

EXHIBIT A

INMATE COMMISSARY AND VENDING SERVICES

STATEMENT OF WORK

REVISED UNDER BULLETIN #2

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GENERAL

1.0 SCOPE OF WORK

The Los Angeles County Sheriff's Department's (Department) Commissary and Vending Services (Services) operation provides Inmates with an opportunity to purchase a variety of commissary-style goods and access to vending machines that dispense snack foods and beverages to the Inmates housed in the Department's Custody Facilities.

These Services generate revenue that is deposited into the Inmate Welfare Fund and spent on Inmate educational programs, vocational training, and other services.

2.0 CUSTODY FACILITIES / INMATE POPULATION

2.1 Custody Facilities

2.1.1 Services are to be provided at the Department's eight Custody Facilities listed below:

Men's Central Jail (MCJ) 441 Bauchet Street Los Angeles, CA 90012	Twin Towers Correctional Facility 450 Bauchet Street Los Angeles, CA 90012
Pitchess Detention Center, North 29320 N. The Old Road Castaic, CA 91384	Pitchess Detention Center, South 29310 N. The Old Road Castaic, CA 91384
Pitchess Detention Center, East 29310 N. The Old Road Castaic, CA 91384	North County Correctional Facility 29340 N. The Old Road Castaic, CA 91384
Century Regional Detention Facility 11705 S. Alameda St. Lynwood, CA 90262	Mira Loma Facility *** 45100 N. 60 th West Lancaster, CA 93536

***Currently closed, but subject to open at any time throughout the Term of the Contract.

2.1.2 The County reserves the right to add, open, remove and/or combine custody housing locations. For any modifications to the Contract based on such changes, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

2.1.3 Notwithstanding the above, any such changes will not affect the County percentage of revenue or any other term or condition of the Contract.

2.2 Estimated Daily Inmate Population

Custody Facilities	Population
Men's Central Jail	3,996
Twin Towers Correctional Facility	2,397
Century Regional Detention Facility	1,455
North County Correctional Facility	3,552
Pitchess Detention Center - East	39
Pitchess Detention Center - North	1,222
Pitchess Detention Center - South	1,225

3.0 GENERAL WORK REQUIREMENTS FOR COMMISSARY AND VENDING SERVICES

3.1 Days and Hours of Operation

3.1.1 Commissary/Vending operations are Monday through Friday between 8:00 A.M. and 5:00 P.M. (Pacific Time). Contractor must provide a 24-hour message system for Service calls.

3.1.2 Contractor must adhere to the Work schedules set forth in Attachment G.2 (Maintenance and Delivery Schedule) to this SOW.

3.1.3 County Holidays

The County and Contractor may make temporary adjustments to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW to accommodate the County-observed holidays listed below:

- New Year's Day – January 1st
- Martin Luther King Day – 3rd Monday in January
- President's Day – 3rd Monday in February
- Cesar Chavez Day – Last Monday in March
- Memorial Day – Last Monday in May
- Juneteenth – June 19
- Independence Day – July 4th
- Labor Day – 1st Monday in September
- Indigenous People's Day – 2nd Monday in October
- Veteran's Day – November 11th

- Thanksgiving – 4th Thursday in November
- Friday following Thanksgiving – 4th Friday in November
- Christmas – December 25th

3.1.4 Any request to adjust Work schedule(s) must be submitted in writing to County Project Director two weeks prior to any proposed schedule change(s).

3.2 Contractor Responsibilities

Contractor and Contractor personnel performing Work under the Contract must comply with the requirements of this SOW, including, but not limited to, Attachments E.1 – E.9 to this SOW, and as further specified in Paragraph 7.0 (Administration of Contract - Contractor) of the Contract.

3.2.1 Service Implementation Plan

3.2.1.1 Prior to commencement of Work, Contractor and County Project Manager must finalize a written implementation plan to transition Services from the prior vendor to Contractor. The implementation plan will address the following:

a. Commissary/Vending Product Master List

A master list containing all products to be sold to Inmates via commissary and vending Services will be finalized by Contractor and the County, and will be affixed to the Contract as Attachment F (Commissary and Vending Product Master List) to this SOW, as further specified in Paragraph 4.1 (Products Master List) below,

b. Delivery Plan

Contractor's written delivery plan for ensuring the secured delivery of all products to the designated Custody Facilities [refer to Paragraph 9.7 (Contractor's Delivery Plan) of this SOW], and

c. Vending Machine Installation Plan

Contractor must coordinate with the outgoing vending contractor, in conjunction with County Project Director, to replace existing vending machines and equipment with Contractor's new Vending Machines and equipment [refer to Attachment C.1 (Vending Equipment List by Facility) to this SOW], as directed by County Project Director.

3.2.1.2 Upon the County's final approval of the implementation plan, the County will provide written authorization to Contractor to proceed with Services, at which point the implementation plan will commence.

3.2.2 Requirements Before the Start of Work, Contractor Personnel

3.2.2.1 Inmate Trust Account Application / Interface

- a. The Department utilizes a Jail Information Management System (JIMS) application as an Inmate trust accounting system to manage Inmate accounts. The County owns and manages an interface to JIMS. The County will provide Contractor access to the interface to support the ordering of goods.
- b. Contractor must configure its point of sale (POS) system to meet the Department's data network requirements as listed in Exhibit B (Business and Technical Requirements) and Exhibit H (County's Information Security and Privacy Requirements) to the Contract.
- c. The County may require modifications to Contractor's system at any time if it believes security of the network may be compromised. The County reserves the right to lock Contractor out of the data network during such security breach.
- d. Contractor must notify County Project Manager immediately upon identification of any potential or actual electronic security incident (security incident), including but not limited to any breach or security attack. Contractor must provide a written report and assessment regarding all actions taken concerning each identified security incident, including, but not limited to, any breach or security attack, the network status, potential impact(s) to the Department, and Contractor's timeline to implementing corrective measures [refer to Attachment E.9 (Sample Security Incident Report) to this SOW]. Each security incident must be categorized according to its criticality as either minor or major, as follows:
 - i. For a minor security incident, which causes or may cause limited loss of confidentiality, integrity, protection and/or availability of Contractor's application, the report and assessment must be provided within 24 hours following the identification of the minor security incident.
 - ii. For a major security incident, which causes or may cause significant and catastrophic loss of confidentiality, integrity, protection, and/or availability of Contractor's

application, the report and assessment must be provided within eight hours following identification of the major security incident.

The County, in its sole discretion, will determine the security level of each incident.

3.2.2.2 Background and Security Clearance

- a. Contractor personnel must undergo and successfully pass, to the satisfaction of the County, a background investigation performed by the Department prior to being allowed access to any Custody Facility [refer to Paragraph 7.5 (Background and Security Investigations) of the Contract].
- b. Contractor must provide County Project Director with a completed Attachment E.6 (Entry Application for Custody Facilities) to this SOW, for all Contractor personnel performing Services under this Contract and entering Custody Facilities on behalf of Contractor.
- c. The Department's Religious and Volunteer Services (RVS) will conduct all background and security clearances and register all approved Contractor personnel in the Department's Jail Entry Tracking System (JETS). All fees associated with background and security clearances will be at Contractor's sole expense.

3.2.2.3 Contractor personnel performing Work under the Contract are required to read and complete a Contractor's Employee Acknowledgement and Confidentiality Agreement [refer to Paragraph 7.6.1 (Confidential Information) of the Contract].

3.2.2.4 Jail Orientation

- a. Contractor personnel must attend a mandatory four-hour jail orientation prior to performing Work in a Custody Facility.
- b. Contractor personnel must have successfully passed the Department's security background check prior to attending the mandatory four-hour jail orientation.
- c. The mandatory four-hour jail orientation will be provided by the Department. However, Contractor is responsible for all costs associated with Contractor personnel's attendance at the jail orientation.

3.2.2.5 Ethical Conduct Training

- a. Contractor must, at Contractor's sole expense, train or facilitate personnel training in ethical conduct, with focus on the importance of both lawful and appropriate conduct within a Custody Facility setting.
- b. Contractor personnel must receive no less than two hours of ethical conduct training prior to performing Work in a Custody Facility. The training is intended to raise individual awareness of the common temptations associated with working an assignment of special trust, such as that of vendors inside a custody environment, and the consequences of inappropriate or criminal behavior in this setting. This topic will be re-enforced during the Department's mandatory four-hour jail orientation specified in Paragraph 3.2.2.4 above.
- c. Contractor must submit a course outline to County Project Director for review and approval two weeks prior to the training date.
- d. Contractor may seek to partner with an outside organization to meet the two-hour ethical conduct training requirement; however, the training provider must be pre-approved, in writing, by County Project Director.
- e. Contractor must provide to County Project Manager class rosters and individual training completion certificates for all personnel who have attended the ethical conduct training.

3.2.3 Uniform and Identification Badge Requirements, Contractor Personnel

3.2.3.1 Contractor personnel must wear appropriate clothing/uniform which is clearly labeled with Contractor's name and/or logo on the front and/or backside of each uniformed shirt. Supervisor clothing/uniform must be easily identifiable and distinguishable from the delivery staff [refer to Attachment E.2 (Grooming and Dress Standards) to this SOW].

3.2.3.2 Contractor personnel providing Services in any Custody Facility are required to possess and display company photo identification badges which must include: name of Contractor, employee name, and employee number. Badges and/or identification cards must be clearly visible at all times and unobstructed by other garments. Identification must be

presented upon request by Department personnel.

- 3.2.3.3 Prior to entrance into a Custody Facility, Contractor personnel must comply with current Custody Facility entry requirements, which may include the exchange of a government-issued identification card for a Custody Facility pass. Passes must be displayed at all times. Contractor personnel are responsible for returning their Custody Facility pass prior to leaving the Custody Facility.
- 3.2.3.4 Any lost or stolen passes must be immediately reported by Contractor personnel to the on-duty Unit Commander and Contractor supervisor. Contractor Project Manager must provide written notification to County Project Manager of any lost or stolen passes.

3.2.4 Security Requirements, Contractor Personnel

- 3.2.4.1 The County maintains the final authority on all security issues.
- 3.2.4.2 Contractor must exercise security measures consistent with the nature of each Custody Facility.
- 3.2.4.3 Contractor must report to County Project Manager any incident involving Contractor personnel which could negatively impact their ability to interact with Department personnel, affect their security clearance status, or jeopardize the safety and/or security of the Department and its members, within 24 hours of such incident. If circumstances objectively necessitate immediate action, Contractor must immediately inform the on-duty Unit Commander and County Project Director concurrently.
- 3.2.4.4 Contractor is responsible for removing any Contractor personnel performing Services under the Contract, when requested to do so by County Project Manager.
- 3.2.4.5 If Contractor personnel are refused entry or removed from a Custody Facility, Contractor must make immediate telephonic notification to County Project Director, describing the circumstances, as known, leading to the denial or exclusion.
- 3.2.4.6 Contractor personnel, vehicles, and equipment will be subject to search and inspection by Department personnel without notice and at any time while on County property.

- 3.2.4.7 During lockdown situations, County Project Manager or the on-duty Unit Commander may elect to modify or postpone Services. Prior notifications of lockdown(s) will be given to Contractor whenever feasible. During lockdown situations, Contractor will not be held responsible for failing to meet scheduled Services.
- 3.2.4.8 At any time, Contractor's staff may be denied access to a Custody Facility, may be asked to vacate a Custody Facility, or may be required to wait within the Custody Facility based on security considerations and/or emergent circumstances, as determined by the Department in its sole discretion.
- 3.2.4.9 Contractor must promptly notify County Project Director during instances such as those cited above, wherein Contractor is precluded from entering or remaining in the Custody Facility to perform contractual duties.

3.2.5 Conduct, Contractor Personnel

Contractor's personnel must adhere to the following:

- 3.2.5.1 Contractor personnel must not engage in any communication or interaction with any Inmate except as required to provide Services under the Contract. Specifically, Contractor personnel must not give and/or accept for themselves or anyone else, any personal (tangible or intangible) gift, favor, or service, from an Inmate or from an Inmate's family or associates, no matter how trivial the gift or service may seem.
- 3.2.5.2 Contractor personnel must not display favoritism to or preferential treatment of one Inmate or group of Inmates over any other.
- 3.2.5.3 Contractor personnel must not have outside contact (other than incidental contact) with an Inmate, or their family or close associates, except as required to provide Services under the Contract.
- 3.2.5.4 Contractor personnel must not enter into any business relationship with Inmates or their families or associates (e.g., selling, buying or trading personal property), or personally employ them in any capacity.
- 3.2.5.5 Contractor must not interfere with Custody Facility operations while providing Services under the Contract.

- 3.2.5.6 Contractor must not post signs for advertising in Department's Custody Facilities, unless prior written approval is obtained from County Project Director.
- 3.2.5.7 Contractor personnel are required to make an immediate notification to the specific Custody Facility Unit Commander upon the discovery of family members, friends, or acquaintances in custody.
- 3.2.5.8 Personal items must be in compliance with #3-01/090.00 of the Department's Custody Division Manual [refer to Attachment E.4 (Security of Personal Property) to this SOW].

Notwithstanding Department policies, procedures, and Unit Orders, the on-duty Unit Commander has the final authority to determine what personal property is allowed within each Custody Facility.

- 3.2.5.9 Contractor must make immediate notification to the on-duty Unit Commander and County Project Manager of any violation of the restrictions mentioned in this Paragraph 3.2.5.
- 3.2.5.10 Any failure of Contractor to report a violation or take appropriate disciplinary action against the offending party(ies) will subject Contractor to appropriate action, up to and including termination of the Contract.
- 3.2.5.11 The County reserves the right to deny or suspend Contractor personnel access to any Custody Facility if found to have violated the provisions of this Paragraph 3.2.5.
- 3.2.5.12 On-site disputes: The on-duty Unit Commander will have the final decision regarding any on-site disputes arising between custody staff and Contractor personnel. The on-duty Unit Commander will notify County Project Manager and Contractor of the issue and resolution of the dispute within one Business Day. Any issues that may be the subject of on-going disputes will be resolved through the dispute resolution process as stated in Paragraph 8.31 (Notice of Disputes) of the Contract.

3.2.6 On-Site Work, Safety and Security Requirements

- 3.2.6.1 All Work must be conducted in a safe manner and must comply with requirements of state and local rules and regulations and CAL-OSHA safety standards.

- 3.2.6.2 Contractor must record all incidents of occupational injury or accidents affecting Contractor personnel and occurring on County property using Attachment E.8 (Non-Employee Injury Report) to this SOW and report all incidents within 24 hours of occurrence or discovery to County Project Director. Contractor must maintain an on-going report of all personnel injured while on County premises titled "Contractor's Employee Injury Record" and be provided to County Project Manager annually and upon request [refer to Paragraphs 5.1 (Commissary Reports) and 5.2 (Vending Reports) below].
- 3.2.6.3 Contractor personnel are responsible for submitting an itemized tool roster of all Essential Tools to the Custody Facility's entry control station upon entry to the Custody Facility. Contractor's personnel must secure all Essential Tools and personal items. All Essential Tools must be labeled, numbered, and be kept in a lockable container, subject to approval of and possible inspection by Department personnel, when brought into a Custody Facility. Under no circumstances must any Essential Tools be left unattended once brought inside a Custody Facility. Unattended tools will be confiscated by Department personnel.
- 3.2.6.4 Any missing tools, keys, equipment, and any other items must be reported immediately to the on-duty Unit Commander and followed by a written notification to County Project Manager.
- 3.2.6.5 If at any time Contractor fails or refuses to comply with County safety requirements, the Department may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order may be subject to claim for excess cost, damages, or extension of time under the Contract.

4.0 MENU PRODUCT PRICING FOR COMMISSARY AND VENDING

4.1 Product Master List

A master list containing all products to be sold to Inmates via commissary and vending Services will be finalized by Contractor and the County prior to commencement of Work [refer to Paragraph 3.2.1 (Service Implementation Plan) above], and will be affixed to the Contract as Attachment F (Commissary and Vending Product Master List) to this SOW, as indicated under Paragraph 4.2.3 of this SOW.

4.1.1 Pricing for all master list products will be determined as follows:

- The finalized Attachment F (Commissary and Vending Product Master List) to this SOW will indicate which products require receipts from local retailers and which are specialty items requiring a letter from the manufacturer/supplier.
- For products available for purchase at local retailers, prices must be equal to or lower than the average retail pricing of local retailers. For the purpose of this Exhibit A, "local retailers" is defined as convenience stores and/or full-service grocery stores, subject to County Project Manager's approval, located within 12 miles from Twin Towers Correctional Facility.
- For specialty items not available for purchase at local retailers, Contractor must provide a manufacturer letter as referenced under Paragraph 4.2.2 (a) below.
- Additionally, the original master list pricing will include Contractor's discounted price percentage [refer to Exhibit C (Price Schedule) to the Contract].

4.1.2 Prices for all original master list products will remain firm and fixed for the first three years following the Contract Effective Date.

4.1.3 Pricing for any new products introduced within the first three years of the Contract, will remain firm and fixed until the end of the third year following the Contract Effective Date.

4.1.4 Postage stamped envelopes and postage stamps are not subject to state and local sales tax. Contractor must sell these products at face value. As postage costs adjust per federal guidelines, Contractor must adjust the cost of postage as needed.

4.1.5 Contractor must immediately notify County Project Manager if a product is out of stock for more than five Business Days. For each out-of-stock product, Contractor must provide County Project Director with the following information:

- Product number,
- Product description,
- Reason product is out of stock, and
- Anticipated product availability date.

4.1.6 New Products

4.1.6.1 Any request to add new products, by the County or Contractor, must be agreed-to by the parties. For any changes to Attachment F (Commissary and Vending Product Master List), a

Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

- 4.1.6.2 New products must be categorized based on the product type from the existing menu categories which best represents the product (e.g., large chips, 4 oz. cookies, 20 oz. soda). County Project Director will serve as the final authority in this determination.
- 4.1.6.3 For each new product, Contractor must provide to County Project Director a cost comparison from three local retailers (refer to Paragraph 4.1.1 above), using the retail price comparison process indicated in Paragraph 4.2.2 below. Once the pricing has been verified, Contractor must additionally apply its discounted price percentage pursuant to Paragraph 5.1.3 (County's Percentage Discount on Cost of Goods) of the Contract. Also refer to Exhibit C (Price Schedule) to the Contract.

4.2 Mandatory Annual Product Cost Comparison

- 4.2.1 At the end of the third Contract year, and annually thereafter, Contractor must provide the County with a detailed cost comparison for all products listed in Attachment F (Commissary and Vending Product Master List), using the cost comparison requirements outlined below.
- 4.2.2 Based on the findings from the cost comparison, Contractor will be permitted to request a price adjustment for any or all products for the following two reasons:
 - a. There is a verifiable price increase for the subject product(s), as passed on from their manufacturer/supplier.
 - b. There is a verifiable price increase for the subject product(s), based on the local convenience stores and/or full-service grocery store's pricing.

All approved menu prices will be inclusive of Contractor's fully burdened price and any negotiated revenue share with the County.

- 4.2.3 Contractor's cost comparison for menu products requiring receipts as shown in Attachment F (Commissary and Vending Product Master List), must come from three local retailers (refer to Paragraph 4.1.1 above). Receipts from hotel gift shops, movie theaters, or any known high-markup stores will not be accepted. Receipts must include store name, location, date of survey, products, and price comparison, using the following guidelines:

- a. For all food products (including beverages), Contractor must average and calculate the “per ounce” cost of the product when submitting receipts.

Example: cost “per ounce” from receipt 1 + from receipt 2 + from receipt 3 / 3 (number of receipts) = averaged base price per ounce = Inmate cost of product.

- b. For all non-food products, Contractor must average and calculate the base price “per unit” when submitting receipts.

Example: cost “per unit” from receipt 1 + from receipt 2 + from receipt 3 / 3 (number of receipts) = averaged base price = Inmate cost of product.

- 4.2.4 Contractor’s market cost comparison for menu products requiring a manufacturer’s letter as shown in Attachment F (Commissary and Vending Product Master List), must include a manufacturer letter showing a cost increase/decrease of the product.

- 4.2.5 It is understood by Contractor that the findings from the cost comparison may result in a cost decrease for any or all products. Contractor must disclose any cost reductions to the County that may result in lower menu prices on any products listed in Attachment F (Commissary and Vending Product Master List), thereby lowering the price of the product.

5.0 REPORTING REQUIREMENTS FOR COMMISSARY AND VENDING

The frequency of reports listed in this Paragraph 5.0 is subject to change based upon the needs of the Department. County Project Director will notify Contractor in writing when such change is required. Contractor must submit reports in a form and format as directed by County Project Director. The Department may, from time-to-time request additional reports, which may include, but are not limited to, comparison reports.

5.1 Commissary Reports

- 5.1.1 Annual Reports – Contractor must provide the following annual reports to County Project Director by the 10th Business Day following the end of the County fiscal year (July 1 through June 30th), or as mutually agreed upon by the County and Contractor:

- 5.1.1.1 Fiscal Year Comparative Report:
Reports Gross Sales by month and provides total Gross Sales to date over County fiscal year, including bar graphs, which illustrate reported data.

5.1.1.2 Yearly Commissary Sales Report:
A yearly report, sorted by Custody Facility and month, which must include:

- a. Gross Sales,
- b. Pre-paid vending machine card sales,
- c. Postage stamps,
- d. Taxable sales,
- e. Non-taxable sales,
- f. Sales tax,
- g. Number of Indigent Kits issued,
- h. Net commission,
- i. Number of orders, and
- j. Average sales per Inmate.

5.1.1.3 Contractor must provide an annual financial statement report which includes a yearly Profit and Loss Statement and Balance Sheet for all County transactions.

5.1.2 Monthly Reports – Contractor must provide the following monthly reports to County Project Director (by the 10th of the month):

5.1.2.1 A monthly accounting report sorted by Inmate name, and all products delivered in the order. As a minimum, each listing sorted by Inmate name must include, but not be limited to:

- a. Booking number,
- b. Product ID,
- c. Product Description,
- d. The quantity of:
 - i. Indigent Kits,
 - ii. Gift Assortments,
 - iii. Hygiene Maintenance Kits, and
 - iv. Pro-Per sales.
- e. Unit Price,
- f. Total Sales Tax, and
- g. Total Price.

5.1.2.2 Commissary Sales Summary Report:
A monthly report sorted by week and Custody Facility, which must include, but not be limited to, the following:

- a. Date,
- b. Period covered,
- c. Custody Facility,

- d. Total sales (e.g., stamps, Indigent Kits, Hygiene Maintenance Kits, etc.),
- e. Non-taxable sales,
- f. Taxable sales,
- g. Sales tax,
- h. Gross Commission,
- i. Number of orders, and
- j. Average sale per Inmate.

This report must be submitted with the monthly invoice.

5.1.2.3 Pro-Per Sales Delivery Summary:

A monthly report of weekly sales sorted by booking number which must include, but not be limited to, the following:

- a. Booking number,
- b. Name,
- c. Information must include each purchase,
- d. Beginning "B" account balance,
- e. Total order amount, and
- f. The new "B" account balance.

5.1.2.4 Web Order Sales Delivery Summary:

A monthly report of weekly sales sorted by Inmate name, which must include, but not be limited to, the following:

- a. Inmate name,
- b. Booking number,
- c. Information must include each product purchased, and
- d. Total order amount.

5.1.2.5 Inmate Account Deposit Summary:

- a. Inmate name,
- b. Booking number, and
- c. Total amount deposited per transaction.

5.1.2.6 Complaint Summary Report:

A monthly report including synopsis of the complaints [refer to Paragraph 8.0 (Quality Control/Assurance Plan) of this SOW] which must include, but not be limited to, the following:

- a. Date of complaint,
- b. Type of complaint,
- c. Custody Facility location, and
- d. Resolution.

5.1.2.7 **Delivery Fill Rate Report:**
A monthly delivery report, sorted by Custody Facility, indicating the delivery fill rate.

5.1.2.8 **Sales Analysis Report:**
A monthly report, sorted by product and Custody Facility, which shows quantity sold and list price.

5.1.3 **Ad Hoc Reports** – Contractor must have the ability to provide ISB with ad-hoc query and reporting capability, which must include, but not be limited to:

5.1.3.1 **Commissary Inmate Order Summary Report:**
Sorted by week, which must include, but not be limited to, the following:

- a. Summary of purchases by Inmates,
- b. Inmate name,
- c. Booking number,
- d. Inmate's housing location,
- e. Inmate's beginning balance,
- f. Total order,
- g. Taxable and non-taxable amount, and
- h. Inmate's new balance.

5.1.3.2 **Commissary Trend Report:**
Sales trends for top 20 selling commissary products (i.e., top ten selling snacks and top five selling beverages).

5.1.3.3 Contractor must provide, upon County Project Director's request, individual and group (i.e., by Inmate classification or Custody Facility) consumption reports.

5.2 Vending Reports

5.2.1 Contractor must prepare and submit to County Project Director management reports on a quarterly, monthly, or weekly basis. These reports must include, but are not limited to, the following:

5.2.1.1 **Due Annually:**

- Profit and Loss Report.

5.2.1.2 Due Monthly (by the 10th of the month following reporting period):

- a. Monthly Sales Summary: Report must include, at a minimum, the total weekly Vending Machine sales sorted by Vending Machine and Custody Facility (location of Vending Machine),
- b. County's Monthly Invoice and Monthly Report,
- c. Top ten selling snack products and top five selling beverages, and
- d. Vending Machine Maintenance Report including, at a minimum, the following:
 - i. Contractor employee name,
 - ii. Date,
 - iii. Time,
 - iv. Custody Facility (location of Vending Machine),
 - v. Vending Machine number, and
 - vi. Areas of Vending Machine that were cleaned, repaired, and/or replaced.
- e. Monthly Complaint Report: Department Complaint Report broken down by date.

5.2.1.3 Due Weekly (Wednesday of the week following the reporting period):

Vending Machine Re-Stocking Report:

A weekly report, which must include, at a minimum: Contractor employee name, date, time, Custody Facility (location of Vending Machine), and Vending Machine number that was re-stocked.

- 5.2.1.4 With the exception of Attachment F.5 (Vending Menu) to this SOW, all reports must be sorted by, but not limited to, Custody Facility Vending Machine, as applicable, by summary totals.

6.0 TRANSITION AT TERMINATION OF CONTRACT

Upon expiration or termination of the Contract, Contractor must work with the successor contractor to ensure the continuation of uninterrupted Service, as further specified in Paragraph 8.47 (Termination Transition Services) of the Contract.

7.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

- 7.1 The list of Services used in Attachment B (Performance Requirements Summary Chart) to this SOW, is intended to be consistent with the Contract and this SOW, and is not meant in any case to create, extend, revise, or expand any obligation of

Contractor beyond that which is defined in the Contract and this SOW. In any case of apparent inconsistency between the Services as stated in the Contract, this SOW, or the PRS, the meaning apparent in the Contract and this SOW will prevail. If any Service listed in the PRS is not clearly and forthrightly set forth in the Contract and this SOW, that apparent Service will be null and void, and will place no requirement on Contractor.

7.2 When Contractor's performance does not conform to the requirements of the Contract, the County will have the option to apply the following non-performance remedies:

7.2.1 Provide Contractor with Attachment A (Contract Discrepancy Report) to this SOW.

7.2.2 Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

7.2.3 Reduce payment to Contractor by a computed amount based on the service credits listed in Attachment B (Performance Requirements Summary (PRS) Chart) to this SOW.

7.2.4 Reduce, suspend, or cancel the Contract for systematic, deliberate misrepresentations, or unacceptable levels of performance.

7.2.5 Require Contractor to comply with or satisfy the request(s) for improvement of performance, or perform the neglected Work, within ten Business Days. Contractor's failure to remedy the deficiency(s) will constitute authorization for the County to have the Service(s) provided by others. The entire cost of such Work provided by others as a consequence of Contractor's failure to perform, as determined by County, will be credited to County on Contractor's future invoice(s).

This Paragraph 7.0 does not preclude the County's right to terminate the Contract upon 30 Days' written notice, with or without cause, as provided in Paragraph 8.42 (Termination for Convenience) of the Contract.

8.0 QUALITY CONTROL / ASSURANCE PLAN

8.1 Annual Surveys

8.1.1 Contractor must issue an annual survey to Inmates to determine their satisfaction with current Services and solicit suggestions for new products. The survey results will include solutions to problems that may occur and/or recommendations to improve efficiency.

- 8.1.2 Contractor must obtain prior written approval from County Project Director regarding the content of the survey before distributing the annual survey.
- 8.1.3 Contractor must provide all survey results to County Project Director within 15 Business Days following the conclusion of the survey.

8.2 Commissary and Vending Quality Control Program

- 8.2.1 Contractor must provide a quality control program, approved by County Project Director, for addressing and resolving Inmate and Department complaints and concerns relating to Services. Contractor's quality control program must include, but not be limited to, the following:
 - a. A method of monitoring to ensure that Contract requirements are being met,
 - b. An e-mail address for Custody Facilities to forward any Inmate or County staff complaints and concerns,
 - c. A toll-free number for receipt of telephonic complaints and concerns from Inmates in custody and a separate telephone number for receipt of complaints from County staff, and
 - d. A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to County upon request.
- 8.2.2 Contractor must identify Contractor staff responsible for addressing and resolving all complaints and concerns related to the Contract.
- 8.2.3 Contractor must not directly respond to Inmate complaints. Contractor must submit all Inmate complaints to County, thereby allowing County to address such complaints.
- 8.2.4 Contractor must provide to County Project Director a response of all Inmate and Department complaints and concerns relating to Services within 48 hours of receipt of such complaints and concerns, excluding weekends and County-recognized holidays. However, in no instance will the resolution of complaints and concerns relating to Services be delayed more than five Business Days from the date of receipt. County Project Director may request the immediate investigation and resolution of any complaint and concern.
- 8.2.5 Contractor must provide a monthly report listing all complaints and concerns received by Contractor. This report is due on the first Wednesday of the second month following the Contract's Effective Date for complaints and concerns reported the first month of the Contract; and

monthly thereafter. The monthly report must be in a form and format approved by County Project Director. At a minimum, the monthly report must include, but not be limited to, the following:

- a. Date the complaint or concern was received,
- b. How the complaint or concern was received (e-mail, phone call),
- c. Name(s) of person issuing complaint,
- d. Inmate booking number (if applicable),
- e. Vending Machine number(s) and location(s) (if applicable),
- f. Status as resolved or unresolved,
- g. Anticipated resolution date (as applicable),
- h. A copy of any received complaint or concern and its resolution (as applicable), as requested by County Project Director, and
- i. Any additional information requested by County Project Director.

8.2.6 Contractor must maintain dated/time-stamped records of all complaints and concerns received in compliance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract. Contractor must keep records of all complaints and concerns for a minimum of one year, unless otherwise specified by County Project Director.

8.3 Quality Assurance Plan

8.3.1 Yearly Meetings

Contractor is required to attend a scheduled yearly meeting. Failure to attend will cause an assessment of \$500.00.

8.3.2 Contract Discrepancy Report (Attachment A to this SOW)

Verbal notification of a Contract discrepancy will be made by County Project Manager or designee as soon as possible, whenever a Contract discrepancy is identified. The problem must be resolved within a time period mutually agreed upon by the County and Contractor.

The County Project Manager will determine whether a formal Contract Discrepancy Report will be issued. Upon receipt of this document, Contractor is required to respond in writing to County Project Manager within seven Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report must be submitted to County Project Manager within 30 Business Days.

8.4 County Observations

In addition to Department contracting staff, other County personnel may observe performance and activities, and review documents relevant to the Contract at any

time during normal business hours. However, these personnel will not unreasonably interfere with Contractor's performance.

9.0 COMMISSARY SERVICES

Contractor's Commissary Services must provide Inmate with an opportunity to purchase a variety of commissary-style goods and must meet the County's specifications detailed in this Paragraph 9.0.

9.1 Commissary Menu

The County will determine, in its sole discretion, what products will be made available to the Inmate population. The master list containing all products to be sold via commissary services will be finalized by Contractor and the County prior to the commencement of Work [refer to Paragraph 3.2.1 (Service Implementation Plan) above], and will be affixed to the Contract as Attachment F (Commissary and Vending Product Master List) to this SOW.

9.1.1 Any request for changes to the Master List by the County or Contractor must be agreed-to by the parties. For any such changes, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

9.1.2 Contractor must keep the County apprised of new or alternative products that are available for possible inclusion in the master list. All product additions or deletions must be approved in writing by County Project Director as provided in Paragraph 4.1.5 (New Products) above.

9.1.3 Contractor must make the following categories of commissary products available for purchase, including, but not limited to:

- Hygiene products,
- Stationery,
- Food,
- Over-the-counter medication,
- Postage stamps, and
- Inmate Kits and Assortments (refer to Paragraph 9.13 (Kits and Assortments) of this SOW).

The categories listed above may change at the sole direction of the County, in consultation with Contractor.

9.1.4 Contractor must ensure that no product listed in Attachment F (Commissary and Vending Product Master List) to this SOW contains any of the following products or ingredients:

- Alcohol (ethanol, isopropyl, etc.),
- Flammable or combustible fluids,
- Fresh fruit,
- Bulk sugars greater than 1 oz. assortments,
- Dried fruit (not contained in or baked into another product),
- Tobacco products, and
- Marijuana, THC, or CBD products.

9.2 Specialty Offerings

9.2.1 Vending Debit Card

Contractor must include Vending Debit Cards as a product offered for sale. Vending Debit Cards will be listed separately on the approved commissary order form. Vending Debit Cards are to be used to make Vending Machine purchases as further specified in Paragraph 10.0 (Vending Services) of this SOW.

- 9.2.1.1 Contractor must sell Vending Debit Cards in denominations of \$10 and \$20.
- 9.2.1.2 Contractor may only sell a maximum of four Vending Debit Cards per week per inmate with a combined dollar amount not to exceed \$40.
- 9.2.1.3 The County will give written notice to Contractor of any change to the Vending Debit Card dollar limit. Any such change must be executed via a Change Notice pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.
- 9.2.1.4 Vending Debit Card purchases are counted against the Inmate's \$300/week spending limit.
- 9.2.1.5 Vending Debit Cards are not subject to state and local sales tax.

9.2.2 Electronics (Optional)

- 9.2.2.1 At any time throughout the Term of the Contract, the County may decide to add electronics (e.g., AM-FM radios, televisions, etc.) as products for sale.
- 9.2.2.2 The specifications for these products will be determined by the County, and must be approved and tested before being added to Attachment F (Commissary and Vending Product Master List) to this SOW.

9.2.2.3 Prior to the addition of any electronic products, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

9.3 Contractor is responsible for printing and distributing menus [refer to Attachment F.1 (Commissary Housing Menus)] derived from Attachment F (Commissary and Vending Product Master List) to this SOW, to all Custody Facilities. In addition, Contractor is responsible for providing electronic copies of all menus to County Project Director.

9.4 Contractor must ensure that any orders submitted by restricted Inmates are not fulfilled based on their housing location. County Project Manager will provide Contractor with a list of housing modules for every Custody Facility, which will include Inmate classifications or restrictions.

9.5 Notwithstanding, the County has the sole and exclusive authority to require Contractor to remove any products which the County determines to be inappropriate, or a safety and health risk. Such removal must be executed immediately following notification from the County.

9.6 Inventory Controls, Contractor

9.6.1 Contractor is responsible for ordering, receiving, storing, and accounting for all commissary products necessary for commissary operations.

9.6.2 Contractor must maintain all inventory offsite and is responsible for all inventory maintenance and controls, including rotation and/or purging of all perishable stock.

9.6.3 Contractor must sell and deliver only those food products which are individually dated and packaged for individual consumption.

9.6.4 All Contractor's products must have an expiration or "sell by" date of at least seven Days after the delivery date.

9.6.5 The County will not be responsible for any losses and/or damages suffered by Contractor related to failure to maintain appropriate inventory controls.

9.6.6 In addition, the County will not be responsible for any losses suffered by Contractor and/or Contractor's personnel related, but not limited to, the following:

- Property destruction by Inmates,
- Fire,
- Theft,

- Floods,
- Insects, or
- Rodents.

9.7 Contractor's Delivery Plan

9.7.1 Contractor's secured delivery plan and schedule must be approved in writing by County Project Director prior to commencement of Work and will be memorialized within the Contract [refer to Attachments G.1 (Contractor's Delivery Plan) and G.2 (Maintenance and Delivery Schedule) to this SOW] as a standard operating procedure for Contractor staff. Contractor's delivery plan must include, but not be limited to, retrieving, processing, and delivering orders to Custody Facilities located 15-78 miles apart having the estimated Inmate populations stated in Paragraph 2.2 (Estimated Daily Inmate Population) of this SOW. Contractor's written delivery plan must include, but not be limited to, the following:

- a. Providing the County with tamper-proof, wheeled storage containers with a locking mechanism, to be used as delivery carts and operated as follows:
 - The storage containers must remain locked until Contractor's personnel open the cart and remove the merchandise to be delivered. Once complete, it must be locked and re-secured.
 - The storage containers must arrive and leave each Custody Facility in Contractor's delivery vehicle. All storage containers must be inspected by Contractor personnel prior to leaving the facility. Any non-merchandise products that are left on or in the storage containers must be removed and discarded. Any Contraband or suspicious products recovered during this inspection must be reported to the Custody Facility's Unit Commander immediately.
- b. Utilizing the County-designated temporary staging area at each Custody Facility to temporarily unload storage containers prior to Inmate delivery. Contractor must assume all responsibility for inventory stored in the staging areas provided by the County.

9.7.2 Delivery Requirements, General

9.7.2.1 Contractor's warehouse must be equipped with 24/7 surveillance cameras throughout every point of the commissary delivery process (e.g., production line, loading and delivery, etc.) to ensure that Contraband is not placed in an Inmate's order. Surveillance camera tapes and/or digital records must be

maintained for 60 Days and be available to County Project Manager, upon request, at no-cost to the County.

- 9.7.2.2 Contractor must ensure all commissary products are locked and secured in their respective storage containers prior to leaving Contractor's facility for delivery to the designated Custody Facilities.
- 9.7.2.3 Delivery methodology must be based on the security measures at each Custody Facility and is subject to approval by the Custody Facility Unit Commander. Deliveries must be coordinated with Custody Facility staff.
- 9.7.2.4 Contractor must provide overall management and on-site supervision of the commissary delivery process. Contractor's supervisor must be present and available to Custody staff at all times during the commissary distribution to Inmates.
- 9.7.2.5 Commissary orders must be grouped, boxed, and carted according to Inmate housing units. Carts and boxes must be clearly marked to reflect the name of the housing unit. Orders for Inmates from different housing units must not be combined into the same cart or box. Contractor must secure the collection and removal of carts and/or boxes following commissary delivery.
- 9.7.2.6 Contractor must require proper identification from each Inmate prior to distributing commissary orders. The Inmate's wristband must be properly attached to the wrist and must clearly display the Inmate's booking number.
- 9.7.2.7 Contractor must deliver individual Inmate commissary products and specialty kits in clear, perforated, plastic bags with tamper proof seals. The bags must be constructed of at least .002 inch poly film with dimensions not to exceed 20" x 17" x 28". Bag perforations shall ensure that no liquid may be stored in the bag. All bags must include a tamperproof seal of a design that is subject to approval by County Project Manager.
- 9.7.2.8 Contractor must include a copy of the order receipt sealed within the bag. The order receipt must be positioned in the bag so that the Inmate's name and booking number are clearly visible from the outside of the bag. Contractor must include the following information on the order receipt:

- Inmate Name,
- Inmate Booking Number,
- Inmate Housing Location,
- Invoice Number,
- Products and Quantities Ordered,
- Total Purchase Amount,
- Beginning Trust Account Balance, and
- Ending Trust Account Balance.

- 9.7.2.9 Contractor must obtain Inmate's signature and booking number on order receipt to acknowledge that the Inmate has received the correct commissary order.
- 9.7.2.10 Contractor must maintain copies of the order receipts in compliance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 9.7.2.11 Contractor is responsible for the printing and distribution of all Vending Debit Cards. Prior to delivery of Vending Debit Cards to Inmates, Contractor must ensure the Inmate's booking number, name, and date of purchase are printed on all pre-paid cards, while safeguarding the cards pin number from being compromised.
- 9.7.2.12 All commissary orders (i.e., scantron, Inmate tablet application, and web orders) must be delivered Monday through Friday between 5:30 P.M. to 10:30 P.M. in accordance with Attachment G.2 (Maintenance and Delivery Schedule) to this SOW, or as mutually agreed upon by the County and Contractor. The County may request to schedule a second delivery within the same week to any facility. This could be due to a high volume of orders, or if Contractor is unable to complete deliveries between 5:30 P.M. – 10:30 P.M.
- 9.7.2.13 Modifications to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW, must not be made without prior written authorization by County Project Director. To effect such modification, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

Notwithstanding, the County and Contractor may make temporary adjustments to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW, to accommodate County-observed holidays pursuant to Paragraph 3.1.3 (County Holidays) of this SOW.

- 9.7.2.14 All deliveries to Inmates must be free of Contraband as defined in Attachment E.5 (Contraband Defined) to this SOW.
- 9.7.2.15 In the event that Contractor distributes commissary products to the wrong Inmate, Contractor must take immediate corrective action to either credit the Inmate's account or redeliver the order. Any expense related to such erroneous delivery will be the sole responsibility of Contractor and will not reduce the revenue to the County.

9.7.3 Undeliverable Orders

- 9.7.3.1 In the event that an Inmate is not present during delivery, Contractor must attempt a second delivery on the same date before completion of a commissary delivery. If the delivery cannot be made to the Inmate, a full refund must be issued by Contractor within 48 hours of the attempted delivery.
- 9.7.3.2 When an Inmate has been relocated to another Custody Facility at the time of a commissary delivery, Contractor must issue a full refund to the Inmate within 48 hours of the attempted delivery.
- 9.7.3.3 Orders not delivered must be retained by Contractor. Unclaimed orders must not be left in any custody housing unit with the exception of those unclaimed orders for Inmates who are temporarily unavailable due to court appearance or medical treatment. Contractor must use its discretion to allow Department personnel to sign for the order on the Inmate's behalf.
- 9.7.3.4 Notwithstanding, if a commissary delivery cannot be made due to an Inmate's refusal to accept the order, the Inmate will not receive a refund. Contractor must document the Inmate's refusal by obtaining a signature from the Inmate or Department staff.
- 9.7.3.5 Contractor must provide the County with an undeliverable report within five Business Days of the undeliverable order delivery date.
- 9.7.3.6 Contractor is responsible for restocking returned goods deemed undeliverable.

9.7.4 Delivery Sign-off, Special Circumstances

9.7.4.1 The County reserves the right, under special circumstances, to implement a delivery sign-off procedure as determined by County Project Director. Special circumstances may include but not be limited to, the following:

- Force Majeure events,
- Labor disputes,
- Facility maintenance/repair difficulties, or
- Any long-term lock down.

9.7.4.2 In the event of the above listed special circumstances, Contractor must obtain the name, employee number, and signature of Department personnel taking possession of any commissary orders for later delivery.

9.8 Commissary Order Methods

9.8.1 Scantron

9.8.1.1 Contractor must supply machine-enabled commissary order forms (e.g., scantrons) at no cost to the County. Order forms will contain only those products listed in Attachment F.1 (Commissary Housing Menus) to this SOW.

9.8.1.2 Contractor must ensure a sufficient supply of commissary order forms are available at all Custody Facilities, at all times.

9.8.1.3 Department staff will collect commissary order forms from Inmates at all County Facilities. Contractor must pick up commissary order forms a day prior to the next scheduled commissary delivery date.

9.8.1.4 Commissary order forms must be verified by Contractor to ensure each form is properly filled out inclusive of Inmate's signature accepting Contractor's sales policy.

9.8.1.5 Contractor must not process forms that are incomplete or unsigned.

9.8.1.6 Contractor must ensure all orders are processed and delivered by the next scheduled commissary delivery date [refer to Attachment G.1 (Contractor's Delivery Plan) to this SOW].

- 9.8.1.7 All orders submitted via commissary order forms are final and non-refundable, except as detailed in Paragraph 9.7.3 (Undeliverable Orders) above.

9.8.2 Inmate Tablet URL/Application (Optional)

- 9.8.2.1 At any time throughout the Term of the Contract, the County may request that Contractor provide a URL link/application (App) for Inmates to order commissary products and provide a secure connection to the Inmate Trust Account as referenced in Exhibit B (Business and Technical Requirements).
- 9.8.2.2 Contractor must collaborate with the Department's information technology staff and current ICSS contractor to provide a functioning App to be installed on all Inmate tablets. The tablets will be provided and administered by the ICSS contractor.
- 9.8.2.3 Contractor must configure the App to link to the County's existing interface to JIMS [refer to Paragraph 3.2.2.1 (Inmate Trust Account Application / Interface) above].
- 9.8.2.4 Contractor must incur all costs associated with developing, testing and deploying the secure commissary App for Inmate orders via portable tablet devices.
- 9.8.2.5 Contractor must demonstrate the functionality of the App to the County's satisfaction and obtain the County's written approval.
- 9.8.2.6 Contractor must coordinate with the ICSS contractor to install the App on the Inmate tablets.
- 9.8.2.7 Contractors' App must display the information listed in Exhibit B (Business and Technical Requirements) of the Contract.
- 9.8.2.8 Contractor's App must provide a toll-free telephone number to facilitate questions or concerns from Inmates, as further specified in Paragraph 8.2.1(c) above.
- 9.8.2.9 Any Inmate tablet order that is determined to be undeliverable for any reason must be refunded within 48 hours.
- 9.8.2.10 Contractor must process all Inmate tablet orders submitted by 8:00 P.M. (PST) on the day prior to the next scheduled commissary delivery date.

- 9.8.2.11 Contractor must ensure all Inmate tablet orders are processed and delivered by the next scheduled commissary delivery date.
- 9.8.2.12 Contractor must provide 24/7 remote technical support to ensure ongoing functionality of the App and perform any software upgrades, virus scanning, and security patches, as applicable, for all Commissary and ITA functions linked to the App.
- 9.8.2.13 Contractor waives any and all claims against the County for compensation related to loss or damage caused by defect, deficiency, impairment of any utility system, fraudulent Inmate ordering activity, or technology issues with the Inmate tablets.

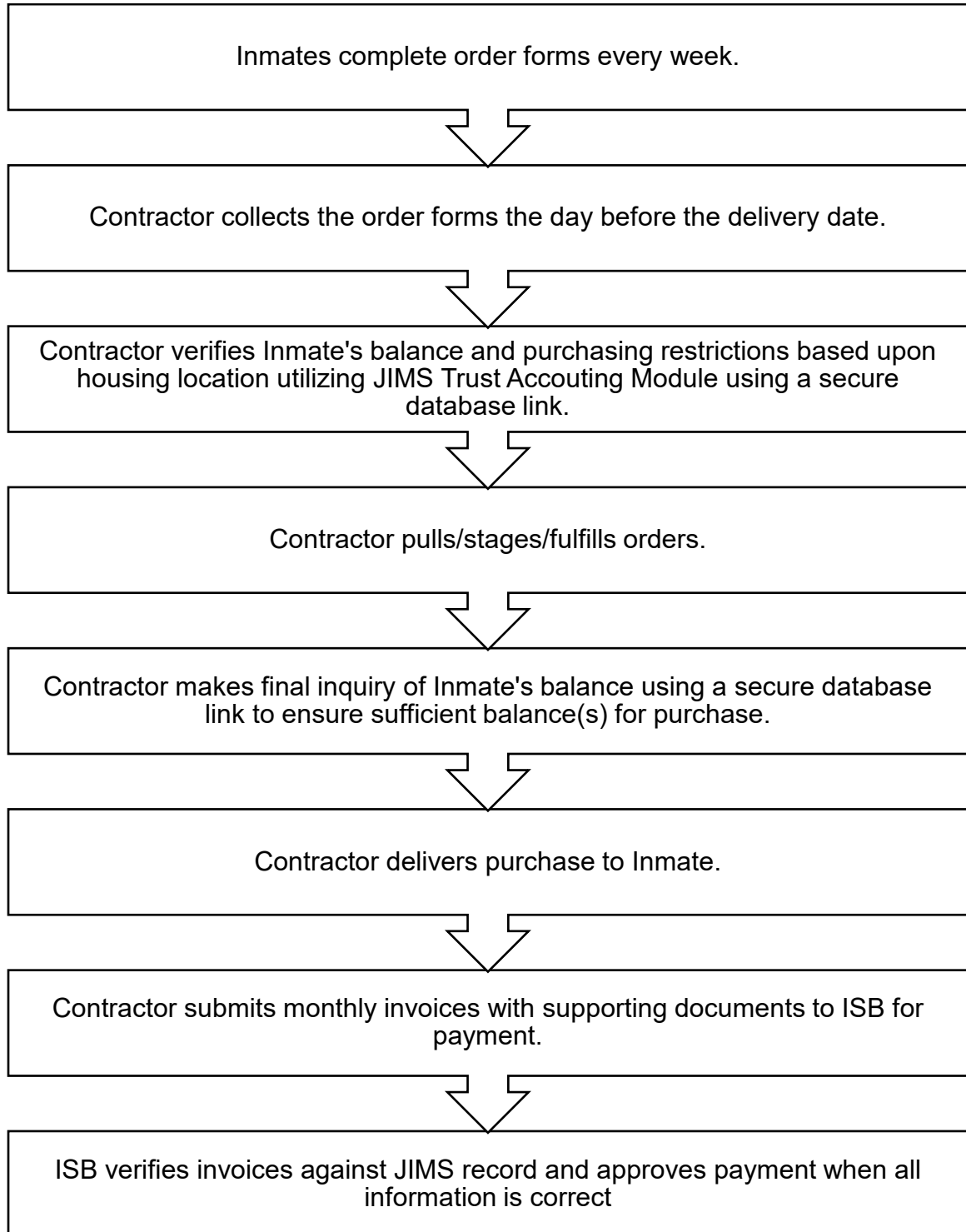
9.8.3 Contractor Commissary Website

- 9.8.3.1 Contractor must provide a public-facing website for families and friends to:
 - a. place commissary orders for delivery to Inmates [refer to Paragraph 9.8.3.4 (Electronic Payment Requirements for Web Orders) below, and Exhibit B (Business and Technical Requirements) of the Contract], and
 - b. deposit funds to an Inmate's account.
- 9.8.3.2 The website must be operational prior to the commencement of Work and must meet the County security standards specified in Exhibit H (Information Security and Privacy Requirements) to the Contract.
- 9.8.3.3 Contractor must provide a toll-free telephone number and e-mail address on the website to facilitate questions or concerns from customers.
- 9.8.3.4 Inmate account deposits are limited to \$300.00 per week.

Notwithstanding the above, Inmates are allowed to have a maximum balance of \$300.00 in their inmate account. Any inmate account deposit(s) which causes an inmates account balance to exceed the maximum amount, must be refunded within 48 hours.
- 9.8.3.5 Electronic Payment Requirements for Web Orders and Inmate Account Deposits

- a. Web orders will track the following transaction information:
 - Specific product(s) purchased (as indicated on Contractor website),
 - Purchaser's name,
 - Card holder's name (if different),
 - Credit Card number used,
 - Residential address,
 - Telephone number,
 - Email address, and
 - Appropriate payment authorization.
- b. Contractor's transaction fee must not exceed \$2.00 for each web order.
- c. Contractor's transaction fees for each Inmate account deposit must not exceed the fees set forth in Attachment F.6 (Inmate Account Deposit Fee Schedule) to this SOW.
- d. An order confirmation number must be emailed to purchaser following a successful transaction.
- e. Web orders that are determined to be undeliverable for any reason must be refunded within 48 hours.
- f. All transaction records associated with any and all web orders for, or on behalf of Inmates, are the property of County. Transaction records must be made available to Department personnel for review at any time during the entire Term of the Contract.

9.9 Inmate Commissary Order Process - Contractor



9.10 Inmate Spending Limit

- 9.10.1 Inmate scantron and/or Inmate tablet App orders (if applicable) are limited to one order per week.
- 9.10.2 Inmate scantron and/or Inmate tablet App orders are limited to \$300.00 per week, including sales tax. The weekly spending limit includes a limit of \$60.00 for Vending Debit Cards.
- 9.10.3 Public-facing Web orders and Pro-Per orders are exempt from the Inmate spending limit mentioned above.
- 9.10.4 Inmates, on occasion, attempt to submit multiple commissary orders for the week. Contractor must process only the first completed and submitted (via scantron or Inmate tablet App) Inmate order. All subsequent orders are to be disregarded.
- 9.10.5 The County will give written notice to Contractor of any pending change to Inmate ordering and spending limits. Any such change will require a Change Notice executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

9.11 Refund Policy – Notice to Customer

- 9.11.1 Contractor must process refunds for damaged or undeliverable products as described in Paragraph 9.7.3 (Undeliverable Orders) above. This refund process must be approved by County Project Director. Once approved, the refund policy must be conspicuously posted in all housing areas located in all Custody Facilities, on the Inmate tablet App, and on the public-facing website.
- 9.11.2 Contractor is responsible for providing refunds to the Inmate's trust account within two Days of an undeliverable commissary order due to, but not limited to, the following:
 - An Inmate placed in disciplinary or administrative lockdown prior to receiving a commissary order,
 - Ordered commissary products are damaged or missing prior to products being delivered to the Inmate,
 - Ordered commissary products were not fulfilled by Contractor, or
 - An Inmate has been released from custody prior to receiving their commissary order.
- 9.11.3 Contractor must incur all costs associated with chargebacks and restocking fees for all undeliverable commissary orders and fraudulent payments.

9.12 Inmate Classifications

9.12.1 Indigent Inmate

An Inmate is considered indigent if their trust account balance is less than \$2.00 at the time of commissary ordering. An indigent Inmate is eligible to receive both a Hygiene Maintenance Kit [refer to Paragraph 9.13.1 (Hygiene Maintenance Kits) below] and an Indigent Kit [refer to Paragraph 9.13.2 (Indigent Kits) below] once a week, by completing and submitting a commissary order form, as long as the Inmate falls within these indigent guidelines or is otherwise authorized by the County.

9.12.2 Pro-Per Inmate

An Inmate is considered Pro-Per if they have been recognized by the court as acting as their own legal counsel. Authorization for a Pro-Per Inmate to order from the Pro-Per menu [refer to Attachment F.3 (County's Kits and Assortments) to this SOW], will be determined by the County.

9.13 Kits and Assortments

In accordance with federal, state and local regulations, the County is mandated to provide Inmates with specific hygiene and stationary products, which must be delivered via kits and assortments. The pricing for all products within the kits and assortments will be determined by the parties prior to the commencement of Work.

Contractor must invoice the County on or before the 15th day of the following month for all kits and assortments delivered during the prior month (refer to Paragraph 5.4.2.1(c) of the Contract).

Contractor must ensure all products are delivered in clear, perforated, plastic bags with tamperproof seals that meet the standards stated in Paragraph 9.7.2 (Delivery Requirements, General) above.

9.13.1 Hygiene Maintenance Kits

9.13.1.1 Non-indigent Inmates are not eligible to receive or otherwise purchase Hygiene Maintenance Kits. If a non-indigent Inmate attempts to order a Hygiene Maintenance Kit, Contractor must remove the Hygiene Maintenance Kit from the order prior to delivery.

9.13.1.2 Hygiene Maintenance Kits must be issued as a single unit and made available only to Inmates classified as indigent Inmates. The contents of Hygiene Maintenance Kits are listed in

Attachment F.2 (Indigent Kits) to this SOW.

9.13.2 Indigent Kits

- 9.13.2.1 Indigent Kits must be issued as a single unit and made available only to Inmates classified as indigent. The contents of Indigent Kits are listed in Attachment F.2 (Indigent Kits) to this SOW.
- 9.13.2.2 An indigent Inmate is eligible to receive one pair of reading glasses upon request, but no more than one pair every three months.
- 9.13.2.3 Non-indigent Inmates are not eligible to receive or otherwise purchase Indigent Kits. If a non-indigent Inmate attempts to order an Indigent Kit, Contractor must remove the Indigent Kit from the order prior to delivery.

9.13.3 Pro-Per Kits

- 9.13.3.1 Contractor must deliver Pro-Per Kits as described in Attachment F.3 (County's Kits and Assortments) to this SOW, only to Inmates who are classified as Pro-Per.
- 9.13.3.2 Indigent Inmates identified as Pro-Per may order one Pro-Per Kit per week, by completing and submitting an order form to the Department's legal unit.
- 9.13.3.3 The Department's legal unit will send the Pro-Per order to Contractor for processing. Contractor must deliver the Pro-Per Kits during the regular commissary delivery period.

9.13.4 County Gift Assortments

- 9.13.4.1 At County Project Director's request, Contractor must supply Gift Assortments to Inmates as part of Contractor's Services. The Gift Assortments must be supplied to Inmates on designated holidays, at no-cost to Inmates. The County currently provides one Gift Assortment per year to Inmates during the winter holiday season at County's sole expense.
- 9.13.4.2 The contents of each Gift Assortment [refer to Attachment F.3 (County's Kits and Assortments) to this SOW] will be determined by County Project Director.
- 9.13.4.3 All Gift Assortments must include a message card provided by the County, at no-additional-cost.

- 9.13.4.4 Gift Assortments for various Sheriff stations must be delivered to Inmate Services Bureau (ISB) for distribution.
- 9.13.4.5 The delivery schedule of Gift Assortments to ISB and the various Custody Facilities, will be determined by the County in collaboration with Contractor.
- 9.13.5 The original prices for each product within each kit must include Contractor's discounted price percentage [refer to Exhibit C (Price Schedule) to the Contract]. The price at which each kit and assortment will be sold must be agreed upon by both parties and will be memorialized in Attachments F.2 (Indigent Kits) and F.3 (County's Kits and Assortments) to this SOW. These prices will remain firm and fixed for the first three years of the Contract.
- 9.13.6 At the end of the third Contract year, and annually thereafter, provided there is a verifiable price increase for the subject product(s), Contractor will be permitted to request a price adjustment for any or all products listed in Attachments F.2 (Indigent Kits) and F.3 (County's Kits and Assortments).
 - 9.13.6.1 In the event of a County-approved price adjustment, Attachments F.2 (Indigent Kits) and F.3 (County's Kits and Assortments) will be amended and restated to this SOW and will be affixed to the original Contract.
 - 9.13.6.2 All costs for creating and distributing the Hygiene Maintenance Kits, Indigent Kits, Pro-Per Kits, and County Gift Assortments will be at Contractor's sole expense.
- 9.13.7 At any point throughout the Term of the Contract, the County may request to add, delete, or modify any kits and/or assortments. For any such modification, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

10.0 VENDING SERVICES

10.1 Service Requirements, General

Debit Card Vending Machines (Vending Machines) provided under the Contract will replace existing Vending Machines and must be installed as specified in Attachment C.1 (Vending Equipment List by Facility) to this SOW.

10.2 Vending Machine Installations

- 10.2.1 Contractor assumes all costs associated with the purchase, installation and maintenance of all required Vending Machines as further specified in Attachment C.1 (Vending Equipment List by Facility) to this SOW.
- 10.2.2 In order to ensure there is no disruption of Services, the Vending Machine and equipment removal/installation process must be completed within 30 Days following the commencement of Work, unless otherwise approved by County Project Director.
- 10.2.3 It is expected that a minimum of 220 Vending Machines will be installed at a rate of approximately 60 per week until completed.
- 10.2.4 All installations must be completed as stated in Paragraph 3.2.1 (Service Implementation Plan) above or in a manner approved by County Project Director. The installation of features or equipment designed to protect the Vending Machines from tampering, theft, burglary or vandalism must be provided by Contractor, at Contractor's sole expense, following written approval by County Project Director.
- 10.2.5 Contractor must provide a solution for ensuring that Vending Machines cannot be moved, tilted, or manipulated once placed in a location. This may include securing the Vending Machine to the floor or wall.
- 10.2.6 Throughout the Term of the Contract, the County may request additional Vending Machine(s) to be installed at a specified Custody Facility. Contractor must install Vending Machine(s) within 48 hours following a request from County Project Director, or as mutually agreed to by the parties.
- 10.2.7 Depending on the installation location of the Vending Machine, Contractor may be required to remove all light bulbs and/or florescent tubes used to back light the front panels of the Vending Machine and replace them with LED strip lighting.
- County Project Director may require additional modifications to the Vending Machine, at Contractor's expense, if it is deemed necessary for security reasons.
- 10.2.8 During the Term of the Contract and at Contractor's sole expense, Contractor must install, or reimburse County for all costs associated with the installation of Vending Machine electrical and/or water lines as needed to add equipment listed in Attachment C.1 (Vending Equipment List by Facility) to this SOW. Contractor acknowledges that the County must abide by safety and security regulations which govern infrastructure

modification of Custody Facilities. Should regulations preclude Contractor from performing the actual work associated with installation of Vending Machine electrical and/or water lines, Contractor consents to the County completing the work on Contractor's behalf, and that Contractor will reimburse the County accordingly.

- 10.2.9 Contractor must make no alterations to Custody Facilities or construct any improvements thereon other than for the installation and placement of trade fixtures and other equipment required for the Services provided herein. Any other improvements, additions, alterations, repairs, or changes thereto will require prior written approval by County Project Director and will be at Contractor's sole expense.
- 10.2.10 Contractor must reimburse the County for any and all damages to Custody Facilities arising from the installation, relocation and/or removal of Vending Machines [refer to Paragraph 8.16 (Damage to County Facilities, Buildings or Grounds) of the Contract].
- 10.2.11 Except as provided in Paragraph 3.2.1 (Service Implementation Plan) above, Contractor must only remove Vending Machines installed pursuant to the Contract, and only with prior written approval by County Project Director.
- 10.2.12 Upon the expiration or termination of the Contract, Contractor must remove any and all Vending Machines and improvements located thereon and deliver the facilities to the County in the condition upon which Contractor found them.

10.3 Vending Machine Locations

Attachment C.1 (Vending Equipment List by Facility) provides a listing of Custody Facilities serviced by this Contract. The County reserves the right to add/delete Custody Facilities at any time. Contractor must either relocate or remove the equipment within 24-hours' notice from County Project Director, or as agreed-to by the parties.

10.4 Inmate Vending Refunds

- 10.4.1 Contractor must process all deposited Vending Debit Cards and refund any residual balances to the corresponding Inmate's trust account.
- 10.4.2 Contractor must provide a clearly labeled and tamper resistant/proof drop slot or affixed container securely attached to all Vending Machines for the purpose of collecting expended Vending Debit Cards.

- 10.4.3 Contractor must regularly retrieve all deposited Vending Debit Cards from the container as part of the normal restocking and maintenance of the Vending Machines.
- 10.4.4 After processing refunds, Contractor must clear all Inmate information from the Vending Debit Card and recycle it for re-use.
- 10.4.5 Contractor must keep the County apprised of any new technology that allows for remote loading of funds to Vending Debit Cards already in Inmate's possession.
- 10.4.6 At any time throughout the Term of the Contract, the County may request initiate the process of remotely loading of funds to Vending Debit Cards already in an Inmate's possession. The specifications for this process will be determined by the County and must be approved and tested before it is implemented. Prior to the initiation of this process, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

10.5 Vending Merchandise

- 10.5.1 Contractor must make available the following vending products for purchase including, but not limited to:
 - Snack products (e.g., candy, chips, cookies, trail mixes, Top Ramen packaged soups, etc.),
 - Cold plastic bottled beverages* (e.g., sodas, water, sports drinks, fruit juices, and tea),
*Beverages are dispensed in standard 20-ounce sizes, unless otherwise approved by County Project Director.
 - Healthy alternative food products, and
 - OTC medications available in individual packets.
- 10.5.2 Contractor must ensure no product listed in Attachment F.5 (Vending Menu) to this SOW, contains any of the following products or ingredients:
 - Alcohol (ethanol, isopropyl, etc.),
 - Flammable or combustible fluids,
 - Fresh fruit,
 - Bulk sugars greater than 1 oz. assortments,
 - Dried fruit (not contained in or baked into another product),
 - Tobacco products, and
 - Marijuana, THC, or CBD products.
- 10.5.3 Contractor is responsible for ensuring that products which contain glass, metal, or any other material that could jeopardize security or be modified

into a weapon are not dispensed from Vending Machines.

- 10.5.4 All food products stocked for resale by Contractor must be first-class in quality and comprised of highly recognizable name brands available to the public as further described in Paragraph 10.6 (Vending Menu) below, and Attachment F.5 (Vending Menu) to this SOW; and must conform to federal, state and County food (health) laws, ordinances, and regulations in all respects. The County will determine, in its sole discretion, which products may be available for sale. County Project Director will notify Contractor in writing of any changes or restrictions.
- 10.5.5 Contractor must provide and properly maintain the inventory of concession products listed in Attachment F.5 (Vending Menu) to this SOW.
- 10.5.6 No adulterated, misbranded, outdated, or impure products must be sold or stocked for resale by Contractor. All products kept on hand by Contractor must be stored and handled with due regard for sanitation.
- 10.5.7 All products placed in any Vending Machine must have the manufacturer expiration or “use-by” dates clearly labeled on the packaging.

Contractor must pro-actively remove any product found to be past the expiration date and replace it immediately, or within 24-hours after request by County Project Director. Contractor must ensure that expiration or “use-by” dates are not tampered with in any way. If any tampering of expiration or “use-by” dates is discovered, the County will assess liquidated damages as further described in Attachment B (Performance Requirements Summary (PRS) Chart) to this SOW.

- 10.5.8 In addition, the County will not be responsible for any losses suffered by Contractor and/or Contractor’s personnel related, but not limited to, the following:
- Property destruction by Inmates,
 - Fire,
 - Theft,
 - Floods,
 - Insects, or
 - Rodents.
- 10.5.9 At any time throughout the Term of the Contract, County Project Director may request that Contractor change the type of products sold from a particular Vending Machine. Upon receipt of such notice, Contractor must make the change within 72 hours, unless County Project Director requests immediate removal as specified in Paragraph 10.6 (Vending Menu) below.

10.5.10 Any request by Contractor to add/remove products from Vending Machines must be submitted in writing to County Project Director for review and approval.

10.6 Vending Menu

10.6.1 The list of vending products for resale must be agreed to by the parties prior to the commencement of Work. Such listing will be affixed to the original Contract as Attachment F.5 (Vending Menu) to this SOW. The initial Vending pricing agreed upon by the County and Contractor will remain firm and fixed for the first three years following the Contract Effective Date.

10.6.2 Thereafter, any request for changes by the County or Contractor must be agreed-to by the parties. For any changes to Attachment F.5 (Vending Menu) a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

10.6.3 At any point throughout the Term of the Contract, County Project Director may request to add or delete specific products. Any change of products must be conducted within 72 hours of such request.

10.7 Vending Schedule: Re-Stocking and Maintenance

Contractor must provide provisions ensuring the safe and secure delivery of all concession products to designated Custody Facilities; specifically guarding against security breaches and introduction of Contraband pursuant to Attachment E.4 (Security of Personal Property) and Attachment E.5 (Contraband Defined) to this SOW.

10.8 Re-Stocking

10.8.1 Contractor must Work with County Project Director to develop its re-stocking and maintenance schedule prior to commencement of Work. The re-stocking and maintenance schedule will be affixed to the Contract as Attachment G.2 (Maintenance and Delivery Schedule) to this SOW. Contractor's re-stocking and maintenance schedule must occur a minimum of twice weekly and coincide with the delivery of commissary goods [refer to Paragraph 9.7 (Contractor's Delivery Plan) of this SOW.

10.8.2 County Project Director may require re-stocking on a more frequent basis (including weekends) if deemed necessary. Such change(s) which are temporary in nature, will be requested in writing.

- 10.8.3 The County maintains the sole right, under special circumstances, to make temporary modifications to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW. If such change is permanent, it will be memorialized through the change process pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract. Contractor must immediately implement any such modifications to Attachment G.2 (Maintenance and Delivery Schedule) to this SOW, once written notice has been provided.
- 10.8.4 Where feasible, County Project Director will make timely notifications to Contractor of any administrative actions, lockdowns, or unexpected emergencies, which may impact Contractor's ability to meet the restocking schedule specified in Attachment G.2 (Maintenance and Delivery Schedule) to this SOW.
- 10.8.5 At any time, Contractor's staff may be denied access to a Custody Facility, may be asked to vacate a Custody Facility, or may be required to wait within the Custody Facility based on security considerations and/or emergent circumstances, as determined by the Department in its sole discretion.
- 10.8.6 Contractor must promptly notify County Project Director during instances such as those cited above, wherein Contractor is precluded from entering or remaining in the Custody Facility to perform contractual duties.

10.9 Vending Maintenance Requirements

- 10.9.1 Contractor must inspect and provide maintenance to all Vending Machines on a monthly basis in accordance with Attachment G.2 (Maintenance and Delivery Schedule) to this SOW.
- 10.9.2 Repairs or replacements must be completed within one Business Day following written notification by County Project Director of a defective Vending Machine. In circumstances outside Contractor's control (e.g., natural disasters, riots, and significant road closures), repairs or replacements must be completed within two Business Days of written approval by County Project Director.
 - 10.9.2.1 In situations where the security of a Vending Machine is compromised, Contractor must arrive at the Custody Facility for the purpose of repairing, removing, or replacing such Vending Machine within four hours following written notification by County Project Director.
 - 10.9.2.2 Contractor must assume all costs associated with installations, repairs, relocations and removals of Vending Machines, as well

as any stolen and/or damaged goods.

- 10.9.3 Contractor must keep records of all maintenance (e.g., date of maintenance, machine number, and type of maintenance). These records must be made available to County Project Director upon request.
- 10.9.4 Contractor must keep all Vending Machines and their surrounding area free of litter, which directly results from its operation. This includes, but is not limited to: under the Vending Machines, the top of Vending Machines, inside the Vending Machines, and in between the Vending Machine and its protective cage (i.e., metal encasing), as applicable.
- 10.9.5 County Project Director may request maintenance of Vending Machine(s) on a more frequent basis if the need arises. This change will be requested in writing. If the change is permanent, a Change Notice must be executed pursuant to Paragraph 8.1 (Amendments and Change Notices) of the Contract.

10.10 Vending Debit Card Readers/Printers

- 10.10.1 Contractor must provide [refer to Attachment C.1 (Vending Equipment List by Facility) to the SOW and Exhibit B (Business and Technical Requirements) to the Contract] and maintain all vending card readers and related equipment to ensure proper working order at all times. Such maintenance must be provided at Contractor's sole expense.