMPA_BARBECUE SAUCE_ORIGINAL_18 OZ_12/CS_PLASTIC BOTTLE	EA	BBQ Sauce		Up to 22 oz.	\$1.70	
80007067	6272	80007067 - COLONNA BROTHERS_SPICE_GARLIC POWDER_2.5 OZ_12/CS_PLASTIC BOTTLE	EA	Salt/Pepper Shakers		4 oz./ 1.5oz respectively	\$1.35	
80007072	2693	80007072 - COLONNA BROTHERS_SPICES_SEASONED SALT_4.75 OZ_12/CS_PLASTIC BOTTLE	EA	Salt/Pepper Shakers		4 oz./ 1.5oz respectively	\$1.78	
80007078	0995	80007078 - COLONNA BROTHERS_SPICE_VEGETABLE FLAKES_1.5 OZ_12/CS	SP	Salt/Pepper Shakers		4 oz./ 1.5oz respectively	\$1.80	
5115501099	0797	5115501099 - LEXINGTON_COSMETIC BAG_CLEAR	EA	Shaving/Cosmetic Bag			\$5.69	
20273	491	20273 - BECKER GLOVE_SOAP DISH_2 PIECE_12/CS	EA	Soap Dish			\$0.46	
20281	1343	20281 - CRAWFORD_MIRROR_ACRYLIC NO MAGNET_36/CS	EA	Mirror			\$1.98	
20501	1370	20501 - SINGER_SEWING KIT_NO SCISSORS_12/CS_BOX	EA	Sewing Kit			\$1.87	
20592	1387	20592 - VINTAGE_SPORK_PLASTIC__1000/CS__	EA	Spork			\$0.08	
21226	837	21226 - GEN_WAVE CAP_COOL STRETCH_12/CS_BLACK	EA	Wave Cap, Doo Rag, or Sleep Cap			\$2.73	
22901	1125	22901 - GEN_PHOTO ALBUM_HARD COVER_LARGE 24 PAGES_36/CS_BOX	EA	Scrapbook/Photo Album			\$2.73	
24150	1401	24150 - CRAWFORD_BOWL__1.6 QT_6/BX 12BX/CS_BOX	EA	Bowl with Lid		1.6 quart Maximum	\$2.44	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
80000969	4808	80000969 - COOKS_SPORK_CO-POLYMER_400/CS_TAN	EA	Spork			\$0.33	
80002100	1411	80002100 - GEN_COFFEE CUP_W/HANDLE_12 OZ_100/CS	EA	Cup		12 oz.	\$0.83	
80004166	835	80004166 - WAVE ENFORCER_WAVE CAP_8EA/PK, 6PK/CS BLACK	EA	Wave Cap, Doo Rag, or Sleep Cap			\$2.73	
80006145	1415	80006145 - GEN_CUP W/LID_22 OZ_240/CS_WHITE	EA	Tumbler with Lid		22 oz.	\$0.42	
80006147	4234	80006147 - GEN_THERMAL MUG_22 OZ_48/CS_CLEAR	EA	Tumbler with Lid		22 oz.	\$2.32	
892	2346	892 - SWEET FUSIONS_DRINK MIX_TEA W/LEMON_19 OZ_12/CS_POUCH CLEAR RESEALABLE__	EA	Powdered Drink Mix – Sugar	Assorted Varieties	Up to 12 oz. or; maximum of 10 single serve packets	\$3.49	
6566	2099	6566 - PARAMOUNT_DRY MILK_INST NON FAT_10 OZ_12/CS_POUCH CLEAR RESEALABLE	EA	Instant Non-Fat Powdered Milk		Up to 12 oz.	\$3.68	
7030	2320	7030 - KEEFE_DRINK MIX_ORANGE BREAKFAST_12 OZ_18/CS_POUCH CLEAR RESEALABLE__	EA	Breakfast Drink Mix	Assorted Varieties	Up to 12 oz.	\$1.95	
7033	2331	7033 - KOOL AID_DRINK MIX_TROPICAL PUNCH_12 OZ_18/CS_POUCH CLEAR RESEALABLE__	EA	Powdered Drink Mix – Sugar	Assorted Varieties	Up to 12 oz. or; maximum of 10 single serve packets	\$2.26	
7035	2333	7035 - KOOL AID_DRINK MIX_GRAPE_12 OZ_18/CS_POUCH RESEALABLE__	EA	Powdered Drink Mix – Sugar	Assorted Varieties	Up to 12 oz. or; maximum of 10 single serve packets	\$2.26	
7036	2309	7036 - CTRY TIME_DRINK MIX_LEMONADE_12 OZ_18/CS_POUCH CLEAR RESEALABLE__	EA	Powdered Drink Mix – Sugar	Assorted Varieties	Up to 12 oz. or; maximum of 10 single serve packets	\$2.26	
7979	2194	7979 - GATORADE_DRINK MIX_FRUIT PUNCH_7.5 OZ_36/CS__	EA	Powdered Drink Mix – Sugar	Assorted Varieties	Up to 12 oz. or; maximum of 10 single serve packets	\$2.83	
80004847	4162	80004847 - CRYSTAL LIGHT DRINK STICK_SPECIAL PK_SF FRUIT PUNCH_6/PK_120 SP/CS	SP	Powdered Drink Mix – Sugar Free & Unsweetened	Assorted Varieties	Up to 12 oz. or; maximum of 10 single serve packets	\$2.21	
80004848	2075	80004848 - CRYSTAL LIGHT DRINK STICK_SPECIAL PK_SF RASPBERRY LEMONADE__6/PK_120 SP/CS	BX	Powdered Drink Mix – Sugar Free & Unsweetened	Assorted Varieties	Up to 12 oz. or; maximum of 10 single serve packets	\$2.21	
80004852	2138	80004852 - CRYSTAL LIGHT DRINK STICK_SPECIAL PK_SF VARIETY FLAVORS__6/PK_120 PKS/CS	SP	Powdered Drink Mix – Sugar Free & Unsweetened	Assorted Varieties	Up to 12 oz. or; maximum of 10 single serve packets	\$2.11	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
80004853	2139	80004853 - DRINK STICK_SPECIAL PACK_VARIETY PACK__6/PK_120 PKS/CS	SP	Powdered Drink Mix – Sugar	Assorted Varieties	Up to 12 oz. or; maximum of 10 single serve packets	\$2.21	
80008033	2582	80008033 - WYLLERS_DRINK MIX_ISLAND PUNCH BLUE OCEAN BREEZE_1.18 OZ_10/BX, 12BX/CS_10 CT	BX	Powdered Drink Mix – Sugar	Assorted Varieties	Up to 12 oz. or; maximum of 10 single serve packets	\$2.00	
416	2028	416 - KEEFE_TEA BAGS_REGULAR_48 CT_48/BX 24BX/CS_WHITE BOX	BX	Tea Bags	Assorted Varieties	48 count	\$2.04	
428	2128	428 - R.C. BIGELOW_FLAVORED TEA_ASSORTED_18 CT BOX_18/BX 6BX/CS_BOX	BX	Tea Bags	Assorted Varieties	48 count	\$3.94	
7037	2117	7037 - KEEFE_HOT COCOA_MINI MARSHMALLOW_10 OZ_18/CS_POUCH CLEAR RESEALABLE	EA	Hot Cocoa – Sugar		Up to 12 oz.	\$1.69	
7495	2198	7495 - SWISS MISS_HOT COCOA MIX_RICH CHOC_9 OZ_18/CS	EA	Hot Cocoa – Sugar		Up to 12 oz.	\$1.84	
5016901099	7043	5016901099 - COLEMAN CABLE_EXTENSION CORD HOUSEHOLD 9 FT_EA	EA	Extension Cord		Limit 1 per Person	\$3.05	
5077401099	1255	5077401099 - KOSS_EARBUD_KE5K STEALTH_EA_BLACK	EA	Ear buds/earplugs			\$6.18	
5079501099	7101	5079501099 - GEN_ADAPTER_MONO TO STEREO MINI_AD29_EA	EA	Stereo/mono mini adapter			\$1.61	
5082901099	7111	5082901099 - SUN_HEADPHONE CORD_NON COILED W/MINI JACK 6 FT_EA_BLACK	EA	Headphone extension Cord			\$2.31	
5172801099	4786	5172801099 - SUN_EARBUD__6 FT__EA_CLEAR__	EA	Headphone extension Cord			\$5.64	
8018801099	7168	8018801099 - SKULLCANDY_EARBUD_SMOKIN BUD 2_CLEAR	EA	Ear buds/earplugs			\$30.89	
21065	712	21065 - PREFERENCE_MAXI PAD_REGULAR_24 CT_24/BX 12BX/CS	BX	Sanitary Napkins			\$2.16	
21067	713	21067 - PREFERENCE_PANTISHIELDS__22 CT_18/CS	EA	Panty Liners			\$1.15	
21899	710	21899 - PLAYTEX_TAMPON_UNSCENT REG GENTLE GLIDE_20 CT_20EA/BX, 12BX/CS	BX	Tampons			\$7.89	
22017	534	22017 - COVER GIRL_CONCEALER_SMOOTHERS__14 OZ_4/CS_LIGHT	EA	Liquid Foundation			\$7.86	
22019	545	22019 - COVER GIRL_CONCEALER_SMOOTHERS__14 OZ_4/CS_MEDIUM	EA	Liquid Foundation			\$7.86	
24330	4898	24330 - PREFERENCE_TAMPON_SUPER_40 CT_40/BX 12BX/CS	BX	Tampons			\$6.06	
26323	5505	26323 - WET N WILD_EYELINER_MEGA RETRACTABLE_3/CS_DARK BROWN 693A	EA	Eyeliners			\$2.41	
26325	5563	26325 - WET N WILD_EYELINER_MEGA RETRACTABLE_3/CS_BLACK 691A	EA	Eyeliners			\$2.41	
26358	792	26358 - PREFERENCE_MAXI PAD_SUPER_22CT_12/CS	BX	Sanitary Napkins			\$2.16	
80000503	1747	80000503 - COVER GIRL_MASCARA_LASH BLAST CLUMP CRUSHER_3/CS_BROWN WOMENS	EA	Mascara			\$6.98	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
80001101	5940	80001101 - WET N WILD_LIPSTICK__13 OZ_3/CS_BREEZE WOMENS	EA	Lipstick,			\$1.01	
80006384	700	80006384 - NATUREPLEX BELLA FLORE DOUCHE_VINEGAR & WATER_4.5 OZ_12/CS_2 PK WOMENS	EA	Misc Hygiene			\$2.74	
80007674	910	80007674 - GEN_MASCARA_MEGA PROTEIN_21 OZ_3/CS_VERY BLACK	EA	Mascara			\$2.10	
80008055	2486	80008055 - RIKAYAH_BODY SPRAY_RAINEYS SECRET_2 OZ_72/CS	EA	Misc Hygiene			\$5.15	
20265	1875	20265 - CRAWFORD_SHOWER SHOE_DELUXE_MEDIUM SZ 8_36/CS_BOX	EA	Shower Shoes			\$3.71	
20266	3856	20266 - CRAWFORD_SHOWER SHOE_DELUXE_LARGE SZ 9_36/CS_BOX	EA	Shower Shoes			\$3.71	
20267	3857	20267 - CRAWFORD_SHOWER SHOE_DELUXE_XL SZ 10_36/CS_BOX	EA	Shower Shoes			\$3.71	
20268	3854	20268 - CRAWFORD_SHOWER SHOE_DELUXE_SMALL SZ 7_36/CS_BOX	EA	Shower Shoes			\$3.71	
20269	3858	20269 - CRAWFORD_SHOWER SHOE_DELUXE_2XL SZ 11_36/CS_BOX	EA	Shower Shoes			\$3.71	
20630	722	20630 - DR SCHOLL_CORN REMOVER_MEDICATED__36/INNER BOX_2 BOXES/MASTER CASE	EA	Medicated Foot Pads			\$3.39	
80003387	4220	80003387 - KIWI_SHOE LACES_FLAT ATHLETIC_36 IN_3EA/PK_48EA/CS_WHITE	EA	Shoelaces			\$0.89	
80007056	1705	80007056 - GOOD SENSE_INSOLE_DOUBLE FOAM CUT TO SIZE_48/CS_MENS	EA	Shoe Insoles			\$3.61	
20215	1305	20215 - AVIATOR_PLAYING CARDS_PINOCHLE_12/CS	EA	Playing Cards			\$1.88	
20522	1315	20522 - PRESSMAN TOY_CHESS SET_W/BOARD_12/CS	EA	Checkers/Chess		Cardboard only checker/chess boards are permitted in Level V	\$6.90	
20524	1310	20524 - PRESSMAN TOY_DOMINOES_DBL 6 WOODEN_12/CS_NO CS	EA	Dominoes			\$3.00	
80000469	1300	80000469 - THREE A_PLAYING CARDS_288/CS	EA	Playing Cards			\$1.03	
8169101004	4550	8169101004 - KEIRTO_SUNGLASS CASE_SOFT W/DRAWSTRING_BLACK_50 EA MASTER CS	EA	Eyeglass case			\$2.99	
29072	964	29072 - GALLANT_THINKING OF YOU CARD_WOOD WIND_6/CS	EA	Greeting Cards			\$0.87	
20024	1	20024 - CRAWFORD_SHAMPOO_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR BOTTLE	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$1.08	
20025	2	20025 - CRAWFORD_CONDITIONER_BALSAM & PROTEIN_4 OZ_72/CS_CLEAR BOTTLE	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$1.08	
20188	90	20188 - FRESHSCENT_SHAMPOO & CONDITIONER_3.4 OZ_1000/CS_PKT	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$0.10	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
20200	31	20200 - SULFUR 8_CONDITIONER_MEDICATED HAIR & SCALP 2 OZ 12/CS	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$4.04	
20204	30	20204 - SULFUR 8_SHAMPOO_MEDICATED_7.5 OZ 12/CS	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$4.04	
20286	805	20286 - CARDINAL_COMB_PROF_7 IN_12/CS___	EA	Comb or Pick		Limit to 1 afro comb or pick, and 1 barber comb	\$0.11	
20362	858	20362 - GOODY_PONYTAILER_BRAIDED ELASTIC 18EA/PK, 6PK/CS BLACK	PK	Braided elastic or Terry Cloth Ponytail Holders			\$1.29	
20377	56	20377 - MURRAYS_POMADE_4 OZ_24/CS_CLEAR PLASTIC JAR	EA	Gem, Mousse, or moisturizer		15 oz. Maximum	\$2.61	
20380	68	20380 - LUSTERS_OIL_LUSTER MOIST_8 OZ 12/CS PINK	EA	Gem, Mousse, or moisturizer		15 oz. Maximum	\$6.42	
22695	802	GOODY_BARRETTE_STAYTITE_4 PK_72/CS__TORTOISE_	PK	Barrettes		1pack Maximum	\$2.20	Not currently supplied on contract
22951	48	22951 - SOFTEE_CONDITIONER_COCONUT OIL_5 OZ 12/CS CLEAR JAR	EA	Gem, Mousse, or moisturizer		15 oz. Maximum	\$2.51	
22953	65	22953 - SOFTEE_CURL ACTIVATOR_REGULAR_8 OZ 12/CS CLEAR JAR	EA	Gem, Mousse, or moisturizer		15 oz. Maximum	\$4.89	
24316	5227	24316 - AMERFRESH_SHAMPOO_DANDRUFF_.35 OZ 100/BX 10BX/CS PKT	EA	Dandruff Shampoo			\$0.11	
24353	28	24353 - GOODSENSE_SHAMPOO_COAL TAR 5% LIKE T GEL 8.5 OZ 12/CS	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$4.76	
24936	355	24936 - ELEMENTZ_SHAMPOO_THICK_15 OZ_12/CS___	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$2.27	
24938	362	24938 - ELEMENTZ_SHAMPOO_DANDRUFF ALMOND SHEA 15 OZ 12/CS	EA	Dandruff Shampoo			\$2.74	
24939	358	24939 - ELEMENTZ_CONDITIONER_ALMOND/SHEA_15 OZ 12/CS	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$2.22	
24941	363	24941 - ELEMENTZ_GEL_FIRM HOLD_15 OZ_12/CS___	EA	Gem, Mousse, or moisturizer		15 oz. Maximum	\$3.06	
80000149	10	80000149 - ALBERTO VO5_SHAMPOO_EXTRA BODY 12.5 OZ 6/CS	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$2.27	
80000150	11	80000150 - ALBERTO VO5_CONDITIONER_EXTRA BODY 12.5 OZ 6/CS	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$2.27	
80001297	815	80001297 - HOT WAVES_MILITARY BRUSH_NO HANDLE_6/CS___	EA	Hairbrush		Limit to 1 military brush and 1 styling brush	\$1.67	
80003258	94	80003258 - HERITAGE_HAIRSPRAY_ALCOHOL FREE_8 OZ 36/CS	EA	Hairspray			\$2.22	
80007177	501	80007177 - SUAVE_SHAMPOO_DAILY CLARIFYING_15 OZ 6/CS	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$2.83	
80007178	502	80007178 - SUAVE_CONDITIONER_WATERFALL MIST 15 OZ 6/CS	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$2.83	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
80007179	4229	80007179 - SUAVE_SHAMPOO_GREEN APPLE_15 OZ_6/CS	EA	Shampoo, Conditioner/Cream Rise		15 oz. maximum	\$2.83	
80003592	2134	80003592 - NEW LEAF_HEALTH SHAKE_CHOC_2 OZ_100/CS	EA	Breakfast Drink Mix	Assorted Varieties	Up to 12 oz.	\$1.91	
80003593	2136	80003593 - NEW LEAF_HEALTH SHAKE_VANILLA_2 OZ_100/CS	EA	Breakfast Drink Mix	Assorted Varieties	Up to 12 oz.	\$1.91	
4935	2664	4935 - VELVEETA_MACARONI & CHEESE_ORIGINAL_3 OZ_40/CS_POUCH CLEAR WINDOW	EA	Macaroni & Cheese		Single Serve up to 3 oz.	\$1.24	
3954	5099	3954 - TODAYS BUSINESS PRODUCTS_ID HOLDER PLASTIC_50/CS PLASTIC	EA	Key Ring			\$1.05	
20224	5894	20224 - BIC_PEN_CRYSTAL_10/CS_BLUE_	CS	Pens			\$2.46	
20225	5898	20225 - BIC_PEN_CRYSTAL_10/CS_BLACK_	CS	Pens			\$2.46	
20235	1060	20235 - TOPS_PAPER RULED PAD_8.5 X 11 50 SHEET_50/PD 72PD/CS_BOX_WHITE_	PAD	Writing Paper			\$1.15	
20239	1011	20239 - UNISOURCE_ENV_#6_3/4_500/CS_BOX_	EA	Envelopes – Plain			\$0.07	
20240	1010	20240 - UNISOURCE_ENV_#10_500/CS_BOX_WHITE_	EA	Envelopes – Plain			\$0.07	
20256	1056	20256 - BECKER GLOVE_ADDRESS BOOK SMALL_36/CS	EA	Address Book			\$0.79	
20685	1066	20685 - MEAD_PAPER CARBON_8.5 X 11 10 SHEET PAD_12/PK 6PK/CS_REAM	EA	Carbon Paper			\$1.55	
21347	4552	21347 - ALPHAGRAPHS_CALENDAR_12/CS_	EA	Calendar			\$1.88	
22627	850	22627 - GEN_KEY TAG_PLASTIC_4.5 IN X .75 IN_100/CS_WHITE	EA	Identification Card Holder			\$1.11	
22685	3923	22685 - UNISOURCE_PAPER_COPY PAPER_10/CS_BOX_WHITE_	EA	Typing Paper			\$6.06	
24322	382	24322 - TOPS_FILE FOLDER_VELCRO STRAP_LEGAL SIZE_50/CS_BOX	EA	File Folders			\$1.51	
24573	1077	24573 - QUILL_PENCIL_#2 W/ERASER_12/CS_	EA	Pencils			\$0.14	
24583	862	24583 - BIC_PEN_CRYSTAL_2 PK_12/CS_BLUE_	EA	Pens			\$1.07	
24584	863	24584 - BIC_PEN_CRYSTAL_2 PK_12/CS_BLACK_	EA	Pens			\$1.07	
72149	3891	72149 - TODAYS BUSINESS PRODUCTS_EAR PLUGS FOAM_200/CS	EA	Ear buds/earplugs			\$0.24	
80002647	4530	80002647 - UNISOURCE_ENV_#28 KRAFT_15 X 20_250/CS_UNGUMMED_BROWN	EA	Envelopes – Manila			\$1.29	
80005602	1042	80005602 - VERITIV_ENV_10X15_500/CS_WHITE	EA	Envelopes – Plain			\$0.25	
20312	0595	20312 - EFFERGRIP_DENTURE ADHESIVE_2.5 OZ_12/CS_BOX_	EA	Denture Adhesive			\$4.69	
20459	537	20459 - FRESHMINT_TOOTHPASTE_.85 OZ_720/CS_	EA	Toothpaste			\$0.18	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
21017	530	21017 - COOL WAVE_TOOTHPASTE_GEL FRESH MINT_4 OZ_48/CS_CLEAR TUBE_GREEN CLEAR	EA	Toothpaste			\$1.51	
21288	544	21288 - LOOPS_FLOSS LOOPS_MINT_30 PK_144/CS__	EA	Dental Floss			\$2.89	
21613	437	21613 - FRESHMINT_TOOTHPASTE_GEL_28 OZ_1000/CS_PKT_CLEAR	EA	Toothpaste			\$0.11	
21640	529	21640 - NEW WORLD IMPORTS TOOTHBRUSH DENTURE_1440/CS	EA	Denture Brush			\$0.46	
21748	506	21748 - COLGATE_TOOTHPASTE_2 IN 1 WHITENING ICY BLAST_4.6 OZ_12/CS	EA	Toothpaste			\$3.93	
21822	582	21822 - AMERICAN COMB_TOOTHBRUSH CAP_144/CS_WHITE	EA	Toothbrush Cap			\$0.24	
24125	590	24125 - FRESHMINT_DENTURE TABLET_40 CT_40/BX 24BX/CS	BX	Denture cleanser			\$3.35	
26205	4891	26205 - SENSODYNE_TOOTHPASTE_EXTRA WHITENING_8 OZ_36/CS	EA	Toothpaste – Sensitive			\$2.32	
26256	479	26256 - EEZ THRU_DENTAL FLOSS THREADERS_25/PK_144PK/CS	BX	Dental Floss			\$3.09	
80000305	587	80000305 - ORALINE_TOOTHBRUSH_SECURITY FLEX CROSSOVER_4 IN_144/CS	EA	Soft bristle Toothbrush			\$0.21	
80001537	500	80001537 - PERCARA_MOUTHWASH_ORAL HEALTH RINSE_8 OZ_24/CS_PLASTIC BOTTLE	EA	Mouthwash		8 oz. Maximum	\$1.18	
80002779	516	80002779 - COLGATE_TOOTHPASTE_GREAT FLAVOR ANTICAVITY_4 OZ_24/CS	EA	Toothpaste			\$2.88	
80008044	596	80008044 - ORAFIX_DENTURE BATH_24/CS	EA	Denture cleanser			\$ 2.13	Changed outside of bi-annual
80008098	870	80008098 - SOFT PICKS_TEETH CLEANERS_ORIGINAL_50/PK_144PK/CS	PK	Dental Floss			\$4.69	Changed outside of bi-annual
20244	674	20244 - HALLS_COUGH DROPS_CHERRY_9 CT ROLL_20EA/BX 2BX/CS_WRAPPED STICK	EA	Cough Drops		30-piece pack Maximum	\$1.49	
20329	720	20329 - HERITAGE_ANTIFUNGAL POWDER_MED TOLNAFTATE 1%_3 OZ_24/CS_CORNSTARCH	EA	Foot Powder		3 oz. Maximum	\$2.42	
20545	671	20545 - GOODSENSE_COUGH DROPS_CHERRY_30 CT_24/CS_RESEALABLE BAG	EA	Cough Drops		30-piece pack Maximum	\$0.96	
20714	0691	20714 - GOODSENSE_ARTIFICIAL TEARS_5 OZ_12/CS_BOX_24 PER MASTER CASE	EA	Eye Drops		1 oz. Maximum	\$2.13	
20816	191	20816 - GOODSENSE_ANTACID_LIQUID LIKE MYLANTA_12 OZ_12/CS	EA	Liquid Antacid			\$2.72	
20896	0716	20896 - PEPCID_ACID REDUCER_AC MAX STRENGTH 20 MG_8 CT_36/CS	EA	Acid Reducer			\$5.78	
21421	579	21421 - MOORE MEDICAL_ALLERGY_GENERIC CHLOR TRIMEN_1/PK_250PK/CS_BOX	EA	Chlorpheniramine Maleate (Allergy Tablets)			\$0.10	
21430	573	21430 - MOORE MEDICAL_ANTACID TABLETS_420 MG_2 PK_250PK/CS	EA	Antacid Tablets		510 Maximum count	\$0.14	
21434	728	21434 - MEDIPROXEN_GENERIC ALEVE_220 MG_1/PK_100/CS	EA	Naproxen			\$0.20	
21692	3682	21692 - NEW DAY_ACETAMINOPHEN_325 MG_100 CT_24/CS_CLEAR PLASTIC	EA	Acetaminophen			\$2.42	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
21693	0620	21693 - NEW DAY_IBUPROFEN_200 MG_50 CT_24/CS_CLEAR PLASTIC BOTTLE	EA	Ibuprofen			\$2.60	
21694	662	21694 - NEW DAY_ALLERGY MALEATE_4 MG_24 CT_24/CS_CLEAR PLASTIC	EA	Chlorpheniramine Maleate (Allergy Tablets)			\$0.90	
21762	259	21762 - VIJON_CHEST RUB_MEDICATED_3.53 OZ_12/CS	EA	"Medicated" Chest Rub		4 oz. Maximum	\$2.19	
21807	0615	21807 - NEW DAY_ASPIRIN_325 MG_100 CT_24/CS_CLEAR PLASTIC	EA	Aspirin			\$1.36	
21867	618	21867 - GOODSENSE_ANTACID TABLETS_CALCIBUM TABS ASST FRUIT 150 CT_24/CS	EA	Antacid Tablets		510 Maximum count	\$3.97	
22359	3676	22359 - MIDOL_MENSTRUAL TABS_MAX STRENGTH_16 CT_36/CS	EA	Menstrual Relied Medication			\$4.53	
22370	473	22370 - ALEVE_NAPROXEN SODIUM_220 MG_24 CT_36/CS	EA	Naproxen			\$4.86	
22681	3679	22681 - GOODSENSE_COUGH DROPS_SF BLACK CHERRY 25 CT_24/CS	EA	Cough Drops		30-piece pack Maximum	\$1.67	
22814	612	22814 - ADVIL_IBUPROFEN_TABLETS_2 PK_12/CS_BLISTER PK UPC CODED	EA	Ibuprofen			\$0.57	
22962	616	22962 - BAYER_ASPIRIN_TABLETS_2 PK_12/CS_BLISTER PK UPC CODED	EA	Aspirin			\$0.38	
22963	567	22963 - ALKA SELTZER PLUS_PAIN RELIEF_PLUS COLD 2 PK_12/CS_BLISTER PK UPC CODED	EA	Cold Tablets i.e. Alka Seltzer Cold Plus			\$0.93	
22982	3674	22982 - GOODSENSE_LORATIDINE_10 MG LIKE CLARITIN_10 CT_24/CS	EA	Loratadine (Allergy Tablets)			\$2.02	
24122	199	24122 - GOODSENSE_COUGH DROPS_HONEY LEMON 30 CT_24/CS_RESEALABLE BAG	EA	Cough Drops		30-piece pack Maximum	\$0.96	
24126	251	24126 - CAREALL_ATHLETE FT CREAM_1% TOLNAFTATE .5 OZ_24EA/BX_72/CS	EA	Tolnaftate (Antifungal Cream)			\$1.45	
24222	244	24222 - SHEFFIELD LABS_ANTIFUNGAL CREAM CLORTRIMAZOLE 1.25 OZ_24/CS	EA	Clotrimazole (Antifungal Cream)			\$1.09	
24526	614	24526 - MOORE MEDICAL_ACETAMINOPHEN_NON ASPIRIN REGULAR 325MG 2 PK_250/CS	EA	Acetaminophen			\$0.10	
24725	260	24725 - CAREALL_MUSCLE RUB_LIKE BENGAY_3 OZ_12/BX 6BX/CS	EA	Analgesic Muscle Rub		6 oz. Maximum	\$2.31	
24730	650	24730 - GOODSENSE_LAXATIVE_BISACODYL TABLETS 5 MG 25 CT_36/CS	EA	Psyllium – Laxative			\$1.43	
826349	343	826349 - GEN_MICONAZOLE_7 VAGINAL CREME_1/EA	EA	Monistat 7			\$7.57	
80000559	651	80000559 - GOODSENSE_HEMORRHOIDAL OINTMENT 2 OZ_6EA/PK_24EA/CS	EA	Hemorrhoidal Cream			\$3.25	
80001542	640	80001542 - ROLAIDS_ANTACID REGULAR STRENGTH 3/PK, 12PK/CS 72 PK PER MASTER CASE	PK	Antacid Tablets		510 Maximum count	\$2.49	
80005524	0249	80005524 - GOODSENSE_HYDROCORTISONE CREAM ANTI ITCH 1% 1 OZ_36/CS	EA	Hydrocortisone Cream			\$1.85	
80005607	566	80005607 - ALKA SELTZER PLUS_COLD RELIEF EFFERVESCENT TABLETS_2PK_10-2PKS/BX, 30BX/CS	BX	Cold Tablets i.e. Alka Seltzer Cold Plus			\$8.33	

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80006232	0654	80006232 - GEISS GOOD SENSE_PSYLLIUM POWDER_SUGAR FREE NATURAL ORANGE_15 OZ_6/CS	EA	Psyllium – Laxative			\$7.14	
80006870	1872	80006870 - NATUREPLEX ZIT FREE_BENZOYL PEROXIDE_1 OZ_24/CS	EA	Benzoyl peroxide (Acne skin preparation)			\$1.95	
80007168	655	80007168 - GOODSENSE_STOMACH RELEF BISMUTH REGULAR STRENGH LIQUID_8 OZ_12/CS_PINK	EA	Liquid Antacid			\$2.20	
80	6417	80 - KEEFE KITCHENS_Peanut BUTTER_CREAMY_18 OZ_12/CS_PLASTIC JAR CLEAR	EA	Peanut Butter	Creamy or Crunchy	Up to 18 oz.	\$3.39	
81	6418	81 - KEEFE KITCHENS_Peanut BUTTER_CRUNCHY_18 OZ_12/CS_PLASTIC JAR CLEAR	EA	Peanut Butter	Creamy or Crunchy	Up to 18 oz.	\$3.39	
355	6506	355 - CACTUS ANNIES_JALAPENO PEPPERS_SLICED W/BRINE_12 OZ_12/CS_TUB CLEAR__	EA	Jalapeno Slices		Individual Packets up to 0.7oz.	\$3.25	
381	6501	381 - GEN_PICKLE_MILD DILL_9.6 OZ_12/CS_POUCH CLEAR	EA	Pickles	Assorted Variety	Up to 5 oz.	\$0.77	
382	6502	382 - VAN HOLTEN_PICKLE_KOSHER ZESTY GARLIC_9.6 OZ_12/CS_POUCH CLEAR	EA	Pickles	Assorted Variety	Up to 5 oz.	\$0.74	
383	6500	383 - VAN HOLTEN_PICKLE_HOT PICKLE_9.6 OZ_12/CS_POUCH CLEAR	EA	Pickles	Assorted Variety	Up to 5 oz.	\$0.74	
983	1001	983 - POSTAGE_STAMPED ENV__LARGE_500/CS__	EA	Forever Embossed Stamped Envelopes – Legal			\$0.61	
1710	6172	1710 - BRUSHY CREEK_CHILI_NO BEANS_11.25 OZ_24/CS_POUCH	EA	Chili	Assorted Variety	Up to 11.25 oz.	\$3.43	
1711	6173	1711 - BRUSHY CREEK_CHILI_W/BEANS_11.25 OZ_24/CS_POUCH	EA	Chili	Assorted Variety	Up to 11.25 oz.	\$2.84	
1712	6174	1712 - BRUSHY CREEK_CHILI_HOT W/BEANS_11.25 OZ_24/CS_POUCH	EA	Chili	Assorted Variety	Up to 11.25 oz.	\$2.85	
1715	6176	1715 - BRUSHY CREEK_BEEF_BEEF STEW_11.25 OZ_24/CS_POUCH	EA	Beef Stew		Up to 12 oz.	\$2.10	
1722	6193	BRUSHY CREEK_BEEF_BBQ SAUCE_11.25 OZ_24/CS_POUCH__	EA	Ground Beef – Flavored		Up to 6 oz.	\$4.84	Not currently supplied on contract
3718	6741	3718 - BRUSHY CREEK_SWEET CORN_WHOLE KERNEL IN WATER_7 OZ_24/CS_POUCH CLEAR WINDOW	EA	Vegetables/Beans (Pouches)	Assorted Variety	Up to 12 oz.	\$1.80	
4941	2670	4941 - VELVEETA_BEANS & RICE_SPICY CHEESY_4 OZ_24/CS_POUCH CLEAR WINDOW	EA	Refried beans	Assorted Variety	Up to 8 oz.	\$1.55	
5360	6195	5360 - BRUSHY CREEK_PREMIUM CHICKEN BREAST DICED_4.5 OZ_24/CS_POUCH	EA	Chicken Breast		Up to 5 oz.	\$3.52	
5939	6710	5939 - SEVILLA_BEANS & RICE_CHILI FLAVOR_4.4 OZ_24/CS_POUCH CLEAR WINDOW	EA	Refried beans	Assorted Variety	Up to 8 oz.	\$1.10	
7620	6759	BRUSHY CREEK_ROAST BEEF & GRAVY_10 OZ_24/CS_POUCH	EA	Roast Beef and Gravy		Up to 10 oz.	\$4.84	Not currently supplied on contract
10271	6689	10271 - MY OWN MEALS_READY TO EAT MEAL CHICKEN & RICE_10 OZ_12/CS_TRAY	EA	Misc Food			\$6.39	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
10908	6139	10908 - BRUSHY CREEK_SHREDDED BEEF__6 OZ_24/CS_POUCH	EA	Beef Stew		Up to 12 oz.	\$4.12	
10931	4460	10931 - KEEFE KITCHENS_INST POTATOES__4 OZ_24/CS	EA	Vegetables/Beans (Pouches)	Assorted Variety	Up to 12 oz.	\$1.25	
80000303	6133	80000303 - MY OWN MEALS_READY TO EAT MEAL_BEEF STEW_10 OZ_12/CS	EA	Misc Food			\$6.49	
80000304	6688	80000304 - MY OWN MEALS_READY TO EAT MEAL_CHEESE TORTELLINI_10 OZ_12/CS	EA	Misc Food			\$5.96	
80001495	6757	80001495 - HORMEL_SPAM_SINGLE_2.5 OZ_24/CS	EA	Misc Food			\$2.21	
80007226	6055	80007226 - MAMA MARYS_PIZZA KIT_CRUST W/SAUCE PKT_7 IN 10 OZ_EA EQUALS 2PK_8EA/CS	EA	Misc Food			\$3.29	
4938	2667	4938 - VELVEETA_RICE_SPICY CHEESE_2 OZ_50/CS_POUCH CLEAR WINDOW	EA	Instant Rice	Assorted Variety	Up to 8 oz.	\$0.71	
5880	6050	5880 - KEEFE KITCHENS_RICE_INST WHITE_8 OZ_24/CS_POUCH CLEAR RESEALABLE	EA	Instant Rice	Assorted Variety	Up to 8 oz.	\$1.43	
7525	6051	7525 - KEEFE KITCHENS_RICE_INST BROWN_6.5 OZ_18/CS_POUCH CLEAR RESEALABLE	EA	Instant Rice	Assorted Variety	Up to 8 oz.	\$1.50	
80005364	2307	80005364 - MINUTE_RICE_INST WHITE_8 OZ_24/CS_POUCH CLEAR RESEALABLE	EA	Instant Rice	Assorted Variety	Up to 8 oz.	\$1.59	
2229	6322	2229 - OBRIENS_SAUSAGE_HOT & SPICY_1.125 OZ_100/CS_WRAPPER	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$0.79	
3609	4901	3609 - BRUSHY CREEK_BACON_REGULAR_78 OZ_24/CS_SEALED CLEAR BAG	EA	Single Serve Bacon		Up to 1 oz.	\$2.67	
4888	6296	4888 - JACK LINKS_BEEF JERKY_ORIGINAL_9 OZ_48/CS_POUCH CLEAR WINDOW	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$1.94	
7239	6060	MIDAMAR_BEEF SUMMER SAUSAGE_HALAL_5 OZ_40/CS_WRAPPER	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$2.92	
7905	3559	7905 - BRIDGFORD_PEPERONI_SLICED_3.5 OZ_24/CS_PLASTIC SLEEVE	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$2.42	
7906	3561	7906 - BRIDGFORD_SAUSAGE_CHORIZO_3.5 OZ_30/CS_PLASTIC SLEEVE	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$3.98	
80001716	3581	80001716 - BRUSHY CREEK_SUMMER SAUSAGE_HOT & SPICY_1.625 OZ_100/CS	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$0.61	
80001720	3585	80001720 - BRUSHY CREEK_SUMMER SAUSAGE_REGULAR_5 OZ_72/CS	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$1.71	
80001722	3487	80001722 - BRUSHY CREEK_SUMMER SAUSAGE_HOT & SPICY_5 OZ_72/CS	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$1.61	

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80001723	2385	80001723 - BRUSHY CREEK_SUMMER SAUSAGE_SALAMI_5 OZ_72/CS	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$1.75	
80001724	2624	80001724 - BRUSHY CREEK_TURKEY SUMMER SAUSAGE_HONEY BROWN SUGAR_5 OZ_72/CS	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$1.71	
80006273	2681	80006273 - TOMER KOSHER_BEEF STICK_ORIGINAL_9 OZ_350/CS	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$1.39	
80006274	2680	80006274 - TOMER KOSHER_BEEF STICK_HOT_9 OZ_350/CS	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$1.39	
80006275	2679	80006275 - TOMER KOSHER_BEEF STICK_CAJUN_9 OZ_350/CS	EA	Meat sticks/Little Dudes	Assorted – Turkey or Beef	Up to 5 oz.	\$1.39	
4317	6826	4317 - FRESH CATCH_CHUNKLIGHT TUNA_IN WATER 4.23 OZ_48/CS POUCH	EA	Fish/Mackerel/Sardines/Tuna		Up to 5 oz.	\$4.55	
4385	6178	4385 - FRESH CATCH_MACKEREL FILLETS_IN OIL_3.53 OZ_24/CS POUCH	EA	Fish/Mackerel/Sardines/Tuna		Up to 5 oz.	\$1.80	
4386	6181	4386 - FRESH CATCH_SARDINES_HOT TOMATO SAUCE 3.53 OZ_24/CS POUCH	EA	Fish/Mackerel/Sardines/Tuna		Up to 5 oz.	\$1.55	
4391	6191	4391 - FRESH CATCH_SALMON FLAKES_IN WATER 3.53 OZ_24/CS POUCH LOW FAT	EA	Fish/Mackerel/Sardines/Tuna		Up to 5 oz.	\$2.01	
4394	6189	4394 - FRESH CATCH_FISH STEAKS_SPICY MUSTARD SAUCE 3.53 OZ_24/CS POUCH	EA	Fish/Mackerel/Sardines/Tuna		Up to 5 oz.	\$0.98	
4395	6190	4395 - FRESH CATCH_FISH STEAKS_GREEN CHILIS IN OIL 3.53 OZ_24/CS POUCH	EA	Fish/Mackerel/Sardines/Tuna		Up to 5 oz.	\$2.06	
4397	6721	4397 - FRESH CATCH_FISH STEAKS_IN LA HOT_3.53 OZ_24/CS POUCH	EA	Fish/Mackerel/Sardines/Tuna		Up to 5 oz.	\$0.98	
7935	6074	7935 - FRESH CATCH_MACKEREL FILLETS_IN BRINE 3.53 OZ_24/CS POUCH	EA	Fish/Mackerel/Sardines/Tuna		Up to 5 oz.	\$3.09	
80005308	6183	80005308 - CHICKEN OF THE SEA_SMOKED CLAMS_IN OIL 3.53 OZ_24/CS POUCH	EA	Fish/Mackerel/Sardines/Tuna		Up to 5 oz.	\$3.86	
20571	341	20571 - FRESHSCENT_SHAVE CREAM_.25 OZ_1000/CS PKT	EA	After Shave		3 oz. Maximum	\$0.07	
24905	306	24905 - FRESHSCENT_AFTER SHAVE_ALCOHOL FREE 4 OZ_60/CS	EA	After Shave		3 oz. Maximum	\$4.12	
8201312024	2684	8201312024 - CHARM TEX_SHOWER SHOE_PVC_SZ 12 BROWN MENS	EA	Shower Shoes			\$3.71	
8201313024	2683	8201313024 - CHARM TEX_SHOWER SHOE_PVC_SZ 13 BROWN MENS	EA	Shower Shoes			\$3.71	
8201314024	2685	8201314024 - CHARM TEX_SHOWER SHOE_PVC_SZ 14 BROWN MENS	EA	Shower Shoes			\$3.71	
8201315024	2686	8201315024 - CHARM TEX_SHOWER SHOE_PVC_SZ 15 BROWN MENS	EA	Shower Shoes			\$3.71	
8201316024	2687	8201316024 - CHARM TEX_SHOWER SHOE_PVC_SZ 16 BROWN MENS	EA	Shower Shoes			\$3.71	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
20028	210	20028 - CRAWFORD LOTION_SKIN CARE_4 OZ_72/CS_CLEAR BOTTLE	EA	Moisturizing skin Cream/Cocoa Butter			\$0.62	
20033	215	20033 - CRAWFORD LOTION_COCAO BUTTER_4 OZ_72/CS_CLEAR BOTTLE	EA	Moisturizing skin Cream/Cocoa Butter			\$0.53	
20068	115	20068 - MENNEN SPEED STICK_ANTIPERSPIRANT DEODORANT_ULTIMATE SPORT_3 OZ_12/CS_STICK MENS	EA	Deodorant/Antiperspirants			\$3.59	
20293	861	20293 - TRIM_NAIL CLIPPER_NO FILE__24/CS_BLISTER CARD	EA	Fingernail Clippers			\$0.66	
20474	840	20474 - NEW WORLD IMPORTS_SHOWER CAP_500EA/BX, 2000EA/CS	EA	Shower Cap			\$0.07	
20641	120	20641 - LADY SPEED STICK_ANTIPERSPIRANT DEODORANT_SHOWER FRESH_1.4 OZ_12/CS_STICK_INVISIBLE DRY_WOMENS	EA	Deodorant/Antiperspirants			\$2.45	
20646	240	20646 - HERITAGE_SKIN CREAM_FACIAL CLEANSE GREASELESS 4.5 OZ_12/CS_TUBE	EA	Facial Cream – Medicated		8 oz. Maximum	\$1.72	
20654	0220	20654 - NEW DAY_PETROLEUM JELLY__1 OZ_48/CS_TUBE	EA	Petroleum Jelly			\$0.77	
20658	752	20658 - TRIM_TWEEZERS_SQUARE__36/CS__	EA	Tweezers			\$0.43	
20841	280	20841 - GOODSENSE_SUNSCREEN LOTION_SPF 30_4 OZ_12/CS	EA	Sunscreen			\$3.15	
21046	276	21046 - SECRET_ANTIPERSPIRANT DEODORANT_WIDE SOLID POWDER FRESH_1.7 OZ_12/CS	EA	Deodorant/Antiperspirants			\$2.34	
21126	114	21126 - MENNEN SPEED STICK_ANTIPERSPIRANT DEODORANT_GEL ULTIMATE SPORT_3 OZ_12/CS_STICK	EA	Deodorant/Antiperspirants			\$3.59	
21330	770	21330 - ESSENDANT_TOILET PAPER_1 PLY_1000 SHEETS_96/CS	EA	Misc Hygiene			\$0.80	
21594	435	21594 - FRESHSCENT_LOTION_HAND & BODY_.25 OZ_1000/CS_PKT	EA	Body Lotion			\$0.06	
21725	123	21725 - CRAWFORD_DEODORANT_PUSH UP_.5 OZ_144/CS_STICK_CLEAR	EA	Deodorant/Antiperspirants			\$0.41	
21821	391	21821 - FRESHSCENT_DEODORANT_GEL_.12 OZ_1000/CS_PKT	EA	Deodorant/Antiperspirants			\$0.10	
21953	0772	21953 - NEW DAY_COTTON SWAB_PAPER STICKS_300 CT_36/CS_PLASTIC CONTAINER	EA	Cotton Swabs			\$1.59	
22337	102	22337 - POWER UP_ANTIPERSPIRANT DEODORANT_FORCE 2.5 OZ_24/CS_CLEAR STICK	EA	Deodorant/Antiperspirants			\$2.66	
22339	107	22339 - POWER UP_DEODORANT_DRIVE_2.5 OZ_24/CS_CLEAR	EA	Deodorant/Antiperspirants			\$2.35	
22344	106	22344 - POWER UP_ANTIPERSPIRANT DEODORANT_BLOOM 2 OZ_24/CS_CLEAR STICK	EA	Deodorant/Antiperspirants			\$2.35	
22377	202	22377 - NEW DAY_POWDER_BATH & SHOWER_13 OZ_12/CS_CORNSTARCH	EA	Body Talc		13 oz. Maximum	\$1.67	
22954	274	22954 - SOFTEE_SKIN CREAM_COCAO BUTTER_6 OZ_12/CS_CLEAR JAR	EA	Facial Cream – Medicated		8 oz. Maximum	\$1.19	

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24409	320	24409 - MAGIC SHAVE_SHAVE CREAM_REGULAR_6 OZ_6/CS	EA	Depilatory Cream		6 oz. Maximum	\$3.35	
24967	212	24967 - INFUZED_LOTION_DLY BDY COCONUT LIME_15 OZ_12/CS	EA	Body Lotion			\$2.39	
24968	214	24968 - INFUZED_LOTION_COCOA SHEA BODY_15 OZ_12/CS	EA	Body Lotion			\$1.87	
26042	118	26042 - POWER UP_ANTIPERSPIRANT DEODORANT_ROLL ON FORCE_3 OZ_36/CS CLEAR	EA	Deodorant/Antiperspirants			\$2.66	
26044	208	26044 - TONE_LOTION_CCB HAND & BODY_12 OZ_6/CS	EA	Body Lotion			\$4.01	
26045	203	26045 - DIAL_LOTION_ADVANCED THERAPY_12 OZ_6/CS	EA	Moisturizing skin Cream/Cocoa Butter			\$3.48	
80000667	5785	80000667 - PACIFIC WORLD COSMETICS_PUMICE STONE_ANGLED_24/CS	EA	Abrasive Callous Sponge			\$2.83	
80002429	5999	80002429 - BUG X_INSECT REPELLENT_DEET FREE_2 OZ_12/CS_PLASTIC SPRAY BOTTLE	EA	Insect Repellant			\$5.15	
80007022	4205	80007022 - CHAPSTICK_LIP BALM_REGULAR BLISTER CARD_.15 OZ_12EA/PK_144/CS	EA	Lip balm/Lip Ointment			\$1.76	
80008056	2494	80008056 - GOOD SENSE_LIP BALM_TROPICAL SPF 45_.15 OZ_48/CS	EA	Lip balm/Lip Ointment			\$1.46	
865	4081	865 - HERSHEY_CANDY BAR_MINIATURES_5.3 OZ_12/CS_BAG CLEAR	EA	CANDY BARS	Assorted Variety	up to 3 oz.	\$3.42	
902	6349	902 - CACTUS ANNIES_PARTY MIX_WHOLE ENCHILADA_11 OZ_12/CS_BAG CLEAR WINDOW__	EA	Miscellaneous Chips	Assorted i.e. Pork Rinds, Cheetos, etc.	Up to 12 oz.	\$2.00	
911	6150	911 - CACTUS ANNIES_TORTILLA CHIPS_NACHO CHEESE_10 OZ_12/CS_BAG CLEAR WINDOW__	EA	Potato Chips	Assorted, i.e. BBQ, Sour Create etc.	Up to 12 oz.	\$2.03	
931	6692	931 - CACTUS ANNIES_CHEESE PUFFS__10 OZ_12/CS_BAG CLEAR WINDOW__	EA	Miscellaneous Chips	Assorted i.e. Pork Rinds, Cheetos, etc.	Up to 12 oz.	\$ 2.05	
1266	6127	1266 - CACTUS ANNIES_PORK RINDS_HOT & SPICY_2 OZ_24/CS 36/CS_CLEAR__	ea	Miscellaneous Chips	Assorted i.e. Pork Rinds, Cheetos, etc.	Up to 12 oz.	\$0.92	
1477	4019	1477 - ATKINSON_CANDY_CHICK-O-STICK_.7 OZ_200/CS_WRAPPED CLEAR__	EA	Soft/Chewy Candy	Assorted i.e. Skittles, Starburst	Up to 8 oz.	\$0.22	
1949	4035	1949 - HERSHEY REESES_CANDY BAR_Peanut BUTTER CUPS_1.5 OZ_36/BX 9BX/CS_WRAPPED	EA	Candy Bars	Assorted Variety	up to 3 oz.	\$1.05	
3210	3260	3210 - MARKET SQUARE_SNACK CAKE_CINNAMON COFFEE CAKE_4 OZ_48/CS_CLEAR PLASTIC WRAP__	EA	Boxed Backed Goods	Assorted, i.e. Donuts, Danish, Swiss Rolls, etc.	Up to 12 oz.	\$1.07	
4293	3142	BAKERS HARVEST_CRACKERS_HONEY GRAHAM_14.4 OZ_12/CS_PAPER BOX__	EA	Graham Crackers	Assorted Variety	Up to 16 oz.	\$3.67	Not currently supplied on contract

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4494	3098	PREMIUM_SALTINE CRACKERS_UNSALTED TOPS_16 OZ_1/SL 4SL/BX 12BX/CS_BOX__	BX	Saltines: Low-fat, Low-sodium Crackers		Up to 16 oz.	\$4.84	Not currently supplied on contract
5113	6143	5113 - MOON LODGE_POTATO CHIPS_SOUP CREAM & ONION_6 OZ_16/CS_BAG FOIL__	EA	Potato Chips	Assorted, i.e. BBQ, Sour Create etc.	Up to 12 oz.	\$1.33	
5114	6080	5114 - THE WHOLE SHABANG_POTATO CHIPS_ORIGINAL_6 OZ_16/CS_BAG FOIL__	EA	Potato Chips	Assorted, i.e. BBQ, Sour Create etc.	Up to 12 oz.	\$1.80	
5115	6081	5115 - MOON LODGE_POTATO CHIPS_RIPPLE_6 OZ_16/CS_BAG FOIL__	EA	Potato Chips	Assorted, i.e. BBQ, Sour Create etc.	Up to 12 oz.	\$1.30	
5119	6698	5119 - MOON LODGE_POTATO CHIPS_HOT HOT HOT BBQ_6 OZ_16/CS_BAG FOIL__	EA	Potato Chips	Assorted, i.e. BBQ, Sour Create etc.	Up to 12 oz.	\$1.33	
5139	6108	5139 - MOON LODGE_PRETZELS_MINI TWISTS_11 OZ_15/CS_BAG CLEAR WINDOW	EA	Pretzels	Assorted Variety	Up to 12 oz.	\$1.48	
5375	6201	5375 - MOON LODGE_MICROWAVE POPCORN_EXTRA BUTTER_2.8 OZ_90/CS_CLEAR PLASTIC OVERWRAP__	EA	Popcorn – Microwave	Assorted Variety	Up to 12 oz.	\$0.53	
5377	6200	MOON LODGE_MICROWAVE POPCORN_NATURAL_2.8 OZ_90/CS_CLEAR PLASTIC OVERWRAP__	EA	Low-fat, Low-sodium Popcorn - Microwave	Assorted Variety	Up to 3oz.	\$0.49	Not currently supplied on contract
5378	6019	5378 - MOON LODGE_MICROWAVE POPCORN_KETTLE CORN_2.8 OZ_90/CS_CLEAR PLASTIC OVERWRAP__	EA	Popcorn – Microwave	Assorted Variety	Up to 12 oz.	\$0.48	
6043	3274	6043 - MARKET SQUARE_MONSTER HONEY BUN_ICED_6 OZ_36/CS_CLEAR PLASTIC WRAP	EA	Honey Bun – Individually Wrapped	Assorted Variety	Up to 6 oz.	\$0.94	
6045	6540	6045 - GOLDEN VALLEY_STRAWBERRY BAR_LOW FAT_1.3 OZ_90/CS_PLASTIC OVERWRAP	EA	Cereal Bars	Assorted Variety	Up to 2 oz.	\$0.48	
6052	3333	6052 - MARKET SQUARE_Peanut Butter Wafer_2PK_12 OZ_6/BX 24BX/CS_PAPER BOX__	BX	Boxed Backed Goods	Assorted, i.e. Donuts, Danish, Swiss Rolls, etc.	Up to 12 oz.	\$2.37	
6070	3052	6070 - MARKET SQUARE_COOKIES_VANILLA WAFER_16 OZ_12/CS_CLEAR PLASTIC BAG	EA	Vanilla Wafers		Up to 16 oz.	\$2.04	
6076	3007	6076 - MARKET SQUARE_COOKIES_DUPLEX CREMES_14 OZ_12/CS_CLEAR PLASTIC OVERWRAP	EA	Cookies	Assorted Variety	Up to 16 oz.	\$1.95	
6077	3033	6077 - MARKET SQUARE_COOKIES_Peanut Butter CREMES_14 OZ_12/CS_CLEAR PLASTIC OVERWRAP	EA	Cookies	Assorted Variety	Up to 16 oz.	\$1.88	
6079	3008	6079 - MARKET SQUARE_COOKIES_CHOC CREME_14 OZ_12/CS_CLEAR PLASTIC OVERWRAP	EA	Cookies	Assorted Variety	Up to 16 oz.	\$1.88	
6090	4080	6090 - MARS_SNICKERS_MINIATURES_4.4 OZ_12/CS_BAG	EA	CANDY BARS	Assorted Variety	up to 3 oz.	\$3.42	
6310	4035	HERSHEY REESES_CANDY BAR_Peanut Butter CUPS_2.1 OZ_40/BX 6BX/CS_WRAPPED	EA	CANDY BARS	Assorted Variety	up to 3 oz.	\$1.52	
6312		HERSHEY KIT KAT_CANDY BAR_CHOC WAFER_2.04 OZ_24/BX 9BX/CS_WRAPPED	EA	CANDY BARS	Assorted Variety	up to 3 oz.	\$1.52	

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6538	3192	6538 - MARKET SQUARE_CAKE_CREAM CHEESE_4 OZ_48/CS_CLEAR PLASTIC WRAP__	EA	Boxed Backed Goods	Assorted, i.e. Donuts, Danish, Swiss Rolls, etc.	Up to 12 oz.	\$1.07	
6540	3273	6540 - MARKET SQUARE_HONEY BUN_CHOC ICED_5 OZ_36/CS_CLEAR PLASTIC WRAP__	EA	Honey Bun – Individually Wrapped	Assorted Variety	Up to 6 oz.	\$0.96	
6867		HERSHEY REESES_CANDY_REESES PIECES_6 OZ_12/CS_POUCH RESEALABLE__	EA	CANDY BARS	Assorted Variety	up to 3 oz.	\$4.16	
7550	6606	7550 - MOON LODGE_PEAUNTS_ROASTED & SALTED_1.75 OZ_60/CS_BAG CLEAR WINDOW__	EA	Nuts	Assorted-Mix, Cashews, Peanuts, etc.		\$0.44	
7551	6607	7551 - MOON LODGE_PEAUNTS_HOT HOT HOT_1.75 OZ_60/CS_BAG CLEAR WINDOW__	EA	Nuts	Assorted-Mix, Cashews, Peanuts, etc.		\$0.47	
7629	6247	7629 - CACTUS ANNIES_CORN CHIPS_CHILI CHEESE_12 OZ_15/CS_BAG CLEAR WINDOW__	EA	Corn Chips	Assorted, Regular, Flavored etc.	Up to 12. oz	\$2.42	
7687	6198	7687 - CHEETOS_CHEESE CRUNCHY_FLAMIN HOT_8 OZ_16/CS_BAG CLEAR WINDOW__	EA	Miscellaneous Chips	Assorted i.e. Pork Rinds, Cheetos, etc.	Up to 12 oz.	\$2.37	
7914	3107	7914 - GOLDEN VALLEY_CRACKERS_SALTINE_16 OZ_4/BX_24BX/CS_PAPER BOX__	BX	Saltines – Regular		Up to 16 oz.	\$1.92	
7989	6171	7989 - CACTUS ANNIES_CORN CHIPS_HOT_12 OZ_16/CS_BAG CLEAR WINDOW__	EA	Corn Chips	Assorted, Regular, Flavored etc.	Up to 12. oz	\$2.07	
7991	6155	7991 - CACTUS ANNIES_CORN CHIPS_REGULAR_13 OZ_16/CS_BAG CLEAR WINDOW__	EA	Corn Chips	Assorted, Regular, Flavored etc.	Up to 12. oz	\$1.99	
7992	6348	7992 - CACTUS ANNIES_CHEESE CRUNCHY_HOT_9.5 OZ_20/CS_BAG CLEAR WINDOW__	EA	Miscellaneous Chips	Assorted i.e. Pork Rinds, Cheetos, etc.	Up to 12 oz.	\$2.03	
7996	6117	7996 - CACTUS ANNIES_CHEESE CRUNCHY_REGULAR_11 OZ_20/CS_BAG CLEAR WINDOW__	EA	Miscellaneous Chips	Assorted i.e. Pork Rinds, Cheetos, etc.	Up to 12 oz.	\$2.03	
9590	3115	9590 - CHEEZ-IT_CRACKERS__1.5 OZ_60/CS__	EA	Miscellaneous Chips	Assorted i.e. Pork Rinds, Cheetos, etc.	Up to 12 oz.	\$0.85	
9732	4046	9732 - MARS_M&M_PEAUT_5.3 OZ_12/CS_BAG__	EA	CANDY BARS	Assorted Variety	up to 3 oz.	\$3.42	
9733	4047	9733 - MARS_M&M_PLAIN_5.3 OZ_12/CS_BAG__	EA	CANDY BARS	Assorted Variety	up to 3 oz.	\$3.42	
10251	3060	10251 - MARKET SQUARE_COOKIES_LEMON CREME_14 OZ_12/CS_PLASTIC BAG__	EA	Cookies	Assorted Variety	Up to 16 oz.	\$1.88	
10354	2740	10354 - DORITOS_TORTILLA CHIPS_COOL RANCH_8 OZ_8/CS_BAG CLEAR WINDOW__	EA	Potato Chips	Assorted, i.e. BBQ, Sour Create etc.	Up to 12 oz.	\$2.39	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
10514	6151	10514 - DORITOS_TORTILLA CHIPS_NACHO CHEESE_8 OZ_8/CS_BAG CLEAR WINDOW__	EA	Potato Chips	Assorted, i.e. BBQ, Sour Create etc.	Up to 12 oz.	\$2.43	
10568	4310	MILKY WAY_CANDY BAR_MINI_3 OZ_12/CS_PEG PK__	EA	CANDY BARS	Assorted Variety	up to 3 oz.	\$3.42	
40601	4135	40601 - HERSHEY JOLLY RANCHER_CANDY_ASSORTED_3.7 OZ_48/CS_PLASTIC WRAPPED__	EA	Hard Candy	Assorted i.e. Lemon Drops, Fireballs	Up to 8 oz.	\$0.93	
40607	4150	SATHERS_CANDY_SOUR FRUIT BALLS_4.25 OZ_48/CS_PRINTED BAG__	EA	Hard Candy	Assorted i.e. Lemon Drops, Fireballs	Up to 8 oz.	\$1.21	
40622	4154	40622 - SATHERS_CANDY_ORANGE SLICES_5.75 OZ_48/CS_PRINTED BAG__	EA	Soft/Chewy Candy	Assorted i.e. Skittles, Starburst	Up to 8 oz.	\$1.66	
40629	4156	40629 - SATHERS_CANDY_VANILLA CARAMELS_3 OZ_60/CS_PRINTED BAG__	EA	Soft/Chewy Candy	Assorted i.e. Skittles, Starburst	Up to 8 oz.	\$1.06	
40677	4152	40677 - SATHERS_CANDY_ALL-STAR_3.75 OZ_48/CS_POUCH CLEAR	EA	Hard Candy	Assorted i.e. Lemon Drops, Fireballs	Up to 8 oz.	\$0.84	
80000894	6148	80000894 - MOON LODGE_POTATO CHIPS_BUFFALO WING BLUE CHEESE_6 OZ_16/CS_BAG FOIL	EA	Potato Chips	Assorted, i.e. BBQ, Sour Create etc.	Up to 12 oz.	\$1.33	
80001046	3010	80001046 - GRANDMAS_COOKIES_CHOC CHIP_2.5 OZ_60/CS	EA	Cookies	Assorted Variety	Up to 16 oz.	\$0.55	
80001671	6852	80001671 - THE WHOLE SHABANG_POTATO CHIPS_EXTREME RIPPLE_6 OZ_16/CS_BAG FOIL	EA	Potato Chips	Assorted, i.e. BBQ, Sour Create etc.	Up to 12 oz.	\$1.55	
80002126	4024	80002126 - SOUR PATCH_GUMMI CANDY_WATERMELON_3 OZ_48/CS	EA	Soft/Chewy Candy	Assorted i.e. Skittles, Starburst	Up to 8 oz.	\$1.26	
80003053	6068	80003053 - THE WHOLE SHABANG_PORK RINDS_2 OZ_24/CS	EA	Miscellaneous Chips	Assorted i.e. Pork Rinds, Cheetos, etc.	Up to 12 oz.	\$1.55	
80003305	3020	80003305 - OREO_COOKIES__2.4 OZ_120/CS_	EA	Cookies	Assorted Variety	Up to 16 oz.	\$1.24	
80003351	6216	80003351 - KING NUT_PEAUNTS_HONEY ROASTED_2.5 OZ_60/CS	EA	Nuts	Assorted-Mix, Cashews, Peanuts, etc.		\$0.76	
80003352	6205	80003352 - KING NUT_CASHEWS_ROASTED & SALTED_2.5 OZ_60/CS	EA	Nuts	Assorted-Mix, Cashews, Peanuts, etc.		\$1.85	
80003356	6214	80003356 - KING NUT_SUNFLOWER KERNELS_ROASTED & SALTED_3.25 OZ_60/CS	EA	Nuts	Assorted-Mix,		\$0.74	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
					Cashews, Peanuts, etc.			
80003371	6213	80003371 - KING NUT_SNACK MIX_HEALTHY_3.25 OZ_48/CS	EA	Nuts	Assorted-Mix, Cashews, Peanuts, etc.		\$1.30	
80003373	6217	80003373 - KING NUT_SNACK MIX_TROPICAL_4 OZ_48/CS	EA	Nuts	Assorted-Mix, Cashews, Peanuts, etc.		\$1.01	
80003393	6069	80003393 - THE WHOLE SHABANG_POTATO CHIPS_EXTREME KETTLE COOKED_6 OZ_9/CS_BAG FOIL	EA	Potato Chips	Assorted, i.e. BBQ, Sour Create etc.	Up to 12 oz.	\$1.55	
80003408	6241	80003408 - KING NUT_MIXED NUTS_W/PEANUTS_10 OZ_12/CS	EA	Nuts	Assorted-Mix, Cashews, Peanuts, etc.		\$4.14	
80003706	4054	80003706 - HOSTESS PP_DING DONG_CHOC_12.7 OZ_10 CT, 6/CS_BOX	BX	Boxed Backed Goods	Assorted, i.e. Donuts, Danish, Swiss Rolls, etc.	Up to 12 oz.	\$4.11	
80005515	3039	80005515 - GAMESA_MARIAS COOKIES_4.94 OZ_24/CS	EA	Cookies	Assorted Variety	Up to 16 oz.	\$1.03	
80005733	3085	80005733 - SWEDISH FISH_RED CANDY_3 OZ_48/CS	EA	Soft/Chewy Candy	Assorted i.e. Skittles, Starburst	Up to 8 oz.	\$0.98	
80005739	3248	80005739 - DUCHESS_CINNAMON ROLL_4 OZ_48/CS	EA	Honey Bun – Individually Wrapped	Assorted Variety	Up to 6 oz.	\$0.80	
80006094	4168	80006094 - LEMONHEADS_RED RIFIC_4 OZ_60/CS_BAG	EA	Soft/Chewy Candy	Assorted i.e. Skittles, Starburst	Up to 8 oz.	\$1.12	
80006095	4146	80006095 - ATOMIC FIREBALL_CANDY_3 OZ_60/CS_BAG	EA	Hard Candy	Assorted i.e. Lemon Drops, Fireballs	Up to 8 oz.	\$0.77	
80006096	4151	80006096 - NOW & LATER_ORIGINAL_ASSORTED_3.25 OZ_60/CS_BAG	EA	Soft/Chewy Candy	Assorted i.e. Skittles, Starburst	Up to 8 oz.	\$0.85	
80006097	4121	80006097 - SATHERS_CANDY_JELLY BEANS_4.25 OZ_60/CS_BAG	EA	Soft/Chewy Candy	Assorted i.e. Skittles, Starburst	Up to 8 oz.	\$1.23	
80006098	4120	80006098 - SATHERS_CANDY_ROOT BEER BARRELS_4.25 OZ_60/CS_BAG	EA	Hard Candy	Assorted i.e. Lemon Drops, Fireballs	Up to 8 oz.	\$1.23	
80006101	4145	80006101 - SATHERS_CANDY_STAR BRITES_3.75 OZ_60/CS_BAG	EA	Hard Candy	Assorted i.e. Lemon	Up to 8 oz.	\$0.75	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
					Drops, Fireballs			
80006102	4164	80006102 - LEMONHEADS & FREINDS_CHEWY CANDY_FRUIT MIX_4 OZ_60/CS	EA	Soft/Chewy Candy	Assorted i.e. Skittles, Starburst	Up to 8 oz.	\$1.13	
80006283	6218	80006283 - MOON LODGE_POPCORN_JALAPENO CHEDDAR_5 OZ_16/CS BAG	EA	Popcorn – Microwave	Assorted Variety	Up to 12 oz.	\$1.65	
80006629	4000	80006629 - MARS_M&M_PLAIN CHOC_1.69 OZ_36EA/BX, 9BX/CS NO UPC	EA	Candy Bars	Assorted Variety	up to 3 oz.	\$1.05	
80006630	4001	80006630 - MARS_M&M_CHOC PEANUT_1.74 OZ_48EA/BX, 8BX/CS NO UPC	EA	Candy Bars	Assorted Variety	up to 3 oz.	\$1.05	
80006632	4010	80006632 - MARS_SNICKERS_CHOC PEANUT_1.86 OZ_48EA/BX, 8BX/CS NO UPC	EA	Candy Bars	Assorted Variety	up to 3 oz.	\$1.05	
80006636	4040	80006636 - SKITTLES_CANDY_ORIGINAL_2.17 OZ_36EA/BX, 10BX/CS_NO UPC	EA	Soft/Chewy Candy	Assorted i.e. Skittles, Starburst	Up to 8 oz.	\$1.05	
80006850	4431	80006850 - CLOVERHILL_CHEESE DANISH_STRAWBERRY_4.25 OZ_36/CS_CLEAR PLASTIC WRAP	EA	Honey Bun – Individually Wrapped	Assorted Variety	Up to 6 oz.	\$0.81	
80007114	2689	80007114 - DUCHESS_DONUTS_CHOC GEMS_3 OZ_72/CS_SLEEVE_6 CT	EA	Boxed Backed Goods	Assorted, i.e. Donuts, Danish, Swiss Rolls, etc.	Up to 12 oz.	\$1.17	
80007115	2690	80007115 - DUCHESS_DONUTS_CHOC GEM_10 OZ_12/CS_NO TIE BAG	EA	Boxed Backed Goods	Assorted, i.e. Donuts, Danish, Swiss Rolls, etc.	Up to 12 oz.	\$3.20	
80007120	2694	80007120 - DUCHESS_DONUTS_POWDERED SUGAR GEM_10 OZ_12/CS_NO TIE BAG	EA	Boxed Backed Goods	Assorted, i.e. Donuts, Danish, Swiss Rolls, etc.	Up to 12 oz.	\$3.20	
80007188	2651	80007188 - 7 DAYS_CROISSANT_CHOC_2.65 OZ_24/CS	EA	Honey Bun – Individually Wrapped	Assorted Variety	Up to 6 oz.	\$1.55	
80007189	2652	80007189 - 7 DAYS_CROISSANT_VANILLA_2.65 OZ_24/CS	EA	Honey Bun – Individually Wrapped	Assorted Variety	Up to 6 oz.	\$1.55	
80007192	2655	80007192 - 7 DAYS_BAGEL CHIPS_ROASTED GARLIC_3.17 OZ_12/CS	EA	Miscellaneous Chips	Assorted i.e. Pork Rinds, Cheetos, etc.	Up to 12 oz.	\$1.80	
80007193	3656	80007193 - 7 DAYS_BAGEL CHIPS_SEA SALT_3.17 OZ_12/CS	EA	Miscellaneous Chips	Assorted i.e. Pork Rinds, Cheetos, etc.	Up to 12 oz.	\$1.80	
80007325	2695	80007325 - MARKET SQUARE_DONUT_POWDERED LEMON_3 OZ_72/CS	EA	Honey Bun – Individually Wrapped	Assorted Variety	Up to 6 oz.	\$1.29	
80007340	3243	80007340 - AUSTIN_SANDWICH CRACKERS_Peanut BUTTER & JELLY_8/BX, 12BX/CS_PLASTIC WRAPPED W/BOX	EA	Individual Sandwich Crackers	Assorted Variety	Up to 16 oz.	\$0.52	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
80007341	3223	80007341 - AUSTIN SANDWICH CRACKERS_PB ON CHEESE 8/BX, 12BX/CS PLASTIC WRAPPED W/BOX	EA	Individual Sandwich Crackers	Assorted Variety	Up to 16 oz.	\$0.52	
80007535	3141	80007535 - GAMESA CRACKERS_CRACK-ETS_3.45 OZ 24/CS	EA	Snack Crackers	Assorted Variety	Up to 16 oz.	\$0.62	
20776	0444	20776 - NEUTRAGENA_SOAP_FACIAL BAR_3.5 OZ 24/CS	EA	Moisturizing Soap			\$3.96	
21487	452	21487 - IRISH SPRING_SOAP_ORIGINAL SCENT_3.2 OZ 3EA/PK, 72EA/CS	PK	Moisturizing Soap			\$3.59	
22096	397	22096 - NEXT 1_SOAP_COCOA BUTTER BAR_5 OZ 80/CS CLEAR PLASTIC	EA	Moisturizing Soap			\$0.67	
22097	424	22097 - NEXT 1_SOAP_MOISTURIZING BAR_5 OZ 80/CS CLEAR PLASTIC WHITE	EA	Moisturizing Soap			\$0.66	
22098	426	22098 - NEXT 1_SOAP_ANTIBACTERIAL SPORT BAR_5 OZ 80/CS CLEAR PLASTIC	EA	Antibacterial Soap			\$0.66	
24942	361	24942 - ELEMENTZ_BODY WASH_3 IN 1 COCO LIME_15 OZ 12/CS	EA	Misc Hygiene			\$2.74	
24943	336	24943 - ELEMENTZ_BODY WASH_SEA MINERALS_15 OZ 12/CS	EA	Misc Hygiene			\$2.28	
24945	0335	24945 - ELEMENTZ_BODY WASH_SEA ALGAE EXT_15 OZ 12/CS	EA	Misc Hygiene			\$2.68	
80000398	395	80000398 - AMBI_SOAP_COMPLEXION CLEANSING BAR_3.5 OZ 24/CS	EA	Moisturizing Soap			\$2.31	
80003065	0439	80003065 - NEXT 1_SOAP_DEODORANT HYPOALLERGENIC_3 OZ 72/CS WRAP TRANSLUCENT	EA	Hypoallergenic Soap			\$0.54	
80003154	4564	80003154 - PALKO GRANDPA BRANDS_SOAP_PINE TAR MEDIUM BAR_3.25 OZ 25/CS	EA	Moisturizing Soap			\$6.18	
80008209	2436	80008209 - OLD SPICE_3 IN 1_HAIR BODY WASH_18 OZ 4/CS	EA	Misc Hygiene			\$7.19	
4316	2275	GEN_BOTTLED WATER_REGULAR_16.9 OZ_24/CS_PLASTIC BOTTLE__	EA	Bottled Water		16.9 oz.	\$0.98	Not currently supplied on contract
4	6034	4 - MARUCHAN_INST LUNCH_HOT CA VEGETABLE_2.25 OZ 12/CS_CUP	EA	Instant Lunch Soups	Assorted Variety	Up to 3 oz.	\$0.67	
5	6033	5 - MARUCHAN_INST LUNCH_CAJUN/CHILI PIQUIN/SHRIMP_2.25 OZ 12/CS_CUP	EA	Instant Lunch Soups	Assorted Variety	Up to 3 oz.	\$0.67	
8	6046	8 - MARUCHAN_RAMEN_CHICKEN_3 OZ 24/CS_PILLOW PK CLEAR WINDOW	EA	Instant Noodle Soup – Ramen	Assorted Variety	Up to 3 oz.	\$0.36	
9	6048	9 - MARUCHAN_RAMEN_BEEF_3 OZ_24/CS_PILLOW PK CLEAR WINDOW	EA	Instant Noodle Soup – Ramen	Assorted Variety	Up to 3 oz.	\$0.36	
10	6026	10 - MARUCHAN_RAMEN_CHILI_3 OZ_24/CS_PILLOW PK CLEAR WINDOW	EA	Instant Noodle Soup – Ramen	Assorted Variety	Up to 3 oz.	\$0.36	
13	6018	13 - MARUCHAN_RAMEN_TX BEEF_3 OZ 24/CS_PILLOW PK CLEAR WINDOW	EA	Instant Noodle Soup – Ramen	Assorted Variety	Up to 3 oz.	\$0.36	
16	6036	16 - MARUCHAN_INST LUNCH_HOT & SPICY BEEF_2.25 OZ 12/CS_CUP	EA	Instant Lunch Soups	Assorted Variety	Up to 3 oz.	\$0.67	
18	6013	18 - MARUCHAN_RAMEN_CAJUN CHICKEN_3 OZ 24/CS_PILLOW PK CLEAR WINDOW	EA	Instant Noodle Soup – Ramen	Assorted Variety	Up to 3 oz.	\$0.36	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
1327	6015	1327 - MARUCHAN_RAMEN_ROAST CHICKEN_3 OZ_24/CS_PILLOW PK	EA	Instant Noodle Soup – Ramen	Assorted Variety	Up to 3 oz.	\$0.36	
1328	6014	1328 - MARUCHAN_RAMEN_ROAST BEEF_3 OZ_24/CS_PILLOW PK	EA	Instant Noodle Soup – Ramen	Assorted Variety	Up to 3 oz.	\$0.36	
6644	6065	6644 - MARUCHAN_RAMEN_CHICKEN LOW SODIUM_3 OZ_24/CS_PILLOW PK	EA	Instant Noodle Soup – Ramen	Assorted Variety	Up to 3 oz.	\$0.36	
6646	6067	6646 - MARUCHAN_RAMEN_CHILI LOW SO_3 OZ_24/CS	EA	Instant Noodle Soup – Ramen	Assorted Variety	Up to 3 oz.	\$0.36	
80000891	6094	80000891 - MARUCHAN_VEGETABLE RAMEN_HOT & SPICY LOW SODIUM_3 OZ_24/CS_PILLOW PACK	EA	Instant Noodle Soup – Ramen	Assorted Variety	Up to 3 oz.	\$0.36	
80006501	4435	80006501 - ROYA_RAMEN_BEEF_3 OZ_12/CS_PLASTIC_CLEAR	EA	Instant Noodle Soup – Ramen	Assorted Variety	Up to 3 oz.	\$0.41	
80006502	4436	80006502 - ROYA_RAMEN_CHICKEN_3 OZ_12/CS_PLASTIC_CLEAR	EA	Instant Noodle Soup – Ramen	Assorted Variety	Up to 3 oz.	\$0.41	
80007963	2078	KEEFE_SUGAR PKT_1 SRV_10 PK_200/10PKS/CS_PAPER PKT__	PK	Sugar Packets		Up to 12 oz single package	\$0.34	Not currently supplied on contract
9719	2216	9719 - SWEET MATE_SWEETENER_PINK_3.5 OZ_100/BX_12BX/CS_PKT__	BX	Sugar Substitute Packets (Saccharine, or Sucralose)		Up to 12 oz. single package	\$1.95	
5070	6600	5070 - CACTUS ANNIES_TORTILLAS_FLOUR_8 OZ 6CT 8 IN_48/CS_BAG CLEAR RESEALABLE__	EA	Tortillas	Assorted, i.e. Flour, Whole Wheat, Corn	Up to 9 oz.	\$0.99	
21831	3670	21831 - ATHLETES CHOICE_WHEY PROTEIN_ULTRA_1 LB_24/CS_CLEAR POUCH__	EA	Protein Powder – without added amino acids, enzymes or hormones	e.g. Whey, Soy or Egg	Up to 16 oz.	\$15.98	
80001216	2766	80001216 - ULTRA FIT_NUTRITION BAR_CHOC PEANUT BUTTER_2.30 OZ_96/CS	EA	Cereal Bars	Assorted Variety	Up to 2 oz.	\$2.56	
80001688	5240	80001688 - SUNDOWN NATURALS_FISH OIL_OMEGA 3 1200 MG_100 CT_3EA/PK, 12EA/CS	EA	Multivitamins		125 Maximum count	\$8.69	
80002431	5183	80002431 - METAMUCIL_DAILY FIBER SUPPLEMENT_SUGAR FREE ORANGE SMOOTH_30 CT_30EA/BX, 360EA/CS_SINGLES__	EA	Powdered Drink Mix – Sugar Free & Unsweetened	Assorted Varieties	Up to 12 oz. or; maximum of 10 single serve packets	\$0.77	
80002883	4899	80002883 - MASON_VITAMIN_PROBIOTIC VEGGIE CAPS_40 CT_72/CS	EA	Multivitamins			\$14.37	
80003009	884	80003009 - NATURAL CHOICE_VITAMIN E_100IU_100 CT_24/CS	EA	Vitamin E Tablets		100 Maximum count	\$5.72	
80003630	681	80003630 - MASON NATURALS_MULTIVITAMIN_W/IRON_100 CT_72/CS	EA	Multivitamins		125 Maximum count	\$2.85	
80003631	680	80003631 - MASON NATURALS_MULTIVITAMIN_NO IRON_100 CT_72/CS	EA	Multivitamins		125 Maximum count	\$2.39	
80006528	658	80006528 - MASON_VITAMIN D_10,000 IU_30 CT_72/CS	EA	Vitamin D Tablets			\$13.39	
80006649	2581	80006649 - MASON NATURALS_MULTIVITAMIN_VITRUM PLUS_100 CT_72/CS	EA	Multivitamins		125 Maximum count	\$12.31	

Keefe #	Alias	Description	UOM	TYPE:	FLAVOR:	SERVING SIZE:	Price with 19% Commission	Notes
80008102	2586	80008102 - MASON NATURAL_VITAMIN C_500 MG_100 CT_72/CS	EA	Vitamin C Tablets		100 Maximum count	\$4.47	Changed outside of bi-annual
80001182	764	HI VALU_TISSUE_FACIAL_100 CT_30/CS_BOX	PK	Facial Tissues			\$1.47	Not currently supplied on contract
				Arch Supports			#N/A	Not currently supplied on contract / elected to carry on property only
				Photo tickets			#N/A	Currently these are supplied by the facility

STATE OF MICHIGAN

Contract No. 200000001938

Prisoner Store, Friends and Family Care Package Services
Michigan Department of Corrections (MDOC)

SCHEDULE C

Service Level Agreement (SLA) Metrics

Agency/Vendor: Keefe Commissary Network, LLC
Contract #: 200000001938
Effective Date: October 1, 2020
Metric 1: 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 total number of the approved store items for any business day (Monday through Friday).
Data Sources:
1. Inventory Outage Report 2. Prisoner Store Sales Report 3. Vendor Outage Letters, Recall Letters, or Discontinued Item Letters (valid for 90 days)
Methodology:
MDOC will review Data Sources 1, 2, and 3 for each calendar month.
Acceptable Standard:
The Acceptable Standard is 100% compliance.
Amount for Failing to Meet Service Level Agreement
Prisoner Store Inventory Outages must not exceed 1% of the total number of the approved store items for any business day (Monday through Friday). \$500.00 will be assessed for each business day (Monday through Friday) that the Prisoner Store Inventory Outages exceed the 1% threshold for items out of stock. Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied 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.

Metric 2: Delivery
Definition and Purpose
<p>The Contractor must ensure facility orders are delivered to locations identified on the Delivery Order (DO) or designated locations as agreed upon by the MDOC and the Contractor. These order deliveries are to be completed within 5 business days of the facility order being received by the Contractor.</p> <p>Note: "Complete" is defined as an entire facility order being delivered.</p>
Data Sources:
<ol style="list-style-type: none"> 1. Mutually approved Download and Delivery Schedule 2. Delivery Receipts 3. Mutually approved deviations to the Delivery Schedule 4. Delivery Compliance Report 5. Facility Correspondence
Methodology:
<p>MDOC will review Data Sources 1, 2, 3, 4, and may review Data Source 5 for each month.</p>
Acceptable Standard:
<p>The Acceptable Standard is 100% compliance.</p>
Amount for Failing to Meet Service Level Agreement
<p>The Contractor must ensure order deliveries are completed within 5 business days of the facility order being received. \$1,000.00 will be assessed on the 6th business day from the facility order being received and not delivered by the Contractor to the correct location. An additional \$1,000.00 will be assessed for each business day thereafter until the facility order is delivered to the correct location.</p> <p>Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied 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.</p>

Metric 3: Reports

Definition and Purpose

The Contractor must ensure all required reports listed in the Data Sources of Metric 3 are accurate, complete, and provided to the MDOC within 20 calendar days from the close of the previous month.

Data Sources: THIS IS A DRAFT LIST OF DATA SOURCES

1. Prisoner Store Sale Report
2. Friends and Family Order Information Report (order number, name, prisoner name, and MDOC #, etc.)
3. Delivery Compliance Reports
4. Service Compliance Reports (Technical Support, Repairs, and Maintenance)
5. Monthly Employee Roster
6. Inventory Outage Report
7. Sales Commission Report (to include Sales Commission Check and Monthly & Annual Sales Report)
8. Friends and Family Sales Commission Report (to include Sales Commission Check and Quarterly & Annual Sales Report)
9. Vending Machine Cards Sales Report
10. Refunds and Return Report
11. Email correspondence with Contractor regarding reports

Methodology:

MDOC will review Data Sources 1 through 10 and may review Data Source 11 for each calendar month.

Acceptable Standard:

The Acceptable Standard is 100% compliance.

Amount for Failing to Meet Service Level Agreement

Reports must be received within 20 calendar days of the close of the previous month. \$100.00 will be assessed on the 21st day and each day thereafter until the reports are received by the MDOC.

Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied towards 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.

Metric 4: Technical Issue Resolution

Definition and Purpose

The Contractor must ensure that kiosks and associated infrastructure remain operational for prisoner use. The MDOC will report technical issues through the Contractor's ticketing/repair process. Technical issues with kiosks and associated infrastructure must be fully resolved within 48 hours. The MDOC's measure of functionality is the operation of the kiosks.

A full resolution is defined as returning the kiosk or associated infrastructure to 100% functionality.

Associated infrastructure is defined under Section 1 General Requirements.

Data Source:

1. Service Compliance Reports (Technical Support, Repairs, and Maintenance)

Methodology:

MDOC will review Data Source 1 each month.

Acceptable Standard:

The Acceptable Standard is 100% compliance.

Amount for Failing to Meet Service Level Agreement

For any technical issue with a kiosk or associated infrastructure that is not fully resolved within 48-hours (Monday through Friday), \$250.00 per kiosk will be assessed for each 24-hour period thereafter until the issue is fully resolved.

An additional \$1,000.00 per kiosk will be assessed if a technical issue is not fully resolved in 5 business days.

Also, there will be a monthly amount of \$5,000.00 assessed if the number of kiosk breakdowns exceeds 10% of the total number of kiosks statewide on any business day.

Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied 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.

Metric 5: Sales Commission

Definition and Purpose

The Contractor must have a means in place to track Commissions earned on all Prisoner Store, friends, and family sales. The Prisoner Benefit Fund Commission fees collected, transaction fees billed, and/or commissions earned will be provided to the State. The Commission payment for the friends and family packages ordered is due to the MDOC within 20 calendar days from the close of the previous quarter.

Refer to Schedule B, Pricing, for product pricing and commission rates.

Data Sources:

1. Sales Commission for friends and family package orders report (to include Quarterly Sales Commission Check and Quarterly & Annual Sales Report)
2. Correspondence with Contractor
3. MDOC Internal Correspondence

Methodology:

MDOC will review Data Sources 1 and 2 and may review Data Sources 3 for each calendar month.

Acceptable Standard:

The Acceptable Standard is 100% compliance.

Amount for Failing to Meet Service Level Agreement

Sales Commissions must be received within 20 calendar days of the close of the quarter. \$500.00 will be assessed on the 21st day and each day thereafter until the commissions are received by the MDOC.

Extenuating circumstances will be reviewed by the MDOC Contract Manager before any Service Credits are assessed. At the discretion of the State, these credits may be applied 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.

STATE OF MICHIGAN

Contract No. 200000001938

Prisoner Store, Friends and Family Care Package Services
Michigan Department of Corrections (MDOC)

SCHEDULE D Standardized Store List

The following items may be available for purchase at each facility in accordance with approved store lists. Each size and flavor of individual brands of multiple brand items shall be counted as a separate item. No more than one type of each item may be available from the prisoner store vendor, except as otherwise indicated. At least one of each mandatory store item, as identified by an asterisk (*), must be available for sale, except as otherwise indicated by this or another policy, or for Specialized Housing Units as pre-approved in writing by the CFA Deputy Director.

All items must comply with fire safety requirements set forth in [PD 04.03.120](#) "Fire Safety." All items also must be non-caustic and not require refrigeration. Items shall not be sold past the "sell by" date identified on the item. The following types of items are prohibited, unless approved for sale by the CFA Deputy Director:

1. Items in glass or metal containers and items in containers containing glass or metal parts.
2. Oils.
3. Items containing gum.
4. Items with double-wall construction (e.g., insulated mugs) or double-wall packaging unless the construction/packaging is clear.
5. Items in capsule form; this does not include "gel caps."
6. Items in squeeze bottles.

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. Store items shall be available for purchase by prisoners in segregation as set forth in [PD 04.05.120](#) "Segregation Standards."

All items are subject to Michigan sales tax unless specifically identified in this Attachment as being non-taxable.

Please Note: "*" Items designated with an Asterix are mandatory under our current contract.

1. MANDATORY HEALTH CARE PRODUCTS

- *Abrasive callous sponge (e.g., titania pumice sponge) (maximum 2" x 4"; porous only; pumice stone prohibited)
- *Acetaminophen, 325 mg. tablets (maximum 100 tablets)
- *Acid Reducer (e.g., Famotidine or Cimetidine) (maximum 30 tablets)
- *Antibacterial soap (e.g., Dial) (maximum 5 oz.)
- *Aspirin, 325 mg. tablets (maximum 100 tablets)
- *"Balanced" liquid antacid, with or without simethicone (e.g., Mylanta, Maalox) (maximum 12 oz.)
- *Benzoyl peroxide, 10% preparation (acne skin preparation) (maximum 2 oz.)
- *Chlorpheniramine maleate, 4 mg. tablets (allergy tablets) (maximum 24 tablets)
- *Clotrimazole, 1% cream (antifungal cream) (maximum 1.5 oz.)
- *Coal tar dandruff shampoo (maximum 15 oz.)
- *Cold tablets (e.g., Alka Seltzer Cold Plus; cannot contain Pseudoephedrine or Diphenhydramine) (maximum 24 tablets)
- *Cream depilatory (e.g., Magic Cream Shave) (maximum 6 oz.)
- *Dandruff shampoo (maximum 15 oz.)
- *Hemorrhoidal cream (maximum 2 oz.)

- ☐ Hydrocortisone, 1% cream (maximum 1 oz. tube)
- ☐ Hypoallergenic soap (e.g., Neutrogena) (maximum 5 oz.)
- ☐ Ibuprofen, 200 mg. tablets (maximum 100 tablets)
- ☐ Loratadine, 10 mg. tablets (allergy medicine) (maximum 30 tablets)
- ☐ Medicated foot pads
- ☐ Menstrual relief medication (e.g., Midol; Pamprin) (female prisoners only)
- ☐ Moisturizing skin cream/cocoa butter cream (maximum 8 oz.)
- ☐ Moisturizing soap (e.g., Tone) (maximum 5 oz.)
- ☐ Monistat 7 (female prisoners only)
- ☐ Naproxen, 200 mg. tablets (maximum 100 tablets)
- ☐ Petroleum jelly (maximum 2 oz.)
- ☐ Psyllium seed-based laxative (maximum 13 oz.)
- ☐ Ranitidine, 75 mg. tablets or Cimetidine (maximum 30 tablets)
- ☐ Sensitivity type toothpaste (e.g., Sensodyne) (tube; maximum 7 oz.)
- ☐ Soft bristle toothbrush (maximum 4-inch total length)
- ☐ Sunscreen with SPF 30 or greater (maximum 4 oz.)
- ☐ Tolnaftate, 1% cream (anti-fungal cream) (maximum 1.5 oz.)

2. **OVER-THE-COUNTER PERSONAL CARE PRODUCTS**

- Analgesic muscle rub (e.g., Icy Hot, Ben Gay) (maximum 6 oz.)
- Antacid (e.g., Roloids; TUMS) (maximum 150 tablets)
- Cough drops (maximum 30 per pkg.)
- Eye drops (no separate eye dropper; maximum 1 oz.)
- Fish oil soft gels (maximum 1200 mg) (maximum 120 soft gels) (non-taxable)
- Foot powder (maximum 3 oz.)
- ☐ Insect repellant (maximum 10% Deet only) (mandatory May to October only)
- "Medicated" chest rub (maximum 4 oz.)
- Multivitamins (maximum 125 tablets; maximum 100% of the DRI for all nutrients) (at least one must be without iron or other minerals) (non-taxable)
- Vitamin C (maximum 500 mg. tablets) (maximum 100 tablets) (non-taxable)
- Vitamin E (maximum 250 I.U. tablets) (maximum 100 tablets) (non-taxable)

3. **HYGIENE PRODUCTS**

Hair Care

- Barrettes (all plastic parts; maximum 1 pkg.) (female prisoners only)
- Braided elastic or terry cloth ponytail holders (maximum 1 pkg.) (black and/or white only)
- Comb or pick (not to exceed 7" in length; flexible plastic) (no more than 1 Afro comb or pick and 1 barber comb)
- Gel, mousse, or moisturizer (maximum 15 oz.)
- Hairbrush (not to exceed 6" in length; no handle) (no more than 1 military brush and 1 styling brush)
- Hairspray (alcohol-free; non-aerosol; clear bottle; maximum 8 oz.) (female prisoners only)
- Shampoo (non-medicated), conditioner, and/or cream rinse (maximum 15 oz.)
- Shower cap (plastic)
- Terry cloth sweatband (no padding; plain only; for the head) (black and/or white only)
- Wave cap, doo rag, or sleep cap (black and/or white only)

Skin Care

- After shave (no oils; alcohol-free); (maximum 3 oz.)
- Bar soap (bath size; maximum 5 oz.)
- ☐ Body lotion (no oils; maximum 15 oz.)
- Body talc (maximum 13 oz.)
- ☐ Chapped lip balm/lip ointment (maximum 6 grams)
- ☐ Deodorant and/or antiperspirant (no aerosol or roll-on; maximum 3 oz.)
- Depilatory cream, lotion, or gel (maximum 6 oz.)

- "Medicated" facial cream (e.g., Noxema) (maximum 8 oz.)

Dental

- ✖Denture adhesive (maximum 3 oz.)
- ✖Denture brush
- ✖Denture cleanser (maximum 40 tablets)
- Denture cup
- ✖Floss
- Mouthwash (alcohol-free; maximum 8 oz.)
- Toothbrush cap (plastic; to cover brush part only)
- ✖Toothpaste (tube; maximum 7 oz.)
- Athletic mouth guard

Miscellaneous Hygiene Products

- Arch supports (no metal or gel parts)
- Cotton swabs (flexible)
- Facial tissues (soft packaging only; no box)
- Fingernail clippers (under 2 1/2" in length; no file)
- Panty liners (female prisoners only)
- Sanitary napkins (female prisoners only)
- ✖Shaving/cosmetic bag (clear plastic; nylon zipper closure; maximum 10" x 8" x 4") (mandatory only in Level I through IV; not permitted for Level V)
- Shoe insoles (no metal or gel parts)
- ✖Shower shoes (rubber)
- Soap dish (plastic with cover)
- Tampons (female prisoners only)
- Tweezers (female prisoners only) (maximum 3 1/2" in length)

4. STATIONERY

- Address book (no metal parts)
- Calendar (maximum 8 1/2" x 11"; no metal parts)
- ✖Carbon paper (8 1/2" x 11")
- ✖Envelopes (Manila 10" x 15"; 15" x 20") (not stamped)
- ✖Envelopes (Plain 3 5/8" x 6 1/2"; 10 4 1/8" x 9 1/2")
- ✖Forever Embossed Stamped Envelopes (legal - 4 1/8" x 9 1/2")
- File folders (letter size; no metal parts)
- Greeting cards (maximum card size 6-1/8" x 11-12")
- ✖Pencils (#2 lead)
- Pens (blue or black ink; transparent barrel)
- ✖Scrapbook/photo album (no metal parts; maximum 12" x 12") (mandatory only in Level I through IV; not permitted for Level V)
- ✖Typing paper (8 1/2" x 11") (may be sold in reams not exceeding 500 sheets)
- ✖Writing paper (8 1/2" x 11"; white, lined paper)

5. MISCELLANEOUS

- ✖Batteries (AA; no rechargeables, alkaline only)
- Batteries (AAA, C, or D; no rechargeables; alkaline only)
- Bowl with lid (maximum 1.6 qt.; plastic/pliable; microwave safe)
- Checkers/chess (combination set or separate sets; chess pieces must be either hollow with no bottom or solid; no metal pieces or other items which may pose a threat to the custody and security of the institution; only checker/chess boards made of cardboard permitted for Level V)
- Cup (12 oz.)
- Ear buds/earplugs (for appliances; 9' maximum length)
- Earplugs (for noise reduction)
- Extension cord (UL listed; 9' maximum length; minimum 16-gauge wire) (no more than one)
- Eyeglass case (soft)

- Game of dominoes (no metal pieces or other items which may pose a threat to the custody and security of the institution)
- Headphone extension cord
- Identification card holder (single fold; no larger than 3 1/2" x 5" when folded)
- ✖Key ring (plastic only; no metal parts) (only required and allowed at facilities at which prisoners are issued room keys)
- Mirror (flexible plastic; no magnet)
- Photo tickets
- ✖Playing cards
- Protein powder (simple protein concentrates without added amino acids, enzymes, or hormones; e.g., whey, soy, or egg protein) (maximum 16 oz.) (non-taxable)
- Push pins (round head; maximum 1/2-inch total 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)
- Shoelaces (black, brown, and/or white only; maximum length 44")
- Spork (plastic/pliable)
- Stereo/mono mini adapter (for use with headphones)
- Tumbler with lid (22 oz.)

NOTE: Flat plastic hangers (M & P Plastic, #mp 106), Saf-T-Hangers, and 32 oz. cups (Model #Q501) previously on the Standardized Store List are discontinued but prisoners may continue to possess.

6. COSMETICS - FEMALE PRISONERS ONLY

Make-up (only lipstick, mascara, liquid foundation, face powder, eyebrow pencil, eyeliner, blush/rouge, eye shadow; Hair curlers (plastic - sponge type)

7. FOOD/BEVERAGES (items are non-taxable)

- ✖Food/beverage items in store must include at least five of the following:
- Graham crackers
- Low fat, low salt popcorn
- Powdered milk
- Pretzels
- ✖Saccharine (e.g., Sweet 'n Low) or Sucralose (e.g., Splenda brand) artificial sweetener
- Sugar free cocoa/chocolate drink mix
- Sugar-free candy
- Sugar-free cereal
- Unsweetened beverage mix (e.g., Koolaid)
- Vacuum-packed vegetables
- Vanilla wafers
- Low fat, low salt crackers

“✖” Items designated with an Asterix are mandatory under our current contract.

STATE OF MICHIGAN

Contract No. 200000001938

Prisoner Store, Friends and Family Care Package Services
Michigan Department of Corrections (MDOC)

SCHEDULE E

Contractor Hosted Software and Services

1. **Definitions.** In addition to the definitions found in the Contract Terms, for the purposes of this Contract, the following terms have the following meanings:

- **“Authorized Users”** means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.
- **“Harmful Code”** means any:
 - (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or
 - (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise prevent, restrict or impede the State's or any Authorized User's use of such software.
- **“Hosted Services”** means the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract.
- **“Open-Source Components”** means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.
- **“Open-Source License”** has the meaning set forth in **Section 2.3** Error! Reference source not found..
- **“Operating Environment”** means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in the Statement of Work, including such structural, functional and other features, conditions and components as hardware, operating software and system architecture and configuration.
- **“Service Error”** means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.
- **“Specifications”** means the specifications for the Software set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.
- **“State Materials”** means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.
- **“Support Services”** means the Software maintenance and support services Contractor is required to or otherwise does provide to the State pursuant to this **Schedule G** and **Exhibit 1** to this **Schedule G**.
- **“Technical Specification”** means, with respect to any Software, the document setting forth the technical specifications for such Software and included in the Statement of Work.

- **“User Data”** means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input.
- **“Warranty Period”** means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software.

1. Hosted Software License Grant and Source Code Escrow

- 1.1 **Contractor License Grant.** Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:
 - (a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;
 - (b) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Hosted Services;
 - (c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Hosted Services under this Contract; and
 - (d) access and use the Hosted Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair, which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Hosted Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section 2.2** Error! Reference source not found..
- 1.2 **License Restrictions.** The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Hosted Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.
- 1.3 **Use.** The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Hosted Services or Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Hosted Services or Software, including any excess use.
- 1.4 **Open-Source Licenses.** For Contractor Hosted Software only (and not for the provision of Software-as-a-Service), any use hereunder of Open-Source Components shall be governed by, and subject to, the terms and conditions of the applicable open-source license (“Open-Source License”). Contractor shall identify and describe in an exhibit to the Statement of Work each of the Approved Open-Source Components of the Software, and include an exhibit attaching all applicable Open-Source Software Licenses or identifying the URL where these licenses are publicly available.
- 1.5 **Source Code Escrow.** The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release. Contractor hereby grants the State a license to use, reproduce, and create derivative works from the deposit material, provided the State may not distribute or sublicense the deposit material or make any use of it whatsoever except for such internal use as is necessary to maintain and support the Software. Copies of the deposit material created or transferred pursuant to this Contract are licensed, not sold, and the State receives no title to or ownership of any copy or of the deposit material itself. The deposit material constitutes

Confidential Information of Contractor pursuant to **Section 38.a** of this Contract (provided no provision of **Section 38.e** Error! Reference source not found. calling for return of Confidential Information before termination of this Contract will apply to the deposit material).

2. Hosted Services Testing and Acceptance.

2.1 **Hosted Service Preparation.** Promptly upon the parties' execution of a Statement of Work, Contractor will take all steps necessary to make the Hosted Services procured thereunder ready and available for the State's use in accordance with the Statement of Work and this Contract, including any applicable milestone date or dates set forth in such Statement of Work.

2.2 Testing and Acceptance.

- (a) When Contractor notifies the State in writing that the Hosted Services are ready for use in a production environment, the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the notice to test the Hosted Services to determine whether they comply in all material respects with the requirements of this Contract and the Specifications.
- (b) Upon completion of the State's testing, the State will notify Contractor of its acceptance ("**Accept**" or "**Acceptance**") or, if it has identified any noncompliance with the Specifications, rejection ("**Reject**" or "**Rejection**") of the Hosted Services. If the State Rejects the Hosted Services, the State will provide a written list of items that must be corrected. On receipt of the State's notice, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the State's notice, such necessary corrections, repairs and modifications to the Hosted Services to bring them into full compliance with the Specifications.
- (c) If any corrective measures are required under **Section 2.2(b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section 2.2(a)** and **Section 2.2(b)** will be repeated; provided that if the State determines that the Hosted Services, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:
 - (i) require the Contractor to repeat the correction, repair and modification process set forth in **Section 2.2(b)** at no additional cost or charge to the State; or
 - (ii) terminate any and all of the relevant Statement of Work, this Contract and any other Statements of Work hereunder.
- (d) The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or elects to terminate the relevant Statement of Work as provided in **Section 2.2(c)(ii)** above. If the State so terminates the relevant Statement of Work, Contractor must refund to the State all sums previously paid to Contractor under such Statement of Work within ten (10) Business Days of the State's written notice of termination, and the State will be relieved of all obligations thereunder.

3. Support Services.

3.1 **Maintenance and Support Services.** Contractor will provide Hosted Service maintenance and support services (collectively, "**Support Services**") in accordance with the provisions set forth in this **Schedule G** and in the Service Level Agreement, attached as **Exhibit 1** to this **Schedule G** (the "**Support Services and Service Level Agreement**").

3.2 **Maintenance Services.** Contractor will provide Hosted Service maintenance and support services (collectively, "**Software Support Services**") in accordance with the provisions of this **Schedule G**, including **Exhibit 1** to this **Schedule G**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services. Contractor will continuously maintain the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement as defined in **Exhibit 1** to this **Schedule G**. Such maintenance services include providing to the State and its Authorized Users:

- (a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; and

- (b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with the Contract and this **Schedule G**.

3.3 Support Service Responsibilities. Contractor will:

- (a) correct all Service Errors in accordance with the Support Service Level Requirements as defined in **Exhibit 1** to this **Schedule G**, including by providing defect repair, programming corrections and remedial programming;
- (b) provide unlimited telephone support between the hours of 6 am and 7 pm, EST Monday through Friday;
- (c) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers;
- (d) respond to and Resolve Support Requests as specified in the Statement of Work, and **Schedule C**.

4. Software and Service Warranties.

4.1 Contractor represents and warrants to the State that:

- (a) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services, including Hosted Services, will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;
- (b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable law, including any law relating to data privacy, data security or personal information;
 - (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or
 - (iii) require the provision of any payment or other consideration by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable law that would preclude Contractor's performance of its material obligations hereunder;
- (c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, the Hosted Services, Documentation and all other Services and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;
- (d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened action, and it has not received any written, oral or other notice of any action (including in the form of any offer to obtain a license):
 - (i) alleging that any access to or use of the Services, Hosted Services, or Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party;
 - (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or
 - (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services, including Hosted Services, or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;
- (e) the Software, Services (including Hosted Services) will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in Exhibit 1 to this **Schedule G**;

- (f) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Hosted Services have any material undocumented feature;
 - (g) the Contractor Systems and Services (including Hosted Services) are and will remain free of Harmful Code;
 - (h) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;
 - (i) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;
 - (j) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and
 - (k) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever.
- 4.2 **DISCLAIMER.** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

SCHEDULE G, EXHIBIT 1
Support Services and Service Level Agreement for Hosted Services

1. **Definitions.** For purposes of this **Exhibit 1 to Schedule G**, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract or its associated respective Schedules.

- “**Actual Uptime**” means the total minutes in the Service Period that the Hosted Services are Available.
- “**Availability**” has the meaning set forth in **Section 3.1**.
- “**Availability Requirement**” has the meaning set forth in **Section 3.1**.
- “**Available**” has the meaning set forth in **Section 3.1**.
- “**Contractor Service Manager**” has the meaning set forth in **Section 2.1**.
- “**Corrective Action Plan**” has the meaning set forth in **Section 4.3**.
- “**Critical Service Error**” has the meaning set forth in **Section 4**.
- “**Exceptions**” has the meaning set forth in **Section 3.2**.
- “**Force Majeure Event**” has the meaning set forth in **Section 4.1**.
- “**High Service Error**” has the meaning set forth in **Section 5.1**.
- “**Hosted Services**” has the meaning set forth in **Schedule G**.
- “**Low Service Error**” has the meaning set forth in **Section G**.
- “**Medium Service Error**” has the meaning set forth in **Section 4**.
- “**Resolve**” has the meaning set forth in **Section 4.1(a)**.
- “**Scheduled Downtime**” has the meaning set forth in **Section 3.3**.
- “**Scheduled Uptime**” means the total minutes in the Service Period.
- “**Service Availability Credits**” has the meaning set forth in **Section 3.6(a)**.
- “**Service Level Credits**” has the meaning set forth in **Section 4.2**.
- “**Service Level Failure**” means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.
- “**Service Period**” has the meaning set forth in **Section 3.1**.
- “**Software**” has the meaning set forth in the Contract.
- “**Software Support Services**” has the meaning set forth in **Section 3.1**.
- “**State Service Manager**” has the meaning set forth in **Section 2.2**.
- “**State Systems**” means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.
- “**Support Request**” has the meaning set forth in **Section 4**.
- “**Support Service Level Requirements**” has the meaning set forth in **Section 4**Error! Reference source not found..
- “**Term**” has the meaning set forth in the Contract.

2. **Personnel**

- 2.1 **Contractor Personnel for the Hosted Services.** Contractor will appoint a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the “**Contractor Service Manager**”). **The Contractor Service Manager** will be considered Key Personnel under the Contract.
- 2.2 **State Service Manager for the Hosted Services.** The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Software Support Services, including the submission and processing of Support Requests (the “**State Service Manager**”).

3. **Service Availability and Service Availability Credits.**

- 3.1 **Availability Requirement.** Contractor will make the Hosted Services Available for 99.98% of the time during the hours of 7:00AM to 11:00PM Monday through Sunday. “**Available**” means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. “**Availability**” has a correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part.

- 3.2 **Exceptions.** No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following ("**Exceptions**"):
- (a) failures of the State's or its Authorized Users' internet connectivity;
 - (b) Scheduled Downtime as set forth in **Section 0**.
- 3.3 **Scheduled Downtime.** Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part ("**Scheduled Downtime**"). All such scheduled outages will: (a) last no longer than five (5) hours; (b) be scheduled between the hours of 12:00 a.m. and 5:00 a.m., Eastern Time; and (c) occur no more frequently than once per week; provided that Contractor may request the State to approve extensions of Scheduled Downtime above five (5) hours, and such approval by the State may not be unreasonably withheld or delayed.
- 3.4 **Software Response Time.** Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.
- 3.5 **Service Availability Reports.** Within twenty (20) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum:
- (a) the actual performance of the Hosted Services relative to the Availability Requirement;
 - (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.
- 3.6 **Service Monitoring and Management.** Contractor will continuously monitor and manage the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:
- (a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;
 - (b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and
 - (c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):
 - (i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;
 - (ii) if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 4**. Error! Reference source not found., or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and
 - (iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

4. Force Majeure.

- 4.1 **Force Majeure Events.** Subject to **Section 4.3**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a “**Force Majeure Event**”), in each case provided that:
- (a) such event is outside the reasonable control of the affected party;
 - (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.
- 4.2 **State Performance; Termination.** In the event of a Force Majeure Event affecting Contractor’s performance under the Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate the Contract by written notice to Contractor if a Force Majeure Event affecting Contractor’s performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates the Contract pursuant to the preceding sentence, any date specifically designated for Contractor’s performance under the Contract will automatically be extended for a period up to the duration of the Force Majeure Event.
- 4.3 **Exclusions; Non-suspended Obligations.** Notwithstanding the foregoing or any other provisions of the Contract or this Schedule:
- (a) in no event will any of the following be considered a Force Majeure Event:
 - (i) shutdowns, disruptions or malfunctions of Contractor Systems or any of Contractor’s telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or
 - (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

STATE OF MICHIGAN

Contract No. 200000001938

Prisoner Store, Friends and Family Care Package Services
Michigan Department of Corrections (MDOC)

SCHEDULE F

Data Security Requirements

1. **Definitions.** For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract.
 - **"Contractor Security Officer"** has the meaning set forth in **Section 2** of this Schedule.
 - **"Contractor Systems"** has the meaning set forth in **Section 6** of this Schedule.
 - **"FISMA"** means the Federal Information Security Modernization Act of 2014 (44 U.S.C. § 3551 et seq.).
 - **"Hosted Services"** means the hosting, management and operation of the computing hardware, ancillary equipment, Software, firmware, data, other services (including support services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.
 - **"NIST"** means the National Institute of Standards and Technology.
 - **"PSP"** means the State's IT Policies, Standards and Procedures
 - **"PCI"** means the Payment Card Industry.
 - **"SSAE"** means Statement on Standards for Attestation Engagements.
2. Contractor will appoint a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**"). The Contractor Security Officer will be considered Key Personnel under the Contract.
3. **Protection of the State's Confidential Information.** Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:
 - 3.1 If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;
 - 3.2 for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST MOD controls for the Hosted Services throughout the Term;
 - 3.3. maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in the Contract, and must, at a minimum, remain compliant with NIST Special Publication 800.53 (most recent version) MOD Controls using minimum control values as established in the applicable PSP;
 - 3.4. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;
 - 3.5. Take all reasonable measures to:

- (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against “hackers” and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
 - (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer’s users of the Services; (ii) the State’s Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State’s Confidential Information;
- 3.6. ensure that State Data is encrypted in transit and at rest using AES 256bit or higher encryption;
- 3.7. ensure that State Data is encrypted in transit and at rest using currently certified encryption modules in accordance with FIPS PUB 140-2 (as amended). *Security Requirements for Cryptographic Modules*;
- 3.8. ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms;
- 3.9. ensure the Hosted Services have multi-factor authentication for privileged/administrative access; and
- 3.10. assist the State, at no additional cost, with development and completion of a system security plan using the State’s automated governance, risk and compliance (GRC) platform.
- 4. **Unauthorized Access.** Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor’s Systems or otherwise, without the State’s express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State’s authorization pursuant to this **Section**
- 5. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State’s security gateways and firewalls and in compliance with the State’s security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.
- 6. **Contractor Systems.** Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services (“**Contractor Systems**”) and shall prevent unauthorized access to State systems through the Contractor Systems.
- 7. **Security Audits.** During the Term, Contractor will:
 - 7.3. maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State’s Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State’s Confidential Information and any other information relevant to its compliance with this Schedule;
 - 7.4. upon the State’s request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State:
 - (i) gives Contractor at least five (5) Business Days prior notice of any such audit;
 - (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and
 - (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor’s normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State’s option and request, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and
 - 7.5. if requested by the State, provide a copy of Contractor’s SSAE 16 SOC 2 Type 2 audit report to the State within thirty (30) days after Contractor’s receipt of such report. Any such audit reports will be recognized as Contractor’s Confidential Information.

8. Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

9. PCI Compliance.

9.3. Contractors that process, transmit, store or affect the security of credit/debit cardholder data, must adhere to the PCI Data Security Standard. 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.

9.4. The Contractor must notify the State's Contract Administrator (within 48 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 card associations (e.g. Visa, MasterCard, and Discover) and state acquirer representative(s), or a PCI approved third party, to conduct a thorough security review. The Contractor must provide, at the request of the State, the results of such third-party security review. The review must validate compliance with the PCI Data Security Standard for protecting cardholder data. At the State's sole discretion, the State may perform its own security review, either by itself or through a PCI approved third party.

9.5. The Contractor is responsible for all costs incurred as the result of the breach. Costs may include, but are not limited to, fines/fees for non-compliance, card reissuance, credit monitoring, and any costs associated with a card association, PCI approved third-party, or State initiated security review.

9.6. Without limiting Contractor's obligations of indemnification as further described in this Contract, Contractor must indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the breach.

9.7. The Contractor must dispose of cardholder data when it is no longer needed in compliance with PCI DSS policy. The Contractor must continue to treat cardholder data as confidential upon contract termination.

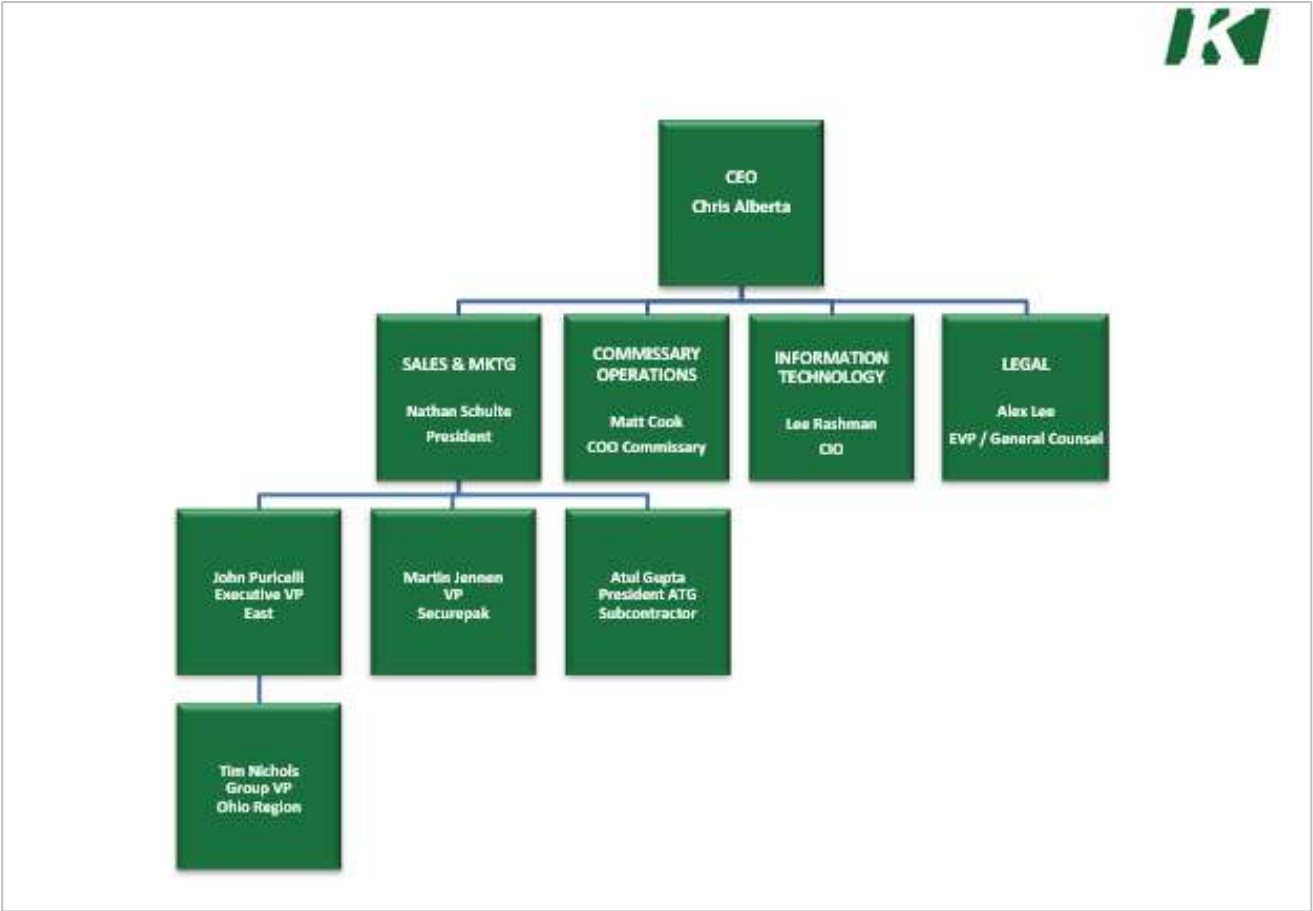
The Contractor must provide the State's Contract Administrator with an annual Attestation of Compliance (AOC) or a Report on Compliance (ROC) showing the contractor is in compliance with the PCI Data Security Standard. The Contractor must notify the State's Contract Administrator of all failures to comply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

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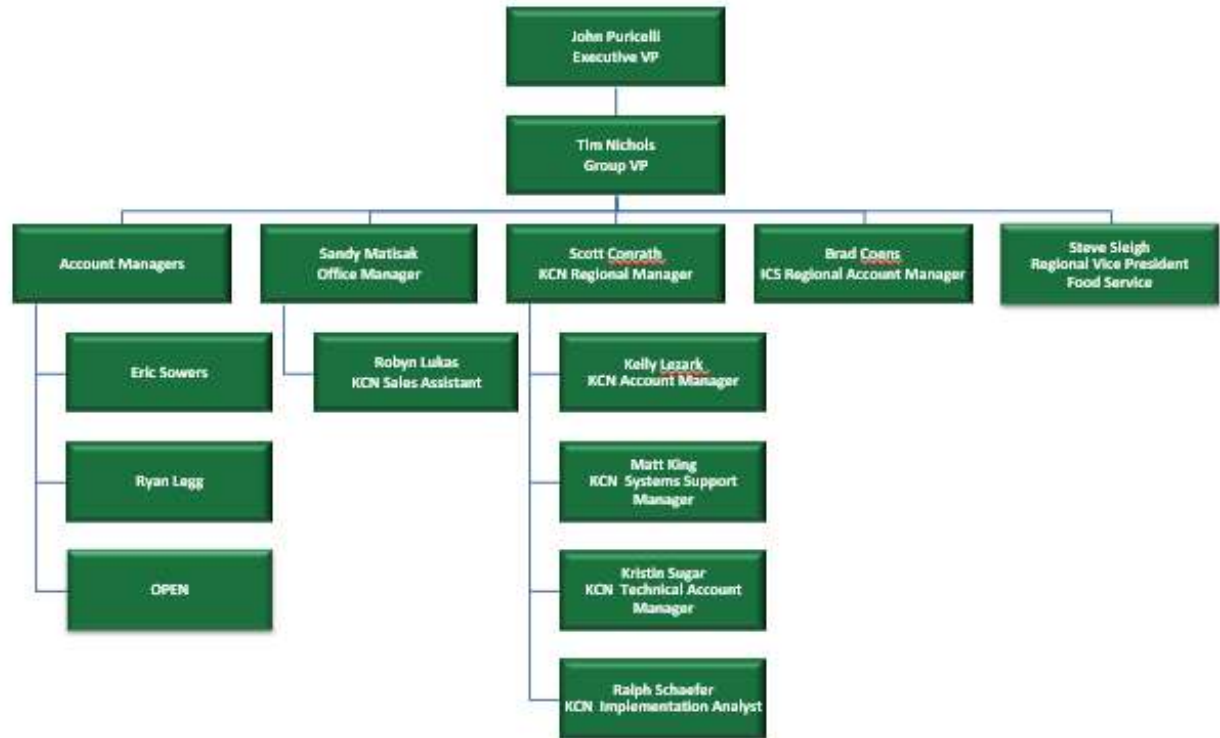
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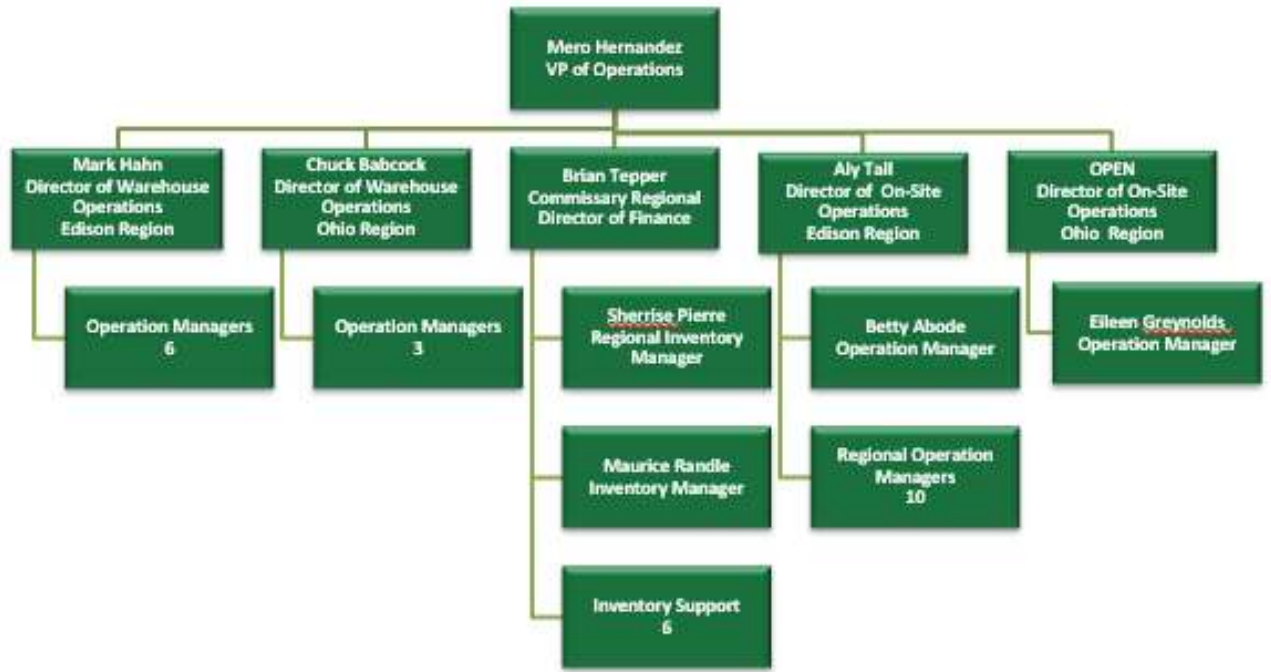
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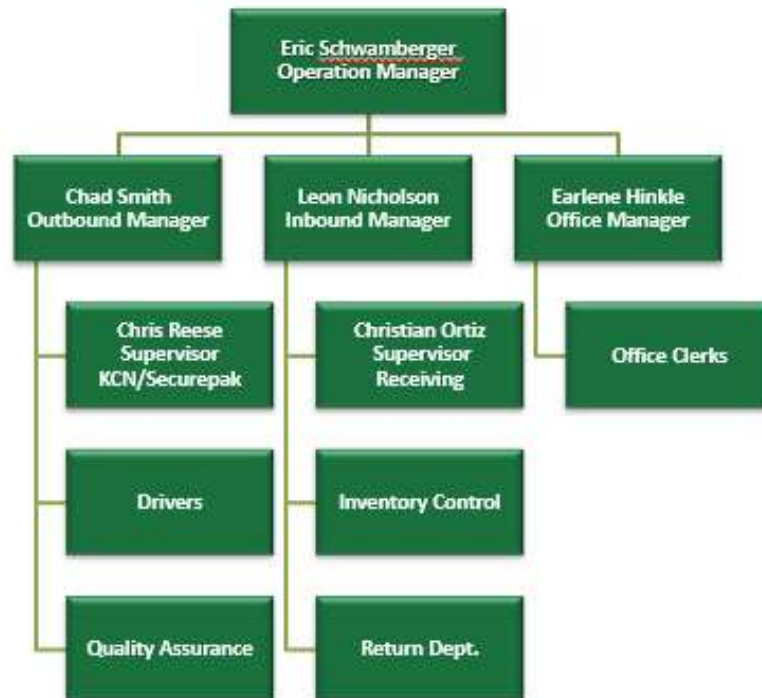
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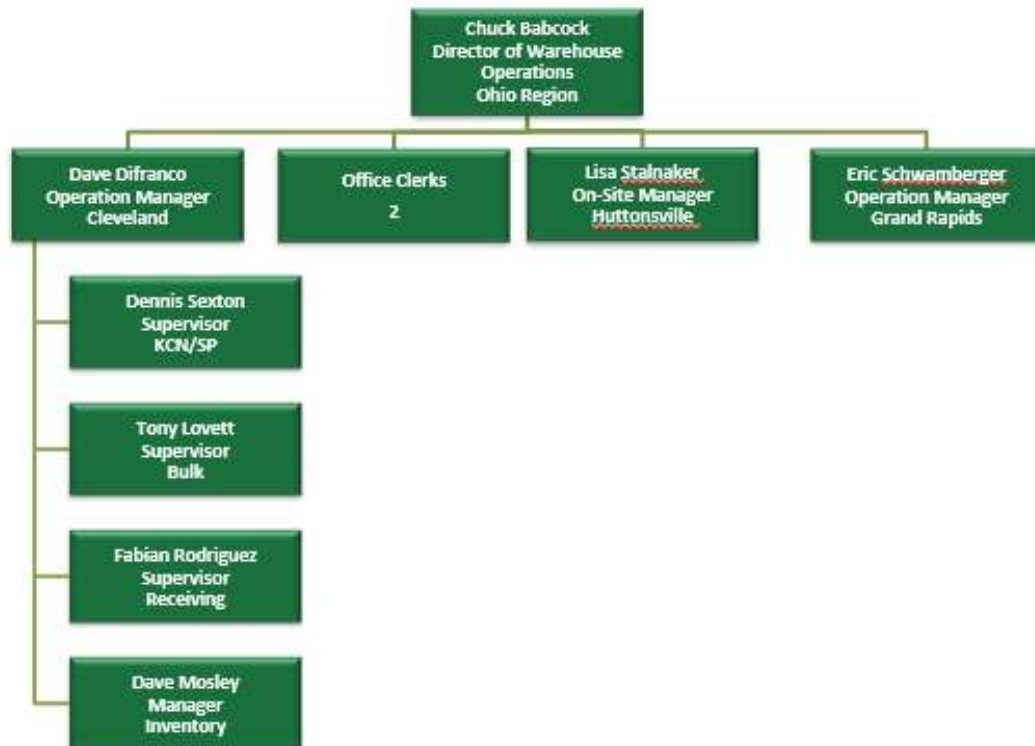
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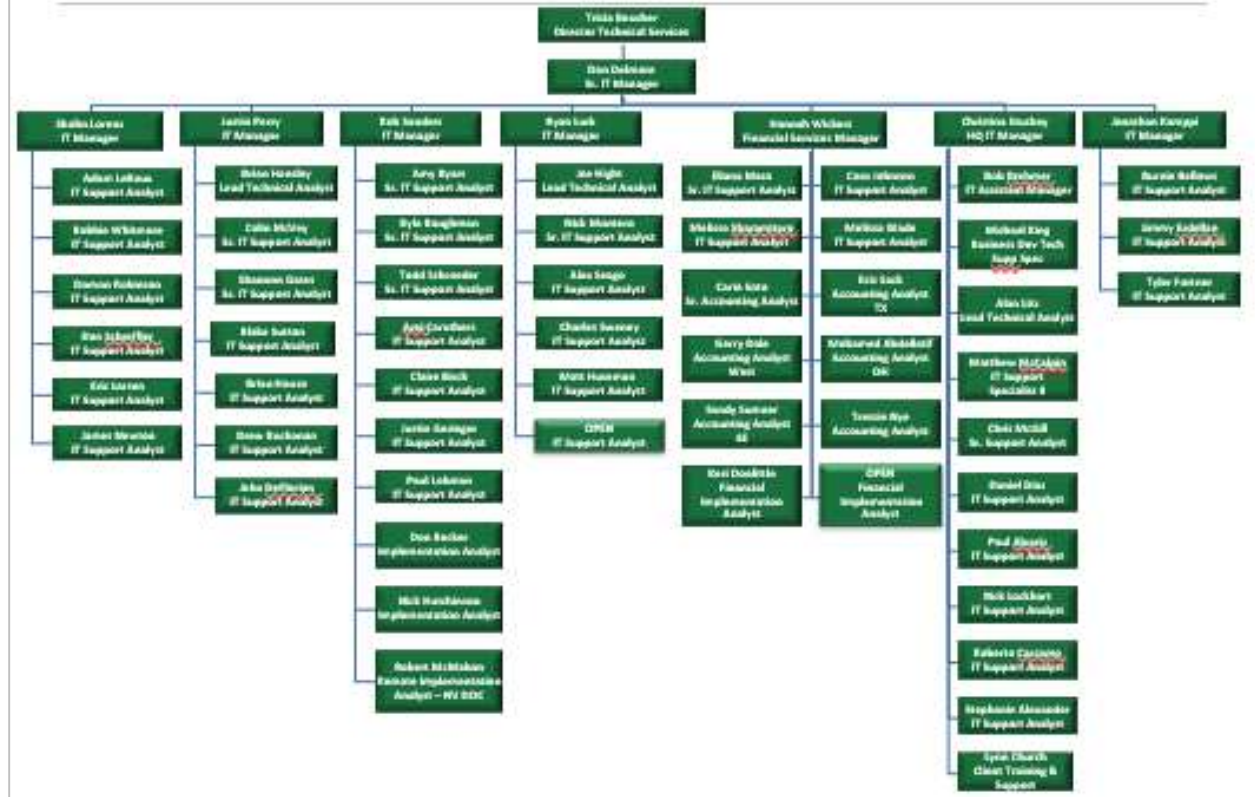
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COMMISSARY OPERATIONS – OHIO DC



INFORMATION TECHNOLOGY



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Michigan Department of Corrections (MDOC)

SCHEDULE K – Subcontractors

Subcontractor 1: Advanced Technologies Group, LLC (ATG)	
1. Legal business name and full address.	Advanced Technologies Group, LLC (ATG) 1601 48 th Street, Suite 220 West Des Moines, IA 50266
2. State in which business was incorporated.	Iowa
3. Phone number.	512-221-9344
4. Website address.	www.a-t-g.com
5. The relationship of the subcontractor to the Contractor.	Advanced Technologies Group, LLC is an affiliate of Keefe Commissary Network, LLC – Both companies are wholly-owned by Keefe Group, LLC
6. If the Contractor has a previous working experience with the subcontractor, provide the details of that previous relationship.	As affiliate companies which both provide service to or on behalf of correctional facilities, KCN collaborated multiple times with ATG to offer its customers ATGs comprehensive and industry leading suite of software services.
7. Description of subcontractor's organization and a description of the Contract Activities that will be performed or provided by the subcontractor.	<p>ATG has developed an enterprise-grade suite of software that enables large Federal and State Correctional Agencies.</p> <p>ATG will be responsible for:</p> <ul style="list-style-type: none">• Providing the turnkey solution that manages the commissary operations, including kiosks, commissary point of sale (POS) process and interfacing with COMS• Updating kiosks, installation of one server at each institution, installation of POS stations in warehouse(s)• Hosting the solution in their Data Center in Altoona, IA
8. Information concerning subcontractor's ability to provide the identified Contract Activities.	Contractor has more than 20+ years of experience working with KCN and Correction Facilities

Subcontractor 2: Shawntech Communications, Inc.	
1. Legal business name and full address.	Shawntech Communications, Inc. 8521 Gander Creek Drive Miamisburg, OH 45342
2. State in which business was incorporated.	Ohio
3. Phone number.	937-989-4724
4. Website address.	www.shawntech.com
5. The relationship of the subcontractor to the Contractor.	Provides maintenance services for Keefe on various accounts across the country
6. If the Contractor has a previous working experience with the subcontractor, provide the details of that previous relationship.	Provides maintenance services for Keefe on the following accounts: <ul style="list-style-type: none"> • Kansas DOC • Massachusetts DOC • Michigan DOC • Kansas DOC
7. Description of subcontractor's organization and a description of the Contract Activities that will be performed or provided by the subcontractor.	Shawntech has a service team domiciled in the State of Michigan, this team is led by an in-state team leader. The team will respond to Keefe initial tickets through out dispatching center.
8. Information concerning subcontractor's ability to provide the identified Contract Activities.	Shawntech's technicians are trained to troubleshoot and repair Keefe equipment (pod kiosk and networking peripherals.)

Subcontractor 3: DataMax Services, Inc.	
1. Legal business name and full address.	DataMax Services, Inc. 730 Landwehr Rd. Northbrook, IL 60062
2. State in which business was incorporated.	Florida
3. Phone number.	847-486-1100
4. Website address.	www.datamaxsys.com
5. The relationship of the subcontractor to the Contractor.	Contracted provided of in-field kiosk repair services
6. If the Contractor has a previous working experience with the subcontractor, provide the details of that previous relationship.	Since 2008, DataMax Services, Inc. has provided field service technicians in order to perform onsite installation, repair, and depot services across the United States for Keefe Group various Kiosk model types.
7. Description of subcontractor's organization and a description of the Contract Activities that will be performed or provided by the subcontractor.	DataMax System Solutions will provide services including staging, installations, de-installations, depot maintenance, and repair of Kiosks.
8. Information concerning subcontractor's ability to provide the identified Contract Activities.	14+ years of experience, provides site survey, installation, maintenance repair, cabling, preventative maintenance, logistics and recycling services to over 20,000 kiosks nationwide for multiple manufacturers and models.

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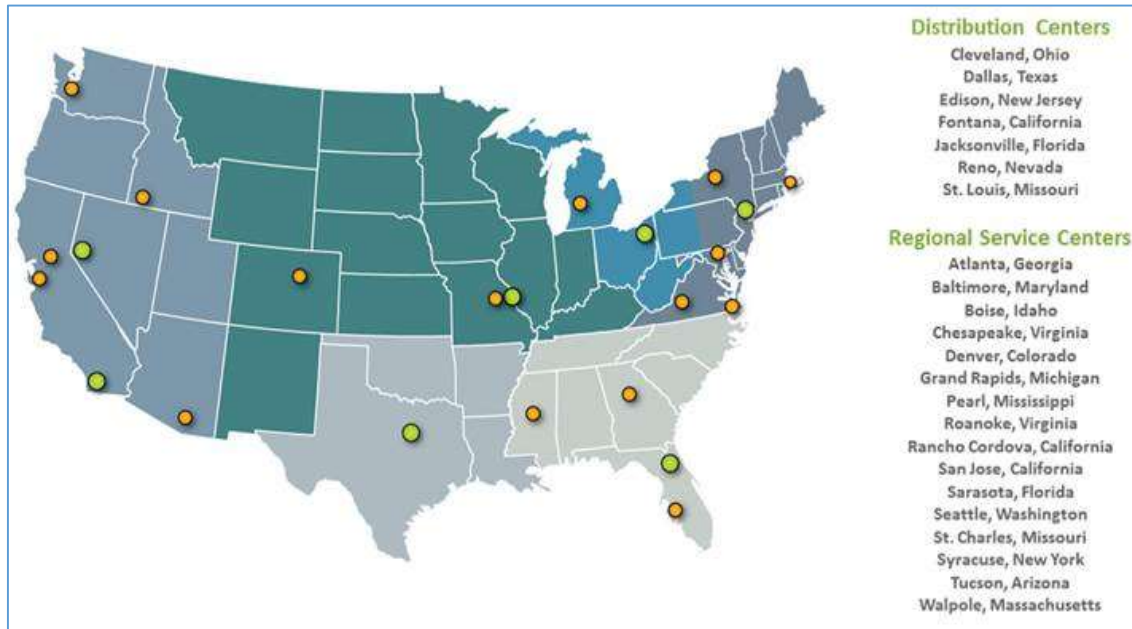
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SCHEDULE J

Fulfillment & Distribution Centers

General Overview:

Transfer Locations:
Boise, Idaho
Roanoke, Virginia
Sacramento, California
Santa Clara, California



Michigan/Contract Specific Location Information:

Location:	Notes:
Keefe Group – Service Center 3232 Kraft Ave SE, Suite D Grand Rapids MI 49512	Location Services State of Michigan/MDOC only
Keefe Group – OH Region Main Dist. Center 21848 Commerce Parkway Strongsville, OH 44149	Location Services: MI, OH, W.PA, W.NY, WV
Limited Service Locations:	Notes:
Keefe Group – Midwest Region Main Dist. Center 13870 Corporate Woods Trail Bridgeton, MO 63044	In the event services, are limited at the MI or OH location, the Contractor has access to 6 additional Distribution Centers as well as 14 Regional Services Centers. (Listed Above).
Keefe Group – Northeast Region Main Dist. Center 301 Mill Road Edison, NK 08837	

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SCHEDULE L

Contractor Support Services Incident Handling

To better serve our customers, the Support Services management Team has instituted a Service Level Agreement approach to Service Desk incident handling. The goal of this approach is an improved line of communication with our customers and to provide superior customer service in meeting their expectations.

Please Note: Schedule L will only take precedence over the Contract if a situation presents that is not already pre-defined within the Contract and accompanying Schedules or Standard Contract Terms.

All incidents logged will be categorized using the following levels:

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 Analyst will be responsible for replying to the customer within an 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 include, but are not limited to the following services where the service is unavailable without a workaround:
 - Sending/Ordering/Processing Commissary Orders
 - Deposit Services – anything preventing deposit transactions from being applied onto the resident financial account
 - Lobby Kiosks – hardware issues preventing family/friends from depositing funds onto the resident financial account
 - Inmate Phone Time Availability
 - Direct Link Trust – anything preventing resident outbound calls
 - Inmate Booking
 - Inmate Releases
 - Facility server/hardware offline, database failure
 - Creation of new resident account and/or updating existing resident accounts via manual entry or an integration.

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 Analyst will be responsible for replying to the customer within two hours of receiving the case and will work through the escalated issues with the customer until resolution. Escalated issues could include, but are not limited to:
 - Billing issues related to commissary sales/refunds
 - Non-critical resident account related issues
 - 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 Analyst will be responsible for replying to the customer within four hours of receiving the case and will work with the customer through resolution.
- The Analyst is also responsible for keeping the customer updated on progress as needed. Standard issues could include, but are not limited to:
 - Bank reconciliations and/or general journal reconciliations not immediately affecting daily functions
 - Report creations/modifications

Priority Assignment: In the event you are not satisfied with the assigned priority level or have not received a response to your inquiry within the anticipated response timeframes, please send an email to Support Services escalation at escalations@keefegroup.com to let us know the urgency of the issue. The Support Service Management Team will escalate the ticket as required. An updated response will be sent to notify you that we have acknowledged and addressed the change request. If further clarification is needed, a representative from the Management Team will call the requestor.

Contact Information: There are two ways to contact the Support Services Department:

- 1) KCNHelpdesk@keefegroup.com
 - a. The Support Services email is actively monitored Monday – Friday, 8am – 5pm CST
- 2) 1.800.864.5986
 - a. The toll-free phone number is available 24 / 7
 - b. During business hours, Analysts are available to assist customers Monday through Friday, 6am – 7pm CST.
 - c. On weekends, and outside of above mentioned business hours, on-call Analysts are available to assist customers. Customers will call the toll-free number and be asked to leave a voicemail. An on-call Analyst will call the customer back within 30 minutes of them leaving a voicemail.

Escalation Path: If you are unable to reach the Analyst assigned to your case, you are not contracted in the defined timeframes, or feel that you need to escalate the situation, please send an email to Support Services escalation at escalations@keefegroup.com. A member from the Management Team will be in contact with you immediately. Or, you may call out toll-free number 1.800-864-5986 and ask to speak with a manager.

For your reference, the following is a list of Support Service Managers:

Tier 1 Support –

- Shohn Lorenz (slorenz@keefegroup.com) – IT Manager for the Tier 1 support team
 - Tier 1 team handles all incoming incidents for Keefe phone and email submissions

Tier 2 Support –

- Ryan Lurk (rlurk@keefegroup.com) – IT Manager for the Hardware/infrastructure support team
 - Servers, client workstations, printers, scanners, vending machines, inmate edge kiosks, network/communications, etc.
- Rob Sanders (rsanders@keefegroup.com) – IT Manager for the inmate Enablement support team
 - Deposit services, email, release, media
- Justin Perry (juperry@keefegroup.com) – IT Manager for the Commissary/Integration support team
 - Processing orders/refunds, various interfaces, inmate edge kiosk software, TEX, etc.
- Hannah Wickers (hwickers@keefegroup.com) – Financial Services Manager for the Customer Accounting support team
 - Daily work flows, cash drawers, balancing, bank reconciliations, etc.

Senior Management –

- Dan Delmore – Senior IT Manager for the Support Service Management Team
 - Ddelmore@keefegroup.com
- Tricia Boucher – IT Director for the Support Services Management Team
 - tboucher@keefegroup.com