

ORIGINAL

SEALED BID:

Keefe Commissary Network, L.L.C.
DBA Access Securepak

JOB NO.:

RFP # 116783 O3

Holiday Food Gift Program

BID OPENING DATE:

September 8, 2023



Keefe Commissary Network, LLC
DBA Access Securepak
13870 Corporate Woods Trail
Bridgeton, MO 63044
314-264-2900
Attn: **Kenneth Wright**
VP Sales

Nebrasks Department of Correctional Services
801 W. Prospector Place, Bldg. #1
Lincoln, NE 68522

Attn: Julie Schiltz



September 7, 2023

Nebraska Department of Correctional Services
Attn: Julie Schiltz
801 W. Prospector Place - Building #1
Lincoln, NE 68522

Re: RFP # 116783 O3 – Holiday Food Gift Program

Ms. Schiltz:

Keefe Commissary Network, L.L.C. (herein, “Keefe”) would like to thank the Nebraska Department of Correctional Services (“NDCS”) for the opportunity to submit a response to RFP # 116783 O3 for the Holiday Food Gift Program for the Department of Correctional Services. We have read the RFP and meet or **exceed all requirements** within the scope of this RFP. Keefe agrees to provide all services as required and described in RFP 116783-O3.

Our contact information:

Vendor Name – Keefe Commissary Network L.L.C. DBA Access Securepak
Primary Contact – Aaron Sickles, Account Manager
Telephone Number – (314) 264-2900
Fax Number – (314) 264-2901
Email Address – aaron.sickles@keefegroup.com

Ken Wright, Vice President, is authorized to legally obligate Keefe to provide the Holiday Food Gift Program Services as required.

At Keefe we focus every day on achieving the highest standards of quality, integrity and accountability in our business and believe we are the candidate best suited to exceed your expectations.

Thank you for your consideration of our company.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Puricelli', is written over a light blue horizontal line.

John Puricelli
Executive Vice President
jpuricelli@keefegroup.com



EXECUTIVE SUMMARY

Keefe Commissary Network, LLC DBA Access Securepak (herein, “Keefe”), would like to thank the State of Nebraska for the opportunity to submit a response to RFP 116783-03 for the Holiday Food Gift Program.

Keefe Group is comprised of six business units, including Keefe Supply Company, Keefe Commissary Network, Access Securepak, Access Corrections, ICSolutions, and Advanced Technologies Group.

These various businesses work in conjunction with each other to serve the needs of correctional facilities nationwide. Keefe proposes to offer its Access Securepak Inmate Package Program as a turnkey solution that exceeds the requirements of RFP 116783-03.

Access Securepak, established in 1997, offers the most comprehensive custom inmate package program in the correctional industry. Family members and friends can send packages to inmates while eliminating contraband and greatly reducing package processing time. Securepak can customize a program to fit any facility’s needs, and it gives its customers several easy and convenient ways to place orders—online, by phone or with pre-printed order forms. Access Securepak has over 700 individual active programs spanning the entire country and is the inmate package provider to 21 statewide Department of Corrections (DOCs).

Keefe has worked with the Nebraska Department of Correctional Services (NDCS) for a number of years regarding items purchased for resale through the state-operated commissary/canteen operation.

Keefe partners with over 21 State Departments of Corrections across the country to provide a similar type of program that RFP 116783-03 is procuring. Keefe is the largest provider of consumer goods for resale to the correctional market in sales, inmates served, orders accepted, orders fulfilled, and packages shipped for commissary transactions and inmate package programs. Keefe accepts and manages in excess of 1.5 million orders placed annually by inmate’s family and friends for the various Inmate Package Programs we manage through our correctional partnerships.

Throughout Keefe’s response, Keefe has provided detailed information on Order Management and Order Fulfillment to run the Holiday Food Gift Program for NDCS.

Keefe *meets and/or exceeds* all written RFP requirements provided and looks forward to continuing our partnership with NDCS through this opportunity, while sharing the common goal of providing outstanding products and services to the inmates, their family members and friends.



SECTION II – TERMS AND CONDITIONS

II. TERMS AND CONDITIONS

Bidders should complete Sections II thru VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

Keefe Response: Keefe has read, understands, and will adhere.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and



e. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

KW Keefe Response: Keefe has read, understands, and will adhere.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

KW Keefe Response: Keefe has read, understands, and will adhere.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be



appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

Keefe Response: Keefe has read, understands, and will adhere.

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

Keefe Response: Keefe has read, understands, and will adhere.

E. DISCOUNTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

Keefe Response: Keefe has read, understands, and will adhere.



F. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first one (1) year of the contract. Any request for a price increases subsequent to the first year of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the Department of Correctional Services a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

***KW* Keefe Response: Keefe has read, understands, and will adhere.**

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of



suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

KW Keefe Response: Keefe has read, understands, and will adhere.

H. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

KW Keefe Response: Keefe has read, understands, and will adhere.

I. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

*****Contractor will not substitute any item that has been awarded without prior written approval of NDCS*****

KW Keefe Response: Keefe has read, understands, and will adhere.



J. RECORD OF VENDOR PERFORMANCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

Keefe Response: Keefe has read, understands, and will adhere.

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

Keefe Response: Keefe has read, understands, and will adhere.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or



pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

Keefe Response: Keefe has read, understands, and will adhere.

M. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

Keefe Response: Keefe has read, understands, and will adhere.

N. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

Keefe Response: Keefe has read, understands, and will adhere.



O. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

KW Keefe Response: Keefe has read, understands, and will adhere.

P. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

KW Keefe Response: Keefe has read, understands, and will adhere.

2. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

KW Keefe Response: Keefe has read, understands, and will adhere.



3. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

KW Keefe Response: Keefe has read, understands, and will adhere.

4. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

KW Keefe Response: Keefe has read, understands, and will adhere.

Q. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

KW Keefe Response: Keefe has read, understands, and will adhere.



R. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

KW Keefe Response: Keefe has read, understands, and will adhere.

S. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

KW Keefe Response: Keefe has read, understands, and will adhere.



T. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

KW Keefe Response: Keefe has read, understands, and will adhere.

U. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,



- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor,
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code,
- g. Contractor intentionally discloses confidential information,
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

KW Keefe Response: Keefe has read, understands, and will adhere.

V. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

KW Keefe Response: Keefe has read, understands, and will adhere.



SECTION III – CONTRACTOR DUTIES

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR/ OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law,
3. Damages incurred by Contractor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).



If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

KW Keefe Response: Keefe has read, understands, and will adhere.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

KW Keefe Response: Keefe has read, understands, and will adhere.



Keefe has completed the E-Verify program and acknowledgement of that is available upon request.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT NONDISCRIMINATION (Nonnegotiable)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Request for Proposal.

Keefe Response: Keefe has read, understands, and will adhere.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

Keefe Response: Keefe has read, understands, and will adhere.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the



contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

KW Keefe Response: Keefe has read, understands, and will adhere.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COi) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COi verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COi, or the failure of the Contractor to provide a COi or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

KW Keefe Response: Keefe has read, understands, and will adhere.



1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

 **Keefe Response:** Keefe has read, understands, and will adhere.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self- insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.



REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

Keefe Response: Keefe has read, understands, and will adhere.

Please see **Attachment C – Insurance** for Certificates of Insurance required for this RFP.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Correctional Services
 Services RFP #116783 03
 dcs.purchasing@nebraska.gov

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

Keefe Response: Keefe has read, understands, and will adhere.



4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

Keefe Response: Keefe has read, understands, and will adhere.

G. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

Keefe Response: Keefe has read, understands, and will adhere.

H. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

Keefe Response: Keefe has read, understands, and will adhere.



I. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

Keefe Response: Keefe has read, understands, and will adhere.

J. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection 111.M.3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

Keefe Response: Keefe has read, understands, and will adhere.

K. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			



The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

KW Keefe Response: Keefe has read, understands, and will adhere.

L. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

KW Keefe Response: Keefe has read, understands, and will adhere.

M. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

KW Keefe Response: Keefe has read, understands, and will adhere.



N. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

Keefe Response: Keefe has read, understands, and will adhere.



SECTION IV – PAYMENT

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

KW Keefe Response: Keefe has read, understands, and will adhere.

B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

KW Keefe Response: Keefe has read, understands, and will adhere.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

Invoices should be sent to:

NE Department of Correctional
Services Accounts Payable
P.O. Box 94661
Lincoln, NE 68509-4661

Or via e-mail to: DCS.AccountsPayable@nebraska.gov
Accounts Payable Contact (402) 479-5715

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**



Keefe Response: Keefe has read, understands, and will adhere.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

Keefe Response: Keefe has read, understands, and will adhere.

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

Keefe Response: Keefe has read, understands, and will adhere.

F. LATE PAYMENT (Nonnegotiable)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

Keefe Response: Keefe has read, understands, and will adhere.

G. SUBJECT TO FUNDING/ FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

Keefe Response: Keefe has read, understands, and will adhere.



H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KW			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

KW Keefe Response: Keefe has read, understands, and will adhere.



SECTION V – PROJECT DESCRIPTION AND SCOPE OF WORK

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Request for Proposal.

A. SCOPE OF WORK

The holiday gift program provides an opportunity for the families and friends of incarcerated individual(s) and incarcerated individuals (self) to purchase special food gift items for incarcerated individual(s) during the winter holiday season in each December.

NDCS has nine (09) facilities, with approximately 5500 incarcerated individuals. Although most of the population is located within one of the ten facilities, some incarcerated individuals may be located at a county facility.

NDCS facilities may be found at <https://www.corrections.nebraska.gov/facilities>. The NDCS Holiday Food Gift Plan figures for the 2022 Holiday season are:

5950 (individual items) Packages Delivered were grouped by TOTAL ORDERS of 1444. Approximately 20% of orders were from incarcerated individuals, and the balance were orders placed by friends and family members.

 **Keefe Response:** Keefe has read and understands.

B. WORK PLAN

1. The opening, closing and delivery dates for the holiday gift program will be upon mutual agreement between NDCS and the Contractor.
 - a. The predetermined dates may fluctuate annually.

 **Keefe Response:** Keefe has read, understands, and will adhere.

2. After the dates are determined, the dates will be available to the incarcerated individuals via memo and posted to the NDCS website for the incarcerated individual's families and friends.

 **Keefe Response:** Keefe has read, understands, and will adhere.

3. Orders will be processed by NDCS staff and provided as a summary to the Contractor for ordering and package processing.
 - a. The summary order list provided by NDCS will include the total number of items ordered.

 **Keefe Response:** Keefe has read, understands, and will adhere.

4. Labels will include Incarcerated individual Name, individual number, facility, and housing location of the individual orders for delivery purposes. A detailed order list by incarcerated individual will accompany the labels.



Keefe Response: Keefe has read, understands, and will adhere.

Per Addendum 1 –

Yes, contractor will receive the orders prior to the labels. The reason for this is because sometimes incarcerated individuals are relocated to different facilities. Providing the most current information prior to shipments helps minimize the order being shipped to the wrong facility. Through past experience NDCS has found this to be the most efficient and effective way to manage the orders.

NDCS does sequence the labels in a logical manner which is by facility, location (housing unit), incarcerated person(s) name and number.

5. Each incarcerated individual may receive two (2) orders. The combined order total shall not exceed the pre-approved order total set by NDCS. The approved order total will be made available via the annual order form.
 - a. If orders for an incarcerated individual(s) are more than the approved order total, NDCS will provide notice (to the incarcerated individual and/or the contractor) which orders are to be cancelled/cannot be fulfilled. If, during the period of the contract, the Department of Correctional Services increases the allowable order amount, the Contractor will be notified in advance.
 - i. Example: Incarcerated individual Doe's parent submits an order on October 7, 2023, for \$94 and incarcerated individual Doe's wife submits an order for \$35 on October 20, 2023. Because the two orders together total more than \$120, incarcerated individual Doe's wife will be advised that her order, which was received last and pushes the total over \$120, will not be placed. The first order will be fulfilled. NDCS Accounting provides notice to incarcerated individual(s), friends or families of orders exceeding the limits (number of orders or cost overages).

Keefe Response: Keefe has read, understands, and will adhere.

If NDCS would allow Keefe/Access Securepak to manage the order placement process, Keefe's proven software has the ability to ensure that the combined dollar limit of \$120 (or whatever the maximum limit is) is not exceeded in real time via our public facing website for family/friends to place orders and our facility provided web access for placement of inmate purchased orders.

However, if NDCS still desires to use their method as outlined in this solicitation, Keefe's process will support NDCS method as well.

C. ANNUAL HOLIDAY GIFT PROGRAM SCHEDULE

The timeline below may be used as a general annual timeline however it is subject to change.

1. Early October:
 - a. Holiday Gift Program notice is posted on NDCS Website with an Order Form to be utilized for Outside Orders (family/friends) and Inside Orders (incarcerated individuals direct orders).



- i. This notice will include the order form and important dates that may fluctuate each year.
- 2. Early November:
 - a. Order cutoff date will be early November each year. The specific dates will be listed in the notice and on the order form.
- 3. Mid/late November:
 - a. NDCS will provide the contractor with a summary list of packages ordered with totals by each product item.
- 4. Early December:
 - a. NDCS provides labels to contractor with incarcerated individual(s) Name, Number, Institution and Housing Location (including county jails).
 - i. Because labels include the incarcerated individual(s) housing location, which is subject to change, providing labels as close to delivery date as possible is ideal.
 - ii. A detailed order list by incarcerated individual will accompany the labels.
- 5. Mid/late December:
 - a. Contract vendor ships/delivers products to arrive at each NDCS facility and location (including county jails).
 - b. Orders must arrive at facilities at the mutually agreed period.
 - i. This timeframe will be determined annually during the preparation of the order form.

Keefe Response: Keefe has read, understands, and will adhere.

Keefe will work with the NDCS on the timeline upon award of a contract.

A sample timeline has been included below.

The timeline below begins upon contract award.

Task Number	Task Description	Responsible Party	WEEK NUMBER FROM CONTRACT AWARD													
			1	2	3	4	5	6	7	8	9	10	11	12		
1	Meeting between Keefe and NDCS to finalize program information <i>Program timeline and schedule to include delivery period</i> <i>Any marketing materials - order forms, etc.</i> <i>Menu - review and approve any changes from NDCS</i>	Keefe & NDCS	█													
2	Keefe to provide NDCS a shipping schedule	Keefe		█												
3	NDCS to provide date for receipt of paper copies of orders	NDCS			█											
4	Print marketing materials (if applicable), send to NDCS facilities	Keefe				█										
5	NDCS Open Order Period	NDCS					█									
6	Keefe acquires inventory to fulfill orders for NDCS	Keefe						█								
7	NDCS physical shipment of orders to Keefe for processing	NDCS											█			
8	Keefe receives paper orders and keys them into Keefe system	Keefe														
9	Keefe receives labels from NDCS	Keefe & NDCS														
10	Keefe fulfills the orders and matches up all labels	Keefe														
11	Orders shipped to various NDCS locations	Keefe														
12	Delivery of orders to NDCS incarcerated individuals	NDCS														

D. ORDERING PROCESS

The following restrictions will apply to all orders:

- 1. All order forms submitted by family or friends must be accompanied by a MONEY ORDER payable to "THE DEPARTMENT OF CORRECTIONAL SERVICES".
 - a. **Cash or checks will not be accepted** and will be returned to sender with the order form.



- b. All holiday orders must be sent to the Department of Correctional Services Central Office Accounting.
 - i. Nebraska Department of Correctional Services
Accounting - HOLIDAY GIFT PLAN
PO Box 94661
Lincoln, NE 68509-4661

Keefe Response: Keefe has read and understands.

2. Incarcerated Individuals placing an order for themselves must complete the order form and submit it to the Business Office who will send to Central Office Accounting with an accompanying institutional check payable to "The Department of Correctional Services".
 - a. **All** institutional checks with insufficient funds will be returned to the incarcerated individual placing the order.

Keefe Response: Keefe has read and understands.

3. All order forms, money orders and institutional checks must be received at Central Office Accounting prior to the order cutoff date.
 - a. Orders received after this date will be returned to the sender, there will be no exceptions.

Keefe Response: Keefe has read and understands.

4. Each incarcerated individual will be allowed two (2) order forms; combined total may not exceed the approved NDCS order allowable.
 - a. If combined total of two (2) order forms exceeds the order allowable, the last order received will be returned with the money order or institutional check.
 - b. If a single order exceeds the order allowable, it will be returned to the sender with the money order or institutional check.
 - c. If more than two (2) orders per incarcerated individual are received, the remaining orders will be returned to the sender.

Keefe Response: Keefe has read and understands.

If NDCS would allow Keefe/Access Securepak to manage the order placement process, Keefe's proven software has the ability to ensure that the combined dollar limit of \$120 (or whatever the maximum limit is) is not exceeded in real time via our public facing website for family/friends to place orders and our facility provided web access for placement of inmate purchased orders.

However, if NDCS still desires to use their method as outlined in this solicitation, Keefe's process will support NDCS method as well.

E. SAMPLES

1. During the RFP evaluation sample(s) may be requested only by NDCS Purchasing.
 - a. Sample(s) are to be provided within five (5) business days of written request.



- b. Sample(s) will be provided at no cost to NDCS.
- c. Failure to provide sample(s) or if sample(s) do not meet requirements, may deem the proposal as a non-responsive.

Keefe Response: Keefe has read, understands, and will adhere.

Upon the request of NDCS, Keefe will provide samples to NDCS Purchasing within five (5) business days of written request at no cost.

- 2. Samples may be requested by NDCS Purchasing at any time during the life of the contract.
 - a. Samples are to be provided within five (5) business days of written request.
 - b. Samples will be provided at no cost to NDCS.
 - c. Failure to provide sample(s), not meeting the requirements may constitute a breach of the contract.

Keefe Response: Keefe has read, understands, and will adhere.

Upon the request of NDCS, Keefe will provide samples to NDCS Purchasing within five (5) business days of written request at no cost.

F. BIDDER REQUIREMENTS

- 1. Provide Product Ingredients List(s) with the proposal response.
 - a. If not included with proposal response, the lists must be provided to NDCS Purchasing with five (5) business days of written request.

Keefe Response: Keefe has read, understands, and will adhere.

Please see **Exhibit 1 – Proposed Products** for product ingredients for current in stock items. The holiday specific items that are not in stock yet can be provided upon request of NDCS.

- 2. Each year of Holiday Food Gift Plan, new product ingredients lists will be provided for posting to the incarcerated individual population.

Keefe Response: Keefe has read, understands, and will adhere.

- 3. Administrative fee
 - a. The respondent must indicate (if any) the percentage(%) of Administrative Fee provided to NDCS from total order of sales on the space available on the cost proposal. The proceeds from the Administrative Fee shall be credited into the Inmate Welfare and Club Accounts Fund created under Neb. Rev. Stat. 83-915.01
 - b. If no Administrative Fee will apply, please indicate so.

Keefe Response: Keefe has read, understands, and will adhere.



Keefe agrees to pay NDCS an Administrative Fee equal to the percentage submitted via the Cost Proposal document on the final Net Sales for the Holiday Food Gift Program.

G. PRODUCT LITERATURE

1. Complete specifications, manufacturer's current descriptive and/or advertising data sheets with cuts or photographs must be included with the response for the IDENTICAL items proposed.
2. Any information necessary to show compliance with these specifications not given on the manufacturer's descriptive literature and/or advertising data sheets must be supplied in writing on or attached with the response.
3. If manufacturer's information necessary to show compliance with these specifications is not attached to the proposal, the Bidder may be required to submit requested information within three (3) business days of a written request. Failure to submit requested descriptive literature or advertising data sheets may be grounds to reject the proposal.

Keefe Response: Keefe has read, understands, and will adhere.

Please see **Exhibit 1 – Proposed Products** for descriptive literature for current in stock items. The holiday specific items that are not in stock yet can be provided upon request of NDCS.

H. PRODUCT REQUIREMENTS AND RESTRICTIONS

1. Respondent should refer to 1.1.a for historical data of previously offered product.
2. Respondent may propose an optional list of products and pricing for NDCS review.
3. NDCS will select approximately 15 products and/or packages for each year's holiday offering.
 - a. NDCS typically selects a variety to include cheese, meat, sweet and savory products, and package combinations.
4. No fresh fruit or dried fruit products are allowed for security reasons.
5. All Products must be of the highest quality.
6. All products proposed should be equivalent to the variety of items and/or package combinations as described in 1.1.a, and the Cost Proposal.
7. All products provided should be equivalent to a single serving package.
8. Items cannot require refrigeration.
9. Product described as Kosher or Halal must be labeled with industry standard certified kosher/halal symbol.
 - a. Products offered that are Kosher or Halal, must be indicated in the response.
10. Package collections are acceptable, as are a la carte individual products.
11. Product quality must meet specifications.
 - a. A guarantee of satisfactory performance by the supplier and meeting delivery dates are an integral part of a successful holiday gift program.
 - b. All materials must be of first quality, under standard production by the manufacturer and be of standard design, complete as regularly advertised and marketed and be of proven performance.
 - c. Products are to be fully guaranteed and may be returned for full credit or replacement (at NDCS's discretion) for any reason during the initial warranty period with no additional charges for shipping and restocking.
12. Use by dates
 - a. All products must clearly be labeled with Use-By dates, which must be at least 60



days beyond delivery date.

Keefe Response: Keefe has read, understands, and will adhere.

Please see the Cost Proposal for a listing of all items offered. Items that are Kosher and/or Halal have been indicated in the response.

I. 2022 ANNUAL FIGURES

1. 2022 Historical figures provided as estimates only.
 - a. These are not considered as minimum or maximum purchase quantity. Contractor shall not impose minimum order requirements.

Item description	2022 Qty sold
Warm & Hearty Welcome Gift Box	615
Cheese Favorites Box	222
Turkey Hickory Sampler Gift Box	182
Jalapeno Cheddar Blend (3 Pack)	291
Smoked Cheddar Blend (3 Pack)	207
Farmhouse Cheddar (3 Pack)	80
Signature Beef Summer Sausage (3 Pack)	543
Signature Chocolate Collection	183
Sweet & Smoky Turkey Summer Sausage (3 pack)	321
Milk Chocolate Sea Salt Caramels	193
Snow Mints	282
Itty Bitty Peppermint Pretzel Bites	252
Itty Bitty Christmas Non-Pareils	158
Itty Bitty Brownie Bites	990
Chocolate Carmel Corn	532
White & Dark Chocolate Peppermint Bark	107
Mini Meltaway Mints	401
Beef Sampler Box	446

Keefe Response: Keefe has read and understands.

J. GIFT PACKAGE SECURITY REQUIREMENTS

1. No glass containers are allowed.
2. No tiny knives, spreaders or implements are allowed; neither metal, twist tie, nor plastic is acceptable.
3. Packaging materials such as shredded paper, Styrofoam "peanuts," bubble wrap, etc. should be kept to the absolute minimum and avoided if possible. It is preferred these items are not used.
4. Bulk packaging is acceptable; bidder's proposal should describe in detail.
5. Packaging in clear plastic or plastic mesh by incarcerated individual order is acceptable.
6. Requested samples for proposal evaluation must include the packaging that will be provided for security review.



Keefe Response: Keefe has read, understands, and will adhere.

Once NDCS has sent the order detail to Keefe for all orders to be fulfilled, Keefe will input these orders into our Order Management System which will provide Keefe the ability to print pick slips for actual order fulfillment.

All orders will be placed into their own individual poly bags with ¼” perforated holes (prevents the bag from being used for unauthorized uses). These poly bags will be sealed with tamper evident tape. Each poly bag will have a label applied to the outside of the package with the appropriate inmate identifying information – inmate name, ID number, housing, facility, etc.

One or more poly bags may be placed into a large cardboard box for transporting to the facility where the inmate is housed.

A manifest will also be created that lists all orders by inmate name and ID sent to a specific facility. This manifest will accompany the physical shipment or can be sent electronically via email.

K. PACKAGING and DELIVERY

1. Packaging
 - a. Orders are to be shipped using the NDCS provided labels and shipped to each individual facility.
 - b. Packaging must be suitable size and of strength to protect the contents during shipping, handling and distribution as stated below.
 - c. Orders must be packaged individually by the incarcerated name/number.
 - i. For example: There are 2 orders placed for John Doe. All orders will be packaged in one package. The package will be labeled with John Doe's name and number.

Keefe Response: Keefe has read, understands, and will adhere.

All orders will be packed with the inmate name and label on the outside of the package. The packaging will protect all contents during shipping handling and distribution. In addition, should more than one order be placed for an incarcerated individual the orders will be merged and shipped together in one package with the incarcerated individual's name present.

2. Delivery
 - a. If delays in delivery are anticipated, the Contractor will immediately notify NDCS of the expected delivery date.
 - b. The order may be canceled if the delivery time is unsatisfactory, and NDCS may procure item(s) from other sources and the Contractor may be held responsible for any/all excess cost.
 - c. Complete deliveries to each facility are critical.
 - d. Contractor will call each facility 30 minutes to one (1) hour prior to arrival.
 - e. At the time of delivery, a designated NDCS employee will sign the



"invoice/packing slip". This signature will only indicate that the order has been received and that the items delivered agree with the delivery invoice. This signature does not indicate all items were received in good condition and/or that there is not possible hidden damage.

Keefe Response: Keefe has read, understands, and will adhere.

3. Delivery Locations

Facility address	2022 packages ordered
Nebraska State Penitentiary (NSP) 14th Street & Pioneers Blvd. Lincoln, NE 68502	320
Reception And Treatment Center (RTC) 3218 West Van Dorn Street Lincoln, NE 68522	281
Community Correctional Center Lincoln (CCCL) 2720 West Van Dorn Street Lincoln, NE 68522	49
Tecumseh State Correctional Institution (TSCI) 2725 North Highway 50 Tecumseh, NE 68450	411
Nebraska Correctional Center for Women (NCCW) 1107 Recharge Road York, NE 68467	97
Omaha Correctional Center (OCC) 2323 East Avenue J Omaha, NE 68110	279
Community Correctional Center Omaha (CCCO) delivered to OCC 2320 East Avenue J Omaha, NE 68110	8
Nebraska Correctional Youth Facility (NCYF) 2610 North 20th Street East Omaha, NE 68110	16
Work Ethic Camp (WEC) 2309 North Highway 83 McCook, NE 69001	46
County Jails will be delivered to Central Office 801 W. Prospector Place, Bldg #1 Lincoln, NE 68522	

Keefe Response: Keefe has read and understands.

L. CONTRACTOR REQUIREMENTS

- Maintain sufficient inventory to process and deliver within dates specified. There will be no minimum order requirements.

Keefe Response: Keefe has read, understands, and will adhere.

M. NDCS REQUIREMENTS

- For security purposes, NDCS will monitor all product coming into its facilities. All product provided under this program must conform to standards for packaging, product quality and delivery timeframe.
- NDCS will place limits on the amount of product that can be ordered by incarcerated individual(s), family, and friends.
- NDCS staff will provide the physical inspection and delivery inside the facilities.



Keefe Response: Keefe has read, understands, and will adhere.

N. DELIVERABLES

1. See Cost Proposal

Keefe Response: Keefe has read and understands.

Please see Keefe's Cost Proposal.

O. OPTIONAL FUTURE PROCESSING

1. NDCS is interested in and may prefer automating the Holiday Food Gift Plan. NDCS will continue to require control mechanisms and review of orders by dollar limit and number of orders per incarcerated individual.
 - a. Proposals should provide a description of the ability for automation, including but not limited to:
 - i. A secure website and electronic process for family and friends to make purchases.
 - ii. Website shall be available in both English and Spanish.
 - iii. Method to verify that purchase is for an incarcerated individual within NDCS facility.
 - iv. No additional processing charges: use of the secured website is to be cost-free to the purchaser.
 - v. Family/Friend purchases may be made via debit or credit card, PayPal or other third-party secure option, and money order.
 - vi. Incarcerated individual orders would continue to be managed through NDCS Accounting.
 - vii. Reporting methods must allow NDCS to verify that all established dollar limits and number of orders placed are within Holiday Food Gift Program parameters.
 - viii. Data reports and order files will be sent to NDCS in an Excel or CSV format.
 - ix. All equipment used must comply with Nebraska Information Technology Commission (NITC) and Nebraska Office of the Chief Information Officer (OCIO) Standards and Guidelines. The Standards and Guidelines are available at <http://www.nitc.ne.gov/standards/>.

Keefe Response: Keefe has read, understands, and will adhere.

Keefe offers via its Access Securepak platform a complete online process today that accepts and ships over 1.7 million packages on an annual basis to over 600 Correctional Agencies (State, City and County). These orders were placed by family/friends or via the inmate themselves using various web applications that Access Securepak has created to service the correctional market.

Please see the following information on how Order Management and Order Fulfillment is managed by Keefe/Access Securepak.



The Securepak Package Program has two general components of operation—**Order Management** and **Order Fulfillment**.

Keefe will handle the following aspects of order management from our corporate offices in St. Louis, Missouri (all subject to NDCS approval):

- Developing the type of program
- Selecting the menu
- Creating marketing materials
- Enforcing rules and restrictions
- Soliciting and processing orders
- Providing customer service.
- Managing all financial transactions
- Correcting order discrepancies
- Providing research capabilities

Program Type

Keefe will summarize the current program or outline the proposed program if it is the initial venture. Example - The NDCS currently only allows a food program for holidays. Keefe can build the Securepak program around various criteria, including order dollar amount, weight, and frequency, and item and category restrictions. We will adhere to all NDCS rules and regulations.

Menu Selection

Each order cycle, Keefe will submit a menu with prices for NDCS’s review and approval. Keefe will be responsible for any sales tax collection and remittance.

Marketing Materials

After a menu is finalized, and before the program begins, Keefe will submit sample marketing materials for NDCS review and approval. Upon receiving approval, we will produce catalogs, order forms, and posters for distribution throughout the DOC at least two weeks before the new program begins. We will also create a Securepak website—with the web address being nebraskapackages.com.

Order Solicitation/ Order Entry/ Customer Support

Keefe will handle all order solicitation and order entry functions necessary to provide NDCS a secure package program.

Keefe accepts orders via the internet, phone, fax and mail. Our full-service call center is staffed by more than 95 customer service representatives (many English- and Spanish-speaking), who will accept orders from inmates’ family and friends and address customer inquiries. Call center support is available 7:30 a.m. – 11 p.m. CST, Monday through Friday,



and 10 a.m. – 4 p.m. CST on Saturdays. We also offer a chat function to assist customers who shop online.

Keefe will also make available a web browser application to NDCS staff, to give NDCS Staff the ability to enter inmate placed orders paid with inmate funds. This process replaces the need to mail the vendor any completed order forms and allows for real time tracking of all orders placed and the respective dollar total.

Financial Management

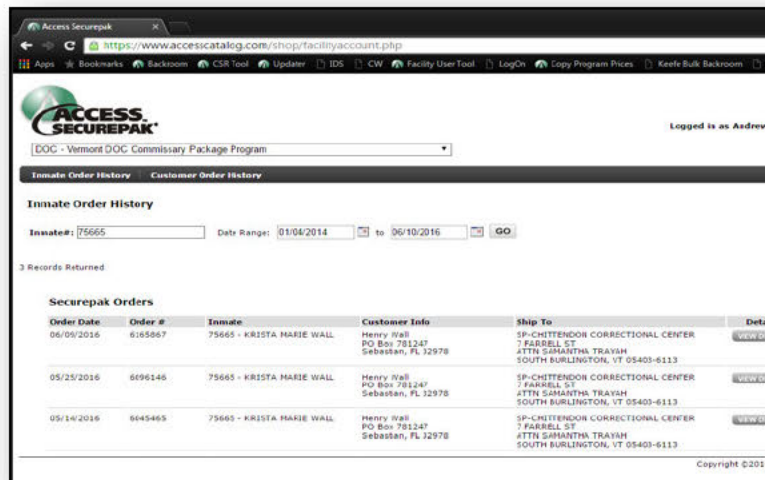
Keefe will provide all financial management services related to the Securepak program, including collecting money from anyone purchasing a package and issuing any refunds owed to a customer.

Order Discrepancies

The facility will be able to report any order errors, such as damage or shortages, by submitting a discrepancy form via mail, fax, or email. Each order includes three copies of the pack slip: one for facility records, one for inmates, and one for reporting any issues with that specific order. Keefe provides self-addressed, postage-paid envelopes for mailing discrepancies; the NDCS can also use an Excel form for reporting discrepancies.

Facility Research Tool

Keefe’s “Facility Research Tool” is a password-protected, user-friendly web application that designated facility staff can use to investigate an inmate’s order history by various criteria, including order date, purchaser and recipient(s). The site also provides a PDF view of the order placed, and its fulfillment status (shipped or pending shipment).



Order Fulfillment

Keefe will fulfill all Securepak orders on-site at the St Louis, Missouri, warehouse. We will be responsible for designing and setting up the production arena, managing inventory,



picking orders, training workers, assigning tasks, managing pick-spot locations, identifying packages after fulfillment and shipping orders. Keefe will utilize a “blind pull” method to ensure that the inmate receiving the package remains anonymous during the order picking and packing process.

Keefe will handle the following order fulfillment components to ensure an efficient and effective secure package program:

Management

Keefe will provide all management personnel and staff to process and fulfill all Securepak orders. We will also determine and maintain inventory needed to ensure a 100% order fill rate.

Keefe has designed an arena layout that ensures an efficient, blind-pull order fulfillment process. The design will cover physical equipment such as carton flow racks, conveyors, tables, pallet racks, and shelving, as well as any electrical and network connections needed.

Equipment

Keefe will provide all computer hardware and peripherals, network connections, and security and warehouse equipment necessary to facilitate a successful Securepak program.

Document Printing – Pick Slips, Package Labels, and Pack Slips

Keefe will manage all printing functions related to generating pick slips each day. Pack slips and bag labels will be generated / printed at the end of the production line, after the order is complete and sealed, by scanning a bar code on the pick slip. Not until this point in the order fulfillment process will the identity of the package recipient be visible.

Production and Delivery

Keefe will coordinate with each NDCS location to ensure Securepak packages arrive as scheduled and are delivered to the inmate population correctly. We will provide a shipping manifest with each delivery to support the package distribution process.

Keefe will ensure that every order is securely packaged to deter contraband, and that all staff are fully trained for any task they are assigned.

- b. Bidder requirements
 - i. Should outline the process for verification via all purchasing methods (other process methods should be outlined in detail).
 - ii. Should provide an implementation timeline in their response.
 - iii. Must meet or exceed the minimum NDCS security and process needs.

 Keefe Response: Keefe has read, understands, and will adhere.



Securepak packages can be placed by any of the following methods:

- Secure Website: **nebraskapackages.com**
- Toll-Free Phone Number: (800) 546-6283
- Fax Number: (866) 754-2813
- Mail: Access Securepak (NE)
10880 Linpage Place
St. Louis, MO 63132

Shoppers can pay via Mastercard, Visa or Discover credit or debit cards, money orders or cashier checks. Our full-service call center is staffed by more than 95 customer service representatives (many English- and Spanish-speaking), who will accept orders from inmates’ family and friends and address customer inquiries. Call center support is available 8:30 a.m. – 12 a.m. EST, Monday through Friday, and 11 a.m. – 5 p.m. EST on Saturdays.

Keefe will provide all financial management services related to the Securepak program, including collecting money from anyone purchasing a package and issuing any refunds owed to a customer.

Keefe will be responsible for all financial transactions between the buyer of the package and Keefe, and will promptly refund any money owed to a buyer.

Upon award of a contract, Keefe will work with NDCS on an implementation plan that best suits both parties and meeting the timeline of the state. A sample plan has been added on the following page for reference.

Task Number	Task Description	Responsible Party	WEEK NUMBER FROM CONTRACT AWARD													
			1	2	3	4	5	6	7	8	9	10	11	12		
1	Meeting between Keefe and NDCS to finalize program information <i>Program timeline and schedule to include delivery period</i> <i>Any marketing materials - order forms, etc.</i> <i>Menu - review and approve any changes from NDCS</i>	Keefe & NDCS	█													
2	Keefe to provide NDCS a shipping schedule	Keefe		█												
3	NDCS to provide date for receipt of paper copies of orders	NDCS			█											
4	Print marketing materials (if applicable), send to NDCS facilities	Keefe				█										
5	NDCS Open Order Period	NDCS					█	█	█	█						
6	Keefe acquires inventory to fulfill orders for NDCS	Keefe						█	█	█						
7	NDCS physical shipment of orders to Keefe for processing	NDCS									█					
8	Keefe receives paper orders and keys them into Keefe system	Keefe										█				
9	Keefe receives labels from NDCS	Keefe & NDCS											█			
10	Keefe fulfills the orders and matches up all labels	Keefe												█		
11	Orders shipped to various NDCS locations	Keefe													█	
12	Delivery of orders to NDCS incarcerated individuals	NDCS														█

- c. Contractor requirements
 - i. Provide a method for purchaser to add the incarcerated individuals name and number to the order(s).
 - ii. Maintain a card association/company payment card industry data security complaint website.



- iii. Be responsible for maintaining PCI DSS Compliance and providing documentation of ongoing compliance annually or as required by the State of Nebraska Treasurer's Office and NDCS.
- iv. Notify NDCS immediately of any data security breach of the Contractor's operated solutions.
- v. Notify NDCS immediately if their company is no longer PCI DSS compliant for any reason.
- vi. May not sell or use cardholder information, including names and addresses, for any other purpose other than those agreed upon in writing with the State of Nebraska Treasurer's Officer and NDCS.
- vii. Keep all information about the incarcerated confidential and to make no disclosure to any third party, except as required by law.
- viii. Give NDCS prompt notice of such disclosure.
- ix. Provide sender identity information to NDCS upon request.
- x. Provide hard copy price lists for incarcerated individual population and pricing for family/friends will be visible on their website.
- xi. Have a method to notify the purchaser if their purchase had been rejected by NDCS due to exceeding the established dollar limit for the incarcerated individual or number of orders.

Keefe Response: Keefe has read, understands, and will adhere.

The Access Securepak platform meets or exceeds all the requirements listed above and will have no problem implementing a Family/Friends/Inmate package program however NDCS wishes to proceed.



SECTION VI – PROPOSAL INSTRUCTIONS

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions: format and order:

Keefe Response: Keefe has read, understands, and will adhere.

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Keefe Response: Keefe has read, understands, and will adhere.

Keefe Commissary Network, LLC DBA Access Securepak
Limited Liability Company organized in the state of Missouri in 1999

Headquarters:

10880 Lin Page Place
St. Louis, MO 63132
314-919-4114

Please see **Attachment B – Certificate of Good Standing** for Keefe's registration to do business in the state of Nebraska.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.



If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist. The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Keefe Response: Keefe has read, understands, and will adhere.

Please see **Financials - Proprietary Information** for Keefe's financial statements. Please note we have marked these as proprietary and uploaded them as a separate file.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

Keefe Response: Keefe has read, understands, and will adhere.

No change in ownership or control is anticipated within the next 12 months.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Keefe Response: Keefe has read, understands, and will adhere.

Please note the below location will be responsible for the performance of this RFP.

Keefe Commissary Network, LLC DBA Access Securepak
13870 Corporate Woods Trail
Bridgeton, MO 63044
314-264-2900

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the



contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Keefe Response: Keefe has read, understands, and will adhere.

Keefe currently has one current contract with the state of Nebraska for canteen items. The contract number is 14779 OC, see attached. The contract began on May 1, 2017 and runs through April 30, 2024.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

Keefe Response: Keefe has read, understands, and will adhere.

No such relationships exist or has existed.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Keefe Response: Keefe has read, understands, and will adhere.



Keefe Commissary Network, LLC DBA Access Securepak has had no contracts defaulted on or terminated in the last 5 years or more.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder's responsibilities,
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Keefe Response: Keefe has read, understands, and will adhere.

Access Securepak does not utilize subcontractors for their package programs.

Please see the following pages for customer references of similar package programs with Access Securepak.



Alabama Department of Corrections

Name: **Tom Seibert, Chief Auditor**
Address: **301 S. Ripley St. Montgomery AL 36130-1501**
Telephone Number: **334.353.5522**
E-Mail Address: **Tom.Seibert@doc.alabama.gov**
Dates of Service: **2015 to present, prior contract from 2004-2009**
Number of Inmates Served: **16,800**
Number of Facilities Served: **27**

- Prime Contractor
- Access Securepak is the sole vendor for a quarterly food and the hygiene/clothing package program.
- Max \$175/inmate and a minimum of \$25 for both the Food and Property programs
- Orders are placed by inmates and family/friends
- Orders are shipped on a consolidated basis
- The Property Program occurs during Quarters 1 and 3
- The Food program occurs during Quarters 2 and 4
- Annual Orders – approximately 26,000

Program Description: Program allows for ordering on a quarterly basis for both the food and property program with each occurring during specific calendar quarter. Keefe provides a suggested menu for AL DOC review. Keefe provides a wide range of products for both male and female menus which consist of approximately 280 food items and 240 hygiene and clothing items. Once menu approval is received Keefe provides all printed marketing materials consisting of catalogs, order forms and posters sent and distributed at the facility by AL DOC staff members. Keefe works with each one of the facility's Wardens to accommodate the best possible dates and times for the delivery of the packages.

Orders are accepted via online, telephone, mail or fax. Acceptable payment methods are – credit / debit cards, money orders, cashier checks or institutional checks. Ordering period for each quarterly food or property program typically runs 30 to 40 days. Shipment of both food and property packages to facilities typically begins approximately 7 days after the ordering period has ended.



South Carolina Department of Corrections

Contact Name: **Dave Sane, Canteen Branch Administrator**
Address: **4420 Broad River Road, Columbia, SC 29210**
Telephone Number: **803.896.1834**
E-Mail Address: **Sane.Dave@doc.sc.gov**
Dates of Service: **2004 to Present**
Number of Inmates Served: **19,000**
Number of Facilities Served: **30**

- Prime Contractor for the Quarterly Program
- Access Securepak is the sole vendor for quarterly package program including food and clothing products
- Orders are fulfilled on-site in partnership with SC Prison Industries
- Food maximum \$200/inmate plus quantity limits on clothing
- Multiple senders can place orders not to exceed the limits
- Consolidate orders for one shipment per facility per quarter
- Orders placed by family/friends or money from an inmate's account
- Annual Orders – approximately 16,000

Project Description: Keefe has been partnering with the South Carolina Department of Corrections (SCDC) since 2004. Keefe was awarded the first solicitation bid in 2004 for a 5 year contract and in 2009, Keefe bid and was awarded the second solicitation for another 5 year contract. Under the direction of SCDC, Keefe provided an Inmate Package Program twice per year with orders fulfilled from our St. Louis location for the (2) five year contracts. In 2014, when the second contract was expiring, SCDC decided to issue the country's first competitively bid RFP to create an Inmate Package Program to be conducted on-site in partnership with SCDC Prison Industries.

The program is conducted on a quarterly basis using a consolidated ordering period and consolidated delivery period. Packages are pulled on-site at the Trenton Correctional Facility in Trenton, SC. Keefe provides 2 full-time Keefe employees on-site to assist the SCDC Prison Industries employee in the Order Fulfillment activities and the management of the 30 inmate workers used for this program. Keefe provides all Order Management from our corporate offices in St. Louis, MO while all Order Fulfillment activities are on-site at the SCDC Trenton, SC facility.

Inmates working for the CI Program receive ongoing job training and coursework provided by Keefe Staff following completion of all orders. The goal of this program is to create on the job training that inmates can use once released to acquire jobs upon their return to society. Some of the skills taught include: Inventory Control and Rotation, Order Processing, Shipping and Receiving, Shipment Labeling and Packaging and a select few receive Forklift Certification.



Virginia Department of Corrections

Name: **Melissa Welch, Operations Support Manager**
Address: P.O. Box 26963, Richmond, VA 23261
Telephone Number: 804.887.8214
E-Mail Address: **Melissa.Welch@vadoc.virginia.gov**
Dates of Service: 9/2002 – Present
Number of Inmates Served: 30,000
Number of Facilities Served: 37

- Prime Contractor for the Quarterly Program
- Access Securepak is the sole vendor for a quarterly package program
- Packages include food items
- Limits are \$125/inmate
- Multiple senders can place orders not to exceed the limits
- Orders are shipped weekly to each facility
- Annual Orders – approximately 33,000

Program Description: The package program allows for ordering on a quarterly basis to include food items only. Keefe provides a suggested menu which VA DOC reviews and either approves or requests that certain items be removed.

Once menu approval is received Keefe then generates printed marketing materials consisting of catalogs, order forms and posters to be sent and distributed at the facility by VA DOC staff members.

Keefe accepts orders from family members, friends or inmates. Orders are accepted via online, telephone, mail or fax. Acceptable payment methods are – credit / debit cards, money orders, cashier checks and institutional checks.



i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

Keefe Response: Keefe has read, understands, and will adhere.

Upon award of the contract, Keefe will arrange a meeting with NDCS to establish the specific menu, order period and delivery periods. Once those parameters have been determined, Keefe will embed those rules, limits, dates, etc. into our software to ensure adherence to all NDCS regulations throughout the process.

The overall Management of the Access Securepak process is handled by the Corporate staff under the direction of Martin Jennen - Vice President. Martin is assisted by Sue Geolat - Program Manager and her team of Program Coordinators and Eric Russell - Senior Director Technical Operations and his Technical Support team members.

Sue Geolat will be the lead person during the design and creation segment of the program and she will assign a Program Coordinator to handle future tasks.

Eric Russell and his team will ensure that all program parameters are correctly identified to ensure adherence to all program regulations, inmate eligibility, dollar limits, etc. These various team members have successfully launched more than 700 package programs encompassing approximately 600 correctional agencies in the United States.



Contract Negotiations:

Personnel: Ken Wright, Joseph Bauer

Contract Oversight:

Personnel: Joseph Bauer

Point of Contact | Daily, Ongoing Account Management:

Personnel: Aaron Sickles

Aaron would communicate any/all issues or concerns to the appropriate Keefe personnel for resolution.

Initial Meeting to Finalize Program Specifics:

- Program Timeline
- Schedule
- Delivery Schedule
- Menu
- Marketing Material

Personnel: Ken Wright, Joseph Bauer, Aaron Sickles, Martin Jennen, Sue Geolat

Inventory:

Initial Procurement

Ongoing Management

Personnel: Sue Geolat, Aaron Sickles

Marketing Materials:

Personnel: Sue Geolat, Eric Russell, Aaron Sickles

Order Form Management:

Personnel: Sue Geolat, Aaron Sickles

Menu/Items Changes:

Personnel: Aaron Sickles, Sue Geolat

Deliveries:

Personnel: Aaron Sickles, Sue Geolat

Technical Operations (automated option):

Personnel: Eric Russell

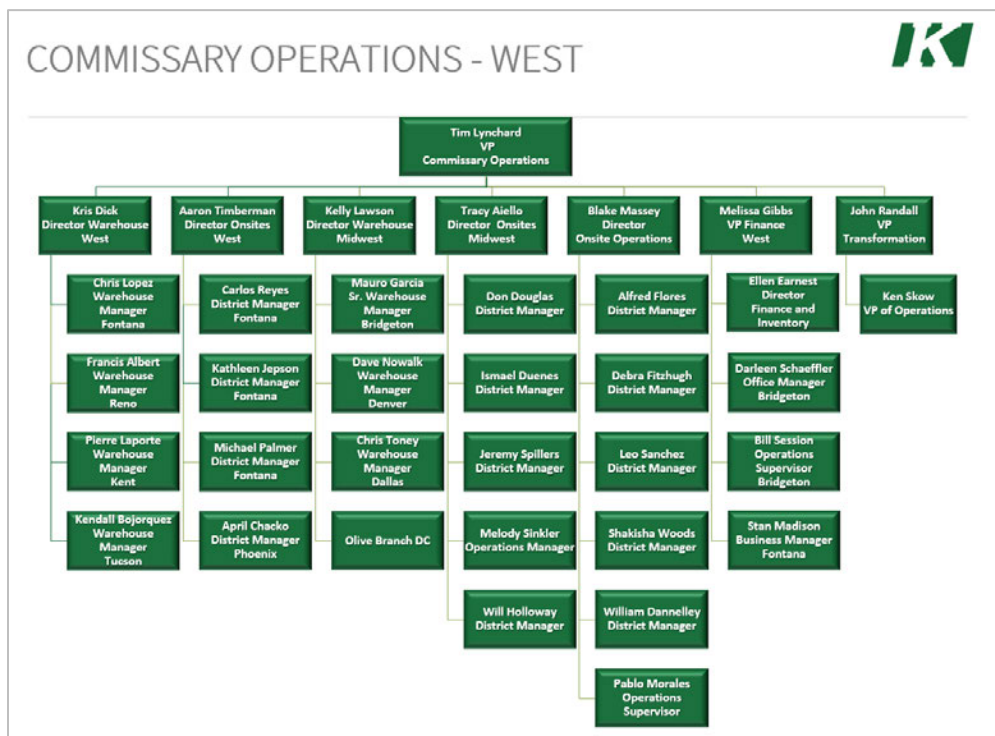
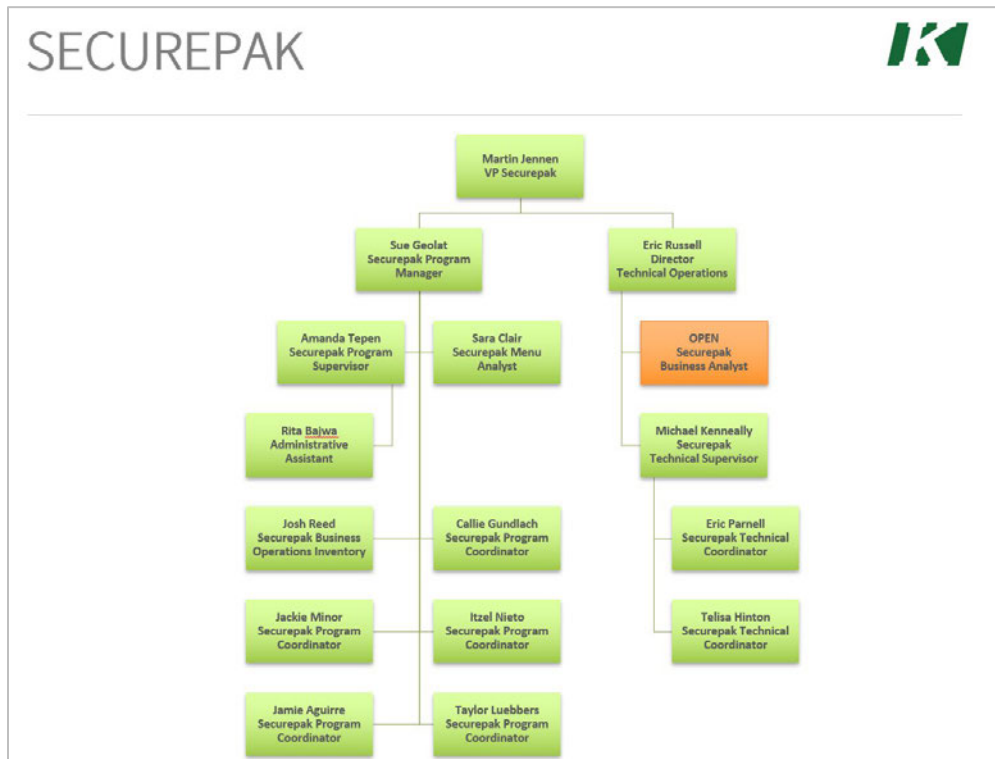
Please see the following organizational charts for the Midwest Region, Operations and Access Securepak.



MIDWEST REGION

ST. LOUIS, MO





In addition, please see the following pages for resumes of Keefe’s personnel/management that will assist with this project.



AARON SICKLES, REGIONAL ACCOUNT MANAGER

314-255-4788 / aaron.sickles@keefegroup.com / 13870 Corporate Woods Trail Bridgeton, MO 63044

SUMMARY

Aaron has developed experience in Sales and as an Account Management since beginning his professional career in 2009 with AT&T Ad Solutions. Over his career he has held Account Management roles in a variety of industries. His experience has equipped him with a diverse set of skills that serve well in the Account Manager role with Keefe.

WORK EXPERIENCE

Regional Account Manager / Keefe Group

2019 – Present

- Works closely with county, state, and federal correctional facilities to maintain existing customer relationships, oversee all facets of Keefe services, develop new customer relationships, and ensure total customer satisfaction.
- Negotiate contract terms, commissions, and item pricing.
- Excellent time management, relationship building, and problem-solving skills.

Director of Sales and Business Development / PLM

2017 – 2019

- Responsibilities included management and negotiations with existing client base, with primary focus being placed on growing my book of business.
- Negotiated commodity purchase pricing based on current market conditions.
- Excellent time management, networking, prospecting, and closing skills.

Key Account Rep / Vival

2014-2016

- Helped business owners find advertising solutions that will bring them new leads and promote their brand. Our products included the CenturyLink Yellow Pages, YP.com, YP.com Mobile, Search Engine Marketing, Websites, Search Engine Optimization, Video Advertising, Online Display Advertising & Facebook Display Advertising, Content Development, and Directory Optimization.
- Persistence in creating new prospects along with excellent negotiation and closing skills.



Media Consultant / AT&T

2009-2014

- Helped business owners find advertising solutions that will bring them new leads and promote their brand. Our products included the AT&T Real Yellow Pages, YP.com, YP.com Mobile, YPClicks Search Engine Marketing, Websites, Direct Mail, Video Advertising, Yahoo Display Advertising & Text Message Marketing.
- Persistence in creating new prospects along with excellent negotiation and closing skills.

REFERENCES

Lisa Graham, MO DOC-Central Purchasing
2729 Plaza Dr, Jefferson City, MO 65102
(573) 526-6611

Debbie Otwell, Douglas County Department of Corrections-Admin Services Manager
710 S 17th St | Omaha, NE 68102
(402) 599-2398

Brad Johnson, Lancaster County Department of Corrections-Director of Corrections
3801 W O St, Lincoln, NE 68528
(402) 441-1900



JOE BAUER, KCN REGIONAL MANAGER

314-791-5631 / jbauer@keefegroup.com / 13870 Corporate Woods Trail Bridgeton, MO 63044

SUMMARY

Joe has spent his entire career with Keefe Group, the majority of which in a KCN Sales position. Joe has been responsible for the Midwest Region oversight of KCN customer service, sales, and marketing operations. Joe has had significant experience in the KCN procedures, operations, and software programs utilized by KCN throughout the Midwest.

Joe will assist in the operational planning, menu creation and oversight of the project to ensure Keefe hits all timelines provided to the County in our proposal. Joe has over twelve years of commissary experience.

WORK EXPERIENCE

KCN Regional Manager / Keefe Group

2019 – Present

- Responsibilities include overseeing all facets of commissary services, improving existing customer relations, assisting the Sales team in meetings and presentations, and ensuring total customer satisfaction.

Account Manager / Keefe Group

2014 – 2019

- Responsible for sales of all Keefe Group business lines to a diverse customer base of correctional facilities in Missouri and Nebraska.
- Developed relationships with decision makers, increased profitability, managed contracts, generated leads, and monitored competitor activity. Provided industry leading customer service by delivering solutions that satisfy the unique needs of each institution.
- Maintained, negotiated, and oversaw contracts averaging 1.5 million in sales monthly.

KCN Account Manager / Keefe Group

2012 – 2014

- Provided support to customers and promoted new business effectively through extensive knowledge of privatized commissary systems.
- Utilized industry knowledge of both Keefe Group's and competitor's capabilities to aid in the RFP process, and to stay current with industry trends and the overall corrections environment.
- Helped increase the profitability of accounts



- Applied speaking and communication skills to demonstrate Keefe’s technology to groups such as County Boards and Correctional staff members.

Project Coordinator / Keefe Group

2012 – 2012

- Used knowledge of all software and hardware to setup new customer accounts, upgrade existing accounts, and provide ongoing training and support.
- Used face time with the customer to portray a positive image of Keefe Group as a company.

Technical Coordinator / Keefe Group

2011 – 2012

- Used communication and customer service skills effectively in assisting customers daily. Gained strong knowledge of KCN software and hardware functions, allowing for future success in a sales role.

EDUCATION

Bachelor of Science

2010 / University of Missouri

REFERENCES

Kallan Carr, Marion County Sheriff’s Office - Chief Financial Officer

695 Justice Way, Indianapolis, IN 46203

(317) 327-3281

Debbie Otwell, Douglas County Dept of Corrections - Admin Services Manager

710 S 17th St, Omaha, NE 68102

(402) 599-2398

Brad Johnson, Lancaster County Department of Corrections – Director of Corrections

3801 W O St, Lincoln, NE 68528

(402) 441-1902



KENNETH WRIGHT, VICE PRESIDENT OF SALES

440-759-6134 / kwright@keefegroup.com / 13870 Corporate Woods Trail Bridgeton, MO 63044

SUMMARY

Resourceful and diverse revenue producer with vast skills and abilities that span more than two decades in sales and sales management. Expert skills establishing long-term, lucrative relationships, comprehensive product knowledge, and superior client services.

Articulate communicator with the ability to pursue initiatives that capitalize on strengths and opportunities while building strong relationships at all levels within government entities.

Excel in the management and mentoring of others with a collaborative approach that fosters a culture of accountability to attain and surpass short- and long-term goals.

WORK EXPERIENCE

Vice President of Sales – Midwest Region / Keefe Group

2013 – Present

- Manage and mentor a team of eight sales professionals offering seven different product lines across the corrections market. The lines are offered to our customer base which include county, state and federal customers with revenues over \$200M. Responsible for key relationships and meet regularly with government entities at all levels to discuss needs/solutions, conflict resolution, and actively engaged in contract negotiations.

KEY ACHIEVEMENTS:

- Awarded exclusive statewide inmate commissary contract for the New Mexico Corrections Department in 2013 and was re-awarded a new six-year exclusive contract in 2017. This was accomplished by developing vital C-level relationships to best position Keefe for the award and negotiating all contract terms post award. Also, mentored an Account Manager to assume the sales territory and develop relationships which resulted in the second award in 2017.

Regional Sales Manager / Keefe Group

2012 – 2013

- Managed all aspects of sales to the states of CO, NM, WY and MT. Responsible for growth at new accounts as well as current customers. Established and maintained relationships with key people throughout the territory. Additionally, oversaw the management of Keefe's 35K square foot distribution center in Denver, CO.



KEY ACHIEVEMENTS:

- Sales in Colorado were increased 6.5% from 2012-2013. This increase was achieved by developing contacts at all levels and through product mix examination and maintaining price integrity.
- Sales in New Mexico were increased 16% and profit dollars up 24% from 2012-2013. The increases were achieved by visiting the various institutions, developing relationships at each institution and delivering a superior level of service.
- Gross Profit % was increased by over 3 points combined to the Federal prisons for the period of 2012-2013. This goal was attained by establishing relationships at each facility and through new product sales and establishing a pricing strategy with each institution.

Account Manager / Keefe Group

1999 – 2012

- Responsible for all sales aspects of the states of MI and WV. Served as the main contact for Keefe for all local, state and federal agencies in the territory. Managed all RFP/Bids and heavily involved in all contract negotiations. Provided superior customer service to Keefe's clients.

KEY ACHIEVEMENTS:

- Won the exclusive provider RFP for the Michigan DOC in 2009. I was able, through years of networking, to establish the key relationships throughout the DOC and through pre-RFP selling which best positioned Keefe for the RFP.
- Increased Keefe's state prison business in MI from \$7M in 1999 to \$20M in 2012. Profit margins were also up 10 percentage points. This was accomplished by establishing new relationships and strengthening existing relationships. Also, a tireless dedication to the highest level of customer service was also employed each and every day.
- Awarded a \$5M annual family package program by the state of Michigan without going to RFP. This award was achieved through cross selling and utilizing the same relationships established when awarded the statewide contract in 2009.

EDUCATION

Bachelor of Arts in Business Administration

1996 / Baldwin-Wallace University



REFERENCES

Justin Opfer, Iowa Prison Industries - Plant Manager
420 Mill Street SW, Mitchellville IA 50169
(515) 725-5313

Lisa Graham, Missouri DOC, Purchasing - Procurement Specialist
PO Box 236, 2729 Plaza Drive, Jefferson City, MO 65102
(573) 526-6611

Carol Wilson, Michigan Department of Corrections - Regional Business Administrator (Retired)
4000 Cooper Street, Jackson, MI 49201
(517) 581-8416



MARTIN JENNEN, VICE PRESIDENT

314-919-4114 / mjennen@keefegroup.com / 10880 Lin Page Place, St. Louis, MO 63132-1008

SUMMARY

Martin joined the Keefe Group as the Vice President of Access Securepak after selling his company - American Commissary Supply to the Keefe Group in 2007. Martin is responsible for all profit and loss activities of Access Securepak. He also oversees all sales, forecasting, software development, program start-ups and financial reporting related to Access Securepak.

Martin has spent the past 30 years in executive roles servicing the correctional industry and has been personally involved in the successful launch of almost 20 statewide Department of Correction inmate package programs.

WORK EXPERIENCE

Vice President / Keefe Group

2007 – Present

- Joined Keefe Group in 2007 as Vice President – Access Securepak.
- oversees all sales, forecasting, software development, program start-ups and financial reporting related to Access Securepak.
- Family / Friends Package Program total revenue have increased almost 500% since 2007.
- Oversee over 600 package programs (State DOC and County) within the United States.

CEO – American Commissary Supply – US, Inc.

1998 - 2007

- Pioneer in the growth of Family / Friends package programs though out the correctional industry.
- Successfully started Family / Friends package programs with TN DOC, AR DOC, VA DOC, WV DOC, AL DOC, MS DOC and OK DOC.
- Sold company to Keefe in 2007.

General Manager – Joe Paulk Company

1991 - 1998

- Joe Paulk Company was a small wholesale company based out of Arkansas that serviced the convenience store industry and correctional markets in AR, OK and TN.
- Acquired Joe Paulk Company in 1998 and later changed the name to American Commissary Supply – US, Inc. and exited the convenience store market to concentrate solely on the correctional market.



Technical Buyer – Sanden International

1989-1991

- Sanden is a Japanese owned business in the Dallas, TX area and manufactures automotive air conditioning compressors.
- Job responsibilities included vendor development, cost reduction initiatives, adherence to budget and price negotiations.

Purchasing Agent – Campbell Soup Company

1983-1989

- Job was located at Paris, TX - a canned food manufacturing facility.
- While still located at the Paris plant, assumed all purchasing responsibilities for the Campbell Soup frozen food plant located in Fayetteville, AR.
- Job responsibilities included vendor development, cost reduction initiatives, adherence to budget and price negotiations.

EDUCATION

Bachelor of Science

Majors in Business Administration and Economics/Finance

1983 with Honors / Arkansas Tech University

REFERENCES

Tom Seibert, Alabama Department of Corrections - Chief Auditor
301 S. Ripley St. Montgomery AL 36130-1501
(334) 353-5522

Dave Sane, South Carolina Department of Corrections - Canteen Branch Administrator
4420 Broad River Road, Columbia, SC 29210
(803) 896-1834

Melissa Welch, Virginia Department of Corrections - Operations Support Manager
P.O. Box 26963, Richmond, VA 23261
(804) 887-8214



SUE GEOLAT, PROGRAM MANAGER

314-919-4166 / sgeolat@keefegroup.com / 10880 Lin Page Place, St. Louis, MO 63132

SUMMARY

Sue has spent the past 29 years in various roles servicing the correctional industry and has been actively involved in the successful launch of over 20 statewide Department of Correction inmate package programs.

WORK EXPERIENCE

Program Manager / Access Securepak - Keefe Group

2004 – Present

- Oversees all sales, forecasting, production, transportation, and customer satisfaction related to Access Securepak.
- Dedicated manager leading teams and overseeing sales.

Vice President of Sales / Access Catalog Company - Keefe Group

1991 – 2004

- A nationwide supplier to the correctional industry specializing in inmate package programs and commissary sales, Sue was responsible for sales, forecasting, and marketing.

Sales Representative / Enterprise Cellular

1990 - 1991

- St. Louis metropolitan area retail business for mobile phone technology and equipment, Sue was responsible for sales and customer satisfaction.

Branch Manager / Enterprise Rent-A-Car

1988 - 1990

- Largest transportation solutions provider for car rentals and sales servicing over 30 countries and more than 7200 locations, Sue was responsible for managing the fleet, sales, marketing, and day-to-day operations of branch office in the St. Louis metropolitan area.
-

EDUCATION

Bachelor of Science - Finance

1988 / Southern Illinois University



REFERENCES

Tom Seibert, Alabama Department of Corrections - Chief Auditor
301 S. Ripley St. Montgomery AL 36130-1501
(334) 353-5522

Dave Sane, South Carolina Department of Corrections - Canteen Branch Administrator
4420 Broad River Road, Columbia, SC 29210
(803) 896-1834

Melissa Welch, Virginia Department of Corrections - Operations Support Manager
P.O. Box 26963, Richmond, VA 23261
(804) 887-8214



ERIC RUSSELL, *DIRECTOR OF OPERATIONS*

314-301-3319 / erussell@keefegroup.com / 10880 Lin Page Place, St. Louis, MO 63132

SUMMARY

Eric has spent the past 16 years in various roles servicing the correctional industry and has been actively involved in the successful launch of over 30 statewide Department of Correction inmate package programs as well as over 840 county jails.

WORK EXPERIENCE

Director of Operations / Access Securepak - Keefe Group

2016 – Present

- Oversees the technical operations of Securepak, ensuring that all program rules, restrictions, limits, menu selections, pricing, etc. provided by Sue Geolat are supported by our software and adhered to appropriately via our ordering websites.
- Directs our E-Commerce team with regard to any new software development necessary to support program rules that NH DOC has now or may have in the future.
- Engaged in both the implementation phase and ongoing program support for the life of this project.

Technical Operations Manager / Access Securepak - Keefe Group

2011 – 2016

- Liaison between Account Managers and Technology personnel.
- Business resource to our customers regarding technology concepts.
- Worked closely with Centric E-Commerce department and Oracle team for enhancements.

Website Production Supervisor / Access Securepak - Keefe Group

2008 - 2011

- Responsible for the Securepak Technical Coordinators and ensuring the accurate display of information and products on company websites and programs.
- Maintained assigned backroom website administration and maintenance functions.
- Worked closely with Securepak Coordinators and the Technical Team.



Website Technical Support / Access Securepak - Keefe Group

2004-2008

- Responsible for ensuring the accurate display of information and products on company websites and programs.
- Maintained assigned backroom website administration and maintenance functions.
- Worked closely with Securepak Coordinators.

EDUCATION

Associate – Graphic Design

2002 / Hickey College

Associate - Arts and Science

2000 / St. Louis Community College

REFERENCES

Tom Seibert, Alabama Department of Corrections - Chief Auditor
301 S. Ripley St. Montgomery AL 36130-1501
(334) 353-5522

Dave Sane, South Carolina Department of Corrections - Canteen Branch Administrator
4420 Broad River Road, Columbia, SC 29210
(803) 896-1834

Melissa Welch, Virginia Department of Corrections - Operations Support Manager
P.O. Box 26963, Richmond, VA 23261
(804) 887-8214



j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s),
- ii. specific tasks for each subcontractor(s),
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

Keefe Response: Keefe has read, understands, and will adhere.

Access Securepak does not utilize subcontractors for their package programs.

2. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

- i. Understanding of the project requirements;

Keefe Response: Keefe has read, understands, and will adhere.

Keefe's proposal supports NDCS's current ordering process as well as satisfying NDCS' interest in automating the Holiday Food Gift Plan.

Keefe is the most experienced and knowledgeable provider of the services requested per this RFP and has read the RFP and understands and can adhere to NDCS's requirements for this Holiday Food Gift Program. The total scope of a package program occurs within two distinct process flows – Order Management and Order Fulfillment, as described herein.

Keefe package programs are solely designed to support correctional systems. We are not a retail company trying to sell retail products and services into a correctional setting. Keefe provides products that have been created or vetted for sale into a correctional facility.

2023 Holiday Package Program

Program Type

Keefe agrees to adhere to all RFP 116783 O3 requirements and understands NDCS is requesting a Holiday Food Gift program once per year, allowing each inmate up to two (2) packages, not to exceed the pre-approved order total set by NDCS.

Menu Selection, Fees and Sales Tax

Keefe will propose and send a menu before each order cycle to NDCS for review and approval. Any new item or price change will be submitted per NDCS requirements.

Keefe can sell kits or single items (allows buyer to build their own kit) or both on the same program. Keefe is not limited to a single method.



Our ability to provide a menu that meets NDCS needs with regard to consumer acceptance, correctional security concerns and overall value is why we are the market leader in package programs to the correctional industry.

Should NDCS choose to go with Keefe's Optional Future Processing and allow Keefe to automate the processes, Keefe can expand the selection of products offered or control the package program based on other criteria such as delivery methods, products, weight, order frequency, quantity per item or quantity per category. In addition, as stated in the RFP – ***no shipping and handling fee will be charged.***

Keefe will be responsible for all sales tax collection and remittance as required by Nebraska Department of Revenue.

Marketing Materials

Upon NDCS menu approval, Keefe will work with NDCS to create order forms and/or marketing materials upon request. If NDCS chooses to use their own forms, Keefe will process the orders provided.

Workflow

Keefe agrees that NDCS will accept and process all orders and payments from inmates and family/friends for items ordered, for delivery to the inmates between the mutually agreed upon opening and closing dates.

NDCS will send to Keefe a summary order list as well as labels including the incarcerated individual Name, individual number, facility, and housing location, and pack slips for Keefe's use to package all items for a specific inmate into one shippable package. Keefe will attach the supplied label and pack slip to each package to aid in distribution, inspection and receipt by the inmate.

Keefe will segregate all the orders for a specific facility by housing assignment (assuming NDCS provides that level of detail in the information supplied to Keefe) to aid in package distribution to the inmate.

Keefe agrees to supply all the items/kits (adhering to the requirements stated under *PRODUCT REQUIREMENTS AND RESTRICTIONS* and *GIFT PACKAGE SECURITY REQUIREMENTS*) at the prices submitted via the Cost Proposal document, packaged in a clear perforated poly bag individually labeled for the specific inmate that products were ordered for.

Keefe agrees to invoice each NDCS facility for the total items shipped to each facility after final shipment has been made.



Keefe agrees to pay NDCS an Administrative Fee equal to the percentage submitted via the Cost Proposal document on the final Net Sales for the Holiday Food Gift Program.

ii. Proposed development approach;

Keefe Response: Keefe has read, understands, and will adhere.

OPTIONAL FUTURE PROCESSING

Keefe's proposal includes the following management services option to satisfy NDCS' in automating the Holiday Food Gift Plan.

Keefe offers via its Access Securepak platform a complete online process today that accepts and ships over 1.7 million packages on an annual basis to over 600 Correctional Agencies (State, City and County). These orders were placed by family/friends or via the inmate themselves using various web applications that Access Securepak has created to service the correctional market.

Please see the following information on how Order Management and Order Fulfillment is managed by Keefe/Access Securepak.

The Securepak Package Program has two general components of operation—**Order Management** and **Order Fulfillment**.

Keefe will handle the following aspects of order management from our corporate offices in St. Louis, Missouri (all subject to NDCS approval):

- Developing the type of program
- Selecting the menu
- Creating marketing materials
- Enforcing rules and restrictions
- Soliciting and processing orders
- Providing customer service.
- Managing all financial transactions
- Correcting order discrepancies
- Providing research capabilities

Program Type

Keefe will summarize the current program or outline the proposed program if it is the initial venture. Example - The NDCS currently only allows a food program for holidays. Keefe can build the Securepak program around various criteria, including order dollar amount, weight, and frequency, and item and category restrictions. We will adhere to all NDCS rules and regulations.



Menu Selection

Each order cycle, Keefe will submit a menu with prices for NDCS’s review and approval. Keefe will be responsible for any sales tax collection and remittance.

Marketing Materials

After a menu is finalized, and before the program begins, Keefe will submit sample marketing materials for NDCS review and approval. Upon receiving approval, we will produce catalogs, order forms, and posters for distribution throughout the DOC at least two weeks before the new program begins. We will also create a Securepak website—with the web address being nebraskapackages.com.

Order Solicitation/ Order Entry/ Customer Support

Keefe will handle all order solicitation and order entry functions necessary to provide NDCS a secure package program.

Keefe accepts orders via the internet, phone, fax and mail. Our full-service call center is staffed by more than 95 customer service representatives (many English- and Spanish-speaking), who will accept orders from inmates’ family and friends and address customer inquiries. Call center support is available 7:30 a.m. – 11 p.m. CST, Monday through Friday, and 10 a.m. – 4 p.m. CST on Saturdays. We also offer a chat function to assist customers who shop online.

Keefe will also make available a web browser application to NDCS staff, to give NDCS Staff the ability to enter inmate placed orders paid with inmate funds. This process replaces the need to mail the vendor any competed order forms and allows for real time tracking of all orders placed and the respective dollar total.

Financial Management

Keefe will provide all financial management services related to the Securepak program, including collecting money from anyone purchasing a package and issuing any refunds owed to a customer.

Order Discrepancies

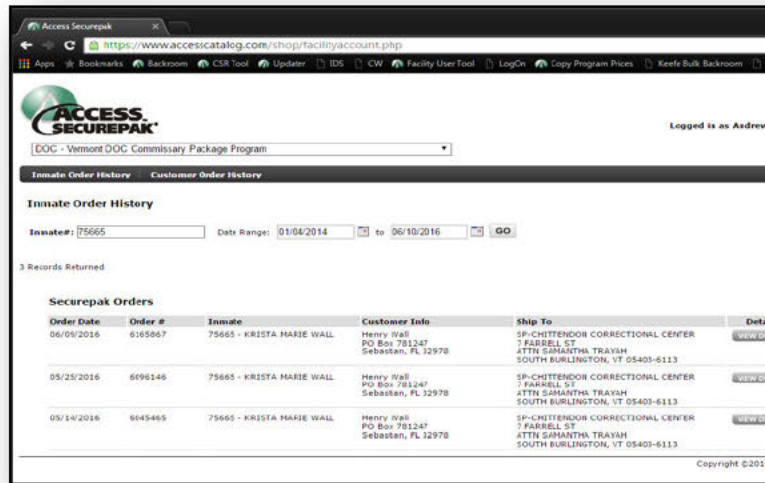
The facility will be able to report any order errors, such as damage or shortages, by submitting a discrepancy form via mail, fax, or email. Each order includes three copies of the pack slip: one for facility records, one for inmates, and one for reporting any issues with that specific order. Keefe provides self-addressed, postage-paid envelopes for mailing discrepancies; the NDCS can also use an Excel form for reporting discrepancies.

Facility Research Tool

Keefe’s “Facility Research Tool” is a password-protected, user-friendly web application that designated facility staff can use to investigate an inmate’s order history by various criteria,



including order date, purchaser and recipient(s). The site also provides a PDF view of the order placed, and its fulfillment status (shipped or pending shipment).



Order Fulfillment

Keefe will fulfill all Securepak orders on-site at the St Louis, Missouri, warehouse. We will be responsible for designing and setting up the production arena, managing inventory, picking orders, training workers, assigning tasks, managing pick-spot locations, identifying packages after fulfillment and shipping orders. Keefe will utilize a “blind pull” method to ensure that the inmate receiving the package remains anonymous during the order picking and packing process.

Keefe will handle the following order fulfillment components to ensure an efficient and effective secure package program:

Management

Keefe will provide all management personnel and staff to process and fulfill all Securepak orders. We will also determine and maintain inventory needed to ensure a 100% order fill rate.

Keefe has designed an arena layout that ensures an efficient, blind-pull order fulfillment process. The design will cover physical equipment such as carton flow racks, conveyors, tables, pallet racks, and shelving, as well as any electrical and network connections needed.

Equipment

Keefe will provide all computer hardware and peripherals, network connections, and security and warehouse equipment necessary to facilitate a successful Securepak program.



Document Printing – Pick Slips, Package Labels, and Pack Slips

Keefe will manage all printing functions related to generating pick slips each day. Pack slips and bag labels will be generated / printed at the end of the production line, after the order is complete and sealed, by scanning a bar code on the pick slip. Not until this point in the order fulfillment process will the identity of the package recipient be visible.

Sample Pick Slip:

SecurePak Pick Slip - Internal 03/14/18 Page 1 of 1
08:32:26 AM
Order # Date
8889929 10/03/17

320-7269343-A

Sub Allowed : N
Whse : 320
Carrier :
Customer # : 22140(75959)
Schd Ship Dt: 11/06/17
Batch # : FL_11172017_161248_96824

APALACHEE CORR INSTI EAST
35 APALACHEE DR
SNEADS FL 32460-4166

Housing : N-1-109
Program : 10573 FL DOC Fall/Winter 2017 Food/Property Program

PICK #	QTY	QTYCHK	U/M	ITEM #	DESCRIPTION	SIZE	COLOR
SubInventory: SAS							
Bay # 1							
17	6	---	EA	4397	FISH STK HT SAUCE 3.53OZ	3.53 OZ	
	1	---	BX	80000108	AUSTIN P BUTTER/JELLY		
	1	---	BX	80000114	AUSTIN PB CHEESE		
	1	---	BX	80000116	AUSTIN CRACKERS - CHEESE		
	4	---	EA	10446	FRITOS CHILI CHZ 2 OZ	2 OZ	
	10	---	EA	1347	RAMEN-LIME SHRIMP W/HAB		
	1	---	EA	20211	POKER PLAYING CARDS		
	1	---	EA	20215	PINOCHLE CARDS		
	2	---	EA	22096	COCOA BUTTER SOAP 5OZ	5 OZ	
	2	---	EA	383	HOT PICKLE 9.6 OZ	9.6 OZ	
	4	---	EA	4317	LIGHT TUNA/WATR 4.23 OZ	4.23 OZ	
	4	---	EA	6072	CHOC CHIP COOKIES 6 OZ	6 OZ	
	5	---	EA	80003008	WHOLE SHABANG 6 OZ SNACK	6 OZ	
	6	---	EA	9703	MACKERREL SRIRACHA 3.53OZ	3.53 OZ	
Total Unique Items --> 14							
Total Package Weight (lbs): 15.08							

SPECIAL INSTRUCTIONS:
 FILLED BY _____ COUNTED BY _____ PACKAGED BY _____

Page 1 of 1



Sample Packing Slip:

1601 NEW TOWN BLVD
 SAINT CHARLES, MO 63301
 1-800-546-6283

Packing Slip



Package Id

Batch Id

Delivery Id

Page 1 of 2



320-7269343-A

FL11172017_101248_96834



320-7131326-A

20180314
 081142

Deliver To: Order #: 8889929 By Ref#: Order Date: 10/03/2017 Ordered By: maggie capel Paid By: margaret capel

PAUL LANGLER 165603
 APALACHE CORR INSTI EAST
 35 APALACHE DR
 SHEARS, FL, 32480-4188
 HOUSING: N-1-109

Sub Allowed	Whse	Carrier	Sold Ship Date	Customer #	PEG Weight	Program
	320		11/06/2017	22140 (75950)	15.0775 lbs	FL DOC Fall/Winter Food/Property Program 10573

QTY ORD	QTY SHP	LT	ITEM #	U/M	DESCRIPTION	SIEM	COLOR	UNIT PRICE	EXT PRICE
4	4		10446	EA	Fritos Chili Che 2 OZ	2 OZ		0.85	3.40
10	10		1347	EA	RAMEN-LIME SHRIMP W/HAB			0.58	5.80
1	1		20211	EA	POKER PLAYING CARDS			2.50	2.50
1	1		20215	EA	FIDOCHLE CARDS			2.50	2.50
2	2		22699	EA	COCOA BUTTER SOAP	5 OZ		0.77	1.54
2	2		383	EA	HOT PICKLE 9.6 OZ	9.6 OZ		1.15	2.30
4	4		4317	EA	LIGHT TUNA/WATE 4.23 OZ	4.23 OZ		1.97	7.88
6	6		4397	EA	FISH STE HT SAUCE 3.53OZ	3.53 OZ		1.30	7.80
4	4		6072	EA	CHOC CHIP COOKIES 6 OZ	6 OZ		1.10	4.40
1	1		80000108	BT	AUSTIN P BUTTER/JELLY			3.90	3.90
1	1		80000114	BT	AUSTIN PB CHEESE			3.90	3.90
1	1		80000118	BT	AUSTIN CHICKEN - CHEESE			3.90	3.90
5	5		80001008	EA	WHOLE SHRANG 6 OZ SNACK	6 OZ		2.55	12.75
6	6		9763	EA	MACERBEL SRIRACHA 3.53OZ	3.53 OZ		1.15	8.10
Section Total									270.67

This package must be signed at the time of receipt with any shortages or damages noted at time on this packing slip. All refunds will be sent to sender of package.

Sub Total	\$70.67
Processing Fee	\$4.95
Sales Tax	\$0.87
Discount-Promo	\$0.00
Order Total	\$76.49
Amount Received	\$76.49
Discount-Shortage	\$0.00
Refund Due	\$0.00

RECEIVED BY _____ DATE _____

STAFF - REPORT ALL DISCREPANCIES BELOW AND RETURN TO ACCESS SECUREPAK.

ITEM# ISSUE (CIRCLE) QTY ACTION (CIRCLE)
 _____ SHORT OR DAMAGED _____ REFUND OR REPLACE
 _____ SHORT OR DAMAGED _____ REFUND OR REPLACE

Line Type (LT) NA=Not Available C=Substituted E=Kit C=Kit Component BB=Backorder BS=Backorder Ship



Sample Package Label:

Access Securepak
Custom Package Program

7269343

FL 165603
PAUL ~ ~ LANGLER

SP – APALACHEE CORR
INSTITUTE EAST

102
N ~ 1 ~ 109



320 – 7269343 – A

Reason for Return:

Inmate Not Eligible Inmate Refusal
 Inmate Released Inmate Moved

Reason for Transfer to New Facility:

Inmate Moved

Solution:

Send Replacement Package Inmate Moved
 Reship to New Location – List Facility Below:

Comments _____

Date _____ Signature _____

Use this Address to Return to:

Access Securepak
3501 New Town Blvd.
Saint Charles, MO 63301

Production and Delivery

Keefe will coordinate with each NDCS location to ensure Securepak packages arrive as scheduled and are delivered to the inmate population correctly. We will provide a shipping manifest with each delivery to support the package distribution process.

Keefe will ensure that every order is securely packaged to deter contraband, and that all staff are fully trained for any task they are assigned.

Shipping Manifest

A document that lists all packages for a specific facility and the specific pallet that a package may be found on. All packages are listed and displayed in either last name sequence, inmate ID sequence or package ID sequence – the choice is made by the facility. The most common method is to display the list in last name sequence.



Sample Shipping Manifest

Access Securepak
 Customer Manifest
 State : SC
 Customer Alt ID : 50
 Customer : 21056 73813 TURBEVILLE CORRECTIONAL INSTITUTION
 Program : 9357 South Carolina DOC Fall 2014 Package Program

Page 1 of 5
 11/7/2014 12:20:24 PM
 Delivery : 305-1429841-A

Inmate #	Inmate Name	Housing Assignment	Pkg Id	Cntr	Cust Rcvd	Inmt Rcvd	Pkg Not Fnd
342575	SCOTT, ANTWON AKHEEM	TA-0110T~	1626436	1429840			
348995	MYERS, JOSEF RANDALL	TA-0239T~	1626437	1429841			
352377	ADAMS, CEDRIC	TA-0118T~	1626438	1429840			
342636	EDWARDS, QUINTAE DAYRELLE	SB-0153T~	1626442	1431897			
293800	MURRAY, TIMOTHY TYRONE	SA-0226B~	1626450	1431897			
Y359272	ARMSTEAD, DERIEST	EA-0211B~	1626454	1431874			
277400	MEGGS, JR., JIMMY D.	SA-0111T~	1626455	1431892			
347187	THOMPSON, DEON D	TA-0224B~	1626462	1429841			
Y350294	MADDISON III, JAMES THOMAS	EB-0185T~	1626467	1431876			
Y359951	LAWSON, MICHAEL DENNIS RA	EA-0202AT~	1626469	1431874			
348128	WILLIAMS, KEITH O	TA-0216T~	1626470	1429839			
161563	BETHEA, ERIC T.	TA-0123T~	1626478	1429840			
281906	SMITH, REGINALD T.	TA-0128T~	1626479	1429840			
314804	HAYNES, KALIEF	TA-0110B~	1626480	1429840			
Y353107	SIMMONS, DEANDRE HAKEEM	EA-0118T~	1626482	1431874			
240638	TEMPLE, DAN LAVON	TA-0129T~	1626483	1429838			
358787	HOWARD, TRAVIS MONIC	TA-0126B~	1626485	1429841			
344762	STEWART, DAVID ANTHONY	TA-0111B~	1626486	1429840			
Y360880	BYRD, WILLIE	RD-0142B~	1626488	1431878			
Y358173	FOGLE, QUINNSHAUN LARNEL	EA-0104AB~	1626490	1431872			
354238	MCCOLLARS, ROGERS	TA-0203AB~	1626493	1429839			
257389	SANDERS, THOMAS LEROY	INF-0111A~	1626494	1431878			
Y349258	WHALEY, JR, JAMES ALBERT	EA-0132B~	1626496	1431874			
288671	BUTTS, DONNIE RAY	TB-0152B~	1626498	1429842			
320091	COOK, CLIFTON	TA-0225T~	1626501	1429841			
137226	CHESTNUT, HERB	SA-0109B~	1626504	1431891			
Y357749	STANLEY, ANTWUAN THOMAS	RD-0145B~	1626506	1431878			
286240	MORGAN, TORRE	TA-0208B~	1626507	1429839			
358819	WHITEHEAD, HEATH A	TA-0233T~	1626508	1429842			
248024	LOWERY, TERRY	TA-0107B~	1626511	1429839			
Y359408	WILSON, KAMIL HENRY	EA-0110T~	1626512	1431873			
273956	STALEY, JOHN L.	SA-0111B~	1626515	1431892			
Y359776	ALMEIDA, AUSTEN	EA-0203AT~	1626519	1431873			
Y356725	ABRAM, RONNIE D	RD-0140B~	1626520	1431878			
Y348931	TAYLOR, WESLEY CHRISTOPH	EB-0297T~	1626524	1431876			
Y332379	CLIFFORD II, WILLIAM JOSEPH	EB-0182T~	1626525	1431874			
316047	MILLER, JAMES R	TA-0126T~	1626526	1429840			
Y340654	EDDERSON, BRYANT	EB-0252AT~	1626530	1431875			
Y326086	JOHNSON, TERRANCE	EB-0275B~	1626532	1431876			

iii. Technical considerations;

Keefe Response: Keefe has read, understands, and will adhere with all timeline components, limits per inmate and security considerations at the request of NDCS.

iv. Detailed project work plan; and

Keefe Response: Keefe has read, understands, and will adhere.



Upon award of a contract, Keefe will work with NDCS on an implementation plan that best suits both parties and meeting the timeline of the state. A sample plan has been added on the following page for reference.

Task Number	Task Description	Responsible Party	WEEK NUMBER FROM CONTRACT AWARD													
			1	2	3	4	5	6	7	8	9	10	11	12		
1	Meeting between Keefe and NDCS to finalize program information	Keefe & NDCS	█													
	Program timeline and schedule to include delivery period		█													
	Any marketing materials - order forms, etc.		█													
	Menu - review and approve any changes from NDCS		█													
2	Keefe to provide NDCS a shipping schedule	Keefe		█												
3	NDCS to provide date for receipt of paper copies of orders	NDCS		█												
4	Print marketing materials (if applicable), send to NDCS facilities	Keefe			█											
5	NDCS Open Order Period	NDCS				█										
6	Keefe acquires inventory to fulfill orders for NDCS	Keefe				█										
7	NDCS physical shipment of orders to Keefe for processing	NDCS					█									
8	Keefe receives paper orders and keys them into Keefe system	Keefe										█				
9	Keefe receives labels from NDCS	Keefe & NDCS											█			
10	Keefe fulfills the orders and matches up all labels	Keefe												█		
11	Orders shipped to various NDCS locations	Keefe													█	
12	Delivery of orders to NDCS incarcerated individuals	NDCS														█

v. Deliverables and due dates.

Keefe Response: Keefe has read, understands, and will adhere with all deliverables and due dates as noted in RFP # 116783 O3.

Keefe **meets and/or exceeds** all written RFP requirements provided and looks forward to beginning a partnership with NDCS through this opportunity, while sharing the common goal of providing outstanding products and services to the inmates, their family members and friends. Keefe can provide NDCS a system that will support the Holiday Food Gift Program as well as any other program, that NDCS may wish to implement in the future regardless of the type of items to be sold.

Keefe welcomes the opportunity to demonstrate our ability and work with NDCS.



ATTACHMENT A - FORMS

Please see the following pages for the required forms requested in this RFP.

- *Form A - Bidder's Proposal Point of Contact*
- *NDCS Supplemental Contract Information*
- *RFP for Contractual Services Form*

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 116783 O3

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Keefe Commissary Network, LLC DBA Access Securepak
Bidder Address:	13870 Corporate Woods Trail / Bridgeton, MO 63044
Contact Person & Title:	Aaron Sickles, Account Manager
E-mail Address:	aaron.sickles@keefegroup.com
Telephone Number (Office):	314-264-2900
Telephone Number (Cellular):	314-255-4788
Fax Number:	314-264-2901

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Keefe Commissary Network, LLC DBA Access Securepak
Bidder Address:	13870 Corporate Woods Trail / Bridgeton, MO 63044
Contact Person & Title:	Aaron Sickles, Account Manager
E-mail Address:	aaron.sickles@keefegroup.com
Telephone Number (Office):	314-264-2900
Telephone Number (Cellular):	314-255-4788
Fax Number:	314-264-2901

**NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES
SUPPLEMENTAL CONTRACT INFORMATION
RFP 116783 O3**

The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.

Please complete the questions below and submit with your bid documents. Responding "yes" to any question will not disqualify you from consideration but may necessitate a follow-up information request.

Company Name: Keefe Commissary Network, LLC DBA Access Securepak
 PO Box Address: -
 Physical Address: 13870 Corporate Woods Trail
 City/State/Zip: Bridgeton, MO 63044
 Phone Number: 314-264-2900
 Name/Title of Contact: Aaron Sickles - Account Manager

		YES	NO
1.	To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services?		X
	If yes, who?		
2.	Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS?		X
	If yes, who, how long, and in what capacity?		
3.	Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company?		X
	If yes, who and what position?		
4.	Incorporated companies, please provide the following information: Name of Corporate Entity: <u>Keefe Commissary Network, LLC</u> Principle Office Address: <u>10880 Lin Page Place / St. Louis, MO 63132</u> Registered Agent and Office Address: <u>Cogency Global, Inc./ 406 N Main St Ste B/Rolla, MO 65401-3154</u>		
5.	Non-Incorporated Companies please provide the following information: Owner: _____		

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

 September 5, 2023
 Company President Signature Date

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

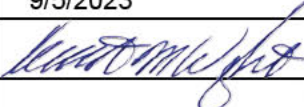
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Keefe Commissary Network, LLC, dba Access Securepak
COMPLETE ADDRESS:	13870 Corporate Woods Trail, Bridgeton, MO 63044
TELEPHONE NUMBER:	314-264-2900
FAX NUMBER:	314-264-2901
DATE:	9/5/2023
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Kenneth Wright, VP Sales



ATTACHMENT B
CERTIFICATE OF GOOD STANDING

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

KEEFE COMMISSARY NETWORK, LLC

**a Missouri limited liability company is authorized to transact business in
Nebraska;**

**all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;**

**the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;**

**the Secretary of State has not revoked the Company's Certificate of Authority
and has not filed a notice of cancellation.**

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

September 5, 2023



Secretary of State

Verification ID bc408b3 has been assigned to this document. Go to ne.gov/go/validate to validate authenticity for up to 12 months.



ATTACHMENT C CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYY)
09/05/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements(s).

PRODUCER Aon Risk Services Central, Inc. St. Louis MO office 4220 Duncan Avenue Suite 401 St. Louis MO 63110 USA	CONTACT PHONE (866) 283-7122 FAX No.: (800) 363-0105 E-MAIL ADDRESS:
INSURED Keefe Commissary Network, LLC dba Access Securepak 10880 Linpage Place St. Louis MO 63132 USA	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Liberty Mutual Fire Ins Co 23035 INSURER B: Liberty Insurance Corporation 42404 INSURER C: INSURER D: INSURER E: INSURER F:

Holder Identifier :

COVERAGES CERTIFICATE NUMBER: 57010417555 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. Limits shown are as requested.

INSURANCE TYPE	TYPE OF INSURANCE	ADOL (REG)	SUBP (WV)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR CONF. AGGREGATE/LIMIT APPLIES ONLY: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EB2651291759062 SIR applies per policy terms & conditions	12/01/2022	12/01/2023	EACH OCCURRENCE: \$1,000,000 PRODUCTS-COMPOSPAGG: \$2,000,000 AGGREGATE: \$1,000,000 MED EXP (Any one person): \$5,000 PERSONAL & ADJ INJURY: \$1,000,000 BODILY INJURY (Per Occur): \$10,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NEW TRUCKS AUTOS ONLY			A52-651-291759-072	12/01/2022	12/01/2023	COMMENTS: SINGLE LIMIT (Per accident): \$1,000,000 BODILY INJURY (Per Occur): BODILY INJURY (Per Accident): PROPERTY DAMAGE (Per Occur):
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DCD <input type="checkbox"/> RETENTION			TH7651291759092	12/01/2022	12/01/2023	EACH OCCURRENCE: \$10,000,000 AGGREGATE: \$10,000,000 PRODUCTS-Completed O: \$10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR / PARTNER / EXCLUSIVE OPER EMPLOYEE (Mandatory in MI) <input type="checkbox"/> Description of Operations below	Y/N	N/A	WA7650291759042 Workers Comp (AOS) SIR applies per policy terms & conditions	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PERMANENT <input type="checkbox"/> OTHER FT. EACH ACCIDENT: \$1,000,000 EL DISEASE-EMPLOYEE: \$1,000,000 EL DISEASE-POLICY LIMIT: \$1,000,000

Certificate No : 57010417555

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER Keefe Commissary Network, LLC dba Access Securepak 10880 Linpage Place St. Louis MO 63132 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central Inc</i>
---	--

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

©1988-2015 ACORD CORPORATION. All rights reserved



AGENCY CUSTOMER ID: 570000069604
LOC #:



ADDITIONAL REMARKS SCHEDULE

Page of

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Keefe Commissary Network, LLC	
POLICY NUMBER See Certificate Number: 570101417555			
CARRIER See Certificate Number: 570101417555	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS
THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
B		N/A		wc7651291759112 Workers Comp (WI) SIR applies per policy terms & conditions	12/01/2022	12/01/2023	

ACORD 101 (2008/01)

The ACORD name and logo are registered marks of ACORD

© 2008 ACORD CORPORATION. All rights reserved.



ATTACHMENT D

ADDENDUM ACKNOWLEDGEMENT

Keefe has received the following addendum for RFP# 116783 O3.

- *Addendum One (1), Questions and Answers*

ADDENDUM ONE (1), QUESTIONS and ANSWERS

Date: 09/01/2023

To: All Bidders

From: Julie Schiltz, Buyer
Nebraska Department of Correctional Services

RE: Addendum for Request for Proposal Number 116783 O3
to be opened September 08, 2023, at 2:00 p.m. Central Time

Questions and Answers

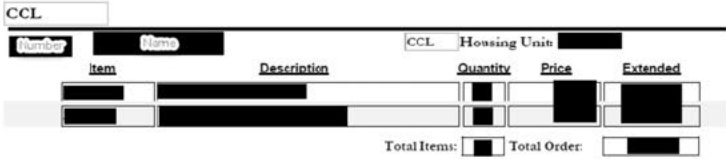
Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	Question	State Response
1.	The current proposed RFP due date does not allow [REDACTED] adequate time to source the requested items. [REDACTED] is requesting a two-week extension on the Holiday Gift Program RFP due date.	To meet the early October release of the Holiday Food Gift Program order form, at this time, NDCS will not be adjusting the bid opening date.
2.	Will the DOC accept variance in product sizes?	<p>There can be some flexibility in product size. If offering an alternative size, respondent should reflect the cost per package, ounce and total ounces as described on the cost proposal.</p> <p>Respondent should refer to RFP Section V.H. Product Requirements and Restrictions.</p> <p>Alternative offerings should be reflected on the cost proposal and described in the RFP response.</p>

<p>3.</p>	<p>If a vendor can describe in their response, their existing process to accept, process and ship family/friends orders via a website with the domain name [REDACTED] (we own the domain but is currently inactive) and still accept inmate placed orders via NDCS forwarding them to us, all the while adhering to the dollar limit and package count as required, is there any way that NDCS could approve that method for use for Holiday 2023 rather than waiting to implement in later years?</p> <p>We currently accept and ship over 1.7 million packages annually to state and county department of corrections. We have the ability to accept payment online, collect and remit the appropriate sales tax due to the state of Nebraska.</p> <p>We provide this service currently to 4 County Jail operations in the state of Nebraska.</p> <p>The current process proposed by NDCS is very manual and adds processing costs that must be accounted for in our bid prices that are part of the evaluation criteria. We can demo a similar website currently in use at over 20 State Department of Corrections and active the domain [REDACTED] in a matter of days.</p>	<p>Due to the time restraints, an automated process may not be feasible for the 2023 season, but NDCS may entertain the option to determine what best meets NDCS needs.</p> <p>Respondents are encouraged to provide alternative automated ordering process as an optional service including the cost and the implementation timeline for consideration as well as a response that meets the current RFP requirements.</p> <p>Per Section II.F.Prices, The State will be given full proportionate benefit of any decreases for the term of the contract. If the awarded bidder and NDCS agreed to do an alternative process after the 2023 season, NDCS would expect any decreases in price to be reflected at that time. Respondent may provide an alternative method of ordering in their response and include costs and the implementation timelines for the alternative</p>
-----------	---	---

<p>4.</p>	<p>Per the RFP on page 27 under the Work Plan, it states: 3. Orders will be processed by NDCS staff and provided as a summary to the Contractor for ordering and package processing. a. The summary order list provided by NDCS will include the total number of items ordered. 4. Labels will include Incarcerated individual Name, individual number, facility, and housing location of the individual orders for delivery purposes. A detailed order list by incarcerated individual will accompany the labels</p> <p>However, per the RFP on page 28, C4 it states:3. Orders will be processed by NDCS staff and provided as a summary to the Contractor for ordering and package processing. a. The summary order list provided by NDCS will include the total number of items ordered. 4. Labels will include Incarcerated individual Name, individual number, facility, and housing location of the individual orders for delivery purposes. A detailed order list by incarcerated individual will accompany the labels</p> <p>Please clarify if the vendor will receive orders prior to receiving labels or if orders and labels will be sent at the same time.</p> <p>If labels are sent independently of the orders, does NDCS plan to sequence the labels in a logical manner? Please indicate what sequence method will be used.</p>	<p>Yes, contractor will receive the orders prior to the labels. The reason for this is because sometimes incarcerated individuals are relocated to different facilities. Providing the most current information prior to shipments helps minimize the order being shipped to the wrong facility. Through past experience NDCS has found this to be the most efficient and effective way to manage the orders.</p> <p>NDCS does sequence the labels in a logical manner which is by facility, location (housing unit), incarcerated person(s) name and number.</p>
<p>5.</p>	<p>Per the RFP it states the below for submission: Upload via sharefile link - https://nebraska.sharefile .com/r-</p>	<p>NDCS has tested the site via Google Chrome and Microsoft Edge. The link is working appropriately.</p>

	<p>r0ee52bfe5a354b3880a 1 a586f86d8fb 7</p> <p>As of now the link is not working – will this be corrected soon?</p>	<p>Please make sure there are no spaces in the link. If respondent continues to have issues, please call 402-479-5718 <u>prior</u> to 12:00pm (CST) 9/8/2023.</p> <p>https://nebraska.sharefile.com/r-r0ee52bfe5a354b3880a1a586f86d8fb7</p>
6.	<p>It appears NDCS is requesting that the vendor package each order as an individual order and apply the label supplied by NDCS for package identification, is there any requirements as to the type of packaging required?</p>	<p>Bidder should refer to RFP Section V.J. Gift package security requirements and Section V.K. Package and delivery for packaging requirements.</p>
7.	<p>May multiple orders be placed into a large cardboard box for shipping purposes or must each order be placed into its own cardboard box?</p>	<p>The bidder should describe this in their response in the RFP. It is acceptable for multiple orders to be in one box; however, each individual order must be packaged as one inside the larger package. One package with multiple orders loose inside is not acceptable.</p>
8.	<p>If there a maximum box size - width, height and length to adhere to?</p>	<p>Standard bulk packaging/ box is acceptable for street level delivery.</p>
9.	<p>It appears that NDCS will receive all the money upfront for the orders and NDCS will audit each order to ensure that the dollar amount ordered is equal to the dollar amount prepaid (including sales tax) and those approved orders will be sent to the vendor for fulfillment – is that correct?</p>	<p>Yes.</p>
10.	<p>How and when will the vendor get paid? a. How will the vendor know the prepaid amount that should be received for that order from NDCS? Will each order sent to the vendor indicate the validated dollar amount NDCS received from the buyer of the package?</p>	<p>Yes, each order will indicate the validated dollar amount received from the buyer, and a grand total. NDCS will also send a report listing total quantities and amounts for each item, and a report listing total quantities and amounts for each item by facility.</p> <p>Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.</p> <p>Please refer to Section IV Payment for additional information.</p>

11.	Who will collect and remit Sales Tax due to the State of Nebraska? a. Will the approved order form sent to the vendor from NDCS clearly show the amount of tax that is due and prepaid for each order?	Historically sales tax has not been charged on orders due to being food items.
12.	Are the paper order forms numbered or have any way to identify a specific order from another one other than the inmate ID who the package is being ordered for?	NDCS creates an order form that is distributed to the incarcerated individuals and posted to NDCS website. These order forms will contain the incarcerated individuals name, number, and facility. The actual order forms are not provided to the vendor. The orders are entered into a database and summary reports provided instead, along with the individual orders (on a report from the database). The summary report NDCS will provide to the contractor will include inmate name, number, facility, and housing unit.
13.	Will NDCS provide a summary sheet with an order identification number, prepaid dollar amount for the products and the prepaid dollar amount of the sales tax so the vendor has a way to audit the process to ensure that the vendor is paid correctly?	<p>Yes, NDCS will send a report listing total quantities and amounts for each item, a report listing total quantities and amounts for each item by facility, along with individual orders/totals for each inmate identification number and amount.</p> <p>Summary sheets may look like below:</p> 

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.



Kenneth Wright, Vice President

Exhibit 1
Proposed Products

Item 175

City Cow Sharp Cheddar Cheese, 4 oz



**Sharp Cheddar
Cheese Stick**
Pasteurized Process Cheese



Ingredients: Cultured Pasteurized Milk, Water, Salt, Sodium Phosphate, Natural Flavoring, Sorbic Acid (Preservative), Color (Paprika and Turmeric Extract), Enzymes. **Contains: Milk**

NET WT 4 oz. (113g)

Distributed by
Olivette Products, L.L.C., Bridgeton, MO 63044



0 87381 00175 8

Nutrition Facts

Servings per container Varied
Serving size 1 oz (28g)

Amount per serving

Calories 100

% Daily Value*

Total Fat 8g **10%**

Saturated Fat 6g **30%**

Trans Fat 0g

Cholesterol 25mg **8%**

Sodium 360mg **16%**

Total Carbohydrate 1g **0%**

Dietary Fiber 0g **0%**

Total Sugars 0g

Includes 0g Added Sugars **0%**

Protein 6g

Vit. D 0mcg 0% • Calcium 183mg 15%

Iron 0mg 0% • Potas. 23mg 0%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Item 178

City Cow Hot Pepper Cheese, 4 oz

CityCowTM



Ingredients: Cultured Pasteurized Milk, Water, Red and Green Jalapeño Peppers, Salt, Sodium Phosphate, Sorbic Acid (Preservative), Crushed Red Pepper, Natural Flavoring, Enzymes. **Contains: Milk**

**Hot Pepper
Cheese Stick**

Pasteurized Process Cheese with Jalapeños

NET WT 4 oz. (113g)

Distributed by
Olivette Products, L.L.C., Bridgeton, MO 63044



BEST BY 05/22/2024 G111

Nutrition Facts

Servings per container Varied
Serving size 1 oz (28g)

Amount per serving

Calories 100

% Daily Value*

Total Fat 8g 10%

Saturated Fat 6g 30%

Trans Fat 0g

Cholesterol 25mg 8%

Sodium 360mg 16%

Total Carbohydrate 1g 0%

Dietary Fiber 0g 0%

Total Sugars 0g

Includes 0g Added Sugars 0%

Protein 6g

Vit D 0mcg 0% • Calcium 133mg 13%

Iron 0mg 0% • Potas. 23mg 0%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a diet of 2,000 calories.
†% Daily Value is based on a diet of 2,000 calories.

Item 2131

City Cow Provolone Cheese, 4 oz

CityCow™



Ingredients: Cultured Pasteurized Milk, Water, Salt, Sodium Phosphate, Natural Flavoring, Sorbic Acid (Preservative), Enzymes. **Contains: Milk**

NET WT 4 oz. (113g)

Distributed by
Olivette Products, L.L.C., Bridgeton, MO 63044

**Provolone
Cheese Stick**
Pasteurized Process Cheese



BEST BY 03/27/2024 GIT

Nutrition Facts

Servings per container Varied
Serving size 1 oz (28g)

Amount per serving

Calories 100

% Daily Value*

Total Fat 8g **10%**

Saturated Fat 6g **30%**

Trans Fat 0g

Cholesterol 25mg **8%**

Sodium 360mg **16%**

Total Carbohydrate 1g **0%**

Dietary Fiber 0g **0%**

Total Sugars 0g

Includes 0g Added Sugars **0%**

Protein 6g

Vit. D 0mcg 0% • Calcium 183mg 15%

Iron 0mg 0% • Potas. 23mg 0%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Item 4486
Ritz Crackers, 3.4 oz



100%



- 80 CALORIES
- 1.5g SAT FAT 3% DV
- 130mg SODIUM 26% DV
- 1g TOTAL SUGARS

RITZ

CRACKERS

the original



SERVING SUGGESTION

NET WT
CRACKERS 3.4 OZ (96g)

Nutrition Facts

about 6 servings per container

Serving size 5 crackers (16g)

Amount per serving

Calories

80

% Daily Value*

Total Fat 4.5g 6%

Saturated Fat 1.5g 8%

Trans Fat 0g

Cholesterol 0mg 0%

Sodium 130mg 6%

Total Carbohydrate 10g 4%

Dietary Fiber 0g 0%

Total Sugars 1g

Includes 1g Added Sugars 2%

Protein less than 1g

Vitamin D 0mcg 0%

Calcium 20mg 0%

Iron 0.5mg 2%

Potassium 10mg 0%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: UNBLEACHED ENRICHED FLOUR (WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE (VITAMIN B1), RIBOFLAVIN (VITAMIN B2), FOLIC ACID), SOYBEAN AND/OR CANOLA OIL, PALM OIL, SUGAR, SALT, LEAVENING (CALCIUM PHOSPHATE, BAKING SODA), HIGH FRUCTOSE CORN SYRUP, SOY LECITHIN, NATURAL FLAVOR.

CONTAINS: WHEAT, SOY.

MONDELEZ GLOBAL LLC
EAST HANOVER, NJ 07936 USA

CONTAINS A BIOENGINEERED FOOD INGREDIENT

visit us at:

ritzcrackers.com

1-800-622-4726



mondelez™



0 44000 03424 5

04050050437982

Item 6606

Fiddle Faddle Caramel Popcorn with Peanuts, 6 oz

The Fun, Sweet, Salty Snack for everyone to enjoy!

fiddle faddle[®]

Caramel
Popcorn with Peanuts



Enlarged to show texture

PER 2/3 CUP SERVING

130

Calories

0g

Sat. Fat

0% DV

280mg

Sodium

12% DV

17g

Total

Sugars

NET WT 6 OZ (170g)

KD

fiddle faddle[®]

Caramel
Popcorn with Peanuts

Nutrition Facts

about 5 servings per container
Serving size 2/3 cup (31g)

Amount per serving
Calories 130

		% Daily Value*
Total Fat	2.5g	3%
Saturated Fat	0g	0%
Trans Fat	0g	
Polyunsaturated Fat	1g	
Monounsaturated Fat	1g	
Cholesterol	0mg	0%
Sodium	280mg	12%
Total Carbohydrate	26g	9%
Dietary Fiber	less than 1g	3%
Total Sugars	17g	
Includes 17g Added Sugars		34%
Protein	1g	
Vitamin D	0mcg	0%
Calcium	0mg	0%
Iron	0mg	0%
Potassium	0mg	0%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CORN SYRUP, SUGAR, POPCORN, BROWN SUGAR, PEANUTS, CANOLA OIL, LESS THAN 2% OF: SALT, SOYBEAN OIL, SOY LECITHIN, BAKING SODA, NATURAL FLAVORS, CITRIC ACID AND TBHQ (FOR FRESHNESS), BUTTERFAT.
CONTAINS: MILK, PEANUTS, SOY.
MAY CONTAIN: TREE NUTS (ALMONDS, CASHEWS, PECANS).


CONAGRA
• BRANDS •
P.O. BOX 3534
CHICAGO, IL 60654



 smartlabel[®]
Scan here or call
1-800-376-1919 for
more food information.

Item 6607

Fiddle Faddle Butter Toffee Popcorn with Peanuts, 6 oz

The Fun, Sweet, Salty Snack for everyone to enjoy!

fiddle faddle®

Butter Toffee
Popcorn with Peanuts

FLAVORED
WITH OTHER
NATURAL FLAVORS



Enlarged to show texture

PER 2/3 CUP SERVING

130

Calories

0g

Sat. Fat

0%DV

210mg

Sodium

9%DV

17g

Total
Sugars

NET WT 6 OZ (170g)

KD

fiddle faddle®

Butter Toffee
Popcorn with Peanuts

Nutrition Facts

about 5 servings per container

Serving size 2/3 cup (31g)

Amount per serving

Calories 130

% Daily Value*

Total Fat 2.5g **3%**

Saturated Fat 0g **0%**

Trans Fat 0g

Polyunsaturated Fat 1g

Monounsaturated Fat 1.5g

Cholesterol 0mg **0%**

Sodium 210mg **9%**

Total Carbohydrate 26g **9%**

Dietary Fiber less than 1g **3%**

Total Sugars 17g

Includes 17g Added Sugars **34%**

Protein 1g

Vitamin D 0mcg **0%**

Calcium 0mg **0%**

Iron 0mg **0%**

Potassium 0mg **0%**

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CORN SYRUP, SUGAR, POPCORN, BROWN SUGAR, PEANUTS, CANOLA OIL, LESS THAN 2% OF: SALT, SOYBEAN OIL, SOY LECITHIN, NATURAL FLAVORS, CITRIC ACID AND TBHQ (FOR FRESHNESS), BUTTERFAT.
CONTAINS: MILK, PEANUTS, SOY.
MAY CONTAIN: TREE NUTS (ALMONDS, CASHEWS, PECANS).



CONAGRA™
• BRANDS •

P.O. BOX 3534
CHICAGO, IL 60654



smartlabel®

Scan here or call
1-800-376-1919 for
more food information.

Item 7286
Zachary Bridge Mix, 5 oz

Zachary

SINCE 1950



Bridge Mix

Chocolate Covered Nuts, Fruits,
Caramels and Cremes

NET WT 5 oz (142 g)

Nutrition Facts

About 4.5 servings per container
Serving size 10 pieces (31g)

Amount per serving
Calories 140

	% Daily Value*
Total Fat 7g	9%
Saturated Fat 3.5g	18%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 20mg	1%
Total Carbohydrate 20g	7%
Dietary Fiber 1g	4%
Total Sugars 17g	
Includes 14g Added Sugars	28%
Protein 2g	
Vitamin D 0mcg	0%
Calcium 20mg	2%
Iron 0.7mg	4%
Potassium 90mg	2%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Calories Per Gram:
 Fat 9 • Carbohydrates 4 • Protein 4

INGREDIENTS: MILK CHOCOLATE (SUGAR, COCOA BUTTER, MILK, CHOCOLATE LIQUOR, SOY LECITHIN AN EMULSIFIER, VANILLA AND SALT), SEMISWEET CHOCOLATE (SUGAR, CHOCOLATE LIQUOR, COCOA BUTTER, MILK FAT, SOY LECITHIN-AN EMULSIFIER, AND VANILLA), PEANUTS, SUGAR, RAISINS, CORN SYRUP, SWEETENED CONDENSED MILK (MILK, SKIM MILK, SUGAR), ALMONDS, BRAZIL NUTS, HYDROGENATED VEGETABLE OIL (PALM KERNEL AND SOYBEAN OIL), EVAPORATED MILK (MILK, DIPOTASSIUM PHOSPHATE, CARRAGEENAN, VITAMIN D), SALT, INVERTASE, NATURAL AND ARTIFICIAL FLAVORS, EGG WHITES, CITRIC ACID, GUM ARABIC, MALTODEXTRIN, VEGETABLE OIL (COCONUT AND PALM OIL), CONFECTIONER'S GLAZE, ARTIFICIAL COLORS, (INCLUDES FD&C RED #40 AND BLUE #1), XANTHAN GUM.

Manufactured by:
ZACHARY CONFECTIONS, INC.
 FRANKFORT, INDIANA 46041 U.S.A.
 "A FAMILY OWNED AMERICAN COMPANY"
www.zacharyconfections.com
Store in a cool dry place.



Zachary Confections, Inc. was founded in 1950 by J. J. Zachary and his wife, Helen. 50 years after their modest beginnings their dream has flourished into hundreds of different candies. Manufactured in a state-of-the-art facility, our dedicated associates use the finest ingredients and exacting attention to detail to bring you this quality product.

One taste and you'll agree!

The Zachary Family

C3137E



ALLERGEN ALERT: CONTAINS SOY, MILK, EGG, PEANUTS, ALMONDS, AND BRAZIL NUTS. MANUFACTURED IN A FACILITY THAT PROCESSES PRODUCTS CONTAINING WHEAT AND TREE NUTS (PECANS) INGREDIENTS.



Item 7694

Market Square Iced Shortbread Cookies, 10 oz

MARKET SQUARE
BAKERY



BEST BY 071824 71

Artificially Flavored
ICED SHORTBREAD
Cookies

NET WT 10 OZ (284 g) U M



Nutrition Facts

11 servings per container

Serving size **3 Cookies (26g)**

Amount per serving

Calories 120

% Daily Value*

Total Fat 4g 5%

Saturated Fat 1.5g 8%

Trans Fat 0g

Cholesterol 0mg 0%

Sodium 125mg 5%

Total Carbohydrate 19g 7%

Dietary Fiber 0g 0%

Total Sugars 6g

Includes 6g Added Sugars 12%

Protein 1g

Vitamin D 0mcg 0%

Calcium 14mg 2%

Iron 1mg 6%

Potassium 0mg 0%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: Enriched Flour (Wheat Flour, Niacin, Reduced Iron, Thiamine Mononitrate, Riboflavin, Folic Acid), Sugar, Soybean Oil And Hydrogenated Soybean Oil, High Fructose Corn Syrup, Salt, Artificial Flavors, Leavening (Baking Soda, Monocalcium Phosphate), Cornstarch, Soy Lecithin (An Emulsifier), Modified Soy Protein.

CONTAINS: WHEAT & SOY.

Made in a Facility That Handles, Pecans, Peanuts, Coconuts and Eggs.

Distributed by:

Products, L.L.C.
MO 63044



0 87381 07694 7

FFC 566492

Item 9461
Wheat Thins Crackers, 1.75 oz



34g Whole Grain per 49g Serving

100% WHOLE GRAIN

WHEAT THINS

original

NO
ARTIFICIAL
FLAVORS OR
COLORS



PER PACK

220 CALORIES	0.5g SAT FAT	320mg SODIUM	7g TOTAL SUGAR
-----------------	-----------------	-----------------	----------------------

SERVING
SUGGESTION

SNACK

NET WT
1.75 OZ (49g)

Nutrition Facts

Serving size **1 pack**

Amount per serving

Calories 220

% Daily Value*

Total Fat 8g **10%**

Saturated Fat 0.5g **3%**

Trans Fat 0g

Cholesterol 0mg **0%**

Sodium 320mg **14%**

Total Carbohydrate 35g **13%**

Dietary Fiber 5g **18%**

Total Sugars 7g

Includes 7g Added Sugars **14%**

Protein 3g

Vitamin D 0mcg **0%**

Calcium 50mg **4%**

Iron 1.4mg **8%**

Potassium 140mg **2%**

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

13FEB2024B023 D

INGREDIENTS: WHOLE GRAIN WHEAT FLOUR, OIL, SUGAR, CORNSTARCH, MALT SYRUP AND BARLEY), SALT, REFINER'S SYRUP (CALCIUM PHOSPHATE AND BAKING SODA)

CONTAINS: WHEAT.

DISTRIBUTED BY
MONDELEZ GLOBAL LLC
EAST HANOVER, NJ 07936

INGREDIENTS DERIVED FROM A BIOTECHNOLOGY

FOR BEST WHEN USED BY INFORMATION, PLEASE SEE DATE PRINTED ON PACKAGE

Questions or Comments

Call weekdays: 1-800-622-4772
please have package available, see habla

Wheat Thins Original Snacks have 34g whole grains per 49g serving. Nutritionists recommend 48g or more of whole grains through



04050050396611 © Mondelēz International



Item 80001719
Brushy Creek Beef Summer Sausage, 5oz

EST. 1770 / 0131 / 2024

BRUSHY CREEK



Beef Summer Sausage

Original

NET WT. 5 OZ (142g)

Distributed by Olivette Products, L.L.C.
Bridgeton, MO 63044

NUTRITION FACTS Serv. Size: 2 oz

(56g). Servings: About 2, Amount Per Serving: Calories: 200, Fat Ctl. 160,

Total Fat 29g (29% DV), Sat. Fat 7g (35% DV), Trans Fat 0g, Cholest

40mg (13% DV), Sodium 740mg (31% DV), Total Carb. 0g (0% DV),

Dietary Fiber 0g, Sugars 0g, Protein 10g, Vitamin C (8% DV), Iron (6% DV)

Not a significant source of dietary fiber, sugars, Vitamin A and calcium.

*Percent Daily Values (DV) are based on a diet of 2,000 calories. Your daily values may be higher or lower depending on your caloric needs.

INGREDIENTS: Beef, Water, Salt, Dextrose, Spices, Corn Syrup Solids, Sodium Erythorbate, Lactic Acid Starter Culture, Sodium Nitrite, BHA, BHT, Citric Acid.

Item 80001721
Brushy Creek Beef Summer Sausage Hot, 5oz



BRUSHYCREEK[®]



**Beef
Summer Sausage**

Hot

NET WT. 5 oz (142g)

Distributed by Olivette Products, L.L.C.
Bridgeton, MO 63044

NUTRITION FACTS Serv. Size: 2 oz (56g), Servings: About 2, Amount Per Serving: Calories: 200, Fat Cal. 160, Total Fat 18g (28% DV), Sat. Fat 7g (35% DV), Trans Fat 0g, Cholest. 40mg (13% DV), Sodium 740mg (31% DV), Total Carb. 0g (0% DV), Dietary Fiber 0g, Sugars 0g, Protein 10g, Vitamin C (8% DV), Iron (6% DV). Not a significant source of dietary fiber, sugars, Vitamin A and calcium. *Percent Daily Values (DV) are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your caloric needs.

INGREDIENTS: Beef, Water, Salt, Dextrose, Spices, Corn Syrup Solids, Red Pepper, Sodium Erythorbate, Lactic Acid Starter Culture, Sodium Nitrite, BHA, BHT, Citric Acid.

Item 80001724

Brushy Creek Turkey - Honey & Brown Sugar, 5oz

Best By: 09/09/24
12:38:30 PM '24

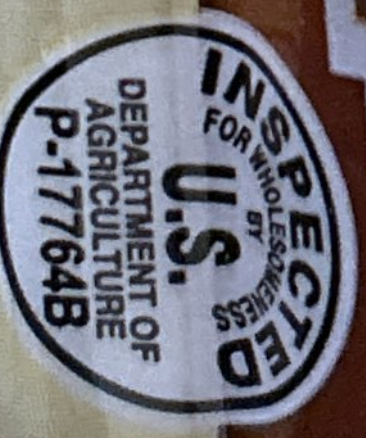
BRUSHY CREEK

Turkey Stick

Honey & Brown Sugar

NET WT. 5 OZ (142g)

Distributed by Olivette Products, L.L.C., Bridgeton, MO 63044



INGREDIENTS: Turkey, Honey, Salt and less than 2% of the following: Brown Sugar, Dextrose, Citric Acid, Sugar, Hydrolyzed Soy Protein, Corn Syrup Solids, Vinegar, Lactic Acid, Spices, Natural Flavor, Sodium Nitrite.

NUTRITION FACTS Serv. Size: 2 oz (56g).
Servings: 2.5, Amount Per Serving:
Calories: 110, Fat Cal. 30, Total Fat 3.5g
(5% DV), Sat. Fat 1g (5% DV),
(5% DV), Chol. 30mg (10% DV),
Trans Fat 0g, Total Carb.
Sodium 970mg (40% DV),
Sugars 8g, Fiber 0g,
Protein 11g, Vitamin A (0% DV),
Vitamin C (0% DV), Calcium (0% DV),
Iron (6% DV). Percent Daily Values (DV)
are based on a 2,000 calorie diet.



Item 80001725
Brushy Creek Beef Summer Sausage, 11oz



BRUSHY CREEK[®]

**Beef
Summer Sausage**

Original

NET WT. 11 oz (312g)

Distributed by Olivette Products, L.L.C.
Bridgeton, MO 63044



INFORMATION FACTS Serv. Size: 2 oz (56g), Servings: About 2, Amount Per Serving: **Calories:** 200, Fat Cal. 160, **Total Fat** 18g (28% DV), **Sat. Fat** 7g (35% DV), **Trans Fat** 0g, **Cholest.** 40mg (13% DV), **Sodium** 740mg (31% DV), **Total Carb.** 0g (0% DV), **Dietary Fiber** 0g, **Sugars** 0g, **Protein** 10g, **Vitamin C** (6% DV), **Iron** (6% DV). **Not a significant source of dietary fiber, sugars, Vitamin A and calcium.**
*Percent Daily Values (DV) are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your caloric needs.

INGREDIENTS: Beef, Water, Salt, Dextrose, Spices, Corn Syrup Solids, Sodium Erythorbate, Lactic Acid Starter Culture, Sodium Nitrite, BHA, BHT, Citric Acid.

Item 80001726
Brushy Creek Beef Sausage Hot, 11oz

BRUSHY CREEK[®]

**Beef
Summer Sausage**

HOT

U.S.
INSPECTED
AND PASSED BY
DEPARTMENT OF
AGRICULTURE
EST. 1770

NUTRITION FACTS Serv. Size: 2oz

(56g). Servings: About 2. Amount Per Serving: Calories: 200. Total Fat 16g (35% DV). Trans Fat 0g. Cholesterol 40mg (13% DV). Sodium 740mg (31% DV). Total Carb. 0g (0% DV). Dietary Fiber 0g. Sugars 0g. Protein 10g. Vitamin C (8% DV). Iron 16% DV. Not a significant source of dietary fiber, sugars, Vitamin A and calcium. *Percent Daily Values (DV) are based on a 2,000 calorie diet. Your daily values may be higher or lower depending on your caloric needs.

INGREDIENTS: Beef, Water, Salt, Dextrose, Spices, Corn Syrup, Red Pepper, Sodium Erythorbate, Lactic Acid Starter Culture, Sodium Nitrite, BHA, BHT, Citric Acid

BEST BY: 07/08/2024 A

Distributed by Olivette Products, L.L.C.
Bridgeton, MO 63044

NET WT. 11 oz (312g)

Item 80004844
Velveeta Mini Blocks, 3 Pack, 12 oz

LIQUID GOLD

Velveeta

Mini Blocks

SERVING
SUGGESTION



70
CALORIES
PER 1 OZ.

3

INDIVIDUALLY WRAPPED BLOCKS

SEE NUTRITION INFORMATION
FOR SODIUM CONTENT

NET WT 12 OZ (340g) PASTEURIZED RECIPE CHEESE PRODUCT

Original

Nutrition Facts

12 servings per container

Serving size

1 oz (28g / 1/4 Mini Block)

Calories

per serving

70

Amount/serving **% Daily Value***

Total Fat 4g **5%**

Saturated Fat 1g **5%**

Trans Fat 0g

Cholesterol 10mg **3%**

Sodium 390mg **17%**

Vitamin D 0mcg 0% • Calcium 230mg 15% • Iron 0mg 0% • Potassium 0mg 0% • Vitamin A 50mcg 6%

Amount/serving **% Daily Value***

Total Carbohydrate 3g **1%**

Dietary Fiber 0g **0%**

Total Sugars 2g

Includes 0g Added Sugars **0%**

Protein 4g

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: SKIM MILK, MILK, CANOLA OIL, MILK PROTEIN CONCENTRATE, SODIUM PHOSPHATE, CONTAINS LESS THAN 2% OF MODIFIED FOOD STARCH, WHEY PROTEIN CONCENTRATE, MALTODEXTRIN, WHEY, SALT, CALCIUM PHOSPHATE, LACTIC ACID, SORBIC ACID AS A PRESERVATIVE, MILKFAT, SODIUM ALGinate, SODIUM CITRATE, ENZYMES, APOCAROTENAL AND ANNATTO (COLOR), CHEESE CULTURE, VITAMIN A PALMITATE.

CONTAINS: MILK.

MANUFACTURED BY KRAFT HEINZ FOODS COMPANY, CHICAGO, IL 60601
AFTER OPENING A MINI BLOCK, REFRIGERATE UP TO 2 WEEKS. DO NOT FREEZE. KEEP IN A SEALED CONTAINER.

KraftHeinz

Velveeta Mini Blocks are easy to open. Just pull the tear strip and enjoy!

SCAN HERE FOR MORE FOOD INFORMATION. CALL 1-866-538-2335 FOR MORE FOOD INFORMATION.



visit us at:
Kraftheinz-foodservice.com

1-866-538-2335
please have package available
se habla español

04050034254000



Item 80008041
Star Light Mints, 3.75 oz

**CORNER
STORE
CANDY**

Naturally Flavored

**STARLIGHT
MINTS**

NET WT 3.75 OZ (106g)

Nutrition Facts
 about 7 servings per container
 serving size 3 pieces

Amount per serving
Calories 60

	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	0%
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrate 16g	6%
Dietary Fiber 0g	0%
Total Sugars 13g	
Includes 13g Added Sugars	26%
Protein 0g	
Vitamin D 0mcg	0%
Calcium 0mg	0%
Iron 0mg	0%
Potassium 0mg	0%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: SUGAR, CORN SYRUP, NATURAL FLAVOR, TITANIUM DIOXIDE, INVERT SUGAR, ARTIFICIAL COLOR: RED 40.

ALLERGEN INFORMATION: MAY CONTAIN PEANUTS, PEANUTS, MILK, SOY, EGG AND WHEAT.



P06 BEST BY
01/10/25
0900

Distributed by:
 Olivette Products, L.L.C.
 Bridgeton, MO 63044

Product of Colombia

Safety Warning: Hard candies can be slippery and cause choking especially in children.



KEFP020-R1

Item 80008864
Spicy Jalapeno Cheese Spread, 2 oz

To Open, Tear At Notch

SPICY JALAPEÑO CHEESE SPREAD

*Made
with*



Kraft is a registered trademark of Kraft Foods.

NET WT. 2 OZ (57g)

BEST IF USED BY: 08/01/2024 2000 F6

Nutrition Facts

1 serving per container
Serving size 1 package (57g)

Amount per serving

Calories 170

% Daily Value*

Total Fat 14g	18%
Saturated Fat 4.0g	20%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 1000mg	43%
Total Carbohydrate 7g	3%
Dietary Fiber 0g	0%
Total Sugars 3g	
Includes 0g Added Sugars	0%

Protein 3g

Vitamin D 0mcg 0%

Calcium 90mg 6%

Iron 0mg 0%

Potassium 100mg 2%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: WATER, SOYBEAN OIL, CHEDDAR CHEESE (PASTEURIZED MILK, CHEESE CULTURE, SALT, ENZYMES), WHEY, CORN SYRUP SOLIDS, PASTEURIZED PROCESS WHITE CHEDDAR CHEESE [CHEDDAR CHEESE (MILK, CHEESE CULTURE, SALT, ENZYMES), WATER, SODIUM PHOSPHATE, CONTAINS LESS THAN 2% OF MILK FAT, SALT], SODIUM PHOSPHATE, MODIFIED FOOD STARCH, CONTAINS 2% OR LESS OF SALT, NATURAL FLAVOR, JALAPEÑO PEPPERS, GREEN BELL PEPPERS, RED BELL PEPPERS, VINEGAR, LACTIC ACID, GUAR GUM, SORBIC ACID (PRESERVATIVE), ANNATTO (COLOR), PAPRIKA (COLOR).

CONTAINS MILK.

CONTAINS BIOENGINEERED INGREDIENTS



Distributed by:
Keefe Group
St. Louis, MO 63132

Item 80009188
Key Lime Pie Crème Filled Cookies, 5 oz

Uncle Al's™

Key Lime Pie

CREME FILLED

Graham Cookies

ARTIFICIALLY FLAVORED

BEST BY 06/18/24-7/1

NET WT. 5 oz (142g)



INGREDIENTS: ENRICHED FLOUR (WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID), SUGAR, SOYBEAN OIL AND HYDROGENATED SOYBEAN OIL, WHOLE WHEAT FLOUR, DEXTROSE, HIGH FRUCTOSE CORN SYRUP, MOLASSES, CORNSTARCH, SALT, SOY LECITHIN (AN EMULSIFIER), LEAVENINGS (BAKING SODA, AMONIUM BICARBONATE, CALCIUM PHOSPHATE), ARTIFICIAL COLORS (YELLOW 5 LAKE, BLUE 1 LAKE), CITRIC ACID, NATURAL AND ARTIFICIAL FLAVORS.

CONTAINS WHEAT. SOY. MAY BE PRODUCED WITH GENETIC ENGINEERING.

PRODUCED IN A FACILITY THAT HANDLES MILK, COCONUT, PECANS, PEANUTS AND EGGS.



FPC 563093



Nutrition Facts

5 servings per container
Serving size
 About 7 Cookies (28g)


Calories
 per serving **130**

Amount/serving	% DV	Amount/serving	% DV
Total Fat 5g	7%	Total Carbohydrate 21g	8%
Sat. Fat 2.5g	12%	Dietary Fiber less than 1g	2%
Trans Fat 0g		Total Sugars 9g	
Cholesterol 0mg	0%	Incl. 9g Added Sugars	18%
Sodium 35mg	1%	Protein 1g	
Vitamin D 0mg 0% • Calcium 9mg 0% • Iron 1mg 4% • Potassium 25mg 0%			

PROUDLY MADE IN THE U.S.A.

Manufactured for
 Uncle Al's Cookies, Inc.
 2070 Parkway Office Circle
 Hoover, AL 35244
www.budsbestcookies.com

Item 80009430
Nacho Cheese Dip w/Jalapeno, 4 oz

**NACHO
CHEESE DIP**
WITH JALAPEÑOS 

*Made
with*



NET WT. 4 OZ (113g)

INGREDIENTS: WATER, SOYBEAN OIL, CHEDDAR CHEESE (PASTEURIZED MILK CHEESE CULTURE, SALT, ENZYMES), WHEY, CORN SYRUP SOLIDS, PASTEURIZED PROCESS WHITE CHEDDAR CHEESE (CHEDDAR CHEESE MILK CHEESE CULTURE, SALT, ENZYMES), WATER, SODIUM PHOSPHATE, CONTAINS LESS THAN 2% OF MILK FAT, SALT], SODIUM PHOSPHATE, MOFFED FOOD STARCH, CONTAINS 2% OR LESS OF SALT, RED BELL PEPPERS, JALAPEÑO PEPPERS, GREEN BELL PEPPERS, VINEGAR, LACTIC ACID, CHILI PEPPER, DEHYDRATED ONION AND GARLIC, SPICES, PAPRIKA COLOR, NATURAL FLAVOR, GUMM GUM, SORBIC ACID (PRESERVATIVE), ANATO (COLOR).

CONTAINS MILK

CONTAINS UNPASTEURIZED MILK

Item 80010523
MINI PB CUPS_5 OZ

Mascot
Since 1955

5oz. Peanut Butter Cups

Nutrition Facts

Servings: 5, **Serv. size: 3 pieces (31g)**, Amount per serving:

Calories 170, **Total Fat** 11g (14% DV), **Sat. Fat** 6g (30% DV), **Trans Fat** 0g, **Cholest.** <5g (1%), **Sodium** 65mg (3% DV), **Total Carb.** 17g (6% DV), **Fiber** <1g (3%), **Total Sugars** 16g (Incl. 14g Added Sugars) 28% DV, **Protein** 2g, **Vit. D** (0% DV), **Calcium** (2% DV), **Iron** (2% DV), **Potas.** (2% DV).

INGREDIENTS: SUGAR, COCOA BUTTER, MILK, CHOCOLATE LIQUOR, SOY LECITHIN (AN EMULSIFIER), AND VANILLA EXTRACT, PEANUT BUTTER (DRY ROASTED PEANUTS, DEXTROSE, HYDROGENATED COTTONSEED AND RAPESEED OIL, SALT), POWDERED SUGAR (SUGAR, CORNSTARCH), PALM KERNEL OIL, DEXTROSE, SALT

CONTAINS: MILK, PEANUTS, SOY

MANUFACTURED ON SHARED EQUIPMENT AND MAY CONTAIN TRACES OF MILK, SOY, PEANUTS AND OTHER TREE NUTS.



mascotpecan.com

MASCOT INC.

819 S Veterans Blvd. | Glennville, Ga 30427

ITEM# 00048



0 70199 00161 4

© 2023 Mascot Inc.

Mascot
Since 1955

PEANUT BUTTER CUP



A Perfect Balance Of Creamy Peanut Butter Covered In Smooth Milk Chocolate.



0 TRANS FATS

NT WT 5 OZ (141.8g)

Item 80010524
COOKIES N CREAM ROUNDS, 5 OZ

Mascot
Since 1953

5oz. Cookies & Cream Bites

Nutrition Facts

Servings: About 5, **Serv. size: 2 pieces (28g)**, Amount per serving: **Calories 140**, **Total Fat** 6g (8% DV), Sat. Fat 5g (25% DV), *Trans Fat* 0g, **Cholest.** 0g, **Sodium** 80mg (3% DV), **Total Carb.** 20g (7% DV), Fiber 0g, Total Sugars 15g (Incl. 14g Added Sugars, 28% DV), **Protein** 1g, Vit. D (0% DV), Calcium (0% DV), Iron (4% DV), Potas. (0% DV).

INGREDIENTS: CONFECTIONERS COATING (VEGETABLE OIL (PALM KERNEL OIL AND HYDROGENATED PALM KERNEL OIL), WHEY POWDER (MILK), WHOLE MILK SOLIDS, ARTIFICIAL COLOR (TITANIUM DIOXIDE), NONFAT DRY MILK SOLIDS, SALT, ARTIFICIAL FLAVOR, ENRICHED FLOUR (WHEAT FLOUR, NIACIN, REDUCED IRON, THIAMINE MONONITRATE, RIBOFLAVIN, FOLIC ACID), SUGAR, COCOA PROCESSED WITH ALKALI, CANOLA OIL, SALT, NATURAL FLAVOR, SODIUM BICARBONATE

CONTAINS: MILK, WHEAT, SOY

MANUFACTURED ON SHARED EQUIPMENT AND MAY CONTAIN TRACES OF MILK, SOY, PEANUTS AND OTHER TREE NUTS.



mascotpecan.com

MASCOT INC.

819 S Veterans Blvd. | Glennville, Ga 30427

ITEM# 00026



0 70199 00159 1

© 2023 Mascot Inc.

Mascot
Since 1953

COOKES 'N CREAM BITES



Chocolate Cookie Bits Surrounded
With Sweet White Confection.



0 TRANS
FATS

NT WT 5 OZ (141.8g)

Item 8000013
PEANUTS MILK CHOC CARAMEL CLUSTERS, 5 oz



5oz. MC Peanut Clusters

Nutrition Facts

Servings: 4.5, **Serv. size: 2 pieces (30g)**, Amount per serving:

Calories 140, **Total Fat** 8g (10% DV), **Sat. Fat** 3.5g (18% DV), **Trans Fat** 0g, **Cholest.** <5mg (1% DV), **Sodium** 60mg (3% DV), **Total Carb.** 15g (5% DV), **Fiber** <1g (3% DV), **Total Sugars** 11g (Incl. 6g Added Sugars, 12% DV), **Protein** 3g, **Vit. D** (0% DV), **Calcium** (2% DV), **Iron** (2% DV), **Potas.** (2% DV).

INGREDIENTS: SWEETENED CONDENSED MILK (MILK SOLIDS, SUCROSE), CORN SYRUP, SUGAR, PALM KERNEL OIL, BUTTER (CREAM, NATURAL FLAVOR), SALT, SOY LECITHIN, VANILLA FLAVOR, CARRAGEENAN (DEXTROSE, SODIUM CHLORIDE, SODIUM BICARBONATE), SODIUM BICARBONATE, PEANUTS, SUGAR, COCOA BUTTER, MILK, CHOCOLATE LIQUOR, SOY LECITHIN (AN EMULSIFIER), AND VANILLA EXTRACT, PALM KERNEL OIL, NONFAT DRY MILK, WHOLE MILK POWDER, COCOA POWDER (PROCESSED WITH ALKALI), SOY LECITHIN (AN EMULSIFIER), NATURAL FLAVOR

CONTAINS: MILK, PEANUTS, SOY

MANUFACTURED ON SHARED EQUIPMENT AND MAY CONTAIN TRACES OF MILK, SOY, PEANUTS AND OTHER TREE NUTS.



mascotpecan.com

MASCOT INC.

819 S Veterans Blvd. | Glennville, Ga 30427

ITEM# 200239



© 2023 Mascot Inc.



PEANUT CARAMEL CLUSTERS



**Roasted Peanuts In A Smooth Caramel
Drenched In Milk Chocolate.**



0 TRANS
FATS

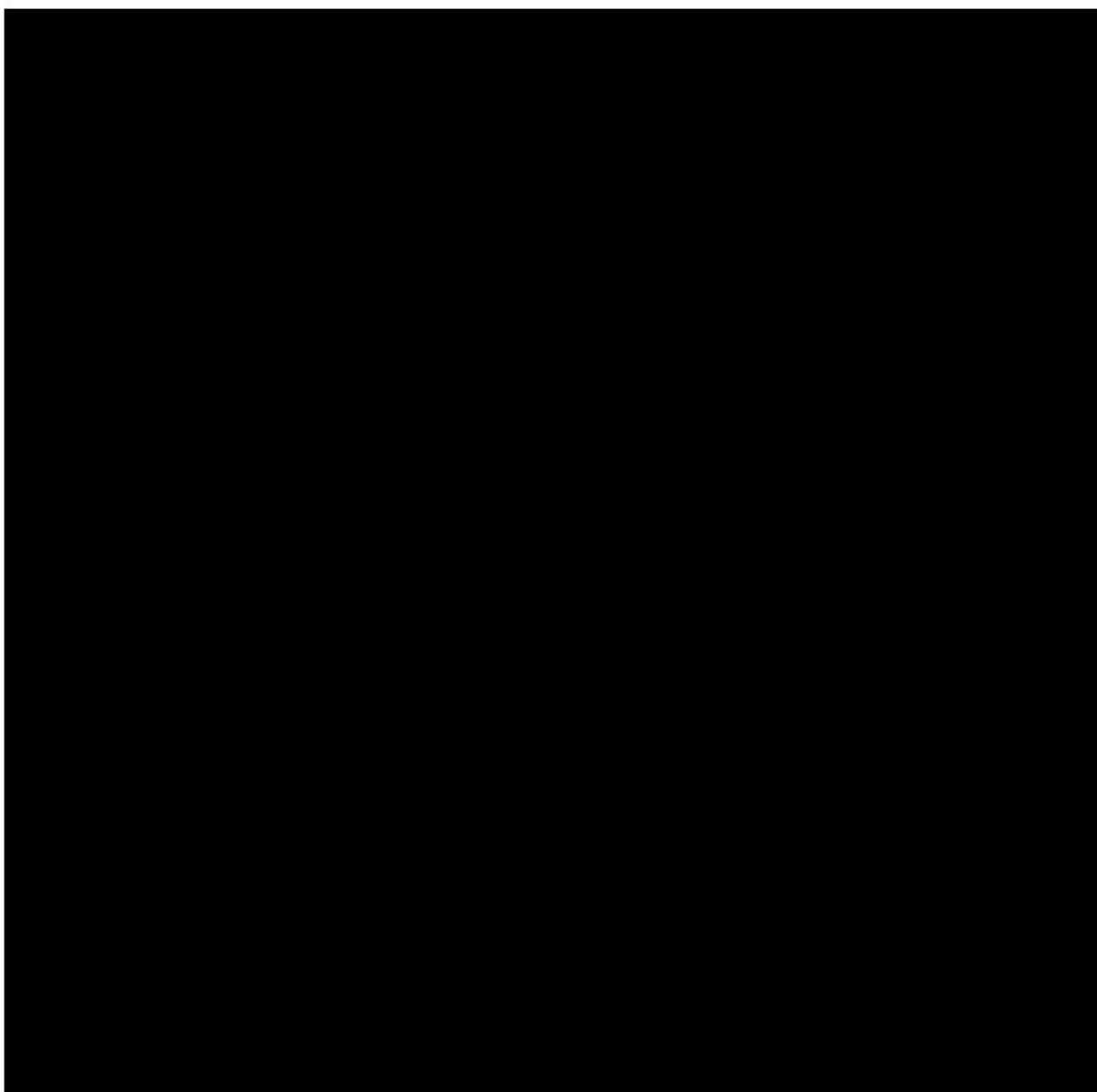
NT WT 5 OZ (141.8g)



September 1, 2023

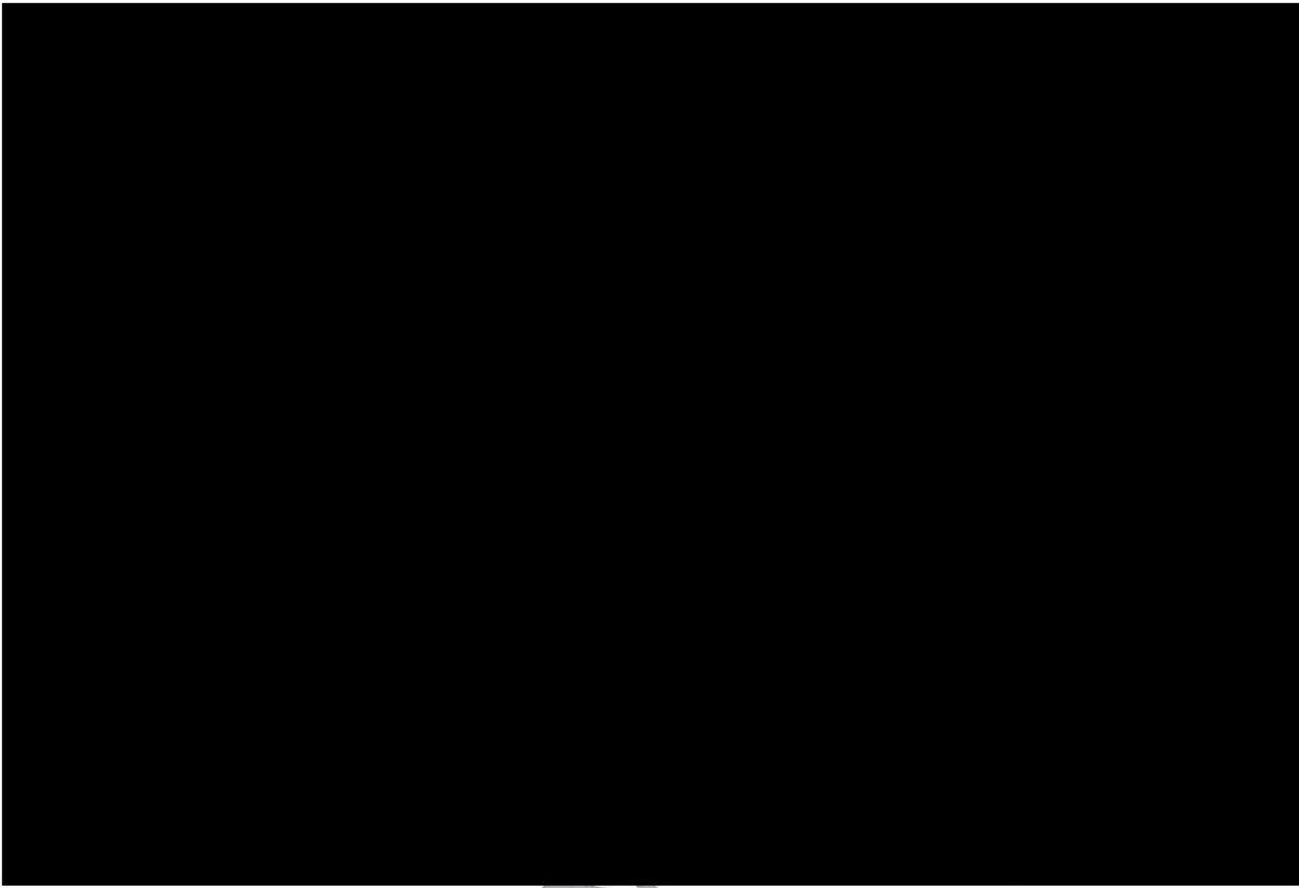
Nebraska Department of Correctional Services
801 W. Prospector Place, Bldg. #1
Lincoln, NE 68522

RE: Financial Statements, Keefe Commissary Network, LLC dba Access Securepak

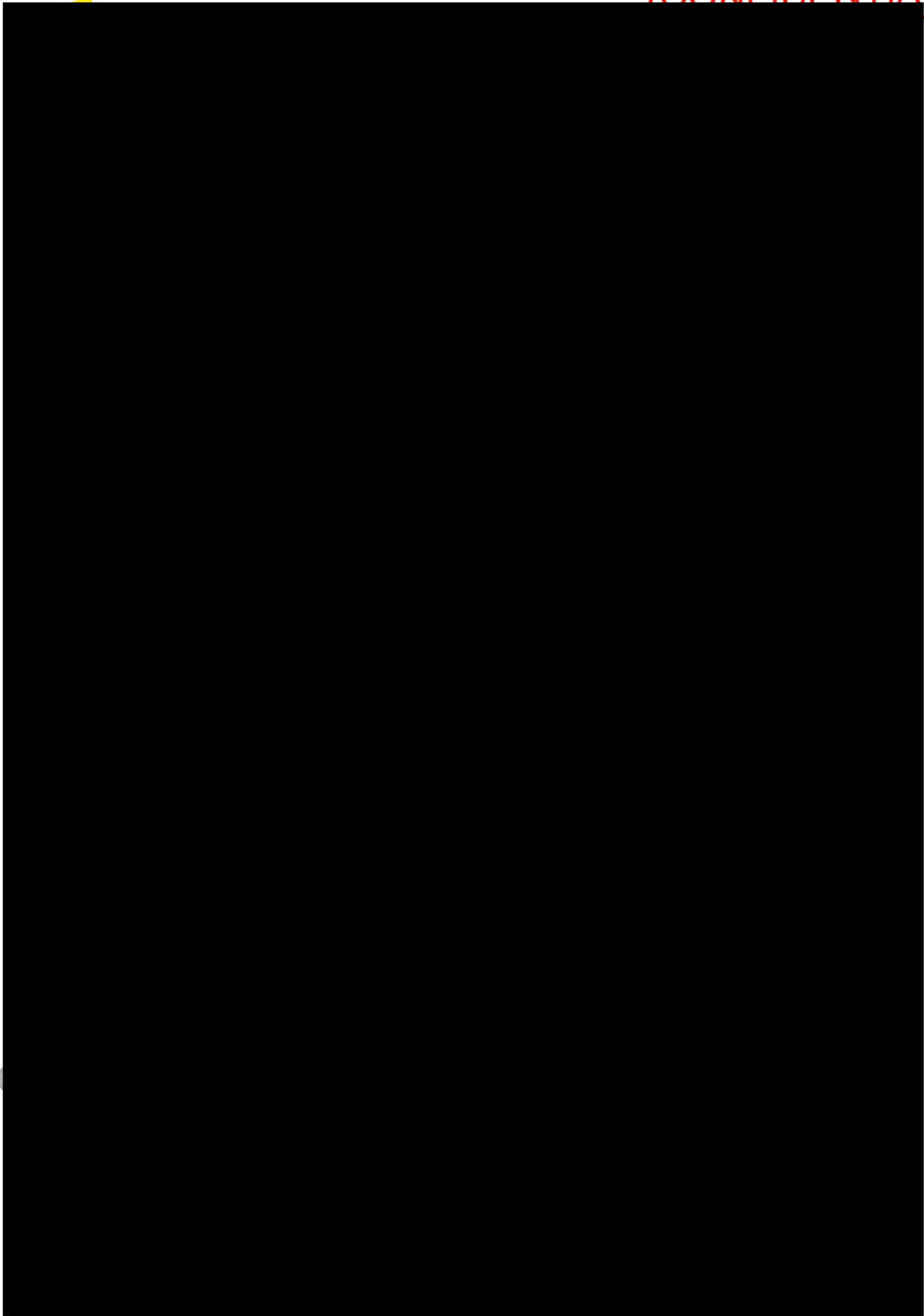


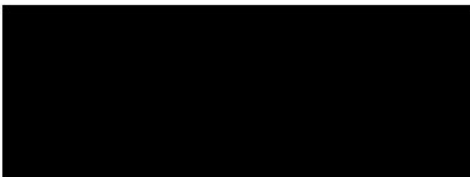
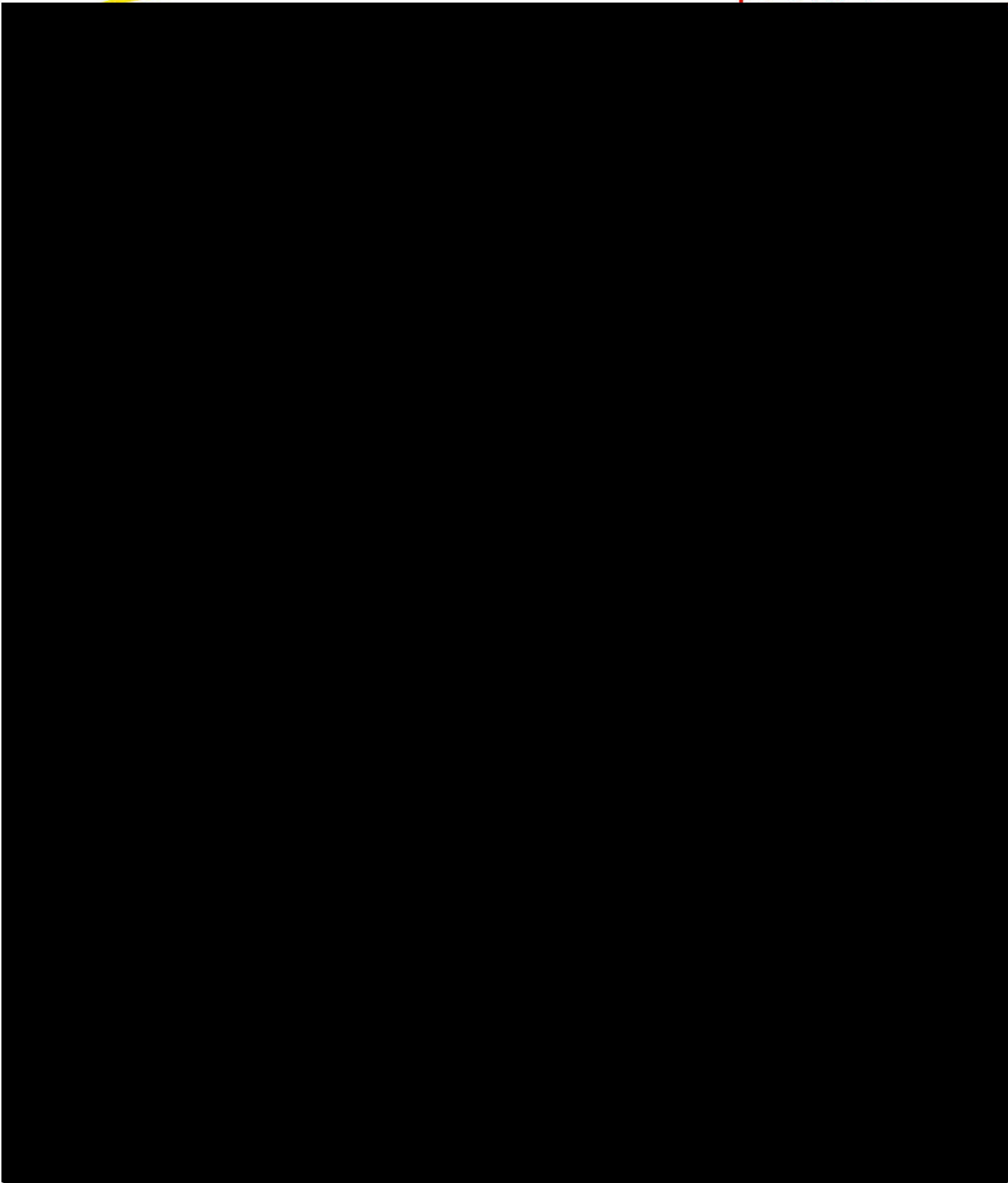


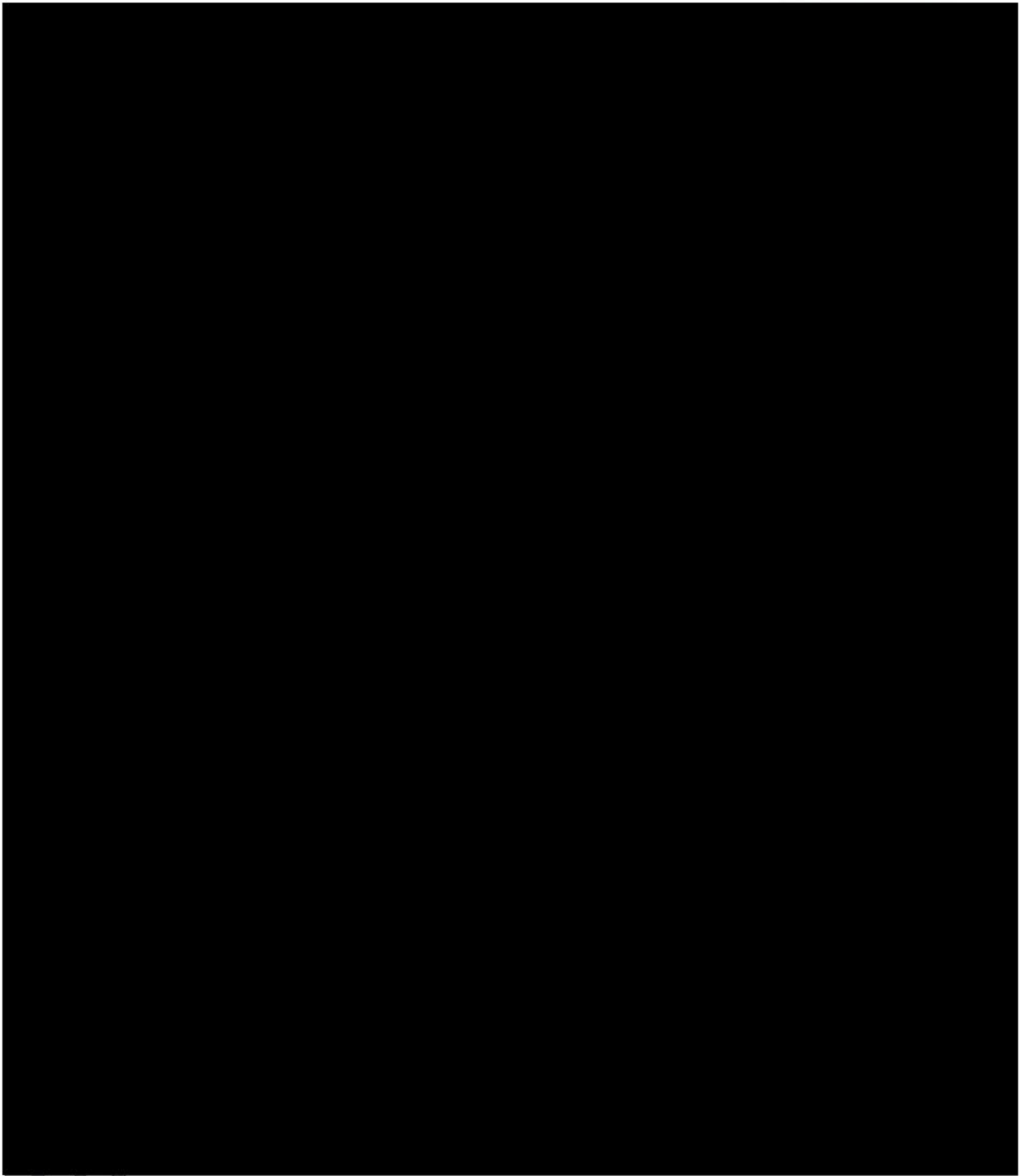
Provided to Nebraska DOC



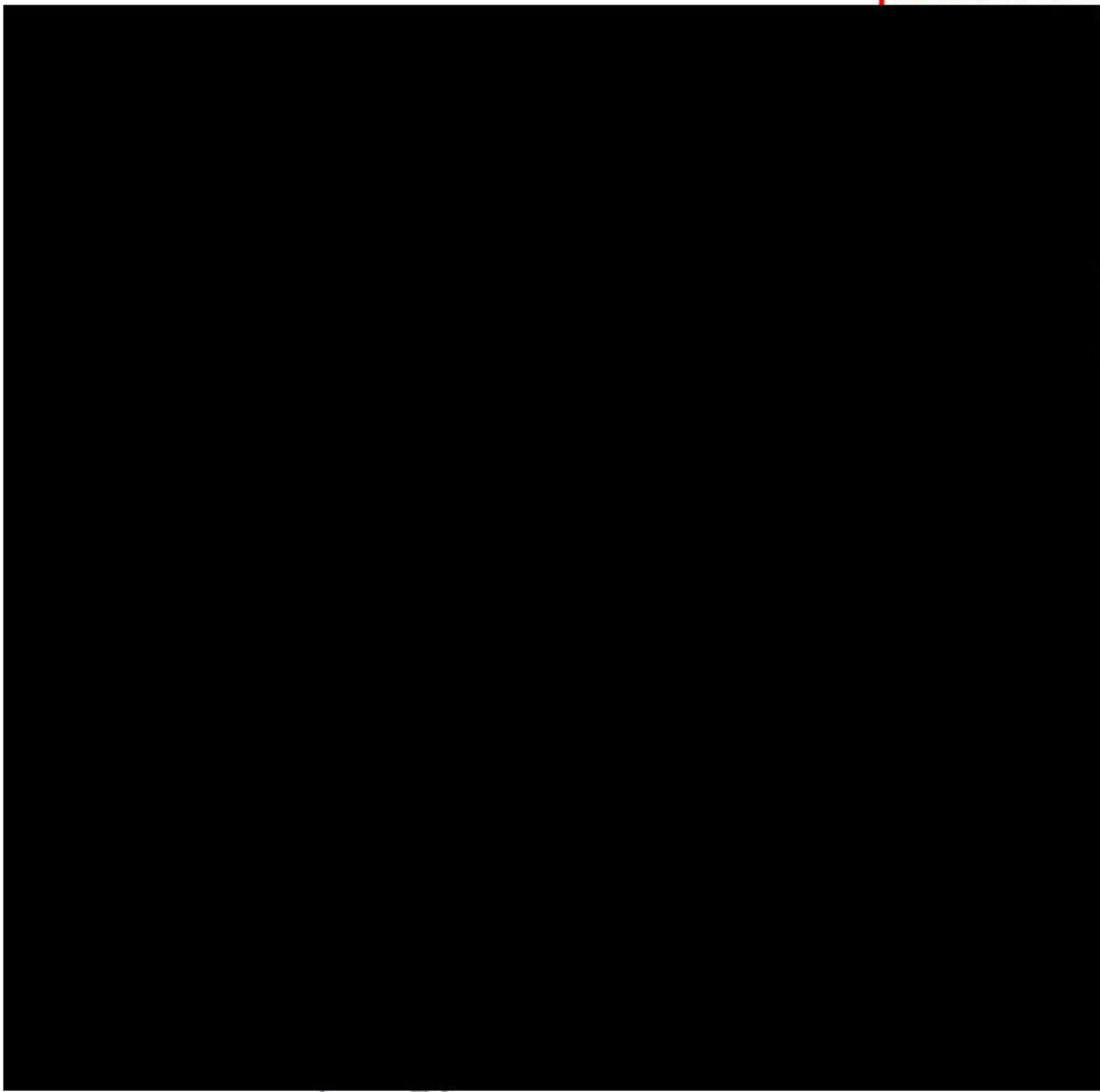
Provided to N



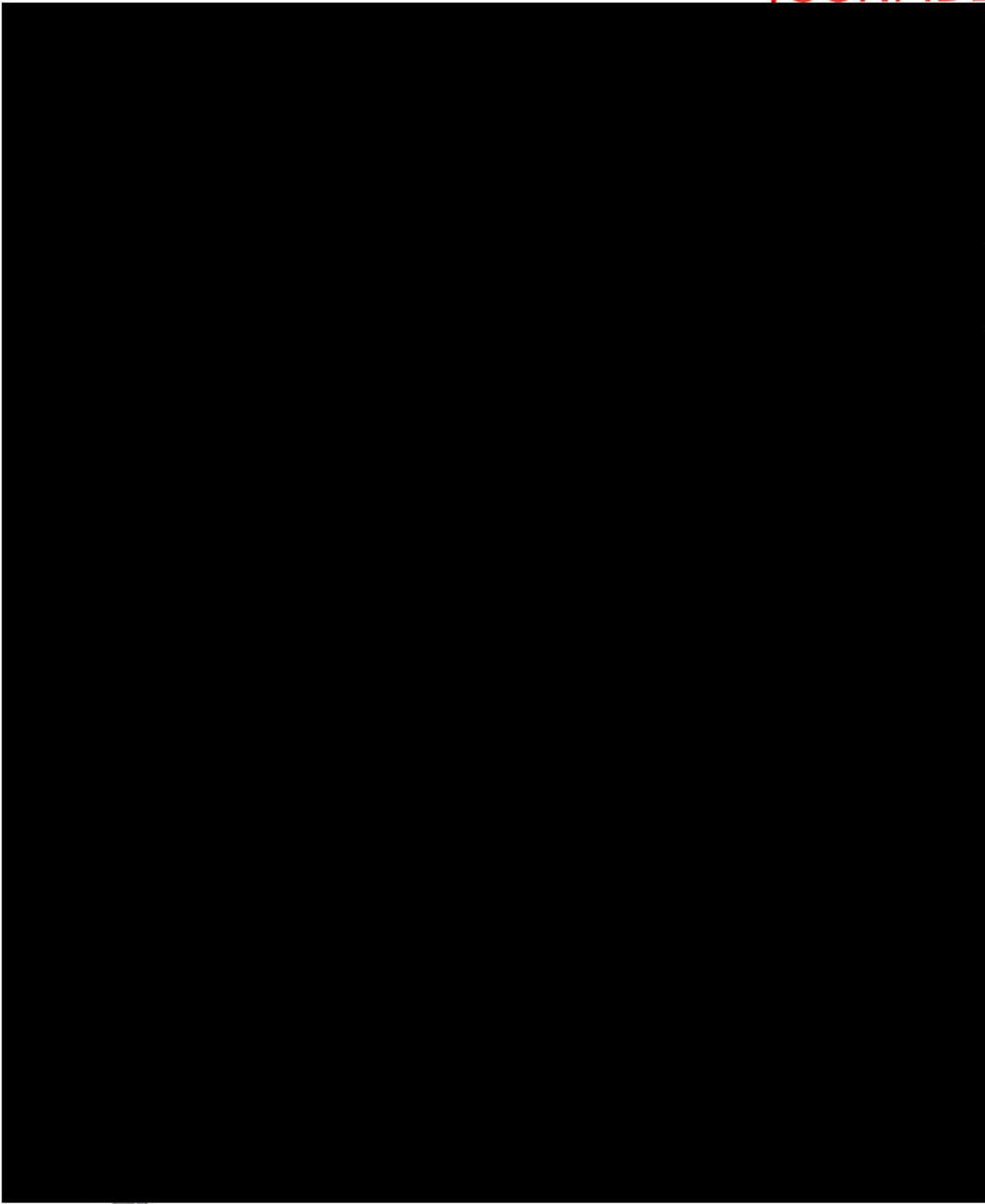




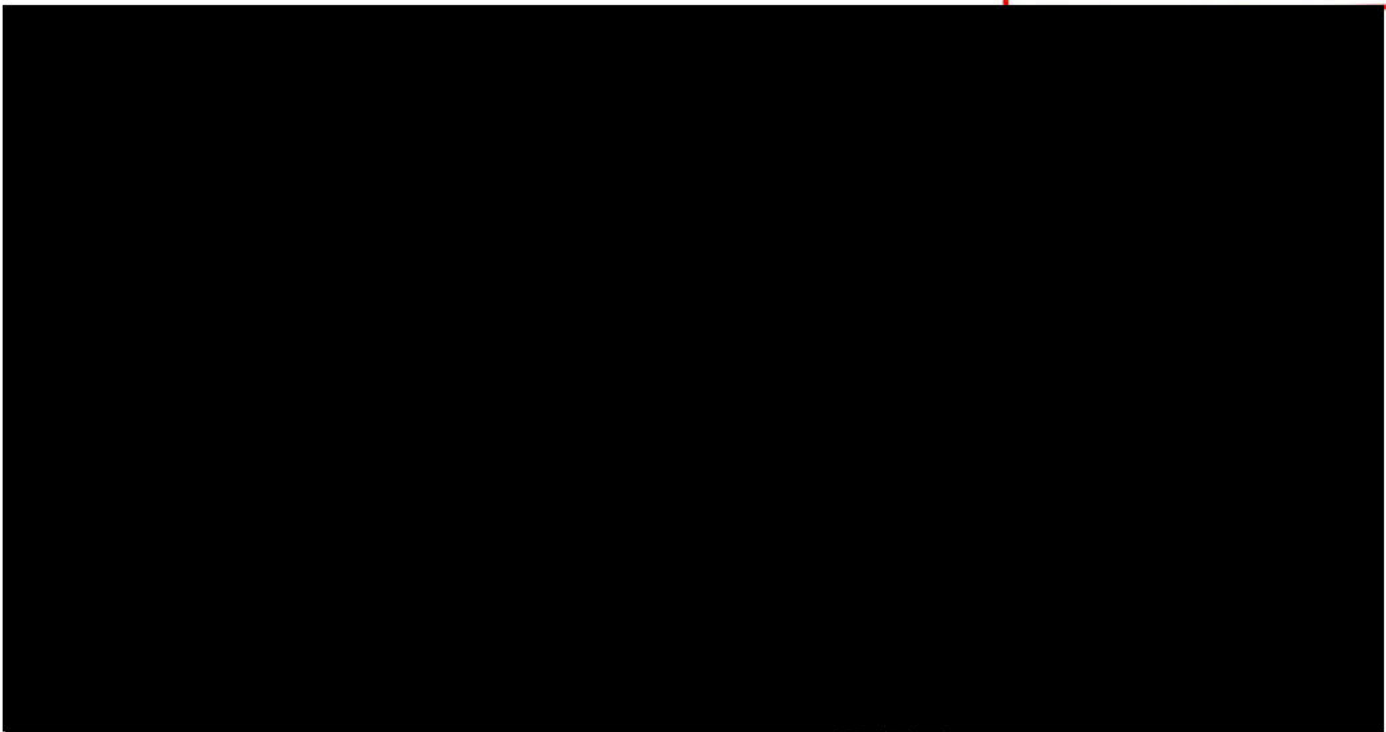
PT



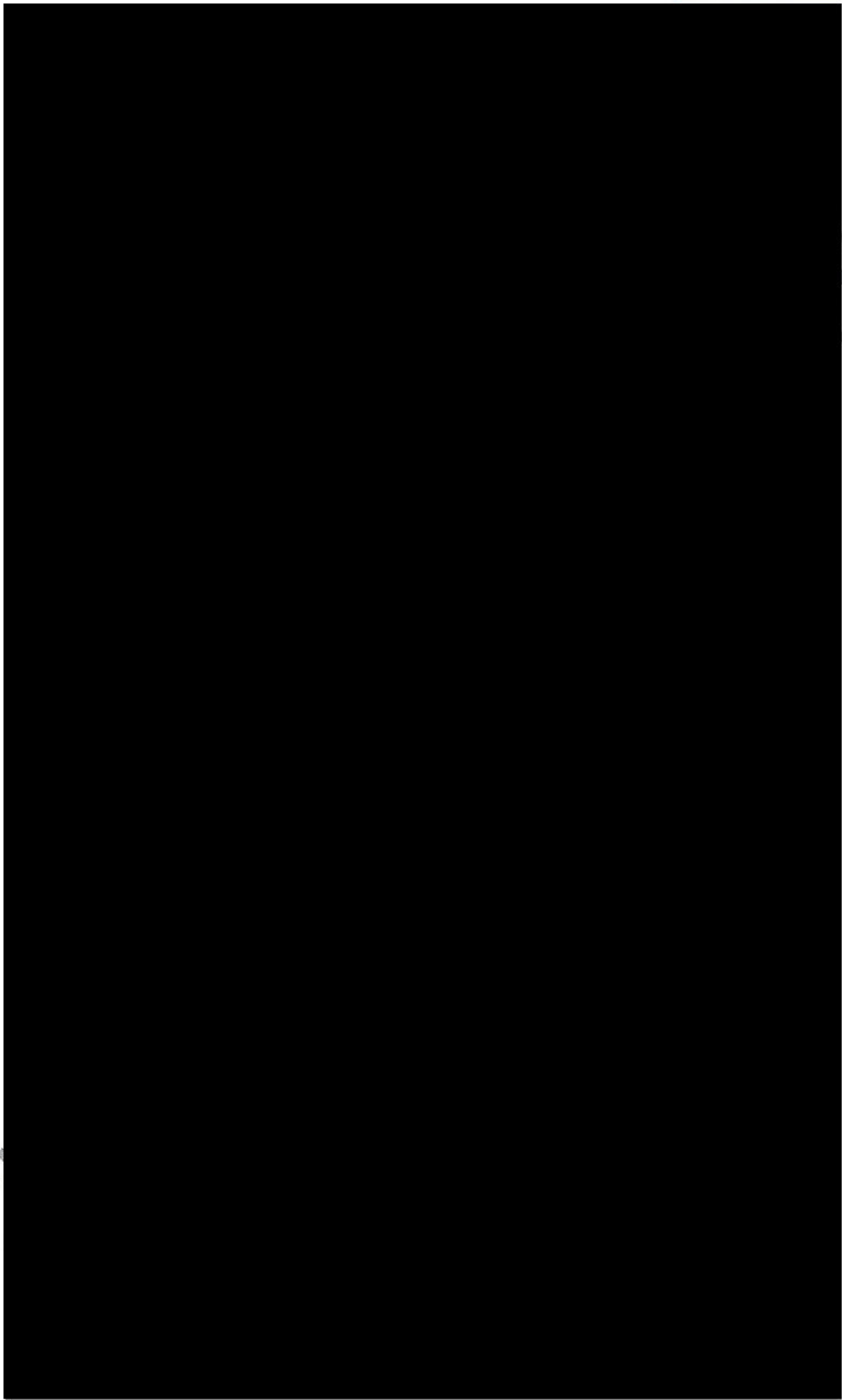
Provided to



Pro

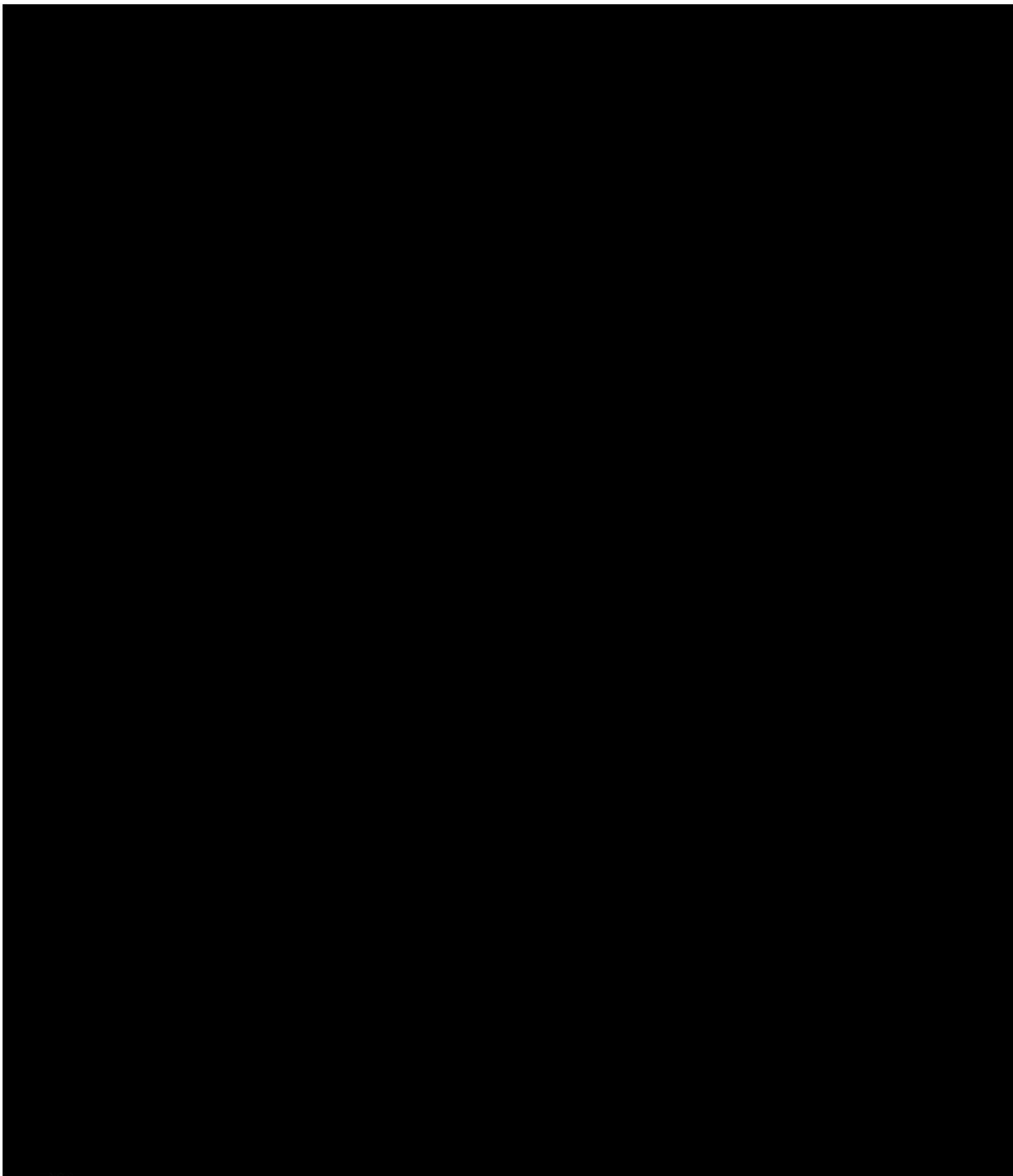


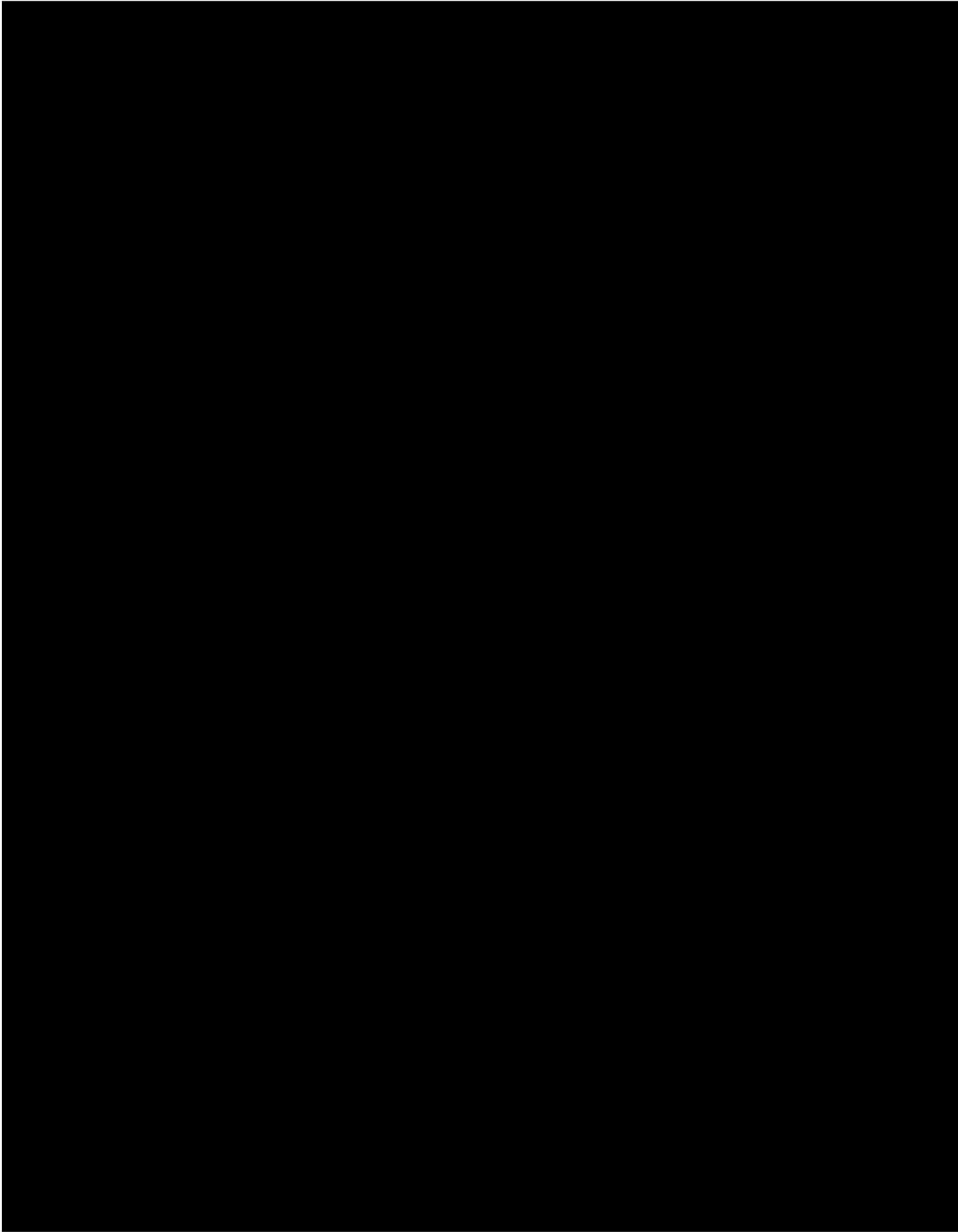
Provided to Nebraska

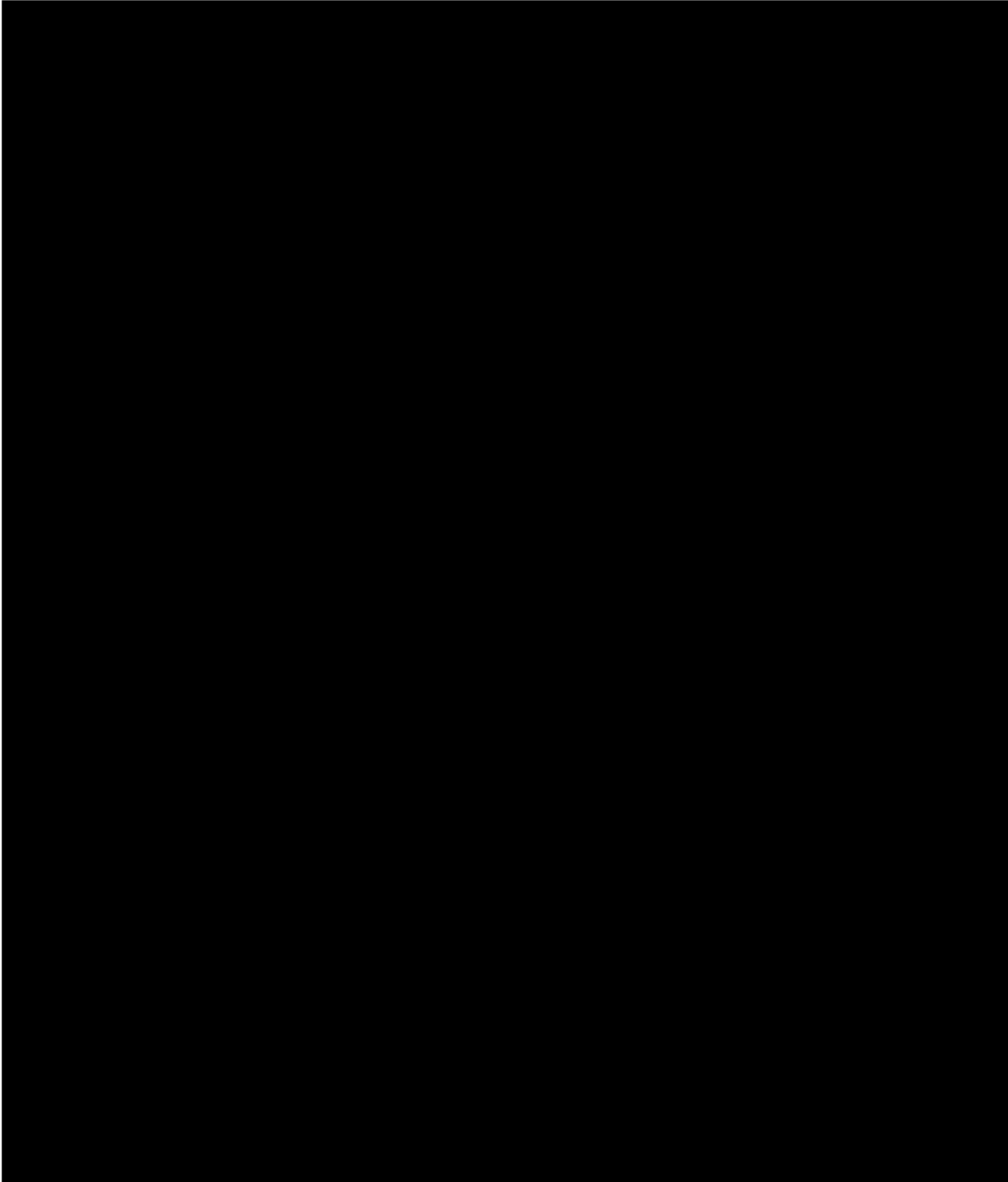


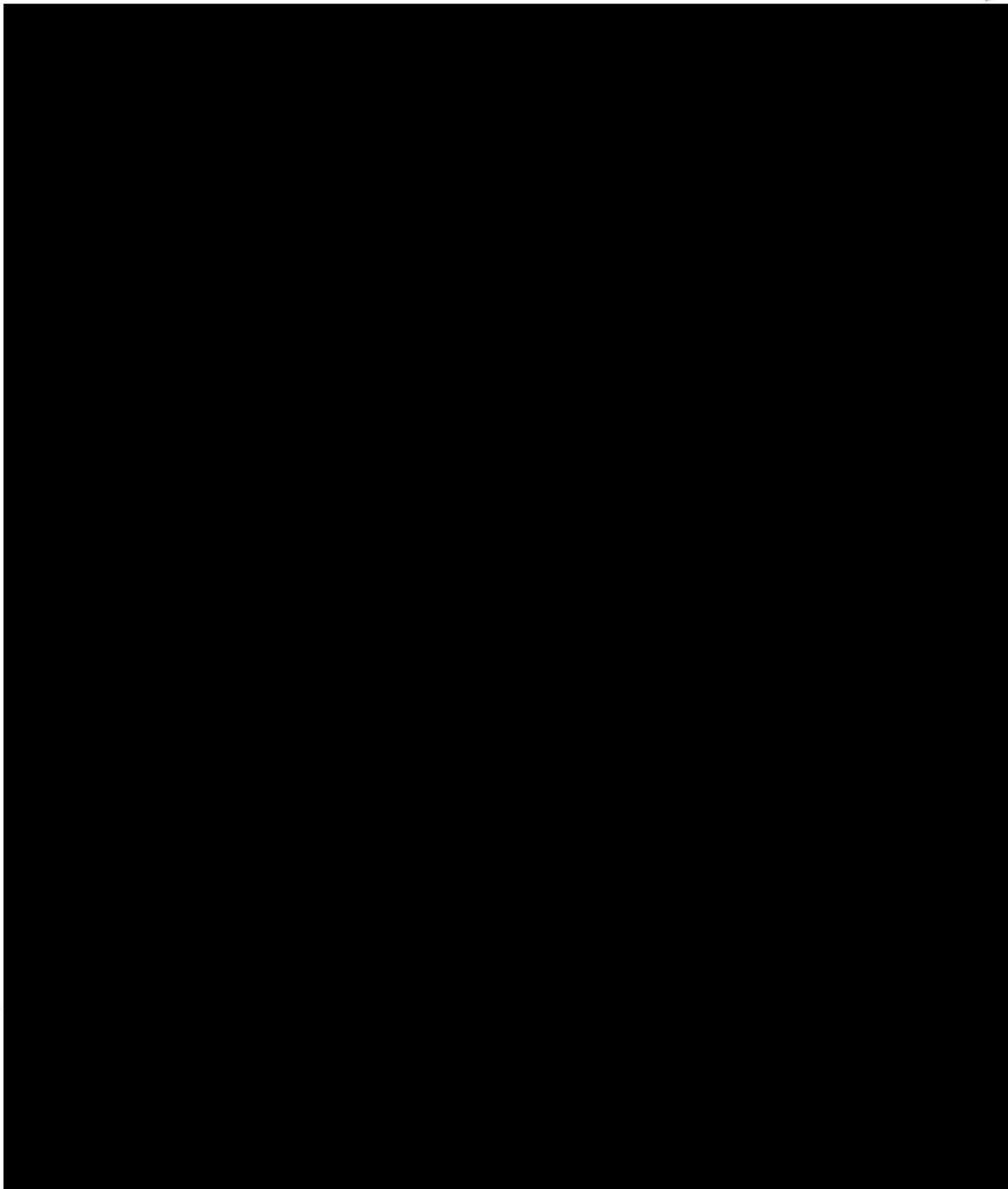
OC

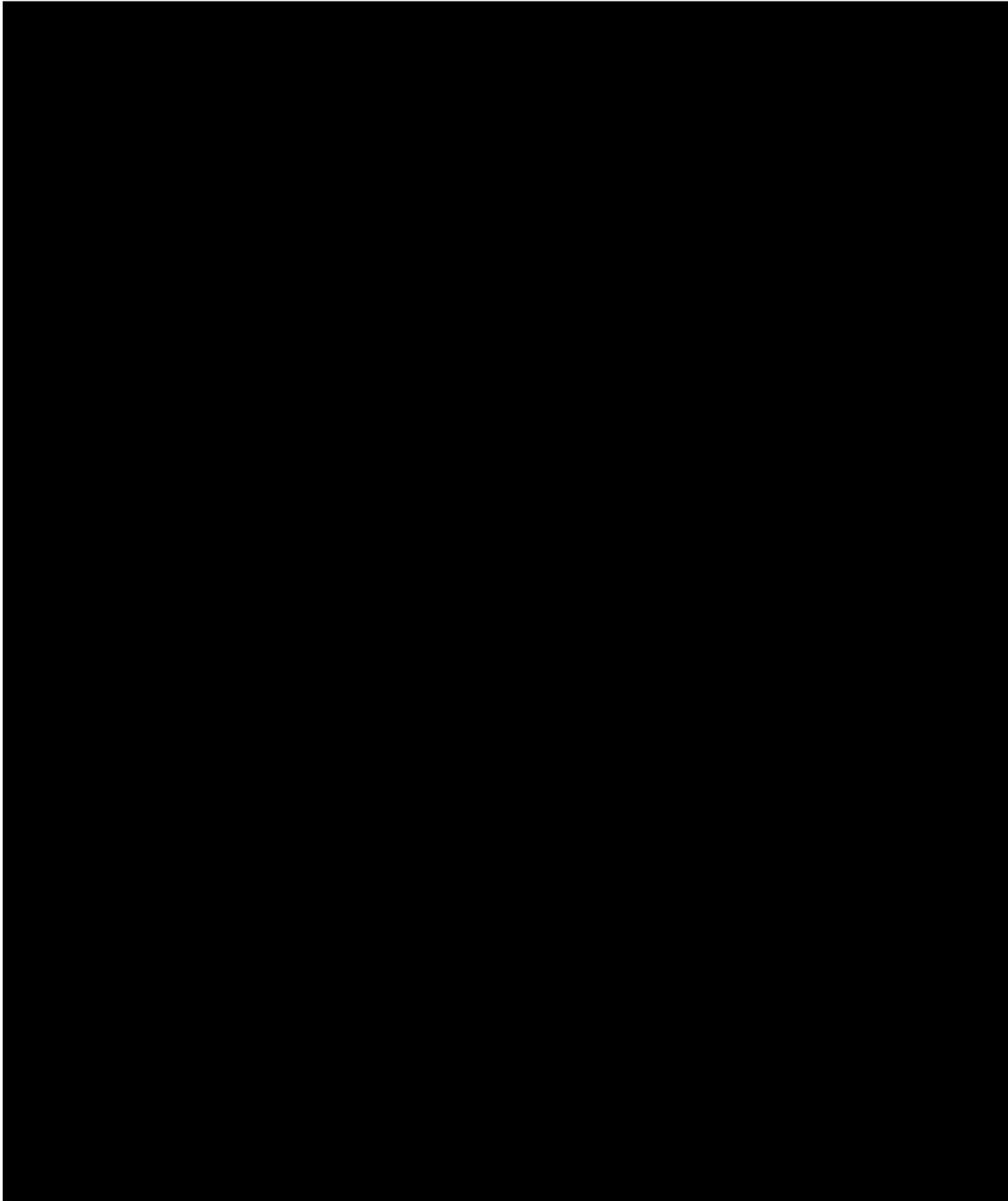
AD

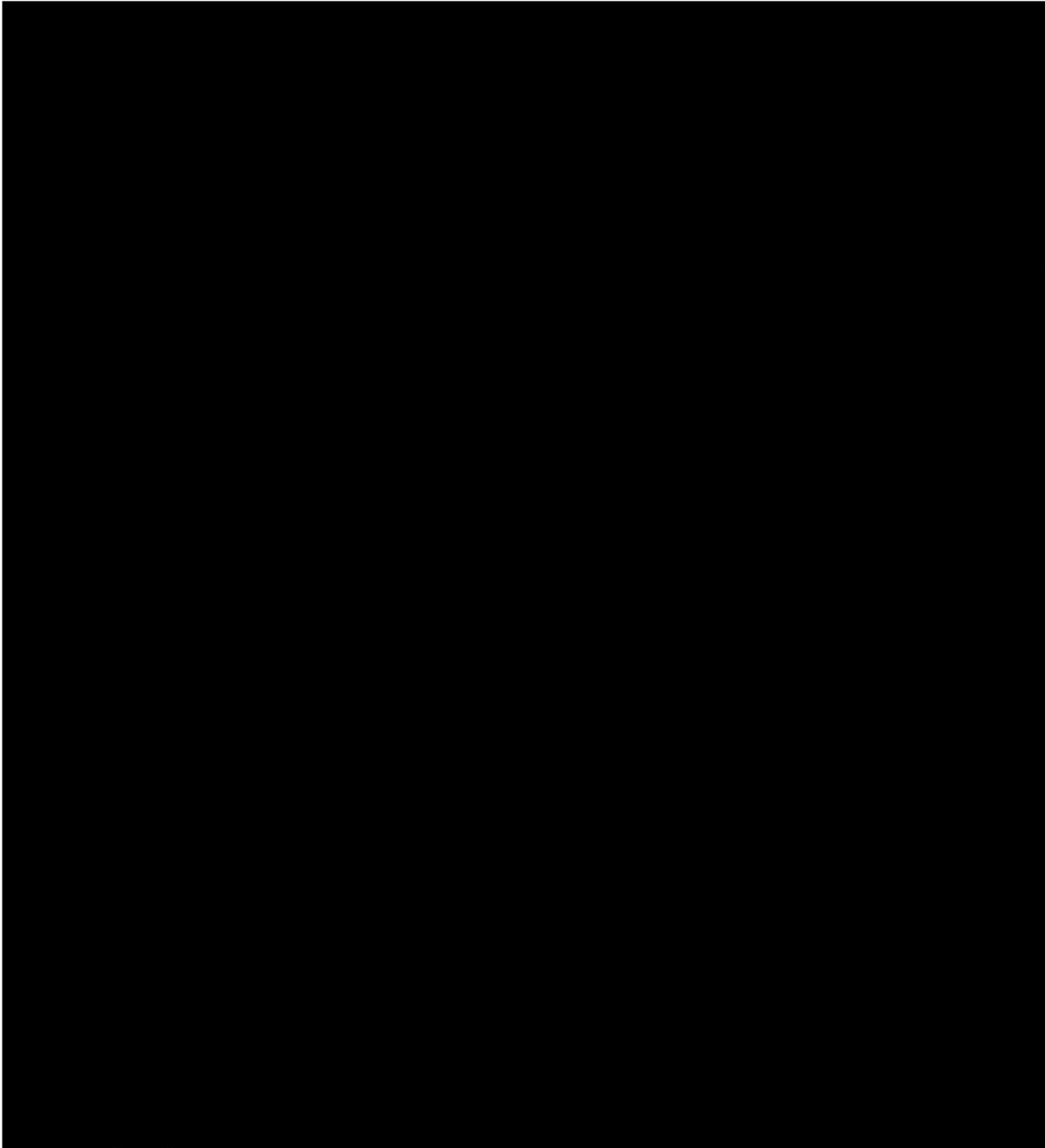




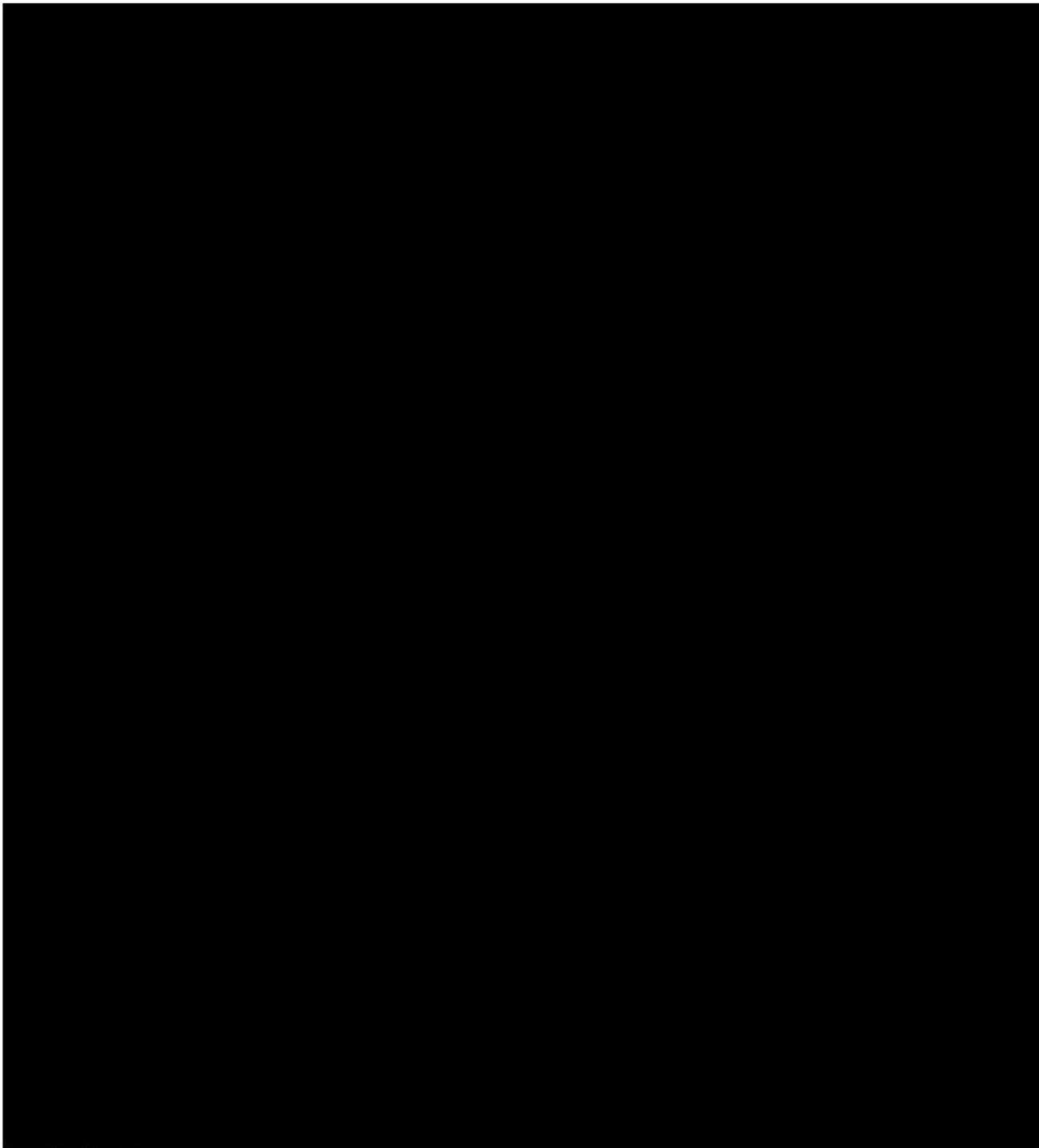




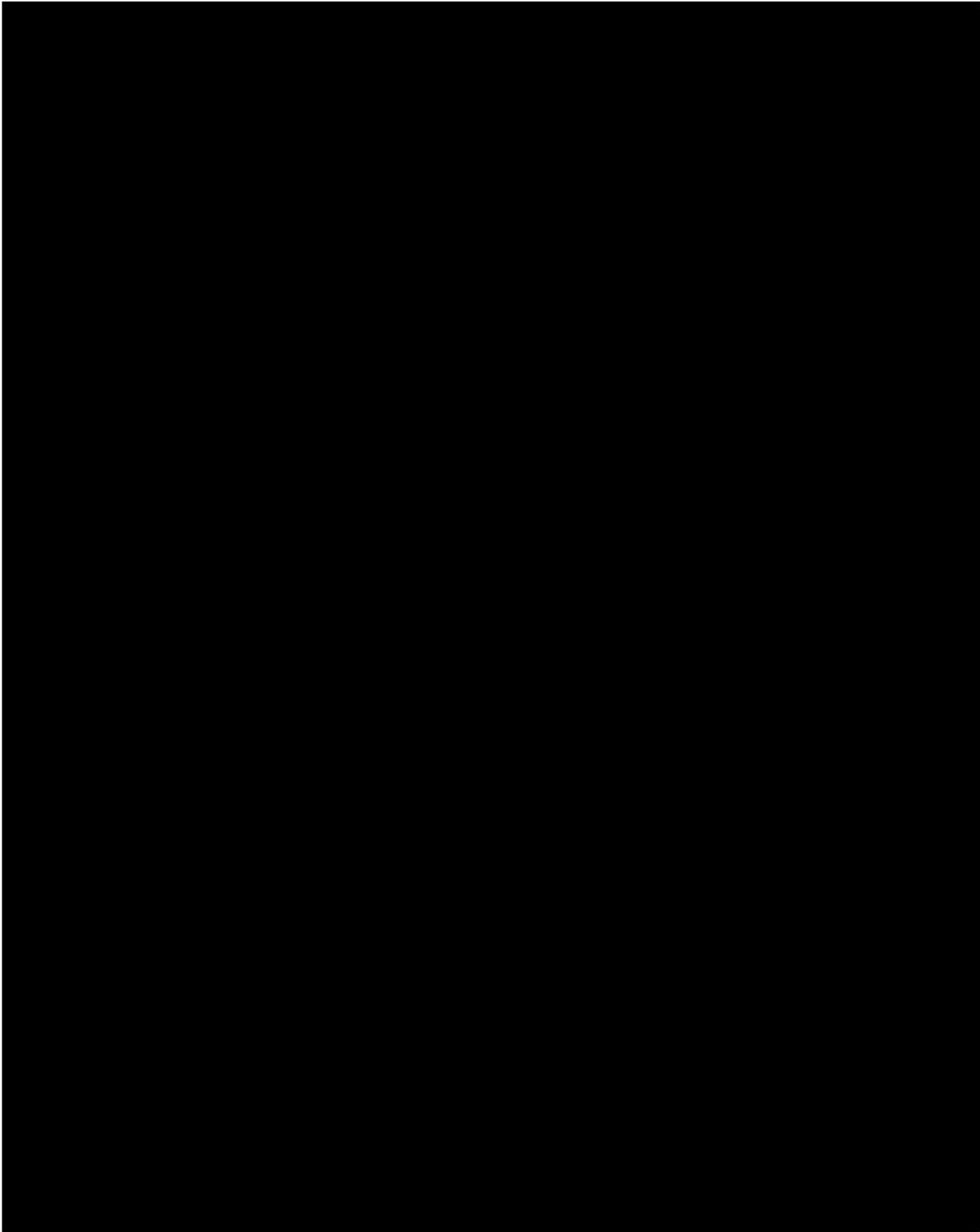


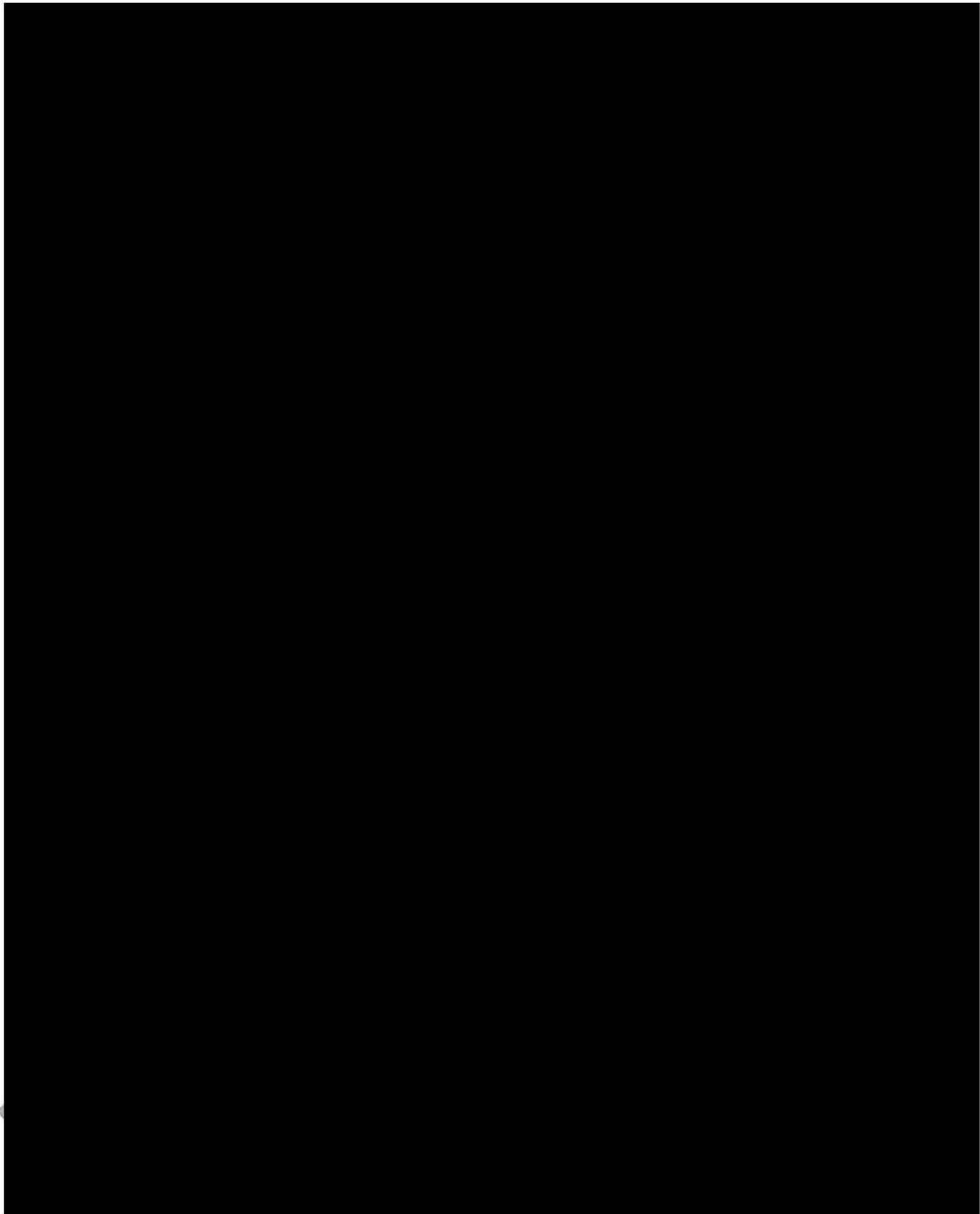


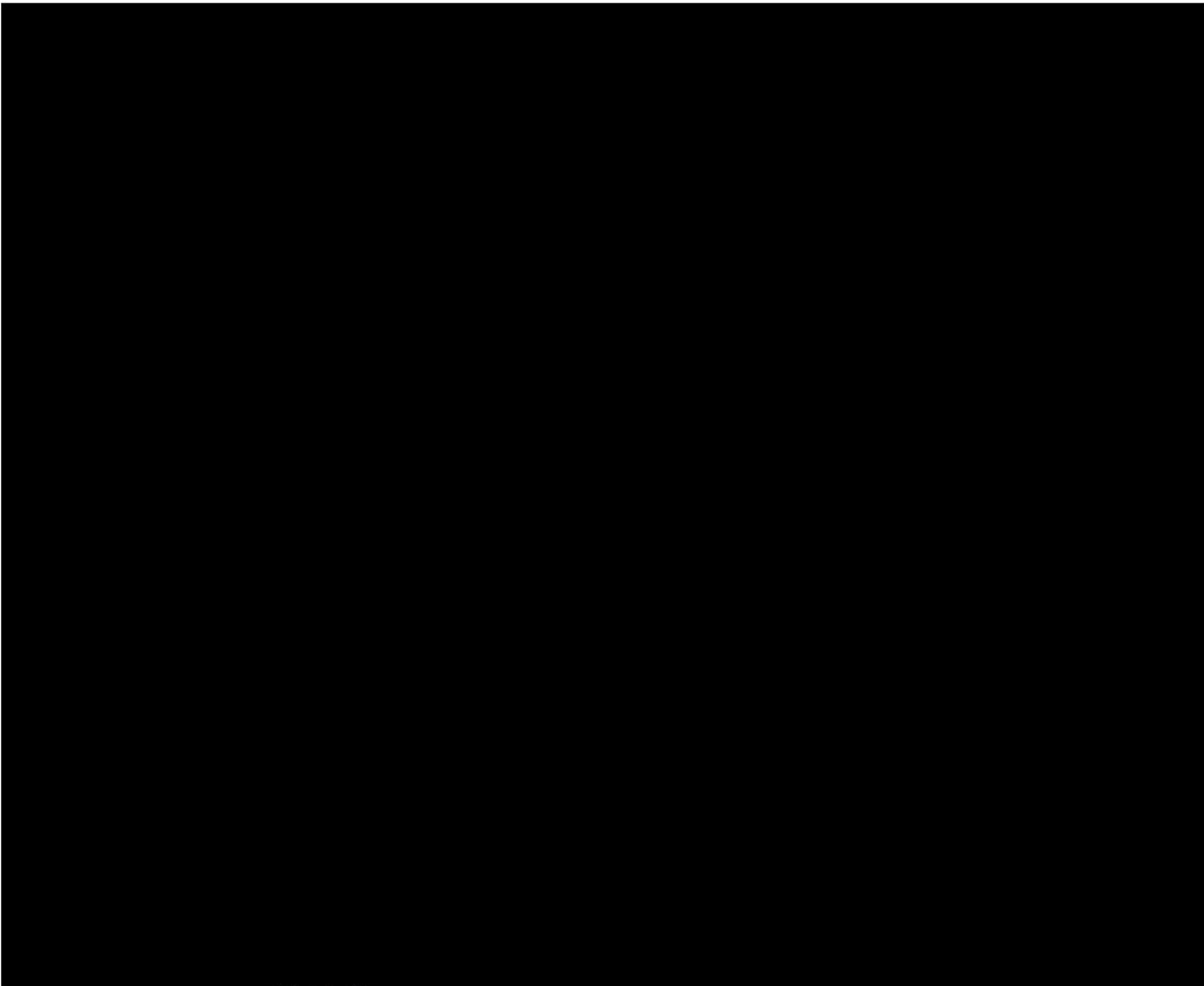
Pro



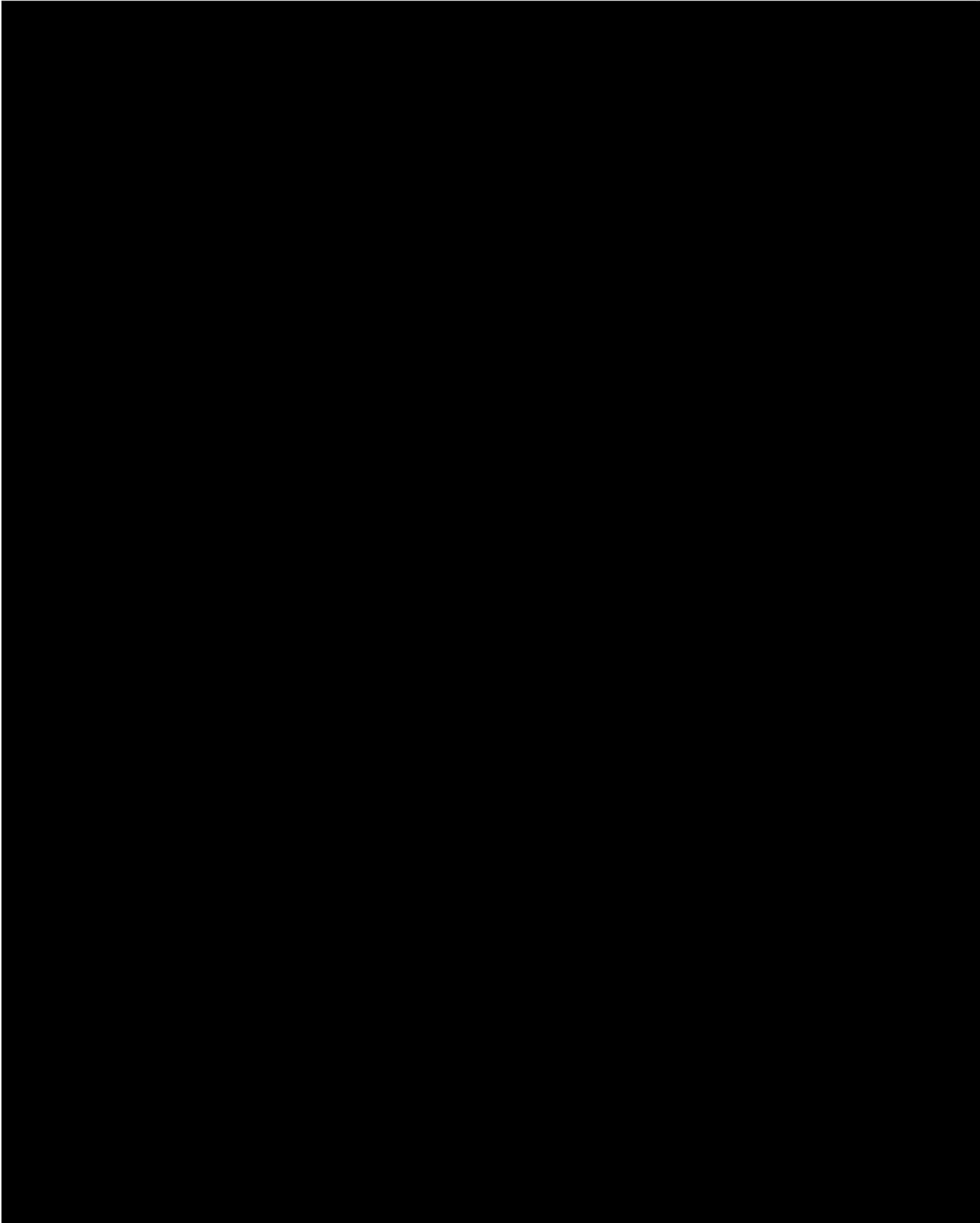
P

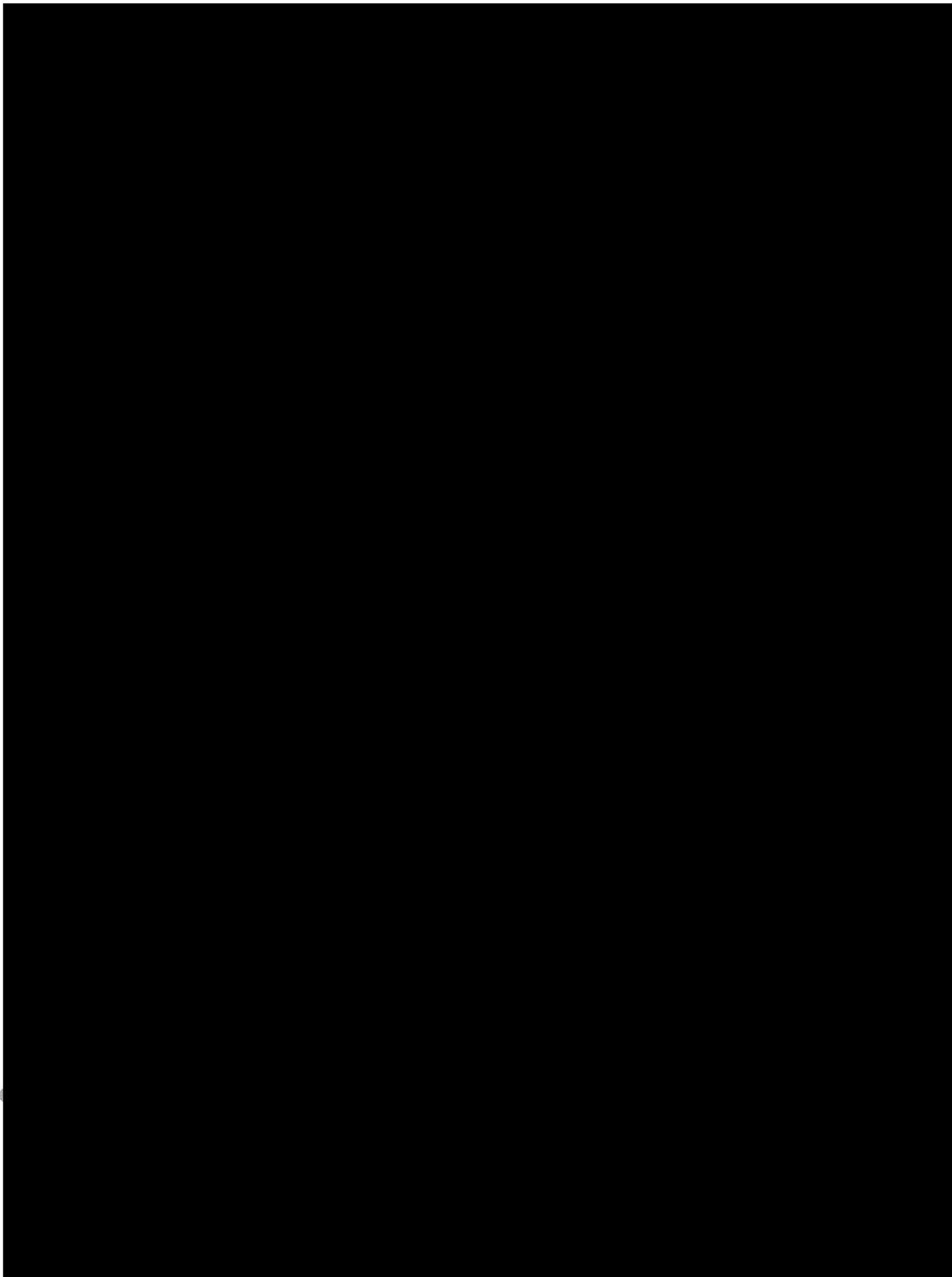


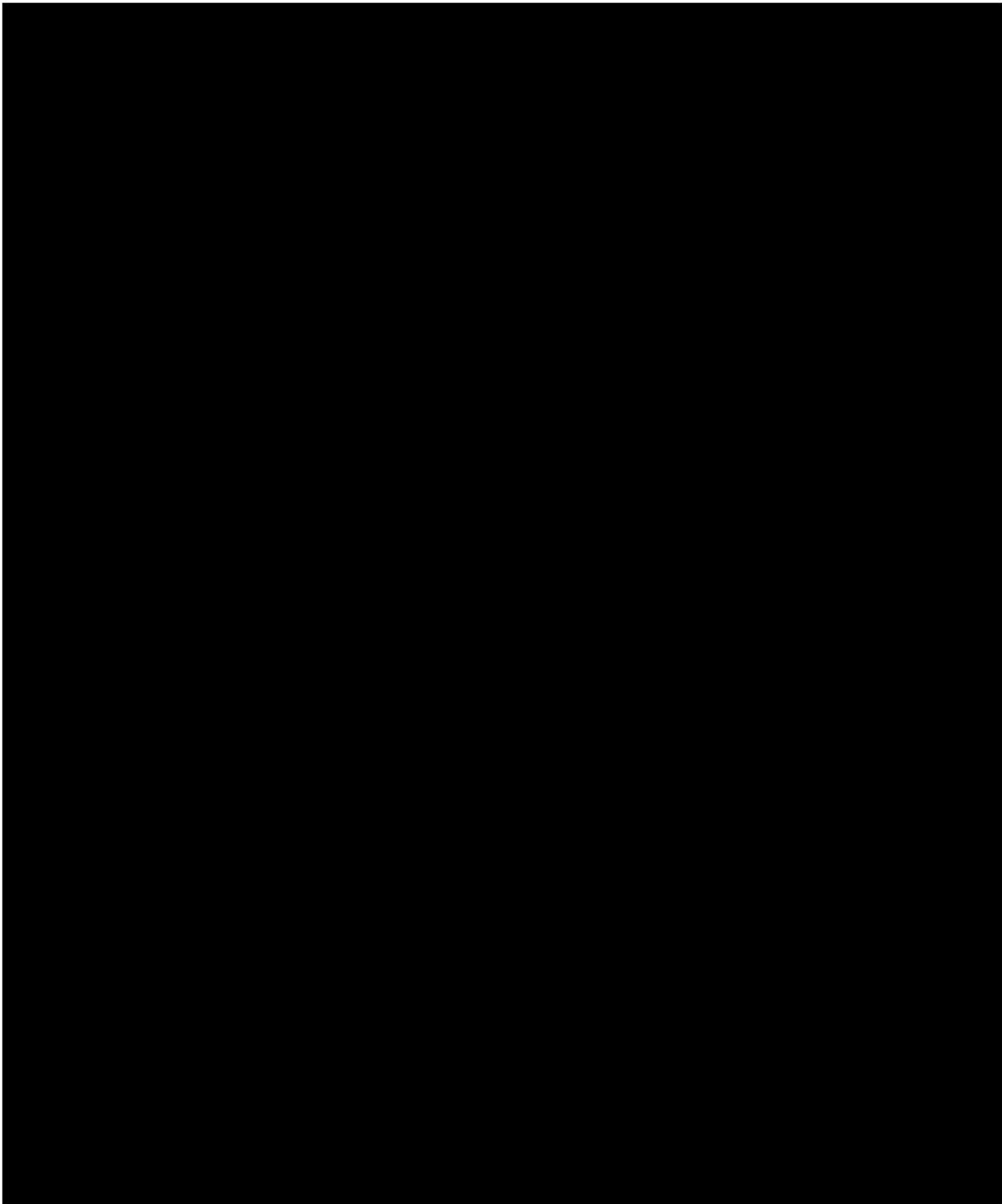


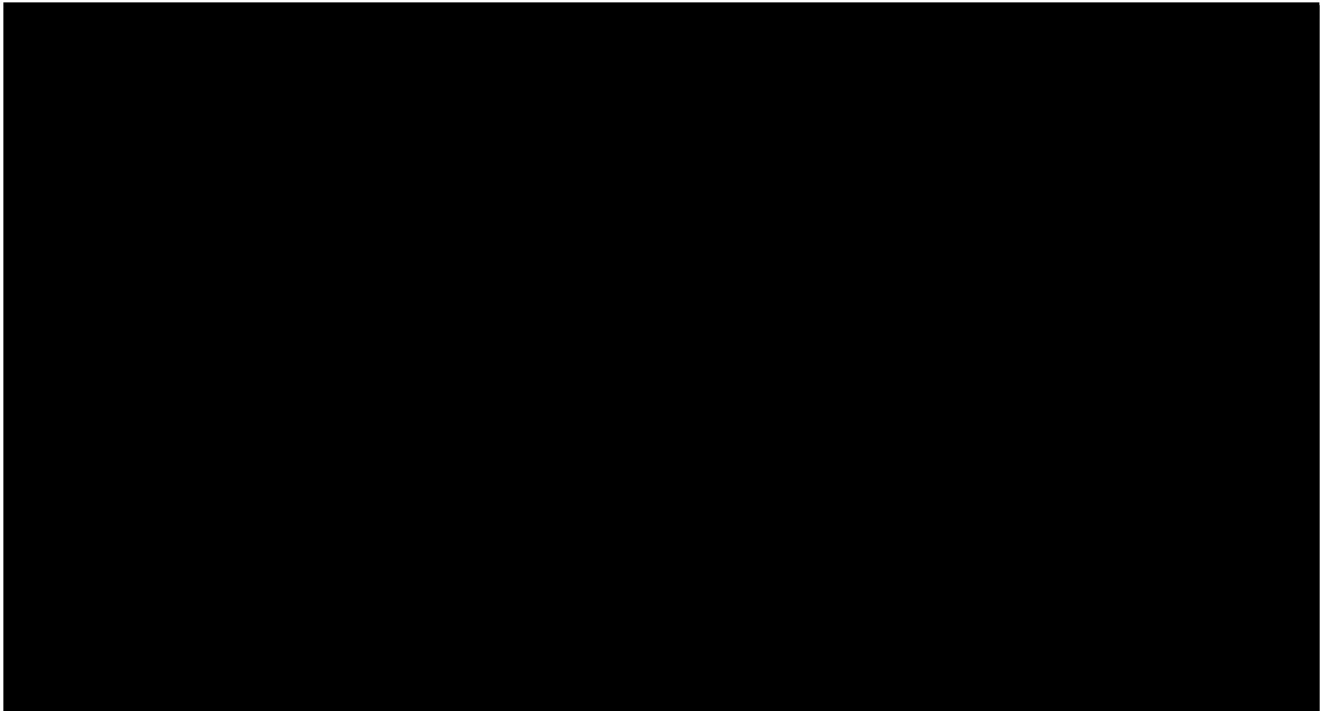


Provided

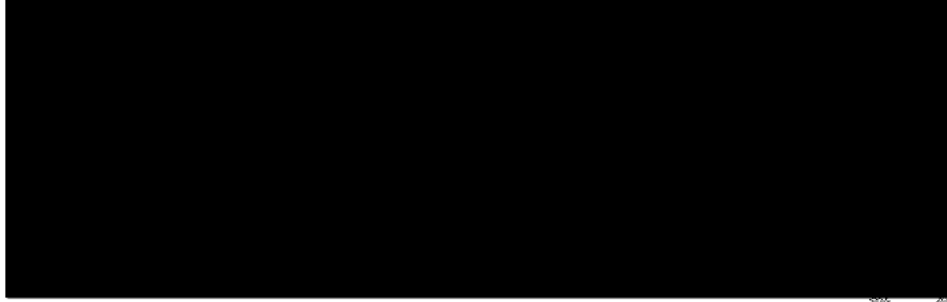




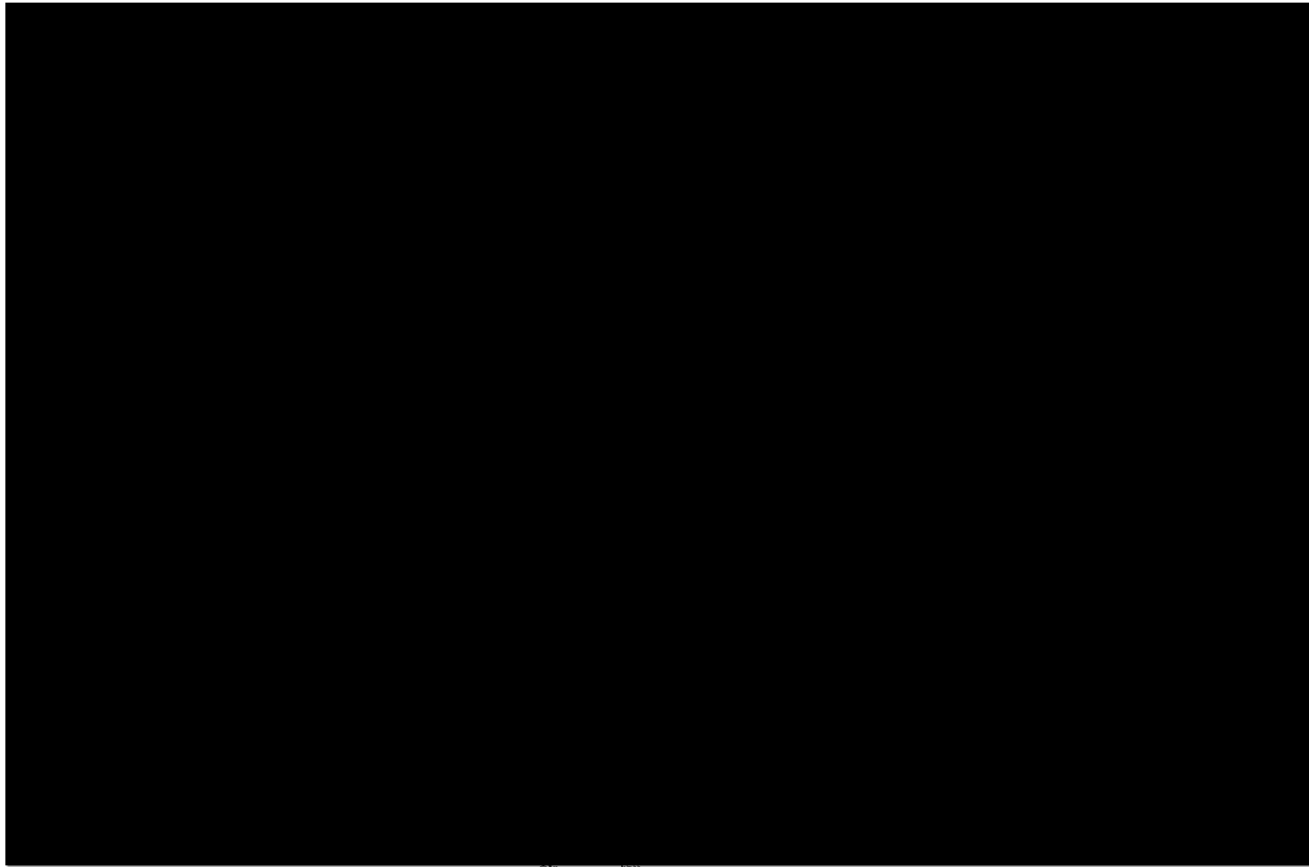




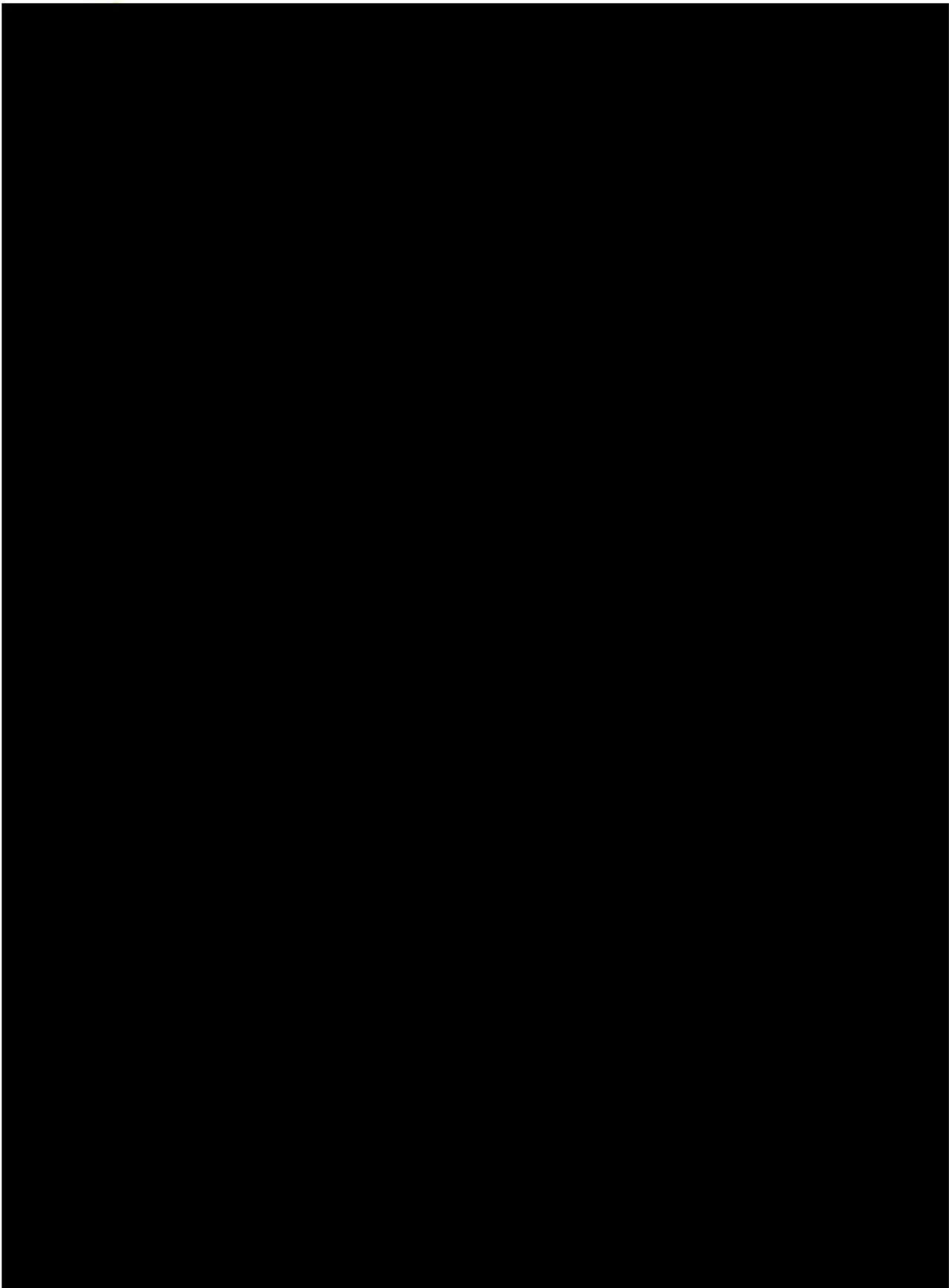
Provided to Nebraska

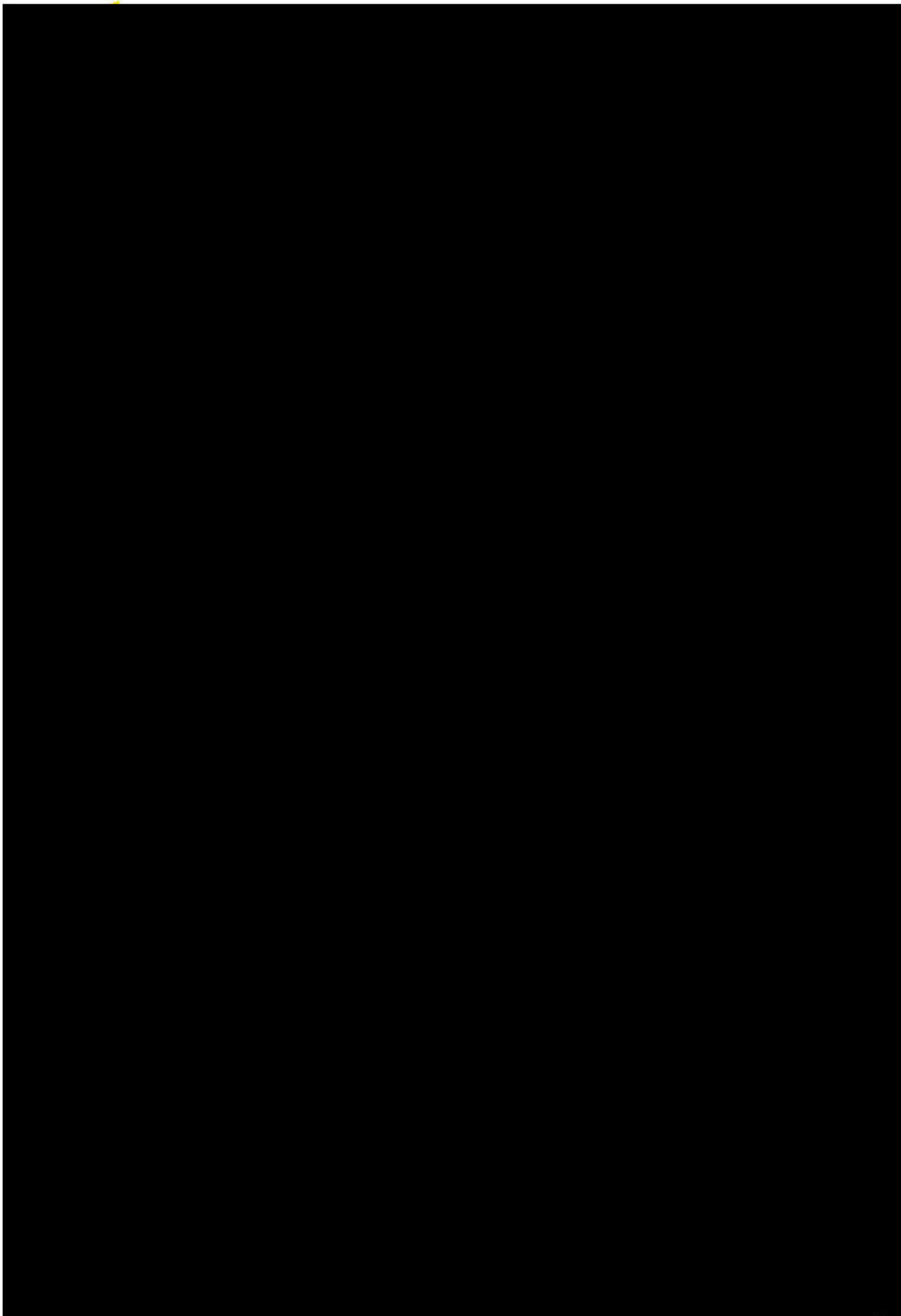


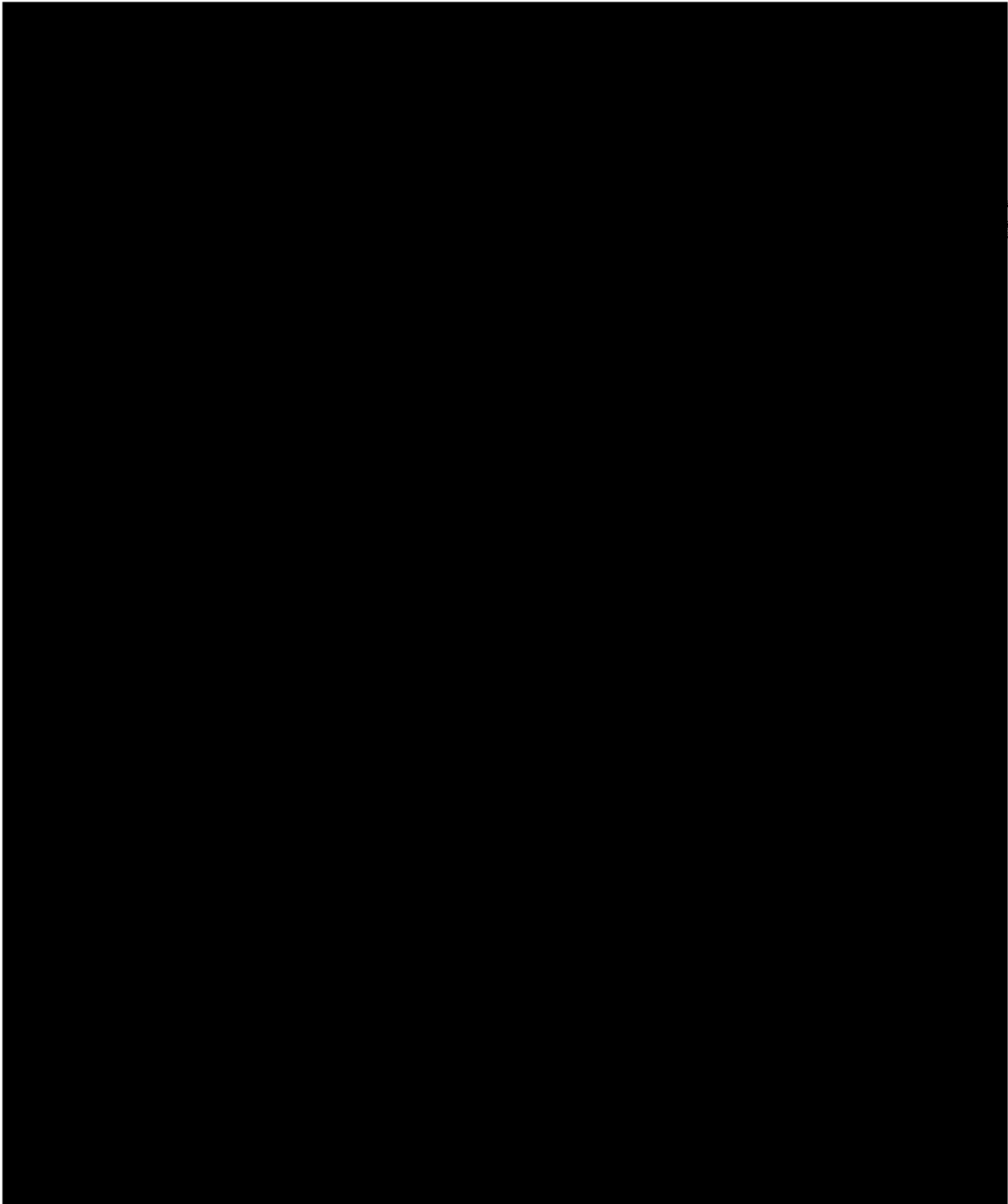
Provided to Nebraska LROC

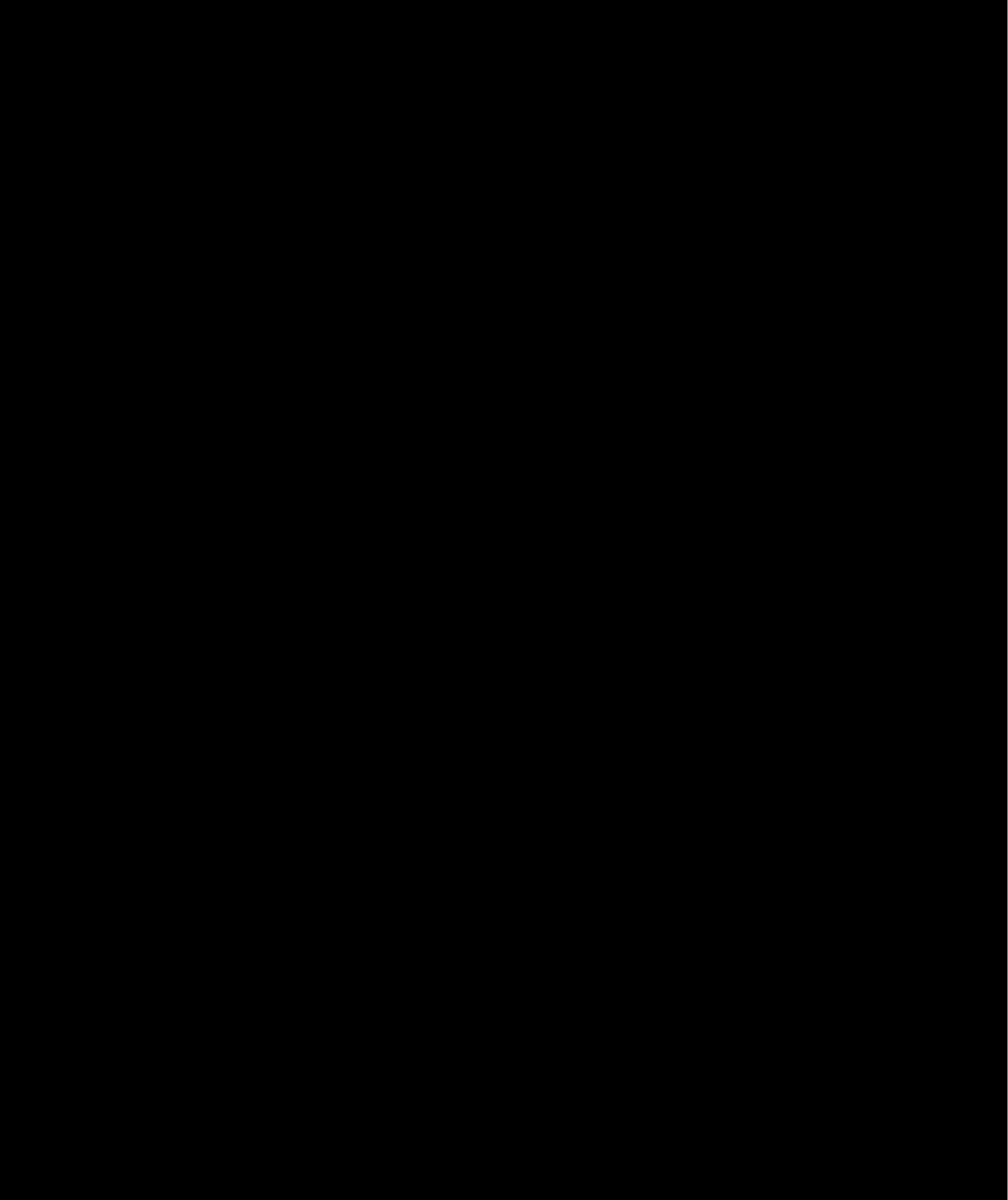


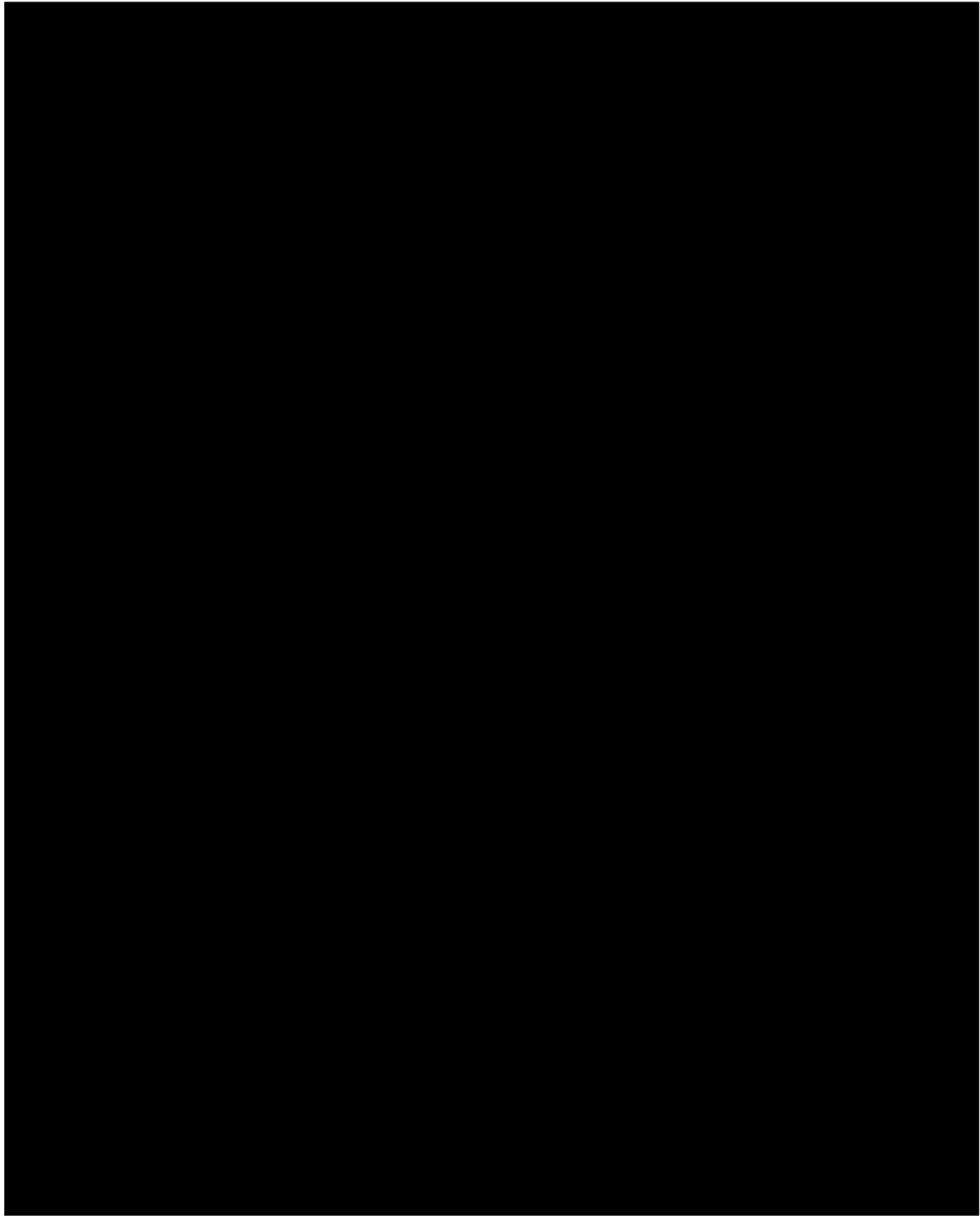
Provided to N

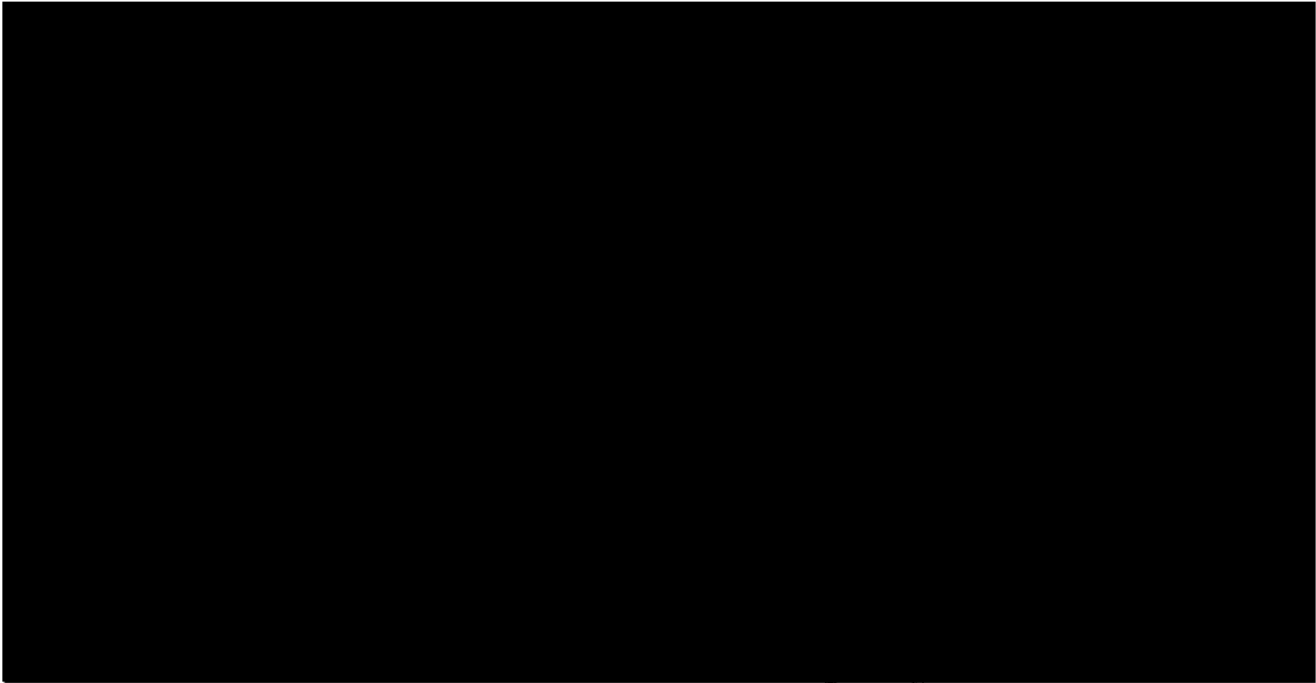




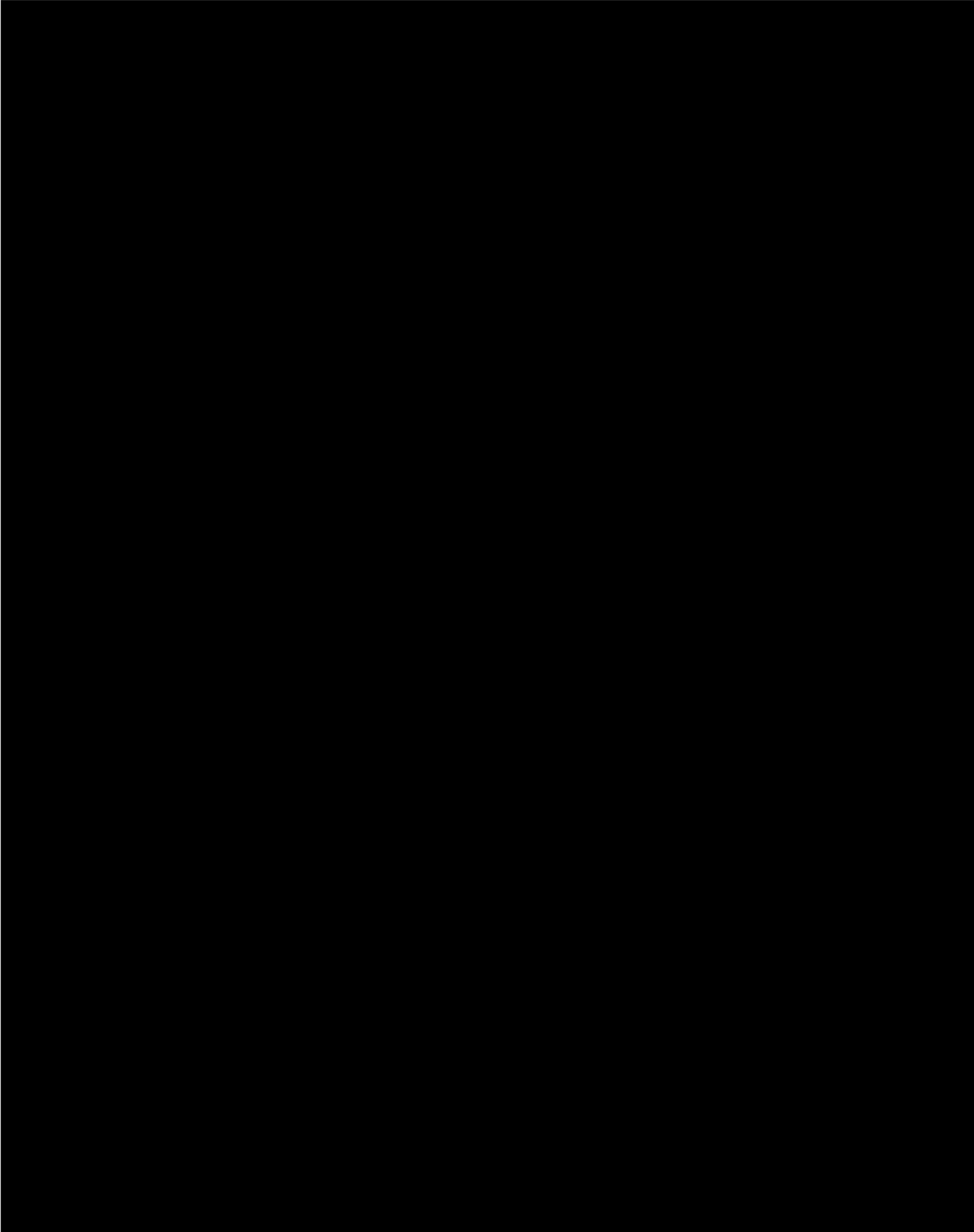


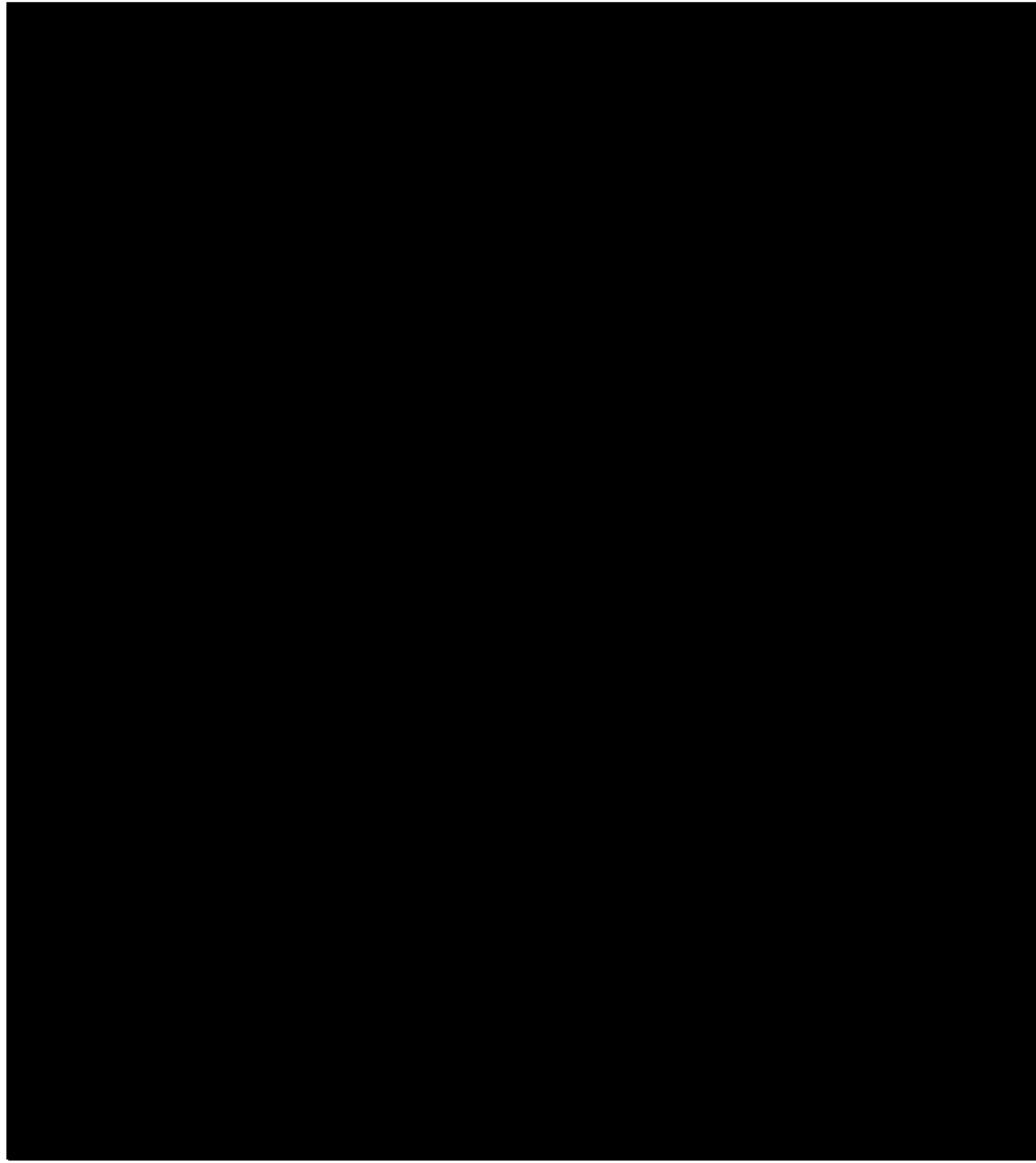


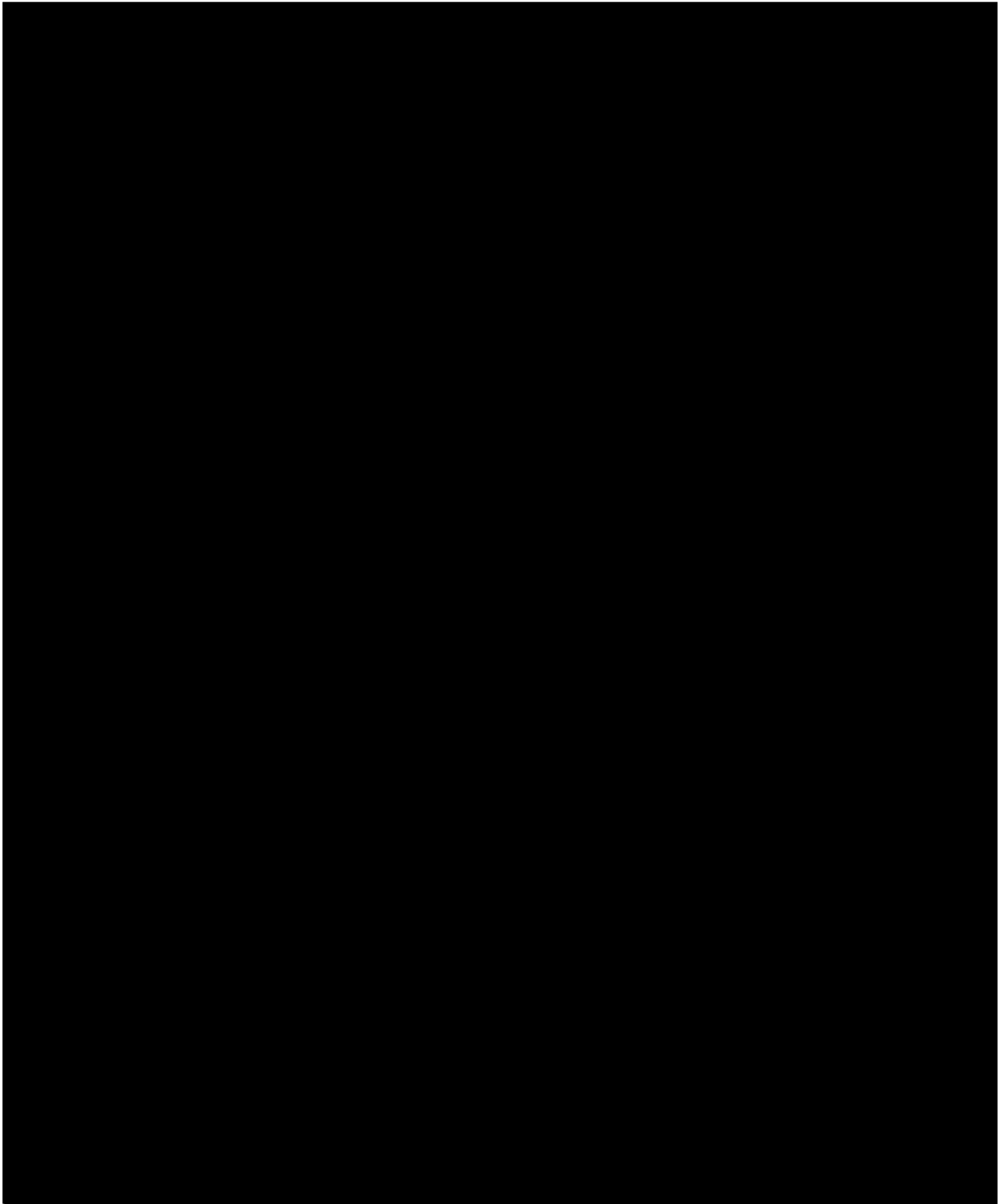


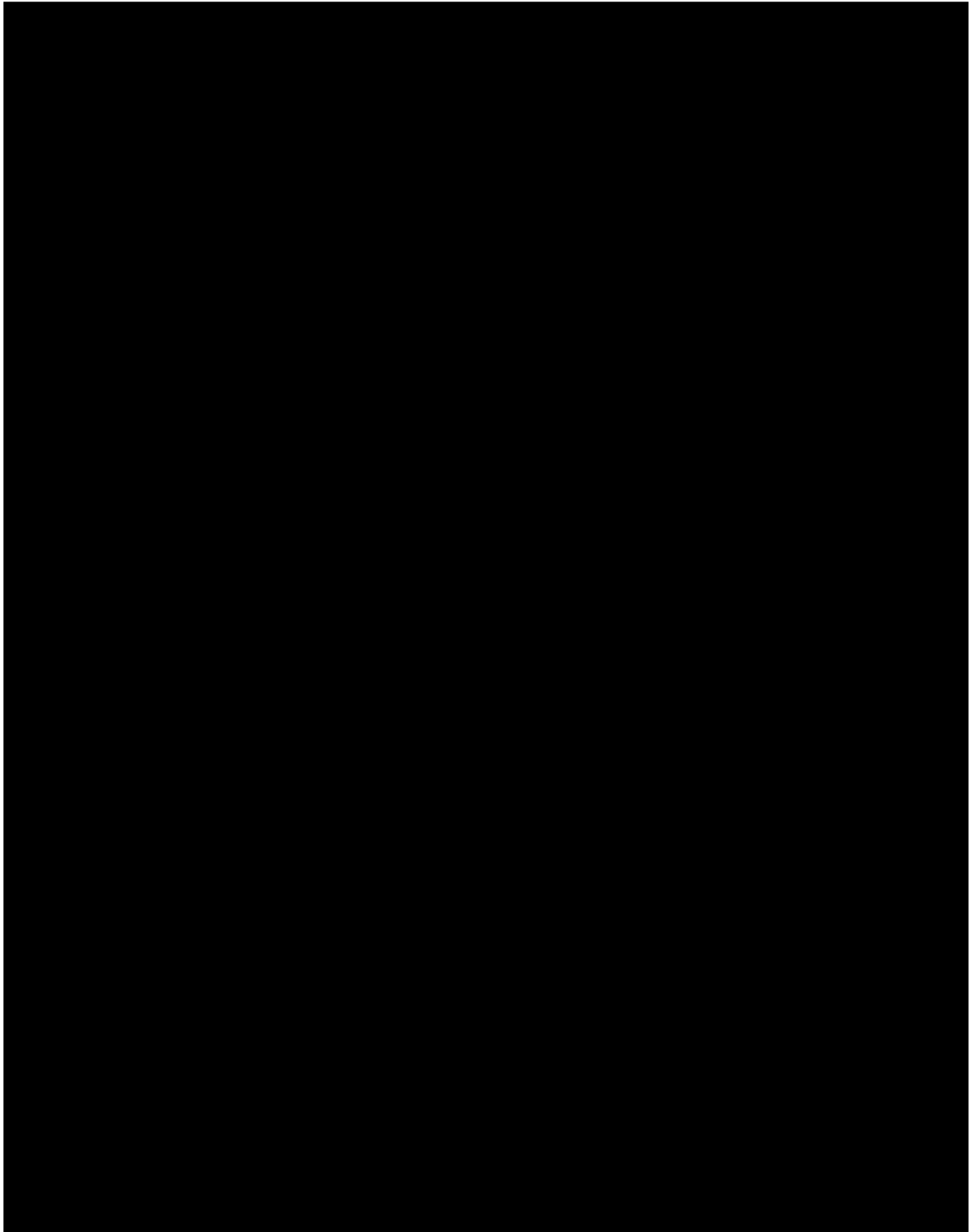


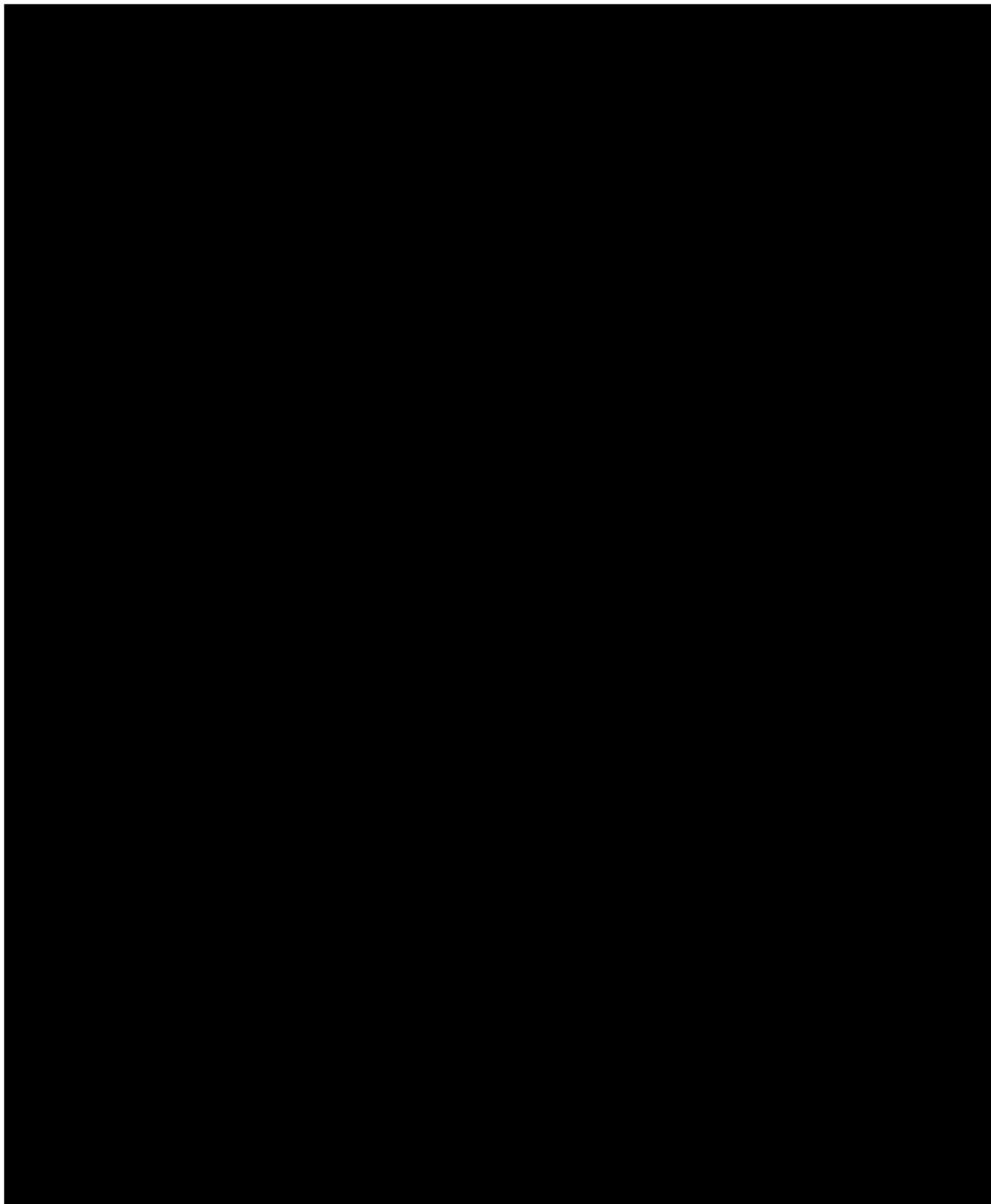
Provided to Nebraska

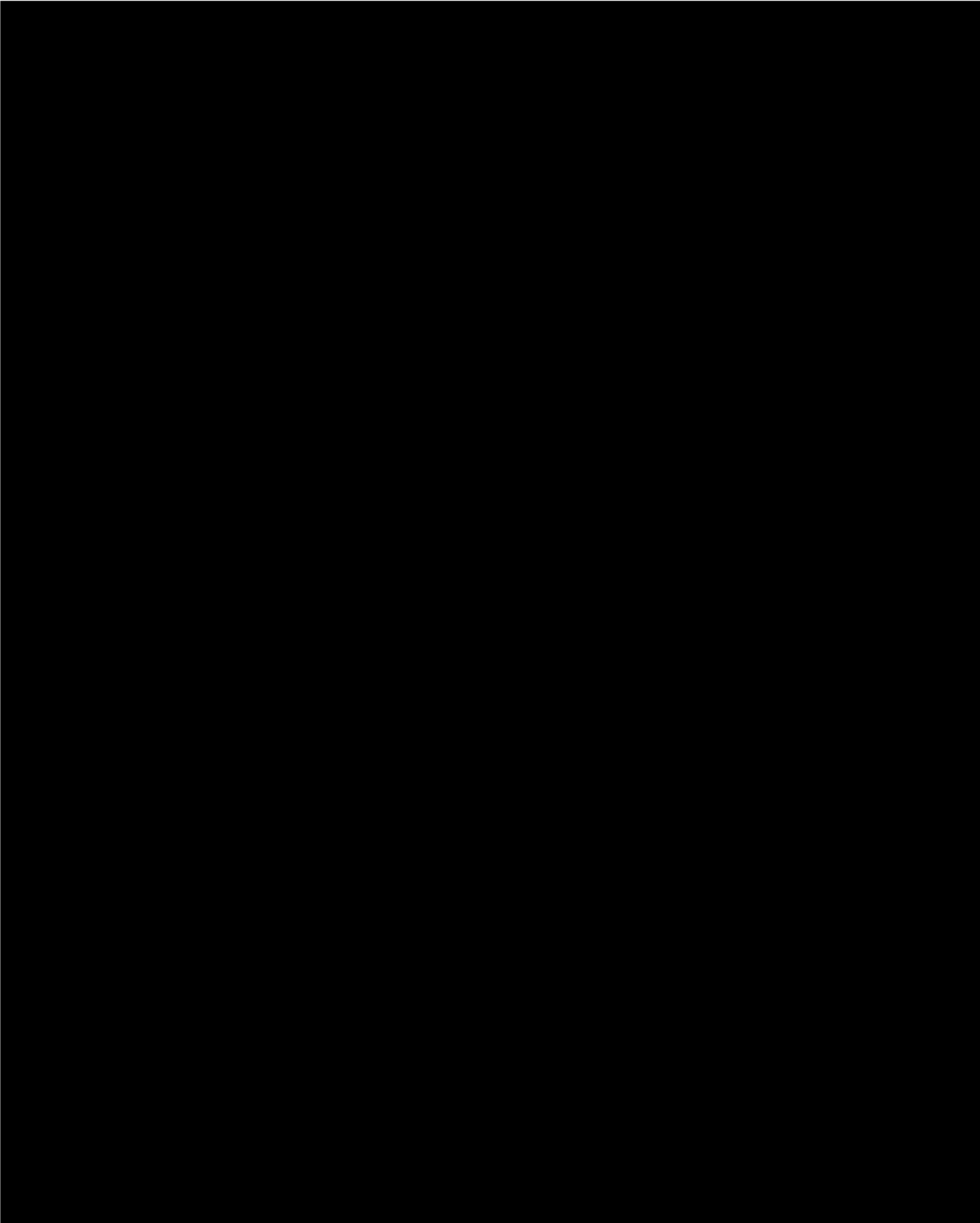


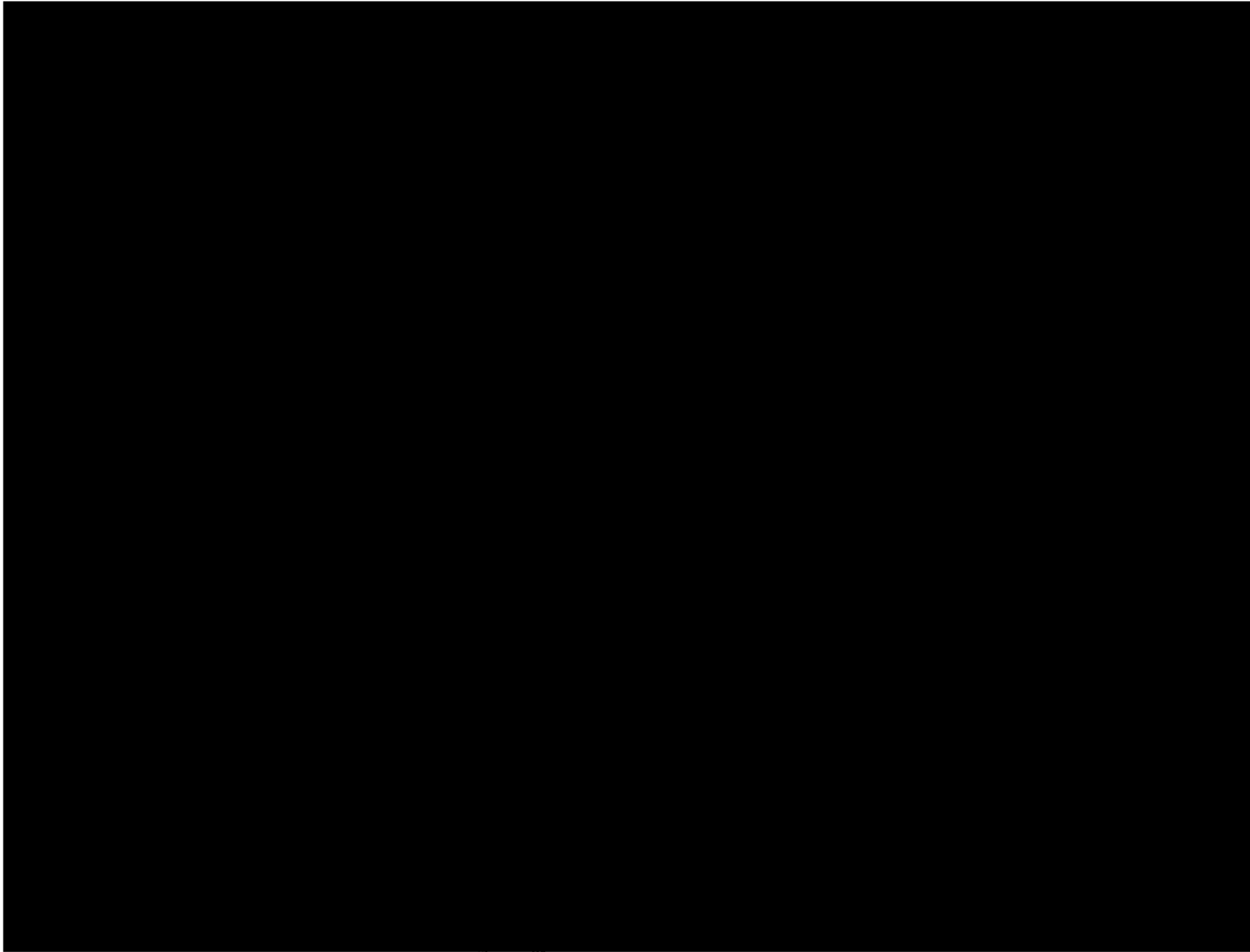




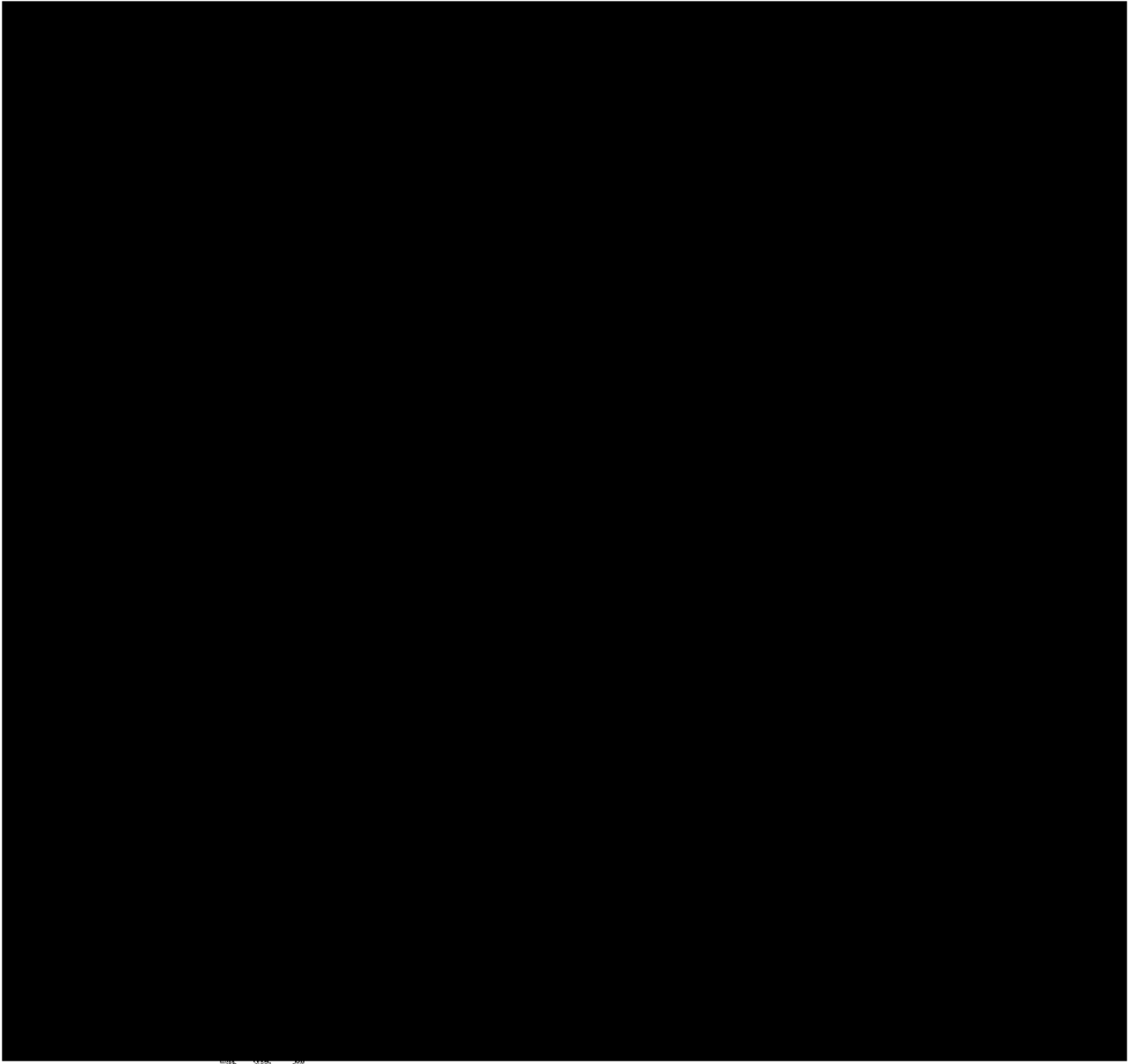




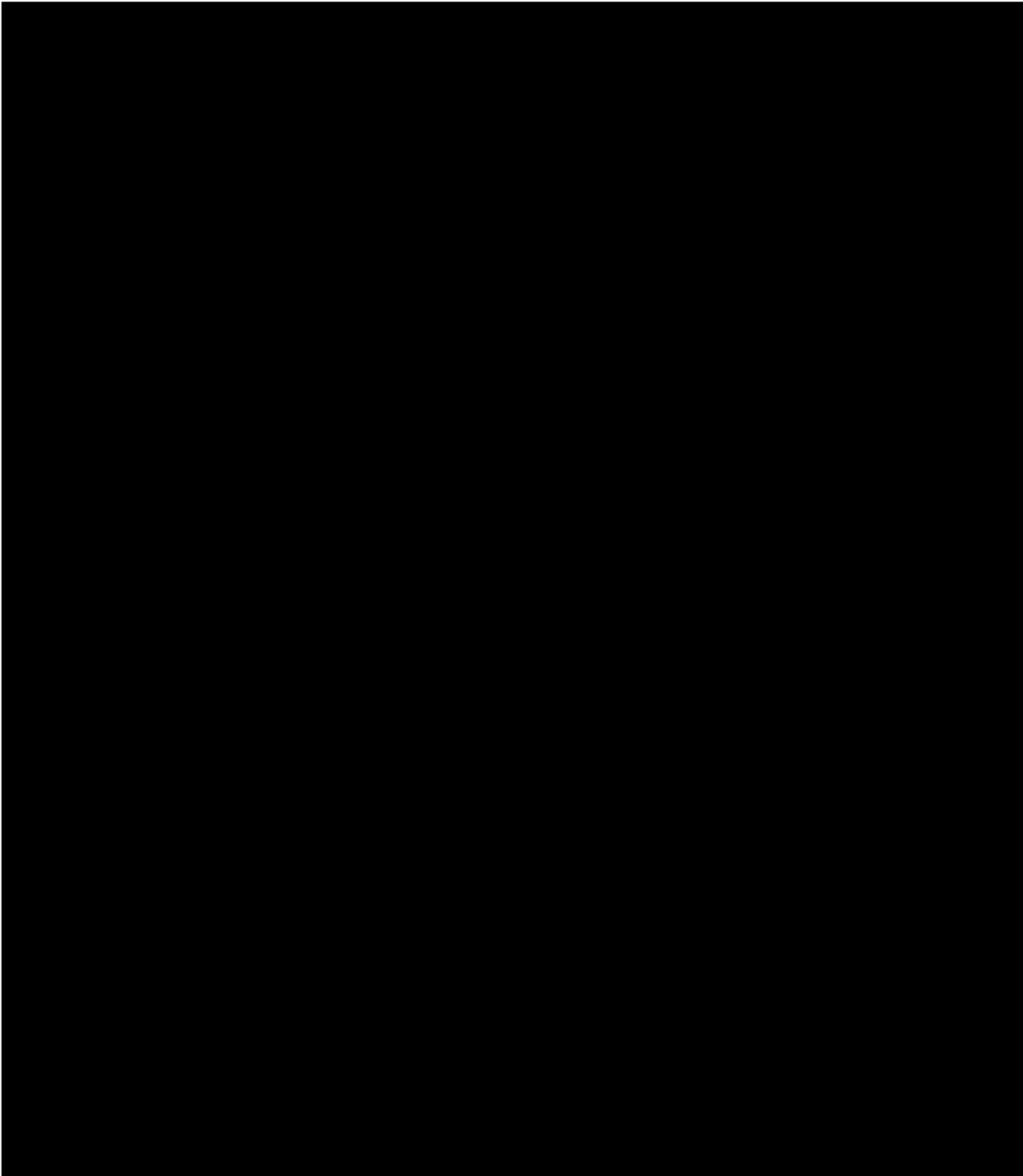


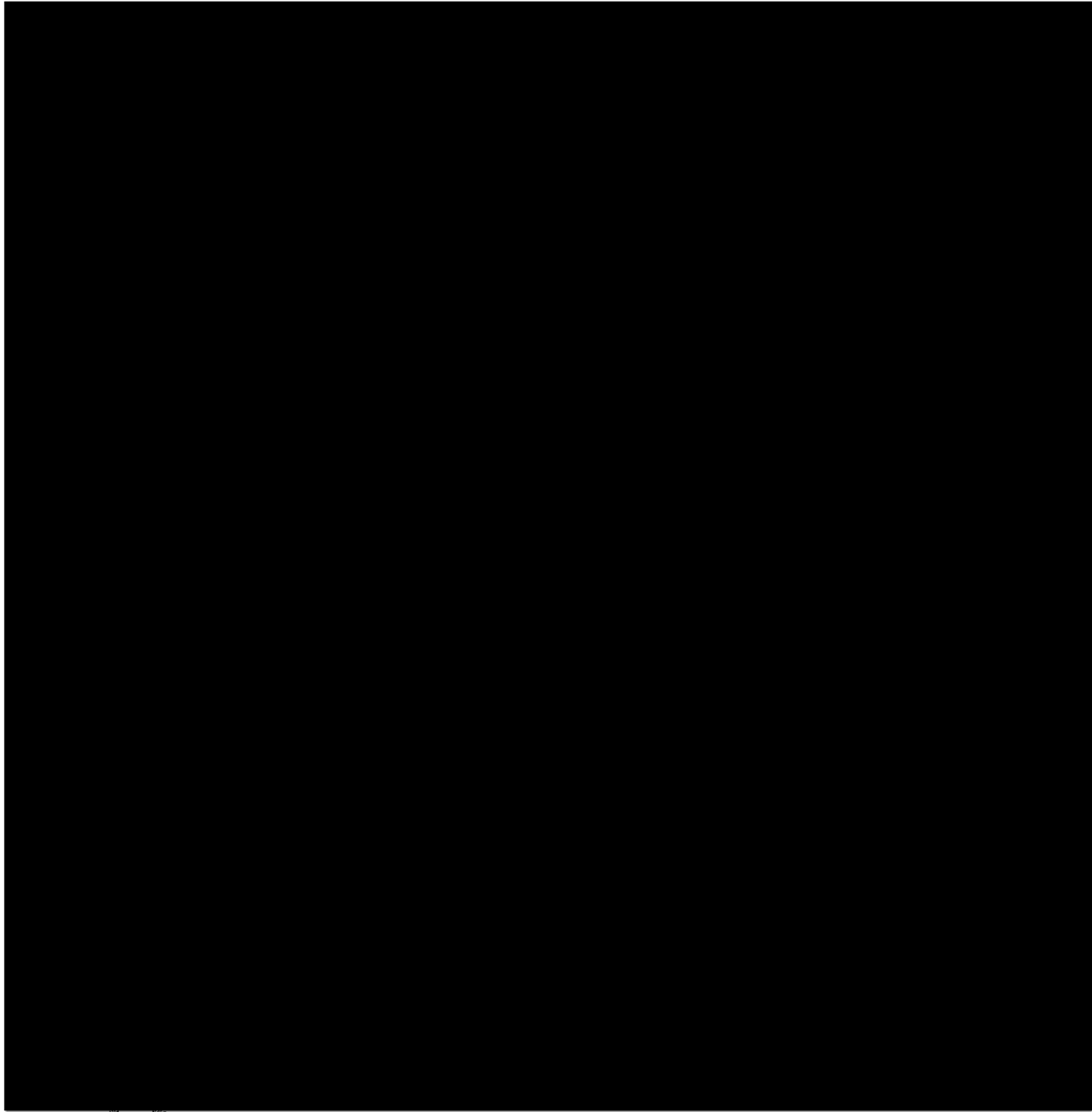


Provided to

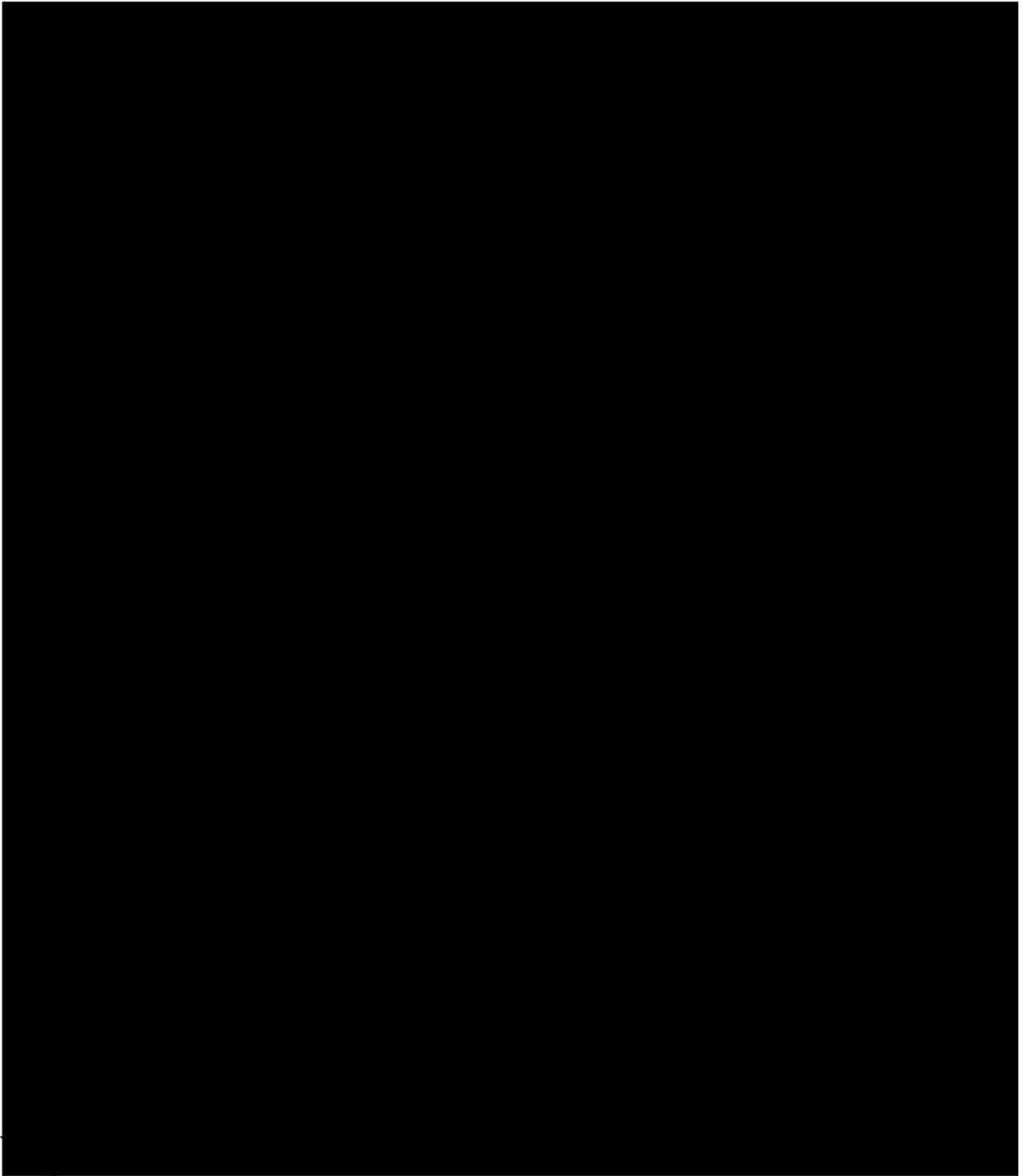


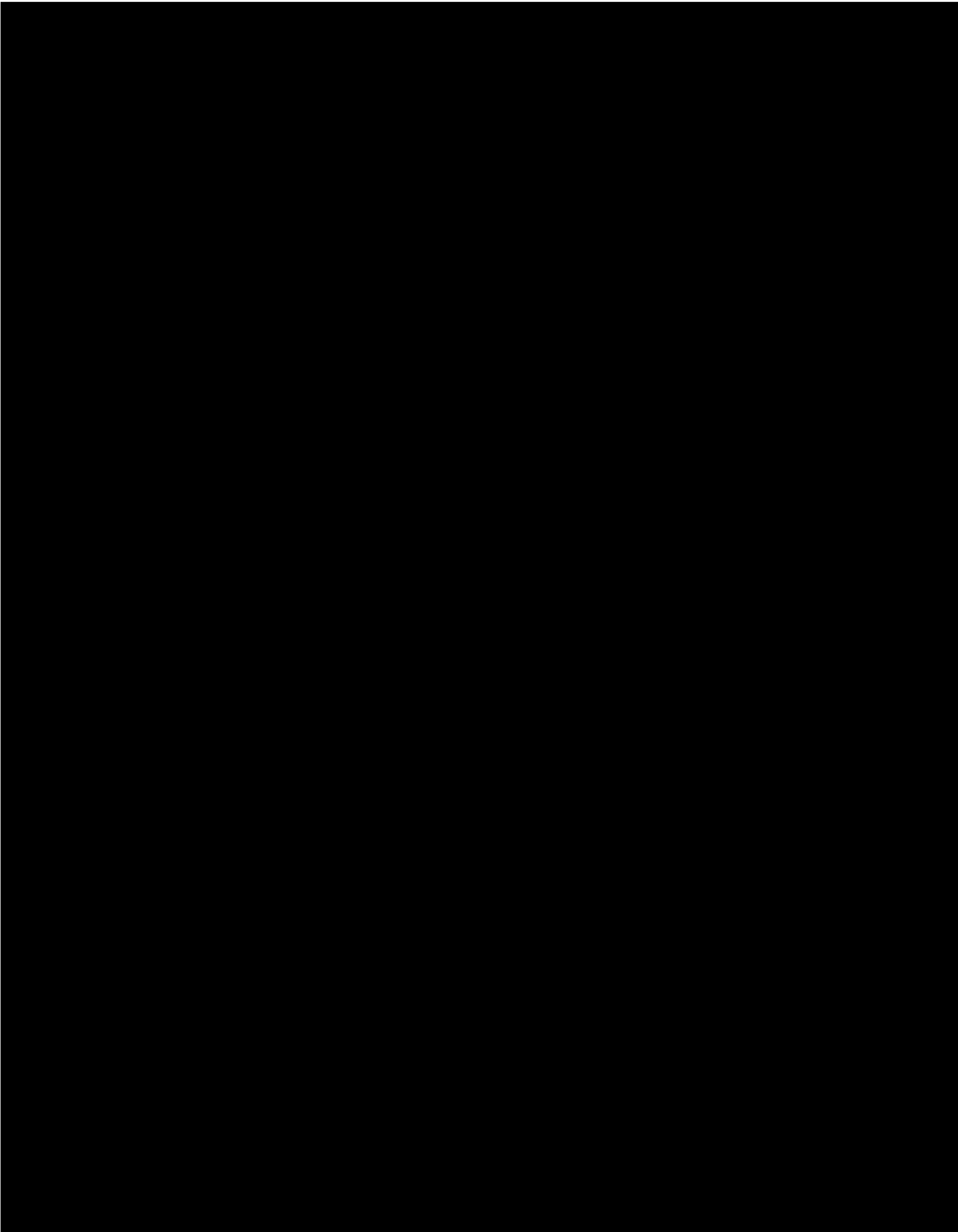
Provi

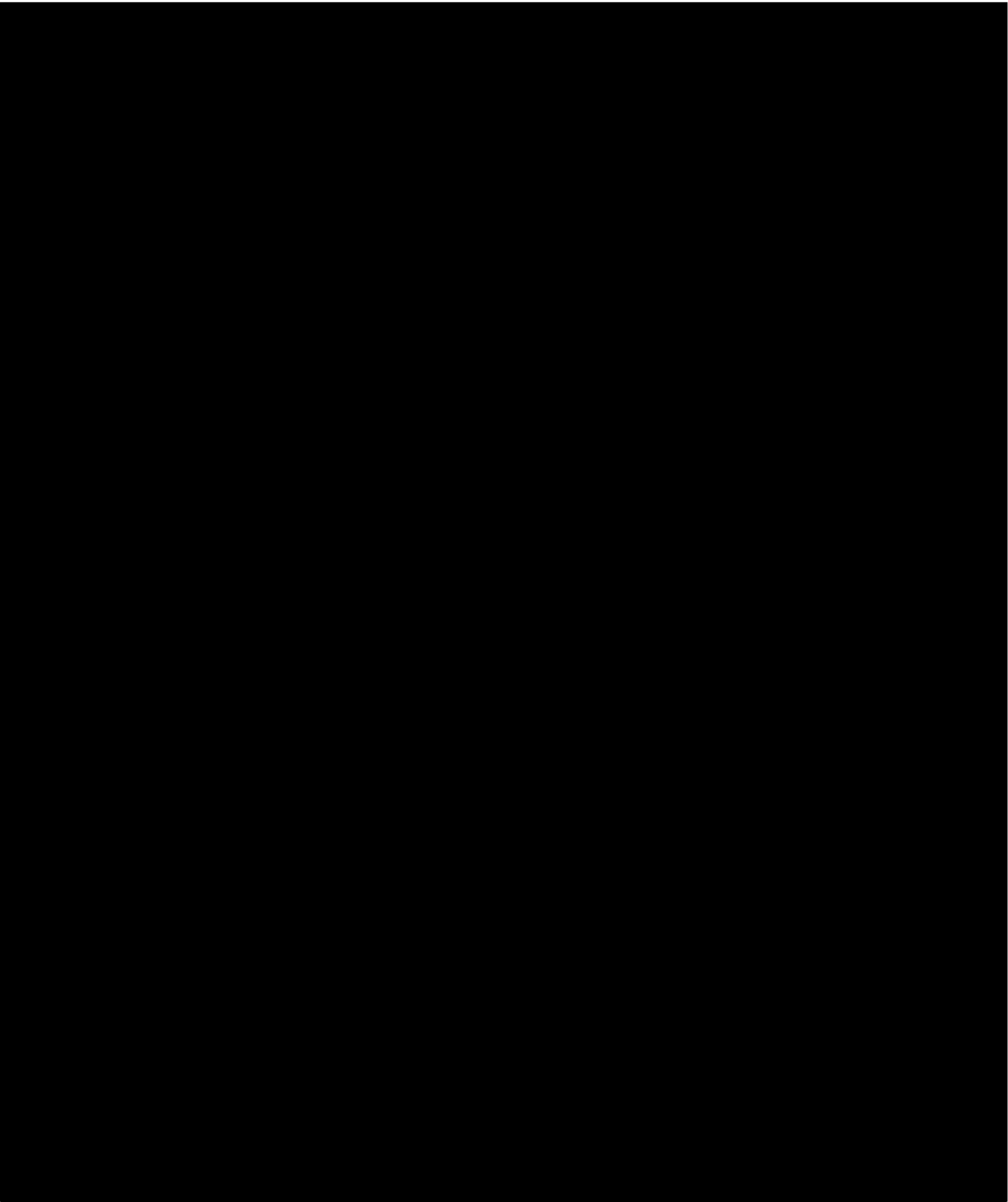


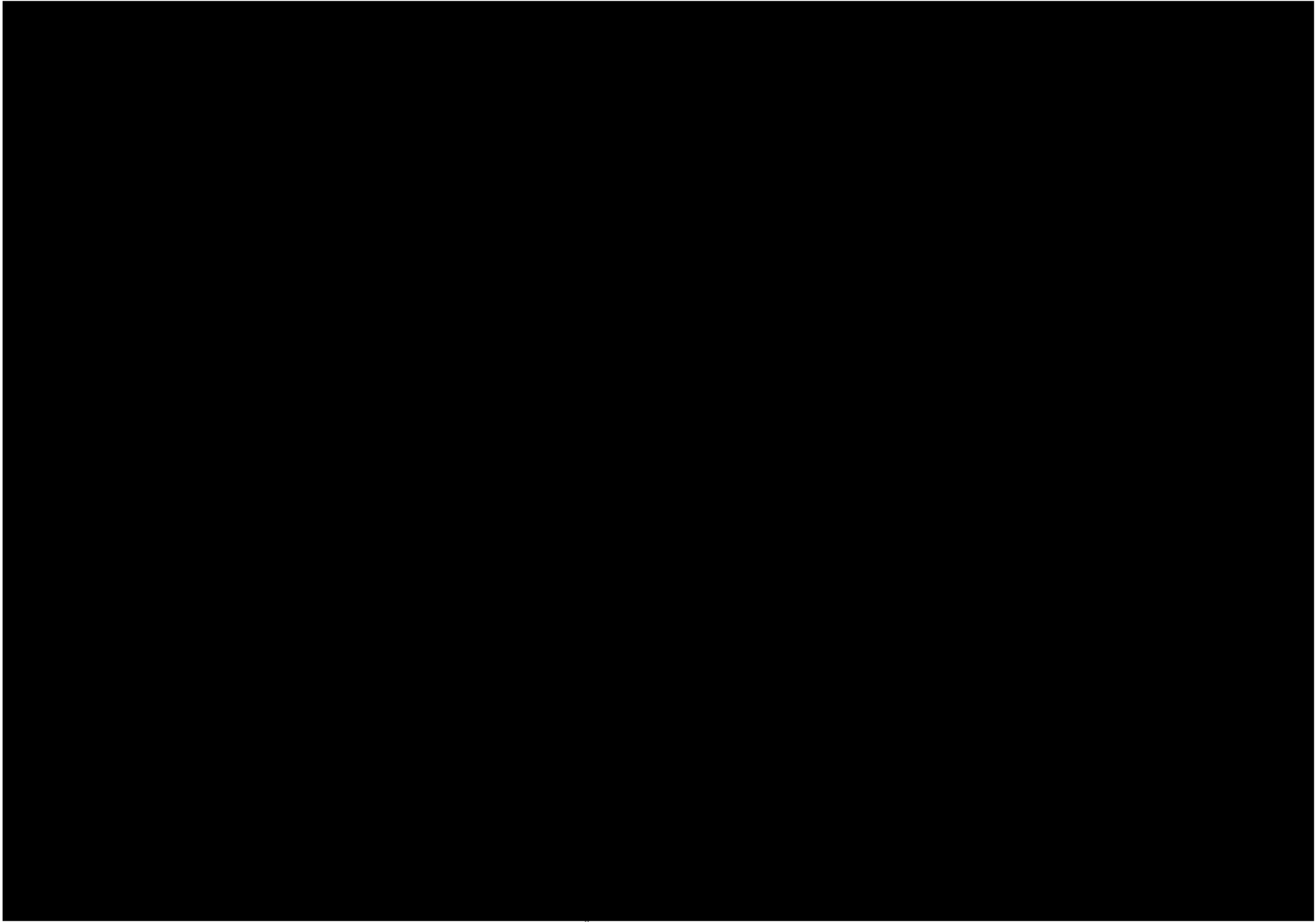


Pro









Provided to