

**AGREEMENT BETWEEN
DALLAS COUNTY
AND
KEEFE COMMISSARY NETWORK, L.L.C.
FOR COMMISSARY SERVICES FOR THE DALLAS COUNTY SHERIFF**

This Agreement Between Dallas County and Contractor for Commissary Services for the Dallas County Sheriff (“hereinafter, “Contract”) is entered into by and between Dallas County (hereinafter, “COUNTY”), a government entity formed and existing under the laws of the State of Texas, acting by and through the Dallas County Commissioners Court, and Keefe Commissary Network, L.L.C. (hereinafter, “CONTRACTOR”), 3101 Marquis Road, Suite 200, Garland, Texas 75042.

WITNESSETH:

WHEREAS, COUNTY seeks a service provider to provide custodial services; and

WHEREAS, CONTRACTOR has proposed and COUNTY has accepted CONTRACTOR’S offer to provide commissary services for the Dallas County Sheriff in response to COUNTY’S Request for Proposal (“RFP”) No. 2017-002-6626, issued in accordance with Chapter 262 of the Texas Local Government Code;

NOW, THEREFORE, COUNTY and CONTRACTOR, in consideration of the terms, covenants and conditions herein contained, do hereby contract as follows:

SECTION 1. INCORPORATED DOCUMENTS

| | |
|-----------|---|
| Exhibit A | RFP No. 2017-002-6626 |
| Exhibit B | CONTRACTOR’S Best and Final Offer (“BAFO”) to RFP No. 2017-002-6626 |
| Exhibit C | CONTRACTOR’S Response to RFP No. 2017-002-6626 |
| Exhibit D | Minority/Women Business Specifications for RFPs |
| Exhibit E | Cost/Pricing |
| Exhibit F | Title VI Assurances/Compliance |

SECTION 2. ORDER OF PRECEDENCE

In the event of any conflict between this Contract, RFP No. 2017-002-6626 and CONTRACTOR’S Response to RFP No. 2017-002-6626, the following order of precedence shall apply:

- A. this Contract; then
- B. CONTRACTOR’S BAFO; then
- B. CONTRACTOR’S Response to RFP No. 2017-002-6626; then

C. RFP No. 2017-002-6626.

SECTION 3. SCOPE OF WORK AND OTHER REQUIRED SERVICES

Provide services and deliverables stated below except as otherwise provided for in CONTRACTOR'S Response to RFP No. 2017-002-6626:

- a. Provide, purchase and maintain custody of inventory and deliver items mutually agreed upon between CONTRACTOR and the Dallas County Sheriff.
- b. Provide a complete computerized inmate accounts system, including all hardware and software. All computers and servers will be replaced with new equipment at the start of the contract.
- c. Provide a check for the proceeds of each month's activity within fifteen (15) days after the end of that month, using agreed upon calculations.
- d. Commissary service shall start within sixty (60) days of execution of the contract.
- e. CONTRACTOR will furnish all personnel and equipment required to operate Cart Delivery Commissary System at all current and future Dallas County Sheriff correctional facilities. CONTRACTOR shall assume full responsibility for the acts of its personnel, all of whom shall be subject to background checks and approval by the Dallas County Sheriff. The Sheriff reserves the right to request immediate replacement of any of the firm's employees found unacceptable for any reason, at no cost to Dallas County. The Sheriff's Office prefers that the CONTRACTOR pay cart staff the minimum hourly rate of at least \$12 per hour which is in line with similar initiatives set forth in large metropolitan areas in Texas. CONTRACTOR should show how it focuses on hiring highly qualified people with competitive pay rates in our local community. The successful respondent will have to provide hourly rates paid at contract start date and report data to County on a bi-annual basis. CONTRACTOR is required to hire a minimum 16 employees to include 1 manager, 1 assistant manager and 14 commissary representatives responsible for all commissary duties.

Cart Equipment should minimally include the following:

Laptops -21
Scanners-21
Receipt Printers-21
Fax Machine -1
Dell Workstation-1

- f. CONTRACTOR shall provide an on-site manager to oversee the commissary operation and will interact with designated Dallas County Sheriff's staff liaison.

- g. CONTRACTOR shall provide field IT personnel to visit with Dallas County Sheriff's staff once a week to ensure support to any technical issues that the commissary system operation may have. These visits will be in person at Dallas County weekly on determined days by Dallas County and CONTRACTOR IT personnel will reside in local DFW area to provide prompt response to potential emergency situations.
- h. CONTRACTOR shall provide for "refunds" for orders delivered to inmates who are being released or are otherwise unavailable to received merchandise.
- i. The delivery schedule must be mutually agreed upon between the CONTRACTOR and the Dallas County Sheriff, and may be subject to change CONTRACTOR must offer commissary to all Dallas County inmates every day Monday-Friday. Multiple freight carriers will not be allowed. CONTRACTOR must utilize CONTRACTOR owned and operated truck to make deliveries to North and South Tower docks. Due to limited storage multiple deliveries will be necessary. Deliveries are to be scheduled as follows with no exceptions: South Tower- Wednesday and Friday before 1pm/ North Tower- Tuesday and Thursday 8am-5pm.
- j. The CONTRACTOR will assume all costs for telephone service, faxing, copying and other office expenses associated with the Commissary operation.
- k. Current Operating space in the jail facility can be leased as part of the contract.
- l. All consumable products distributed/sold by firm will be individually wrapped, fresh and be clearly marked with an expiration date. The Dallas County Sheriff reserves the right to reject any product (consumable/non-consumable) deemed inappropriate for distribution/sale in the jails. CONTRACTOR must submit ounce sizes of all product along with sample menu.

All products and prices accepted will remain firm for a period one (1) year. After which, the firm may submit a revised list of products and/or prices to the Sheriff for approval and acceptance, given a 30 day written notice.
- m. Provide armband printing capability from each jail facility. CONTRACTOR's software must be capable of creating armband labels for all inmates during the booking process and any other time during incarceration. The armband must consist of inmate demographic information and bar code for accurate identification. Commissary and Medical both use the armbands for identification for charges within the CONTRACTOR's banking module.
- n. CONTRACTOR shall provide distribution of indigent kits with appropriate reports. Dallas Sheriff will provide indigent kits. CONTRACTOR will distribute

kits provide by Dallas County at no charge and record time stamped transaction for verification by Dallas County.

Computerized Inmate Accounting System Requirements

a. CONTRACTOR must at a minimum provide the following equipment to efficiently run the commissary and inmate banking operation at Dallas County. In addition to this equipment, CONTRACTOR must provide all networking and equipment to allow for real-time commissary cart transactions throughout all current and future Dallas County locations at no cost to Dallas County. Current networking and hardware is property of the current contractor. Hardware is as follows:

- CONTRACTOR hardware required by Dallas County:
- Desktop PC's- 16 allocated to Dallas County staff
- Desktop Printers- 16 allocated to Dallas County staff
- MICR Check Printer- 1 Dallas County Finance
- Medical Symbol Scanners 14-Dallas County
- Zebra Arm Band Printers- 7 allocated to Dallas County staff
- Arm Band Laminators- 6 allocated to Dallas County staff
- Commissary Carts- 14- 12 onsite and 2 at local warehouse as backup
- Commissary Cart Hardware (Computer/Scanner/Receipt Printer- 16- 12 active and 4 complete backups)
- Lobby Deposit Kiosks- 8
- Debit Card Release Dispenser- 2 allocated to Dallas County staff

Cart Equipment should minimally include the following:

Laptops -21
Scanners-21
Receipt Printers-21
Fax Machine -1
Dell Workstation-1

- b. The system shall be multi-terminal with multi-user and function capability. CONTRACTOR's software must be installed on approximately 153 stations throughout Dallas County facilities at no charge to Dallas County.
- c. The system should integrate with our current jail management computer system, allowing a jail staff person to' open an inmate account by using a temporary file created by our jail management system. The inmate identification number and appropriate information entered at the time of booking will be included in this file.
- d. Allow for at least the following functionality and types of transactions to occur on the Inmate Accounting System:

- (1) Post a deposit of funds to the inmates account.
 - (2) Issue a check, debit card or cash from an inmate's account to the inmate to a third party or to the Dallas County Sheriff.
 - (3) Close an account with a detailed statement and repay the inmate's balance by check, debit card, cash or a combination.
 - (4) Process credits for commissary goods or other transactions.
 - (5) Provide numbered receipts for all transactions with a signature line for all deposits to or withdrawals from an inmate's account.
 - (6) Capability to "Freeze" an individual inmate's account(s) by authorized Sheriff Personnel.
 - (7) System to allow for the establishment of an over/short account to track debits and credits to the bank account not directly related to an individual inmate, i.e. Deposit of funds into a checking account to cover bank service charges or cash overages or shortages.
 - (8) The checkbook must allow personnel to void, correct, and add manually written checks.
 - (9) Provide for Medical Co-Pay tracking. Provide arm band scanning ability to allow accurate inmate identification by Medical staff for Medical Co-Pay.
 - (10) Provide sufficient Kiosks for inmate deposits for all jail facilities. Dallas County currently has 8 kiosks in place for deposits. Deposit fees for cash transactions cannot exceed \$2.00.
 - (11) Provide other electronic deposit capabilities to inmate accounts (i.e. Western Union, Walmart, and Internet).
 - (12) Provide Debit Card for money distribution to inmates being release to society or another entity with an automatic card dispenser. There are currently 2 auto card dispensers in place automating the debit card release process. Dispenser is pre-loaded with card stock which processes the card on command through the release process. Card swipes will not be allowed.
- e. At a minimum, provide the following financial information on screen and/or in report form:
- (1) History of an individual account.
 - (2) Demographics of an account.
 - (3) Detail transaction journal with unique identifier for every transaction
 - (4) Detailed weekly invoices for commissary sales
 - (5) Inactive accounts thirty (30) days or more
 - (6) General ledger and trial balance
 - (7) Shift close out of cash drawer
- f. The system must provide the capability for printed checks with an associated check register and must allow for automated bank reconciliation.
- g. Report must be provided for management, financial reporting and auditing.

- h. The system must also reflect and report the actual date, time and identity of the person making the transaction(s) or performing any edit of an account
- i. Provide a complete audit trail on all transactions and provide a general ledger. The accounting system must allow for automated bank reconciliation that ties to the cash general ledger account. Subsidiary accounts must show details of all activity in each account. Totals of subsidiary accounts must agree to their control account at all times. The accounting system must be capable of providing non-technical personnel the capability to customize reporting.
- j. Multiple levels of security including password control and tracking of transactions by individual or station, shall be present in the software system. These levels should have the ability to be defined by the system administrator.
- k. It shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. It must allow for both scheduled and unannounced audits.
- l. Provide a series of reports as specified by the Dallas County Sheriff, including: detailed weekly invoices, cash reconciliation, and records of charges to inmates for other services, such as medical, haircut and work release expenses. Ad hoc reporting capability shall be available on any or all fields.
- m. CONTRACTOR shall install the system, train Dallas County Sheriff personnel, provide documentation and provide a toll free 24 hour emergency "hot line" to insure maximum utilization and minimal down time of system.
- n. Provide continuing support for the software and hardware throughout the length of the contract. Support to include, correcting program and system problems plus updates and enhancements to the software. All support and enhancements to be provided at no charge to Dallas County throughout the term of this contract.

Equipment and Software Requirements

CONTRACTOR will provide and install the computer hardware necessary to operate the Inmate Accounting System. CONTRACTOR shall describe the minimum standards and specifications for computer hardware, workstation quantity and location. The hardware and software will be installed at no cost to the Dallas County Sheriff and all documentation for said system shall be provided within thirty (30) days of the contract award.

CONTRACTOR shall provide Dallas County Sheriff with License to the Inmate Accounting System during the term of this contract Software must be installed at all stations requested by Dallas County at no charge. There are approximately 150 stations with CONTRACTOR software.

CONTRACTOR will provide necessary computer printers, armband printers, and supplies at no cost to Dallas County Sheriff

SECTION 4. CONTRACT TERM

The initial term ("Term") of this Contract shall be for a two year term beginning as of the last date executed by the parties hereto, as approved by the Dallas County Commissioners Court, unless sooner terminated under any provision hereof. By mutual agreement between the parties, COUNTY shall have three (3) one-year options to extend the Term of this Contract. COUNTY may exercise the option to exercise an extension by written notice to CONTRACTOR not less than thirty (30) days prior to the expiration of the initial term or extension term, if any. If the COUNTY exercises such option, all of the terms, conditions and pricing of this CONTRACT shall remain in full force and effect unless amended by Court Order by the Dallas County Commissioners Court. All extensions are subject to final written approval and authorization by the Dallas County Commissioners Court and CONTRACTOR. Upon expiration of the Term of this Contract, CONTRACTOR agrees to hold over under the terms and conditions of this Contract for such a period of time as may be reasonably necessary, but not to exceed 120 days, in order for COUNTY to renew or re-solicit this Contract.

SECTION 5. TERMS AND CONDITIONS OF PAYMENT:

The following costs will be utilized for services provided under this Contract:

SECTION 6. COST:

The cost/pricing will be in accordance with Exhibit E. This Contract shall be revenue generating and the minimum revenue provided to COUNTY will be Three Million One Hundred Thousand Dollars and No Cents (\$3,100,000) annually.

In addition, CONTRACTOR shall pay COUNTY an annual amount of Twenty Four Thousand Dollars and No Cents (\$24,000) annually for office space provided to CONTRACTOR, payable at Two Thousand Dollars and No Cents (\$2,000) per month. Such payments shall be made separately from revenue payments under this contract.

SECTION 7. BILLING AND PAYMENT:

- A. CONTRACTOR shall pay all of its own out-of-pocket expenses.
- B. CONTRACTOR will not be paid or reimbursed for funds used or spent for any unauthorized or unallowable use under this Contract or any state and/or federal regulations.

SECTION 8. CONFIDENTIALITY:

CONTRACTOR agrees to perform the services hereunder in accordance with all applicable state, federal and local laws, ordinances, rules and regulations relating to the services performed

under this Contract. CONTRACTOR shall not intentionally access any information which it is not authorized to receive, and under no circumstances shall it release or divulge any confidential material, information, or documents received in the performance of services under this Contract. So long as CONTRACTOR otherwise complies with this Section 8, CONTRACTOR shall not be responsible for its inadvertent access or exposure to any unauthorized information.

SECTION 9. TERMINATION:

Either party may, at its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere under this Contract, terminate this Contract, in whole or in part, by giving thirty (30) calendar days prior written notice thereof to the other party with the understanding that all services being performed under this Contract shall cease upon the effective termination date specified in such notice, except that CONTRACTOR shall meet its obligations under Section 17 below. COUNTY shall compensate CONTRACTOR in accordance with the terms of this Contract for services performed prior to the date specified in such notice. In the event of a cancellation, CONTRACTOR shall cease any and all services under this Contract on the date of termination and to the extent specified in the notice of termination. To the extent federal funds are available and reimbursement is permitted, COUNTY will reimburse CONTRACTOR for non-canceled obligations that were incurred prior to the termination date. Upon termination of this Contract as herein above provided, any and all COUNTY data, documents and information in CONTRACTOR's possession shall be returned to COUNTY within five (5) working days of the date of termination. In no event shall COUNTY's termination of this Contract, for any reason, subject the COUNTY to liability.

- 1) Without Cause: This Contract may be terminated, in whole or in part, without cause, by either party upon thirty (30) calendar days prior written notice to the other party.
- 2) With Cause: COUNTY reserves the right to terminate this Contract immediately, in whole or in part, at its sole discretion, for the following reasons:
 - a) Lack of funding. Lack of, or reduction in, funding or resources in which instance, COUNTY shall provide CONTRACTOR ten (10) days written notice of such termination or lack of funds;
 - b) Non-Performance. CONTRACTOR's non-performance of the specifications of this Contract or non-compliance with the terms of this Contract shall be a basis for termination of the Contract by COUNTY. Termination, in whole or in part, by the COUNTY under this Section 11 may be made at COUNTY's option and without prejudice to any other remedy to which COUNTY may be entitled to at law or in equity, or elsewhere under this Contract, by giving thirty (30) days written notice, with the understanding that all services being performed under this Contract shall cease upon the date specified in such notice. COUNTY shall not pay for work, equipment, services or supplies that are unsatisfactory or unauthorized provided that "unsatisfactory" materials are

in non-compliance with the terms herein. *With a written notice by COUNTY, CONTRACTOR shall be given a reasonable opportunity prior to termination to correct any deficiency in the work or services performed under this Contract. COUNTY will consider a reasonable time to be thirty (30) calendar days or a mutually agreed upon timeframe to cure any problems and/or deficiencies with CONTRACTOR's performance, such problems and/deficiencies being determined by COUNTY.* Nothing herein, however, shall be construed as negating the basis for termination for non-performance or shall in no way limit or waive COUNTY's right to terminate this Contract under any other provisions herein.

- c) CONTRACTOR's improper, misuse or inept performance of services under this Contract if not corrected after thirty (30) days notice to cure;
- d) CONTRACTOR's failure to comply with the terms and provisions of this Contract if not corrected after thirty (30) days notice to cure;
- e) CONTRACTOR's submission of invoices, data, statements and/or reports that are intentionally false;
- f) if termination is necessary to protect the health and safety of clients;
- g) If CONTRACTOR becomes or is declared insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs, enters into an agreement for the composition, extension, or adjustment of all or substantially all of its obligations, or has a material change in its key employees; and/or
- h) CONTRACTOR's inability to perform under this Contract due to judicial order, injunction or any other court proceeding.

SECTION 10. INDEMNIFICATION:

TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY OR DEATH OF ANY PERSON, OR PROPERTY DAMAGE, INCLUDING LOSS OF USE OF PROPERTY, ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY RELATED TO THIS CONTRACT OR CONTRACTOR'S PERFORMANCE OF THE WORK OR OTHER ACTIVITIES

OF CONTRACTOR, BUT ONLY TO THE EXTENT CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY CONTRACTOR OR ANYONE FOR WHOSE ACTS CONTRACTOR MAY BE LIABLE. NOTWITHSTANDING THE FOREGOING, TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND OWNER, AND ALL OF ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES (THE "INDEMNITEES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES, ARISING OUT OF OR RESULTING FROM BODILY INJURY TO, OR SICKNESS, DISEASE OR DEATH OF, ANY EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR OR ANY OF ITS SUBCONTRACTORS, REGARDLESS OF WHETHER SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED, OR IS ALLEGED TO BE CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY INDEMNITEE, IT BEING THE EXPRESSED INTENT OF OWNER AND CONTRACTOR THAT IN SUCH EVENT THE CONTRACTOR IS TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE INDEMNITEES FROM THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, WHETHER IT IS OR IS ALLEGED TO BE THE SOLE OR CONCURRING CAUSE OF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH OF CONTRACTOR'S EMPLOYEE OR THE EMPLOYEE OF ANY OF ITS SUBCONTRACTORS. THE INDEMNIFICATION OBLIGATIONS UNDER THIS PARAGRAPH SHALL NOT BE LIMITED BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR CONTRACTOR UNDER WORKERS COMPENSATION ACTS, DISABILITY BENEFIT ACTS OR OTHER EMPLOYEE BENEFIT ACTS.

IT IS MUTUALLY UNDERSTOOD AND AGREED THAT THE ASSUMPTION OF LIABILITIES AND INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT SHALL INDEFINITELY SURVIVE ANY EXPIRATION, COMPLETION OR TERMINATION OF THIS AGREEMENT. IN THE EVENT CONTRACTOR AND OWNER ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE STATE UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

Approval and acceptance of CONTRACTOR's services by County shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR for the accuracy and competency of their services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by CONTRACTOR in this regard. CONTRACTOR shall defend, hold harmless and indemnify County for damages resulting from such defects, errors or omissions. No Indemnification by County: CONTRACTOR

acknowledges and agrees that County does not have the ability under Article XI, Section 7 of the Texas Constitution to indemnify CONTRACTOR or any other third party for damages arising under this Contract.

Survival: These provisions shall survive completion, suspension, termination, expiration and/or cancellation of this Contract, or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

SECTION 11. SOVEREIGN IMMUNITY:

This Contract is expressly made subject to COUNTY's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal law. The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that the parties or COUNTY has by operation of law. Nothing in this Contract is intended to benefit any third-party beneficiary.

SECTION 12. OWNERSHIP OF DOCUMENTS

All reports, information and other deliverable data, given to, prepared or assembled by CONTRACTOR under this Contract shall be delivered to COUNTY, without restriction on future use by COUNTY. COUNTY, at its expense, may make copies of any and all documents.

SECTION 13. INSURANCE REQUIREMENTS

13.1 Without limiting any of the other obligations or liabilities the CONTRACTOR at its own expense shall purchase and maintain liability insurance and shall likewise ensure that all of his Consultants, Subcontractors and their Sub-subcontractors (collectively known as "CONTRACTOR") purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from the CONTRACTOR's operations under the Contract, whether such operations are carried out by the CONTRACTOR, by any Consultant, Subcontractor, or by anyone directly or indirectly employed by the CONTRACTOR or any Subcontractor, or by anyone for whose acts any of them may be liable. CONTRACTOR is responsible for payment of all deductibles and retentions associated with the claims filed.

13.2 As a condition precedent to commencement of any work, within ten (10) calendar days after the Effective Date of the Contract, CONTRACTOR shall furnish, to the Dallas County Purchasing Agent (at the same address given below under this Insurance heading) the following minimum insurance coverage that show County as the certificate holder and covers the period of the Term of this Contract and any renewals:

13.2.1 Workers' Compensation Insurance: That meets the statutory requirements of the Texas Workers' Compensation Act, or if self-insured, then CONTRACTOR must provide to County evidence of a certificate issued by the Workers' Compensation Commission approving such self-insurance. If CONTRACTOR has no employee (as defined by the Texas Workers' Compensation Act), CONTRACTOR shall provide County with a sworn Affidavit stating that there is no employee in lieu of a Certificate of

Insurance. In the event that any work is sublet, CONTRACTOR shall require the subcontractors to similarly provide Workers' Compensation Insurance for all of the subcontractors' employees unless such employees are afforded protection by CONTRACTOR. CONTRACTOR shall bear the burden of all workers compensation coverage for all of its subcontractors and the subcontractors' employees who do not have workers' compensation coverage. CONTRACTOR also represents that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with an appropriate insurance carrier, or in the case of self-insurance, with the Texas Workers' Compensation Commission. Providing false or misleading information may subject CONTRACTOR to administrative penalties, criminal penalties, civil penalties or other civil actions.

| <u>Types of Coverage</u> | <u>Limits of Liability</u> |
|--------------------------|--|
| Workers' Compensation | Statutory |
| Employer's Liability | Bodily injury by Accident \$500,000.00 |
| | Each Accident Bodily injury by Disease \$500,000.00 |
| | Each Employee Bodily injury by Disease \$500,000.00 Policy Limit |

13.2.2 Commercial General Liability Insurance: CONTRACTOR shall maintain Commercial General Liability or Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) Insurance coverage for the following: (a) Premises Operations; (b) Independent Contractors or Consultants; (c) Products and Completed Operations; (d) Personal injury; (e) Contractual Liability; (f) Broad form property damage, to include fire legal liability. Such insurance shall carry in an amount not less than One Million and 00/100 (\$1,000,000.00) for bodily injury (including death), property damage, and blanket contractual coverage per occurrence with a general aggregate of Two Million and 00/100 (\$2,000,000.00) and products and completed operations aggregate of Two Million and 00/100 (\$2,000,000.00).

13.2.3 Errors or Omissions/Professional Liability Insurance (E&O), which covers the services to be provided pursuant to the contract. The minimum limit of liability shall be \$1,000,000.00 per occurrence or claim and \$1,000,000.00 in the aggregate.

13.2.4 Umbrella Liability Coverage in an amount not less than Five Million 00/100 (\$5,000,000.00) per occurrence.

13.2.5 Automobile Liability Insurance (Covering any vehicle owned, hired, and non-owned vehicles assigned or used in performance of this contract) with a limit not less than Five Hundred Thousand Dollars (\$500,000) each accident or combined single limit; the policy shall include coverage for bodily injury and broad form property damage.

13.2.6 Environmental Impairment Liability (Pollution Prevention): Awardees shall maintain Environmental Impairment Liability (Pollution Prevention) with a limit not less than Ten Million Dollars (\$10,000,000) per occurrence, inclusive of legal defense costs.

The policy shall include coverage for bodily injury, property damage, fire, explosion, sudden spills, gradual seepage and clean-up expenses arising from a pollution event.

13.2.7 In the event any insurance policy(ies) required by the agreement is(are) written on a "claims made" basis, must include an extended reporting period of least three (3) years after contract completion and acceptance of the CONTRACTOR's work or services including any renewals or extensions and as evidenced by annual Certificates of Insurance.

13.3 CONTRACTOR agrees that, with respect to the above referenced insurance, all insurance contracts/policies will contain the following required provisions:

13.3.1 Except Workers Compensation and Professional Liability, name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear) as to all applicable coverage.

13.3.2 Provide for thirty (30) days' notice to County for cancellation, non-renewal or material change.

13.3.3 Provide for endorsement that the "other insurance" clause shall not apply to County where County is the additional insured on the policy.

13.3.4 Provide notice to County of any changes to policy.

13.3.5 CONTRACTOR agrees to waive subrogation against Dallas County, its officers and employees for injuries, including death, property damage or any other loss.

13.3.6 Default/Cumulative Rights/ Mitigation. It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Contract are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance or otherwise. CONTRACTOR has a duty to mitigate damages.

13.3.7 Approval and acceptance of CONTRACTOR's services by County shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR for the accuracy and competency of CONTRACTOR's Services; nor shall such approval and acceptance be deemed to be an assumption of such responsibility by County for any defect, error or omission in the services performed by CONTRACTOR in this regard.

13.3.8 CONTRACTOR shall provide that all provisions of this contract concerning liability, duty and standard of care, shall be underwritten by contractual liability coverage sufficient to include obligation within applicable policies. CONTRACTORS and/or their freight contractors must be prepared to show coverage verification prior to entering upon County premises. Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners

Court, not to exceed a period of up to two years from the termination of the contract, or cancellation of the contract or both (Court Order 2003-1792, September 30, 2003).

13.4 Insurance Certificates: The certificates of insurance shall list County as the certificate holder. Any and all copies of Certificates of Insurance shall reference any applicable RFP (Request for Proposal) number for which the insurance is being supplied. All insurance policies or duly executed certificates for the same required to be carried by CONTRACTOR under this Contract, together with satisfactory evidence of the payment of the premium thereof, shall be delivered to the Dallas County Purchasing Agent located at 1201 Elm Street, 24th Floor, Suite 2400-B, Dallas, Texas 75270 within ten (10) calendar days of execution and/or renewal of this Contract and upon renewals and/or material changes of such policies, but not less than fifteen (15) calendar days prior to the expiration of the term of such coverage, or such non-delivery shall constitute a default of this Contract subject to immediate termination at County's sole discretion.

13.5 All insurance coverage shall be on a per occurrence basis or a per claim basis if CONTRACTOR provides for five (5) year tail coverage, unless specifically approved in writing and executed by the County's Purchasing Agent and Risk Manager.

13.6 All insurance required to be carried by CONTRACTOR and/or subcontractors under this Contract shall be acceptable to County in form and content, in its sole discretion. All policies shall be issued by an insurance company acceptable and satisfactory to County and authorized to do business in the State of Texas. Acceptance of or the verification of insurance by County shall not relieve or decrease the liability of the CONTRACTOR.

13.7 Minimum insurance is a condition precedent to any work/services performed under this Contract and for the entire Term of this Contract, including any renewal or extension. In addition to any and all other remedies County may have upon CONTRACTOR's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, or such insurance lapses, is reduced below minimum requirements or is prematurely terminated for any reason, County shall have the right to:

13.7.1 Order CONTRACTOR to stop work hereunder, which shall not constitute a Suspension of Work/Services;

13.7.2 Withhold any payment(s) which become due to CONTRACTOR until CONTRACTOR demonstrates compliance with the requirements and assurance and proof acceptable to County that there is no liability to County for failure to provide such required insurance;

13.7.3 At its sole discretion, declare a material breach of this Contract, which, at County's discretion, may result in:

13.7.3.1 Termination of this Contract

13.7.3.2 Demand on any bond, as applicable;

13.7.3.3 The right of County to complete this Contract by contracting with the “next low proposal.” CONTRACTOR will be fully liable for the difference between the original Contract price and the actual price paid, which amount is payable to County by CONTRACTOR on demand; or

13.7.3.4 Obtain such insurance and deduct from the payments to CONTRACTOR the expense of obtaining such insurance and the cost of insurance premiums. However, neither CONTRACTOR nor any third party shall have any recourse against County for payment of any premiums or assessment for any deductibles, or payment of any amount that would have been payable by any such insurance, as all such liability, cost, expense, premiums and deductibles are the sole responsibility and risk of the CONTRACTOR; and

13.7.3.5 Any combination of the above

13.8 CONTRACTOR shall promptly advise COUNTY in writing of any claim or demand, against County or CONTRACTOR, known to CONTRACTOR related to or arising out of CONTRACTOR’s activities under this Contract.

13.9 Approval, disapproval or failure to act by COUNTY regarding any insurance supplied by CONTRACTOR shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth herein. Neither shall bankruptcy, insolvency or denial of liability by any insurance company exonerate the CONTRACTOR from liability.

13.10 Acceptance of the services, or failure to act by COUNTY shall not constitute nor be deemed a release of the responsibility and liability of CONTRACTOR, its employees, associates, agents or subcontractors for the accuracy and competency of their services; nor shall such acceptance be deemed an assumption of responsibility or liability by COUNTY for any defect in the services performed by CONTRACTOR, its employees, subcontractors, and agents.

13.11 Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR’s or its subcontractor’s performance of the work covered under this Contract.

13.12 Survival: The provisions of this Section shall survive completion, suspension, termination or expiration of this Contract, or any determination that this Contract or any portion hereof is void, voidable, invalid or unenforceable.

13.13 Insurance Lapse: Pursuant to Section 94.73 of the Dallas County Code, if the CONTRACTOR fails to maintain the insurance required under the Contract continuously at all times during the period stated in the Contract, or otherwise has a lapse in any of the required insurance coverage, including workers’ compensation coverage, the CONTRACTOR shall reimburse COUNTY for any and all costs, including attorney’s fees incurred by COUNTY in curing said default. In the event of any insurance lapse, COUNTY shall retain five percent (5%) of the value of the total Contract Sum for a period of six (6) months from the date of the cure of the insurance lapse or the date the Contract has ended, whichever is later, to cover COUNTY’s

potential exposure to liability during the period of the insurance lapse. CONTRACTOR further agrees to indemnify COUNTY for any penalties, fines, jury awards, court costs, litigation expenses, and attorneys' fees incurred by COUNTY due to CONTRACTOR's failure to maintain the required insurance at all times during the Term of the Contract. CONTRACTOR, at its own expense with Counsel of COUNTY's choice, will defend and hold COUNTY harmless in any claim or action against COUNTY that occurred as a direct or indirect result of CONTRACTOR's failure to maintain insurance at all times during the Term of the Contract. Without waiving any rights under Sovereign Immunity, COUNTY shall cooperate with and may monitor CONTRACTOR in the defense of any claim, action, or proceeding and will, if appropriate, make employees available as CONTRACTOR may reasonably request with regard to such defense, subject to the reimbursement by CONTRACTOR of all costs and expenses occasioned by COUNTY's cooperation in such defense. CONTRACTOR agrees not to settle any such claim without COUNTY's consent, which consent will not be unreasonably withheld or delayed.

13.14 PERFORMANCE BOND

Awardee is required to execute to COUNTY a good and sufficient bond in an amount equal to 100% of full Contract Amount, or otherwise guaranteeing the full and faithful execution of the work and performance of the Agreement in accordance with the plans, specifications and contract documents, including any extensions thereof, for the protection of COUNTY. The bond shall identify the Principal (CONTRACTOR) and Surety with the Owner (COUNTY). The Principal and Surety shall be identified by their full legal names, addresses, full telephone numbers, and legal status of the parties (i.e., sole proprietorship, general partnership, joint venture, unincorporated association, limited partnership, corporation (general or professional), etc.). The identification of the Owner will be for informational purposes only. The Agreement shall be described by the bid and this Agreement for which services are being provided, date, amount and by official name and identification of the project. The amount of the Agreement and the dollar amount of the performance bond shall be in both written and numerical form. The date of the performance bond shall not be earlier than the date of the Agreement, which is adopted by reference. The bonds must be executed by a corporate surety authorized to do business in the State of Texas in accordance with Article 7.19-1 of the Texas Insurance Code. Each bond must be separately signed by the Principal and the Surety. The parties executing (signing) the bond should indicate their companies, print their names and titles, and impress the corporate seals, if any. Where appropriate, CONTRACTOR shall attach a copy of the resolution by law authorizing the individual to act on behalf of the firm or entity. Evidence of authority to sign on behalf of each party should be obtained. As to the Surety, this usually takes the form of a power of attorney issued by the Surety Company to the agent who signs on its behalf. The bonds must be payable to Dallas County, Texas.

- 13.14.1 The performance bond must clearly and prominently display on the bond or on an attachment to the bond the name, mailing address, physical address, and telephone number, including the area code, of the surety company to which any notice of claim should be sent, or the toll-free telephone number maintained by the Texas Department of Insurance Under Chapter 521.051 of the Texas Insurance Code, and a statement that the address of the surety

company to which any notice of claim should be sent may be obtained from the Texas Department of Insurance by calling the toll free telephone number.

- 13.14.2 Should COUNTY exercise any Agreement extension option for additional Agreement terms, it will be CONTRACTOR's responsibility to have the Surety Company provide to COUNTY confirmation of the existing bond or provide a new bond, if applicable
- 13.14.3 Bonds shall be executed by a duly authorized Surety company satisfactory to COUNTY. COUNTY will accept only those bonds executed by those surety companies listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury."
- 13.14.4 No surety will be accepted by COUNTY who is now in default or delinquent on any bonds or who is interested in any litigation against the COUNTY
- 13.14.5 Each bond shall be executed by CONTRACTOR and Surety. Each Surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship.
- 13.14.6 In the event the Agreement is prematurely terminated due to CONTRACTOR's breach and/or nonperformance of the Agreement, COUNTY reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, COUNTY will seek its attorney's fees and costs of suit from CONTRACTOR which amount CONTRACTOR shall pay in the event that COUNTY prevails in such action.
- 13.14.7 COUNTY will disburse no payment for goods, materials or services provided by CONTRACTOR unless a good and sufficient bond written to equal 100% of the full contract amount is received by COUNTY.
- 13.14.8 In the event CONTRACTOR does not secure and deliver a performance bond acceptable to COUNTY and in accordance with the provisions of this Section, COUNTY, at its sole discretion, may immediately terminate this Agreement.
- 13.14.9 If CONTRACTOR executes the performance bond as described herein, then upon Final Acceptance, COUNTY will promptly, but in any event not less than thirty (30) days from the date of Final Acceptance, take all reasonable steps necessary to terminate the performance bond set forth herein or otherwise release CONTRACTOR from any obligations arising under such performance bond.
- 13.14.10 In lieu of an performance bond, the CONTRACTOR may submit within ten (10) days after contract award or prior to the commencement of any work or

delivery of services a cashier's/certified check payable to COUNTY. The funds will be remaining the possession of COUNTY and shall be utilized in the event the respective contractor defaults for any reason and/or is terminated by COUNTY due to non-performance. Upon satisfactory completion of the awarded contract, the contracting firm will submit, in writing, a request for reimbursement of the funds originally received by COUNTY. COUNTY shall retain all interest earned on the funds during the term that such funds are in the possession of COUNTY.

- 13.14.11 All bonds shall be delivered to the Dallas County Purchasing Agent located at the Renaissance Tower Building, 1201 Elm Street, 24th Floor Suite 2400, Dallas, Texas 75270.
- 13.14.12 No payment shall be due and payable to the CONTRACTOR, even if the contract has performed in whole or in part, until the bond has been submitted to COUNTY.

SECTION 14. RIGHT OF REVIEW AND AUDIT

COUNTY may review any and all of the services performed by CONTRACTOR under this Contract. COUNTY is hereby granted the right to audit, at COUNTY's expense and election, all of CONTRACTOR's records and billings relating to the performance of this Contract, provided that such audits requiring records or other reports be noticed to CONTRACTOR 5 business days in advance of such audit. CONTRACTOR agrees to retain such records for a minimum of three (3) years following completion of this Contract. Additionally, COUNTY shall have immediate access to CONTRACTOR's offsite facilities where COUNTY property is maintained.

SECTION 15. PREVENTION OF FRAUD AND ABUSE

CONTRACTOR shall establish, maintain and utilize internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Contract. Any known or suspected incident of fraud or program abuse involving CONTRACTOR's employees or agents shall be reported immediately by the COUNTY to the Office of the Inspector General for appropriate action. Moreover, CONTRACTOR warrants to be not listed on a local, county, State or federal consolidated list of debarred, suspended and ineligible contractors and grantees. CONTRACTOR and COUNTY agree that any persons who, as part of their employment, receive, disburse, handle or have access to funds collected pursuant to this Contract do not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds. CONTRACTOR shall, upon notice by COUNTY, refund expenditures of the CONTRACTOR that are contrary to this Contract and deemed inappropriate by the COUNTY provided such expenditures are in non-compliance with the terms herein.

SECTION 16. TRANSITION SERVICES REQUIRED OF CONTRACTOR

Upon notice of termination and/or expiration of this Contract, COUNTY shall immediately have the right to audit any and all records of CONTRACTOR relating to this Contract, provided that

COUNTY can provide CONTRACTOR 5 business days notice of such audit. Moreover, upon termination and/or expiration date of this Contract, CONTRACTOR agrees to transition the services provided herein in a cooperative manner and provide anything requested from the COUNTY, including, but not limited to the following, upon date of termination and/or expiration: (i) All Contract and services documentation identified in a complete, neat and orderly manner; (ii) Good faith pledge to cooperate with COUNTY upon transition of services to another contractor or COUNTY department providing the same or similar services; (iii) Final accounting of all income from the Contract; (iv) Downloading and removal of all COUNTY information from the CONTRACTOR's equipment and software; (v) Removal of CONTRACTOR services without affecting the integrity of COUNTY's systems; and (vi) All Records and COUNTY property within thirty (30) business days of such expiration or termination. This provision shall survive Contract termination.

SECTION 17. TAX

COUNTY, as a county of the State of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Tax Code § 151.309, and shall therefore not be liable or responsible to the CONTRACTOR for the payment of such taxes under this Contract.

The fees paid to CONTRACTOR pursuant to this Contract are inclusive of any applicable sales, use, personal property or other taxes attributable to periods on or after the applicable effective date of this Contract and based upon or measured by CONTRACTOR's cost in acquiring or providing products and/or services and related materials and supplies furnished or used by CONTRACTOR in performing its obligations hereunder, including all personal property and use taxes, if any, due on equipment or software owned by CONTRACTOR.

CONTRACTOR accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration pay to persons employed by CONTRACTOR for work performed under the terms of this Contract and **agrees to indemnify and save harmless COUNTY from any such contribution or taxes or liability.**

SECTION 18. CONFIDENTIALITY AND OPEN RECORDS ACT

- A. CONTRACTOR shall not disclose privileged or confidential communications or information acquired in the course of the performance of the services under this Contract, unless authorized by law. CONTRACTOR agrees to adhere to all confidentiality requirements, as applicable, for work conducted for COUNTY under this Contract.
- B. Open Records or Public Information Act. The parties acknowledge and agree that COUNTY is subject, as a matter of law, to TEX. GOV'T CODE ANN. § 552 (Vernon 1994), also known as the "Texas Open Records Act" or the "Texas Public Information Act" (hereinafter "Open Records Act"). Notwithstanding any other provision, including exemptions or exceptions to the Open Records Act, the parties agree that in the event that any provision of this Contract, or other documents related to this Contract, including, but

not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Open Records Act, such provision shall be of no force or effect. Furthermore, it is expressly acknowledged and agreed that COUNTY, Dallas County Commissioners Court, County Judge, Elected County Officials, County Department Heads and County Employees (hereinafter "County Requestors") may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Open Records Act to any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished to or in the possession or knowledge of COUNTY. It is further acknowledged and agreed that COUNTY Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Texas Attorney General. CONTRACTOR hereby releases the County Requestors from any and all liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part thereof, or other equipment or item, data or information furnished by CONTRACTOR or in the possession or knowledge of COUNTY that is determined by COUNTY or in reliance on any advice, decision or opinion of the Texas Attorney General to be available to the public or any persons.

- C. Confidential or Proprietary Marking. Any information or documents the CONTRACTOR uses in the performance of the services provided under this Contract that CONTRACTOR considers confidential or proprietary or that contains trade secrets must be clearly marked accordingly. This marking must be explicit as to the designated information. The designation, however, may not necessarily guarantee the non-release of the documents or information if release is required under the Texas Public Information Act, or is otherwise required by law.

SECTION 19. INDEPENDENT CONTRACTOR

CONTRACTOR, including its agent, student or employee, is an independent CONTRACTOR and not an agent, servant, joint enterpriser, joint venturer, or employee of COUNTY, and is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Contract.

SECTION 20. SUBCONTRACTING

CONTRACTOR may not enter into Contracts with subcontractors for delivery of the designated services outlined in this Contract without prior written consent of COUNTY, which shall not be unreasonably withheld or delayed. The costs of all subcontracted services are included in the fees paid herein. Subcontracts, if any, entered into by CONTRACTOR will be in writing and subject to all requirements herein. CONTRACTOR agrees that it will solely be responsible to COUNTY for the performance of this Contract. CONTRACTOR shall pay all subcontractors in a timely manner. COUNTY shall have the right to prohibit CONTRACTOR from using any subcontractor.

SECTION 21. ASSIGNMENT

During the term of this Contract, CONTRACTOR may not sell, assign, transfer or convey this Contract without the written consent of Dallas County Commissioners Court. Should COUNTY authorize CONTRACTOR to subcontract (assign) any portion of this Contract, CONTRACTOR will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, CONTRACTOR shall maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor(s). In the event of failure by CONTRACTOR to comply with these requirements, COUNTY may, at its option, terminate this Contract provided that such failure is not cured within twenty (20) business days of notice. Should COUNTY authorize the CONTRACTOR to transfer this contract, in whole or in part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract; and CONTRACTOR will continue to be responsible for the performance of the secondary contractor.

CONTRACTOR understands and agrees that in the event that all or substantially all of CONTRACTOR's assets are acquired by another entity, CONTRACTOR is still obligated to fulfill the terms and conditions of this Contract. However, in the event of the assignment or sale of CONTRACTOR's assets, COUNTY, at its option, may terminate or renegotiate the terms of this Contract.

SECTION 22. INVALIDITY

If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

SECTION 23. GOVERNMENT FUNDED PROJECT

If Contract is funded in part by either the State of Texas or the federal government, CONTRACTOR agrees to timely comply without additional cost or expense to COUNTY, unless otherwise specified herein, to any statute, rule, regulation, grant, contract provision or other State or federal law, rule, regulation, or other similar restriction that imposes additional or greater requirements than stated herein and that is directly applicable to the services rendered under the terms of this Contract.

SECTION 24. FISCAL FUNDING

Notwithstanding any provisions contained in this Contract, the obligations of the COUNTY under this Contract are expressly contingent upon the availability of funding for each item and obligation for the term of the Contract and any pertinent extensions. CONTRACTOR shall have no right of action against COUNTY in the event COUNTY is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding for any item or obligation from any

source utilized to fund this Contract or failure to budget or authorize funding for this Contract during the current or future fiscal years. In the event that COUNTY is unable to fulfill its obligations under this Contract as a result of lack of sufficient funding, or if funds become unavailable, COUNTY, at its sole discretion, may provide funds from a separate source or may terminate this Contract by written notice to CONTRACTOR at the earliest possible time prior to the end of its fiscal year.

SECTION 25. WRITTEN NOTICE

Any notice or certification required or permitted to be delivered under this Contract shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

To COUNTY: Dallas County Purchasing Director
1201 Elm Street
24th Floor, Suite 2400-B
Dallas, Texas 75270

w/a copy to: Chong Choe
Assistant District Attorney
Dallas County District Attorney's Office
411 Elm Street, 5th Floor
Dallas, Texas 75202

To CONTRACTOR: Kevin Myers
Keefe Commissary Network, L.L.C.
3101 Marquis Road, Suite 200
Garland, Texas 75042

SECTION 26. ENTIRE CONTRACT

It is understood that this Contract contains the entire agreement between the parties and supersedes any and all prior Contracts, arrangements, or understandings, written or oral, between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal Contract or conversation with any officer, agent or employee of COUNTY, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations hereunder.

SECTION 27. MINORITY PARTICIPATION:

The CONTRACTOR agrees to comply with the provisions of Exhibit "C", "Minority/Women Business Specifications for RFPs" as filed by CONTRACTOR with COUNTY's

Minority/Women Business Enterprise office in response to RFP No. 2017-002-6626. Said response is fully incorporated herein for all purposes as if reproduced word for word.

SECTION 28. AMENDMENTS AND CHANGE IN THE LAW

No modification, amendment, novation, renewal or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the parties hereto. Any alteration, addition or deletion to the terms of this Contract which are required by changes in federal or State law are automatically incorporated herein without written amendment to this Contract and shall be effective on the date designated by said law.

SECTION 29. COMPLIANCE WITH LAWS AND VENUE

In providing services required by this Contract, CONTRACTOR must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. Texas Law shall govern this Contract and exclusive venue shall lie in Dallas County, Texas.

SECTION 30. PROMPT PAYMENT ACT

CONTRACTOR agrees that a temporary delay in making payments due to COUNTY's accounting and disbursement procedures shall not place COUNTY in default of this Contract and shall not render COUNTY liable for interest or penalties, provided such delay shall not exceed thirty (30) calendar days after its due date. Any payment not made within thirty (30) calendar days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

SECTION 31. WAIVER

Failure of any party, at any time, to enforce a provision of this Contract, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Contract, any part hereof, or the right of the party thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

SECTION 32. BINDING EFFECT

This Contract and the respective rights and obligations of the parties hereto shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto as well as the parties themselves.

SECTION 33. SEVERABILITY

If any provision of this Contract shall be held invalid, void or unenforceable, remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain

in full force and effect.

SECTION 34. RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this Contract are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Parties have a duty to mitigate damages.

SECTION 35. HEADINGS

Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Contract.

SECTION 36. NUMBER/GENDER

Words of any gender used in this Contract shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise.

SECTION 37. COUNTERPARTS

This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

SECTION 38. TITLE VI ASSURANCES/COMPLIANCE

The County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Pursuant to Title VI requirements, any entity or person that enters into a contract with Dallas County including, but not limited to prime contractors, sub-contractors, and sub-recipients, may not discriminate on the basis of race, color, national origin, age, sex, disability, or religion in their selection and retention of subcontractors (including consultants), in connection with any federally funded program or activity (including any program or activity undertaken/funded by a Dallas County Division/Department that receives federal funds).

This Agreement contains information concerning Dallas County's Title VI Assurances/Compliance Policy and Contractor responsibilities.

SECTION 39. SIGNATORY WARRANTY


The parties represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract.

EXECUTED THIS _____ DAY OF _____ 2017.

DALLAS COUNTY

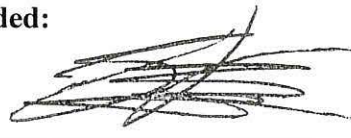
Keefe Commissary Network, L.L.C.

By: _____
Clay Lewis Jenkins
Dallas County Judge

By: 

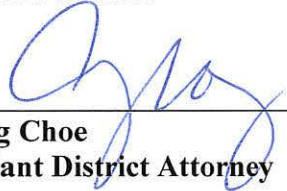
John Puricelli
EV President / GM

Recommended:

By: 

Lupe Valdez
Dallas County Sheriff

Approved as to form*:
FAITH JOHNSON
DISTRICT ATTORNEY

By: 

Chong Choe
Assistant District Attorney

***BY LAW, THE DISTRICT ATTORNEY'S OFFICE MAY ONLY ADVISE OR APPROVE CONTRACTS OR LEGAL DOCUMENTS ON BEHALF OF ITS CLIENTS. IT MAY NOT ADVISE OR APPROVE A LEASE, CONTRACT, OR LEGAL DOCUMENT ON BEHALF OF OTHER PARTIES. OUR REVIEW OF THIS DOCUMENT WAS CONDUCTED SOLELY FROM THE LEGAL PERSPECTIVE OF OUR CLIENT. OUR APPROVAL OF THIS DOCUMENT WAS OFFERED SOLELY FOR THE BENEFIT OF OUR CLIENT. OTHER PARTIES SHOULD NOT RELY ON THIS APPROVAL, AND SHOULD SEEK REVIEW AND APPROVAL BY THEIR OWN RESPECTIVE ATTORNEY(S).**

ЕХНІВІТ “А”

EXHIBIT "B"



January 25, 2017

Keefe Commissary Network values the relationship we have developed with Dallas County over the last ten years and appreciates the opportunity to provide a response to BAFO for RFP Commissary Services for the Dallas County Sheriff- RFP No 2017-002-6626. The last ten years have provided KCN the ability to customize our operations and software applications to fit the needs of Dallas County. We are excited about the opportunity to extend our existing partnership with Dallas County. KCN believes we have demonstrated over the last 10 years why we should retain this contract and move forward as part of the bright future of Dallas County. Please contact us at any time during this process if you have any questions or concerns related to the response to BAFO questions below.

QUESTION1: Please outline the firms BAFO pricing structure for cost and other fees schedule, include all delivery, freight charge and or service fees. This data must be presented in chart format. (NOTE: see attachment)

RESPONSE: The Keefe Group (KCN) is the current provider of commissary services at Dallas County. Exhibit A of the RFP that is attached to this BAFO is the current KCN menu of items and pricing offered to all Dallas County inmates. Keefe's original response to the RFP was that all pricing would remain constant for 180 days as required by the RFP. Keefe is presenting to keep pricing already approved by Dallas County and familiar with inmate population firm and without changes. We are including the current menu to once again confirm our commitment to continuing service with no price increases to the inmate population. Keefe Group prides itself on the flexibility to negotiate product pricing under terms of this contract. As stated, the proposed menu is the current Keefe menu in place at Dallas County today which is approved by Dallas County and familiar with the inmate population. Menu pricing on the attached menu for this BAFO and included in your documentation is a direct reflection of commission/revenue offer to Dallas County. That being said, if Dallas County is seeking to negotiate lower commissary menu pricing Keefe is willing to adjust the commission/revenue proposal accordingly to reflect that pricing. As noted below there are no fees for standard commissary services. Only value added services have fees associated that are detailed in chart below.

| Item | Charges if applicable | Explanation if needed |
|---|-----------------------|--|
| Menu Pricing- daily commissary services | \$ - | No delivery, freight or other fees- see menu |
| Securepak (e-commerce orders) | \$ 5.95 | Processing fee necessary to solicit, receive, print, package and ship all packages |
| Deposit Services via Lobby Kiosks | \$ 2.00 | As required in Original RFP |
| Credit/Debit Deposits via Website | \$ 2.95 | Gross Amount Deposited-\$0.01 - \$19.99 |
| | \$ 5.95 | Gross Amount Deposited-\$20.00 - \$99.99 |
| | \$ 7.95 | Gross Amount Deposited-\$100.00 - \$199.99 |
| | \$ 9.95 | Gross Amount Deposited-\$200.00 - \$300.00 |
| Credit/Debit Deposits via Phone | \$ 3.95 | Gross Amount Deposited-\$0.01 - \$19.99 |
| | \$ 6.95 | Gross Amount Deposited-\$20.00 - \$99.99 |
| | \$ 8.95 | Gross Amount Deposited-\$100.00 - \$199.99 |
| | \$ 10.95 | Gross Amount Deposited-\$200.00 - \$300.00 |

Dallas County Purchasing Department
 Commissary Services for Dallas County Sheriff
 RFP# 2017-002-6626



BAFO Commissary
 ©2017 Keefe Group®



QUESTION 2: Provide projected and guaranteed revenue generation based on weekly inmate sales which are limited to \$150.00 per week for food and non-food purchased items.

RESPONSE: Commission Proposal

The Keefe Group (Keefe Commissary Network)

Proposes a 53% Commission Rate

- Paid on all Gross Commissionable Sales
- *Inclusive of all commissary and Securepak Sales (e-commerce sales)*

(Projected annual commission of \$3,657,000 based on 12 months sales provided in General Information)

Annual Guarantee \$3,100,000

(Difference to be paid at end of each year of the contract if 53% commission does not equal or exceed \$3,100,000)

Additionally, The Keefe Group (Keefe Commissary Network) will continue to pay the Dallas County Sheriff's Department \$2,000 per month for rent of space currently allocated for commissary storage. (**\$24,000 annually**)

QUESTION 3: Is there anything in the firm's proposal that is dependent upon Dallas County doing something first, that is not clearly detailed in your RFP response? If so, what specifically is required of Dallas County?

RESPONSE: No

COST QUOTATION ASSUMPTION:

- Pricing will be valid for 180 days from the date of the BAFO
- Be clear about what products and services are included and the revenue generated.
- Dallas County intends to have an initial contract term of three (3) years with two (2) one year extension options, with a thirty day no fault termination clause.

The Keefe Group agrees and accepts cost quotation assumptions

Dallas County Purchasing Department
Commissary Services for Dallas County Sheriff
RFP# 2017-002-6626



BAFO Commissary
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EXHIBIT "C"

EXHIBIT "D"

1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned and/or HUB businesses as subcontractors/sub-consultants/suppliers. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder/proposer does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local state and federal agencies, small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Company Name: Keefe Commissary Network, LLC

Printed Name: Kevin Myers

Title: Vice President

Signed:  _____

Date: November 30, 2016

Revised 4/9/15

2. MBE/WBE/DBE AND HUB PARTICIPATION REPORT*

RFP No. 2017-002-6626 Commissary Services for the Dallas County Sheriff
 SOLICITATION/PROJECT NUMBER SOLICITATION/PROJECT TITLE

Total Amount of Your Bid/Proposal \$ \$6,900,000 (The amount should equal the total amount as shown on the bid sheet)

List all proposed MBE/WBE/DBE/HUB subcontractors/sub-consultants/material suppliers that will be used in the performance of this contract and attach a copy of their current and valid certification document. Deletion of firms must be approved by Dallas County prior to finalization.

1. Sub-Contractor/Consultant/Material Supplier Name: CDS Vending Contact Name and Phone Number: Carl Shephard, 214-695-5026

Certification Classification: MBE WBE DBE HUB Certification Agency: North Central TX Regional Certification Agency (NCTRCA) Certification Number: BMDB80331Y0517

Dollar Amount: \$ \$1,000,000 Percentage % of Contract: 14.5 %

Description of Services/Work**: CDS Vending is a supplier that Keeffe will be purchasing some of the product from for the Dallas County Commissary Services contract.

Figures based on full term of contract as has been the case the past 10 years with Keeffe.

2. Sub-Contractor/Consultant/Material Supplier Name: Imperial Vending Services LLC DBA Freshomatic Vending Service Contact Name and Phone Number: Jamia Stallworth, 817-589-3888

Certification Classification: MBE WBE DBE HUB Certification Agency: North Central TX Regional Certification Agency (NCTRCA) Certification Number: BMDB54609Y0316

Dollar Amount: \$ \$311,000 Percentage % of Contract: 4.5 %

Description of Services/Work: Imperial Vending Service, LLC DBA Freshomatic Vending Service is a supplier that Keeffe will be purchasing some of the product from for the Dallas County Commissary Services contract.

Figures based on full term of contract as has been the case the past 10 years with Keeffe.

3. Sub-Contractor/Consultant/Material Supplier Name: _____ Contact Name and Phone Number: _____

Certification Classification: MBE WBE DBE HUB Certification Agency: _____ Certification Number: _____

Dollar Amount: \$ _____ Percentage % of Contract: _____ %

Description of Services/Work**: _____

4. Sub-Contractor/Consultant/Material Supplier Name: _____ Contact Name and Phone Number: _____

Certification Classification: MBE WBE DBE HUB Certification Agency: _____ Certification Number: _____

Dollar Amount: \$ _____ Percentage % of Contract: _____ %

Description of Services/Work**: _____

*Dallas County recognizes certifications from the following government entities and/or agencies:

- North Central Texas Regional Certification Agency (NCTRCA)
- DFW Minority Supplier Development Council (DFW MSDC)
- The Women's Business Council - Southwest (WBCS)
- State of Texas Historically Underutilized Business (TX HUB)
- Texas Unified Certification Program (TUCP)
- Texas Department of Transportation (TXDOT) Disadvantaged Business Enterprise (DBE) Program - DOT PROJECTS ONLY

** Must correspond with specific goods or services outlined RFP/BID, specify section and page number

No MBE/WBE/DBE's or HUBs will be utilized in the performance of this contract.

Please explain and/or provide justification: _____

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

Company Name Keeffe Commissary Network, LLC

Address: 3101 Marquis Road - Suite 200 Garland, TX 75042 Phone No: 800-593-0039

Printed Name of Preparer: Kevin Myers

Title: Vice President

Preparer Signature 

Date: November 30, 2016

Date: _____ Revised 4/9/15

APPENDIX A

TITLE VI ASSURANCES/COMPLIANCE

A. Assurances

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

C. Representations/Warranties

The Contractor also makes the following representations and warranties to Dallas County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.
3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. Title VI Complaints

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
1201 Elm Street, Renaissance Tower 23rd Floor
Dallas, TX 75270
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at http://www.dallascounty.org/department/HR/title_vi.htm or at the address above.

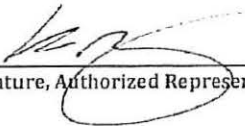
A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to: U.S. Department of Justice Civil Rights Division Federal Coordination and Compliance Section, NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530. More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

E. Enforcement

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any enforcement action by Dallas County, the contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name: Keefe Commissary Network, LLC



Signature, Authorized Representative of Contractor November 29, 2016
Date

Vice President

Title



Minority Business Enterprise Certification

CDS Vending Inc.

has filed with the Agency an Affidavit as defined by NCTRCA M/WBE Policies & Procedures and is hereby certified to provide service(s) in the following areas:

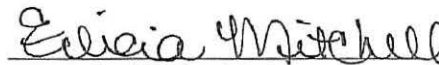
NAICS-238290: Vending Machine INSTALLATION; NAICS-454210: Vending Machine OPERATORS; NAICS-492110: Couriers And Express Delivery SERVICES; NAICS-722310: Food Service Contractors

This Certification commences May 4, 2016 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: May, 2017

Issued Date: May, 2016

CERTIFICATION NO. BMD80331Y0517


Certification Administrator



Disadvantaged Business Enterprise Certification



Imperial Vending Services, LLC

has filed with the Agency an Affidavit as defined 49 CFR Part 26 and is hereby certified to provide service(s)
in the following areas:

**NAICS-454210: Vending Machine Operators;
NAICS-722310: Food Service Contractors**

This Certification commences March 16, 2016 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Administrator

Issued Date: March 2016
CERTIFICATION NO. BMD864609Y0316

5. EEO-1 Form (To be submitted by the prime and any sub with 20% or more of the contract).

| | | | | | | | | | | | | | | | | |
|--|--------------------|--------------------------|-------------------------------------|--|---|-------|--------------------------------------|-------------------|-------|---|---|---|--|-------------------|----------------------|---------------------|
| NAME OF FIRM: <u>Keefe Commissary Network</u> | | | | | | | | | | | | | | | | |
| 5. Section D- EMPLOYMENT DATA | | | | | | | | | | | | | | | | |
| Employment at this establishment- Report all permanent full and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros. | | | | | | | | | | | | | | | | |
| Number of Employees (Report employees in only one category) | | | | | | | | | | | | | | | | |
| Race/Ethnicity | | | | | | | | | | | | | | | | |
| Job Categories | Hispanic or Latino | | Not-Hispanic or Latino | | | | | | | Female | | | | | | TOTAL COL A-N |
| | | | Male | | | | | | | | | | | | | |
| | Male | Female | White | Black or African American | Native Hawaiian or Other Pacific Islander | Asian | American Indian or Alaska Native | Two or more races | White | Black or African American | Native Hawaiian or Other Pacific Islander | Asian | American Indian or Alaska Native | Two or more races | | |
| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | |
| Executive/Senior Level officials and Managers | 1.1 | | | 1 | | | | | | | | | | | | 1 |
| First/Mid-Level Officials and Managers | 1.2 | 8 | 4 | 6 | 2 | | | | 19 | 4 | | | | | | 43 |
| Professionals | 2 | | | | | | | | 1 | | | | | | | 1 |
| Technicians | 3 | | | 1 | 1 | | | | | | | | | | | 2 |
| Sales Workers | 4 | | | 4 | | | | | 2 | | | | | | | 6 |
| Administrative Support Workers | 5 | 1 | 1 | 2 | | | | | | | | | | | | 4 |
| Craft Workers | 6 | | | | | | | | | | | | | | | |
| Operatives | 7 | | 1 | | | | | | | | | | | | | 1 |
| Laborers and Helpers | 8 | 13 | 51 | 10 | 17 | | | | 21 | 31 | | 1 | | | 1 | 145 |
| Service Workers | 9 | | | | | | | | | | | | | | | |
| TOTAL | 10 | 22 | 57 | 24 | 20 | | | | 43 | 35 | | 1 | | | 1 | 203 |
| PREVIOUS YEAR TOTAL | 11 | 19 | 51 | 22 | 15 | | | | 38 | 32 | | 1 | | | 1 | 179 |
| 1. Date(s) of payroll period used: <u>11/10/2016</u> (Omit on the Consolidated Report.) | | | | | | | | | | | | | | | | |
| Section E-ESTABLISHMENT INFORMATION (Omit on the Consolidated Report). What is the major activity of this establishment? (Be specific, i.e., manufacturing steel casings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.) | | | | | | | | | | | | | | | | |
| Section F- REMARKS-Use this item to give any identification data appearing on the last EEO-1 report which differs from that given above, explain major changes in composition of reporting units and other pertinent information | | | | | | | | | | | | | | | | |
| Section G- CERTIFICATION | | | | | | | | | | | | | | | | |
| Check One | | 1 | <input type="checkbox"/> | All reports are accurate and were prepared in accordance with the instructions. (Check on Consolidated Report only.) | | | | | | | | | | | | |
| | | 2 | <input checked="" type="checkbox"/> | This report is accurate and was prepared in accordance with the instructions. | | | | | | | | | | | | |
| Name of Certifying Official | | <u>Sara E. LaMartina</u> | | | | | Title <u>Director of HR</u> | | | | | Signature <u>[Signature]</u> | | | Date <u>11/17/16</u> | |
| Name of person to contact regarding this report | | <u>Jeannette Thomas</u> | | | | | Title <u>Corporate HR Generalist</u> | | | | | Address (Number and Street) <u>1260 Ardes Blvd.</u> | | | | |
| City and State | | <u>St. Louis, MO</u> | | | | | Zip Code <u>63132</u> | | | Telephone No. (including area code and extension) <u>(514) 214-2528</u> | | | Email address <u>jethomasette@holdings.com</u> | | | |
| All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII. WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S CODE, TITLE 18, SECTION 1001 | | | | | | | | | | | | | | | | |
| Description of Race and Ethnic Identification and Job Categories are found @ http://www.eeoc.gov/employers/eo1survey2007instructions.cfm / Appendix 4, Race and Ethnic Identification / and Appendix 5, Description of Job Categories | | | | | | | | | | | | | | | | |

Revised 4/9/15

EXHIBIT "E"



Hardware/Software Costs

Keefe Commissary Network owns, maintains and supports all hardware and software proposed to Dallas County and has done so for the last 10 years. All hardware and software in this proposal is provided to Dallas County at no cost. Please note hardware below that has been provided currently to Dallas County and that will continue to be provided at no cost to Dallas County.

| Type | Description | Qty |
|------|---|-----|
| CPU | Dell OP 5040, Intel i7-6700 3.4GHz, 16GB RAM, 1 TBHD, NIC, Windows 10 (SHI quote 11115006) | 16 |
| CPU | Dell PE R330, Intel Xeon E3-1220 3.0GHz, 16GB UDIMM, 5x500 GBHD, with rails, Server 2012 (SHI 11128051) | 1 |
| CPU | Dell Latitude E5550 Laptop (Windows 7 64-bit) no dock, no separate peripherals (722688221 - SHI 10873574) | 21 |
| CAN | Centronics 36 pin to USB adapter - (TU-P1284 - SHI 16425109) - *02/16 | |
| CAN | Symbol Hand Wand Scanner - USB - (LS2208-SR20001R - SHI 16902583) 5 Year replacement warranty - | 35 |
| PTR | Epson Receipt Printer - Ribbon (TM-U220A) (C31C513A8901 - SHI 20854878) USB - 3-year warranty | |
| PTR | Zebra G-Series GK420d label printer - Thermal (SHI 24403092) USB - 3-year warranty | 7 |
| PTR | HP Laser Jet M402N - MICR Printer - 3-year warranty | 1 |
| PTR | MICR toner for HP M402n (TROY 02-81576-001) | 1 |
| PTR | Dell Laser Printer S2810dn 3-year warranty (1CX14 - SHI 30439415) | 16 |
| CRT | Epson P80 Paper (3 1/8 x 119 thermal) - 48 Rolls | 4 |
| CRT | Epson Mobilink TM-P80 thermal printer (includes battery, power supply/cord & USB cable) (C31CD70A9991) | 16 |
| CRT | Epson ExpressCare ExtendedCare plus Spare-in-the-Air (coverage through year 3) | 16 |
| CRT | Epson OT-CH60II Multi-battery charger (Quad) for Mobilink P80 (C32C825374) | 6 |
| CRT | Epson OT-BY60II - Additional printer battery for Mobilink P80 (C32C831091) | 16 |

In addition Keefe Commissary Network provides Secure Release Services and Secure Deposit Services which include 2 one of a kind automated debit card release dispensers and all lobby deposit kiosks (8 currently in place throughout all facilities). All equipment and materials provided at no cost.



Dallas County Menu
 Flavors are subject to change

| # | DESCRIPTION | Price | # | DESCRIPTION | Price |
|------|---|--------|------|--|---------|
| 2000 | Keefe Coffee (single serve) | \$0.50 | 6093 | Cajun Shrimp Pasta- 2-8 oz servings | \$0.50 |
| 2070 | Hot Cocoa (single serve) | \$0.60 | 6046 | Chicken Ramen- 2-8 oz servings | \$0.50 |
| 2082 | Creamer (single serve) | \$0.20 | 6013 | Cajun Chicken Noodles- 2-8 oz servings | \$0.50 |
| 2100 | Cool-Off Sugar Free Orange (single serve) | \$0.45 | 6014 | Roast Beef Noodles- 2-8 oz servings | \$0.50 |
| 2105 | Cool-Off Sugar Free Tea (single serve) | \$0.45 | 6016 | Lime Chili w/ Shrimp Noodles- 2-8 oz servings | \$0.50 |
| 2110 | Cool-Off Sugar Free Fruit Punch (single serve) | \$0.45 | 6026 | Chili Noodles- 2-8 oz servings | \$0.50 |
| 2115 | Cool-Off Sugar Free Black Cherry (single serve) | \$0.45 | 6038 | Texas Beef Noodles- 2-8 oz servings | \$0.50 |
| 2120 | Cool-Off Sugar Free Lemonade (single serve) | \$0.45 | 6037 | Chili Noodles- 2-8 oz servings | \$0.50 |
| 2214 | Sweet-Mate Sugar Substitute, 10-pack - H | \$1.25 | 6052 | Hot & Spicy Vegetable Noodles- 2-8 oz servings | \$0.90 |
| 2282 | Keefe Allura Blend Coffee (3 oz) - H* | \$4.75 | 2616 | Jack Links Beef/Cheese Stick (1.2 oz) | \$1.90 |
| 2293 | Keefe Columbian Coffee (3 oz) - H* | \$4.75 | 2617 | Jack Links Hot Beef/Cheese Stick (1.2 oz) | \$1.90 |
| 2216 | Kellogg's Frosted Flakes S.S. - * | \$1.50 | 2664 | Velveta Mac And Cheese (3 oz) - H* | \$1.30 |
| 2716 | Kellogg's Fro Loops S.S. - * | \$1.50 | 2667 | Velveta Spicy Cheesy Rice (2 oz) - H* | \$1.15 |
| 3094 | Peanut Butter Cream Cookies (6 oz) - * | \$1.50 | 2668 | Velveta Cheesy Refried Beans (4 oz) - H* | \$1.60 |
| 3007 | Duplex Crème Cookies (14 oz) - H* | \$3.25 | 2669 | Velveta Spicy Cheesy Refried Beans (4 oz) - H* | \$1.90 |
| 3098 | Chocotate Crème Cookies (14 oz) - H* | \$3.25 | 2671 | Flour Tortillas (6 count) | \$1.75 |
| 3030 | Vanilla Cream Cookies (6 oz) - H* | \$1.50 | 2775 | Spicy Ground Beef Crumbles (6 oz) - H | \$3.10 |
| 3031 | Orange Pinnapple Cookies (6 oz) - H* | \$1.50 | 2795 | BC Lightly Seasoned Ground Beef (6 oz) - H | \$3.00 |
| 3036 | Chocolate Chip Cookies (6 oz) - H* | \$1.50 | 3584 | Jack Links Hot Summer Sausage (5 oz) | \$3.60 |
| 3340 | Iced Oatmeal Cookies (6 oz) - H* | \$1.50 | 3585 | B.C. Reg Beef Summer Sausage (5 oz) | \$3.65 |
| 3046 | Duplex Crème Cookies (6 oz) - H* | \$1.60 | 6700 | S.V. Refried Beans (8 oz) - H* | \$2.40 |
| 3157 | Saline Crackers (steave) - H* | \$1.00 | 6710 | Chili Flavored Refried Beans / Rice (4 oz) - H* | \$1.85 |
| 3124 | Peanut Butter Crackers (1.38 oz) - * | \$0.70 | 6050 | Keefe Pre-Cooked White Rice (7 oz) - H* | \$2.45 |
| 3130 | Cheese Crackers (1.35 oz) - * | \$0.70 | 6174 | Hot Chili / Beans (11.25 oz) | \$3.25 |
| 3196 | Cherry Danish (4.25 oz) - * | \$1.30 | 2737 | Chili Cheese Fritos (2 oz) | \$1.40 |
| 3030 | Banana Moon Pie (2.79 oz) | \$0.50 | 4321 | Doritos Nacho Cheese (1.75 oz) | \$1.40 |
| 3086 | Chocotate Moon Pie (2.75 oz) | \$0.50 | 6201 | ML Microwave Popcorn / Extra Butter (2.6 oz) - * | \$1.20 |
| 3120 | Peanut Butter Bars (twin pack) (2 oz) | \$0.75 | 6883 | Snyder's Jalapeno Pieces (2.25 oz) | \$1.40 |
| 3231 | Oatmeal Cake (1.35oz) - * | \$0.40 | 6079 | ML "Whole Shabang" Potato Chips (1.5 oz) - H* | \$1.20 |
| 3226 | Swiss Rolls (twin pack) (2 oz) - * | \$0.60 | 6100 | Potato Chips (1.5 oz) - H* | \$1.20 |
| 3246 | Dunkin' Donuts (1.75oz) - * | \$0.60 | 6102 | Stuffed Jalapeno Chips (1.5 oz) - H* | \$1.20 |
| 3247 | Jumbo Honey Bun (5 oz) - * | \$1.25 | 6103 | Scorcin Habenero Tortilla Chips (1.5 oz) - H* | \$1.20 |
| 3248 | Iced Cinnamon Rolls (4 oz) - * | \$1.30 | 6105 | BBO Potato Chips (1.5 oz) - H* | \$1.20 |
| 3270 | Cupcakes (4 oz) - * | \$1.35 | 6111 | Hot & Spicy Corn Chips (1.5 oz) - H* | \$1.20 |
| 3273 | Chocolate Honey Bun (4.75 oz) - * | \$1.35 | 6116 | Cactus Annie Cheese Puffs (2 oz) - H* | \$1.15 |
| 3274 | Iced Honey Bun (6 oz) - * | \$1.35 | 6119 | Cactus Annie Tortillas Chips (1.2 oz) - H* | \$3.75 |
| 3280 | Strawberry Donuts (4 oz) - * | \$1.30 | 6120 | Nacho Tortilla Chps (1.5 oz) - H* | \$1.20 |
| 3289 | Strawberry Filled Long John (4 oz) - * | \$1.30 | 6125 | Hot Hot BBO Potato Chips (1.5 oz) - H* | \$1.20 |
| 4420 | Blueberry Cheese Danish (4.25 oz) - * | \$1.20 | 6126 | Sour Cream and Onion Potato Chips (1.5 oz) - H* | \$1.20 |
| 4431 | Strawberry Cheese Danish (4.25 oz) - * | \$1.20 | 6134 | ML Ceramic Popcorn (3.65 oz) - H* | \$1.45 |
| 4468 | Iced Lemon Loaf Cake (4 oz) | \$1.25 | 6133 | Buffalo Wild Blue Cheese Chips (1.5 oz) | \$1.35 |
| 4469 | Cinnamon Loaf Cake (4 oz) | \$1.25 | 6150 | Frito Lay Flamin Hot Cheatos (1.75 oz) | \$1.40 |
| 4470 | Marble Loaf Cake (3.5 oz) | \$1.25 | 6167 | Frito Lay Cheetos (2 oz) | \$1.40 |
| 4095 | Butterfinger (1.9 oz) - * | \$1.45 | 6162 | Takis Fuego (4 oz) | \$2.78 |
| 4031 | Twix Bar (1.79 oz) - * | \$1.45 | 6569 | Moon Lodge "Whole Shabang Extreme" Rippe Chips (1.5 oz) - H* | \$1.20 |
| 4046 | MMM Peanut (5.3 oz) - * | \$3.80 | 6212 | Cajun Mix (3.5 oz) | \$1.60 |
| 4175 | Ugly Ranchers Assorted (3.7 oz) | \$1.70 | 6216 | Heiny Retailed Peanuts (2.5 oz) | \$1.10 |
| 4146 | Atomic Fire Balls (3 oz) | \$1.40 | 6217 | Tropical Blend Dried Fruit (4 oz) | \$1.20 |
| 4151 | Now & Laters Assst. (3.25 oz) | \$1.40 | 6127 | Pork Skins (2 oz) | \$1.80 |
| 4040 | Skittles (2.17 oz) | \$1.30 | 6176 | Brushy Creek Beef Stew (11.25 oz) | \$3.00 |
| 4080 | Snickers Minatures (4.4 oz) - * | \$2.95 | 6193 | Brushy Creek Beef in BBO Sauce (11.25 oz) | \$6.75 |
| 4190 | Butterscotch Bullions (4.25 oz) | \$1.40 | 6196 | Brushy Creek Lessano (11.25 oz) | \$2.85 |
| 4185 | Sugar Free Wild Fruit Candy (1.75 oz) | \$1.10 | 6173 | Brushy Creek Chis with Beans Peuch (11.25 oz) | \$3.00 |
| 4152 | Digby All Stars (3.75 oz) | \$1.40 | 6320 | Beef & Cheese Stick (1.25 oz) | \$0.90 |
| 4107 | Sour Gummy Worms (4 oz) | \$1.50 | 6412 | Grape Jelly (1 oz) - H* | \$0.60 |
| # | DESCRIPTION | Price | 6415 | Peanut Butter (1.12 oz) - H* | \$0.75 |
| 0901 | Balsam Shampoo (4 oz) | \$1.25 | 6428 | Sharp Cheese Squeazer (2 oz) | \$1.35 |
| 0902 | Balsam Conditioner (4 oz) | \$1.25 | 6264 | Ketchup (12 count) - H* | \$1.20 |
| 0920 | Dandruff Shampoo (4 oz) | \$1.25 | 6268 | Hot Sauce (12 count) - * | \$1.20 |
| 0939 | Sulfur 8 Shampoo (7.5 oz) | \$4.50 | 6262 | Mayonaisse (12 count) - H* | \$1.35 |
| 0655 | Pro Gto Gel Pomade (4 oz) | \$2.20 | 6263 | Sauzezum Mustard (12 count) - H* | \$1.20 |
| 0106 | Flower-Up A/P Deodorant Bloom (2 oz) | \$2.75 | 6500 | Hot Pickle (.67 oz) - * | \$1.35 |
| 0136 | Mennen A/P Deodorant Fresh Scent (1.8 oz) | \$3.10 | 6501 | Mild Pickle (.67 oz) - * | \$1.35 |
| 0320 | Magic Shave (6 oz) | \$4.75 | 6533 | Oatmeal Variety Flavor 1 pkt - * | \$0.85 |
| 0306 | Sea Minerals Body Wash (15 oz) | \$4.00 | 6600 | Tortillas (6 count) - * | \$1.75 |
| 0361 | Coconut Lime J-N-T Shampoo (15 oz) | \$3.50 | 6610 | Plain Bagel (4 oz) - * | \$1.10 |
| 0364 | Black Tea Body Wash - Pels (15 oz) | \$5.95 | 4825 | Chicken of the Sea Pink Salmon (5 oz) - * | \$5.60 |
| 0376 | Black Tea Body Wash - Guca (15 oz) | \$6.95 | 6178 | FC Mackerel (3.63 oz) - H* | \$2.50 |
| 0210 | Skin Care Lotion (4 oz) | \$1.25 | 6660 | FC Mackerel w/ Jalapenos in Chili Sauce (3.53 oz) - H* | \$2.50 |
| 0215 | Cocoa Butter Lotion (4 oz) | \$1.25 | 6826 | Fresh Catch Tuna Pouch(4.23 oz) - H* | \$3.00 |
| 0270 | Chapslick (.15 oz) | \$1.60 | # | DESCRIPTION | Price |
| 0281 | Tolnaftate Anti-Fungal Cream (15 gm) | \$2.30 | 0825 | Small Afro Pk | \$0.50 |
| 0414 | Dial Soap (4 oz) | \$1.55 | 1601 | Large Stamped Envelop | \$0.60 |
| 0416 | Dial Anti Bacterial Body Wash (16 oz) | \$6.00 | 1616 | Manila Envelope | \$0.30 |
| 0451 | Soap Dish | \$0.70 | 1040 | Flex Pen | \$1.00 |
| 0525 | Effering (2.5 oz) | \$5.90 | 1049 | First Class Stamp | \$0.47 |
| 0530 | Cool Wave Toothpaste (4 oz) | \$2.55 | 1050 | 10 First Class Stamps | \$4.70 |
| 0567 | Antishank Toothbrush | \$0.80 | 1060 | 6.5 X 11 Letter Pad (50 sheets) | \$1.45 |
| 0581 | APAP-Like Extra Strength Tylenol (2 pack) | \$0.75 | 1300 | Playing Cards | \$2.25 |
| 0643 | Ippn - Like Advil (2 pack) | \$0.75 | 0835 | Black Doo-Rag | \$3.00 |
| 0642 | Reliefs - Original Flavor (1 roll) | \$1.30 | 4666 | Showercup | \$0.75 |
| 0675 | Hells Cough Drops (1 stick) | \$1.30 | 7050 | Hot Pels | \$18.50 |
| 0631 | Sulfur 8 Gneasa (2 oz) | \$4.50 | 1417 | Spoon (plastic) | \$0.05 |
| 0900 | 5 Inch Comb | \$0.50 | 1456 | Shower Shoe Cross Strap (6m) | \$2.50 |
| 0967 | Contact Lens Case | \$0.55 | 1456 | Shower Shoe Cross Strap (med) | \$2.50 |
| 3652 | Multi-Purpose Saline Solution (12 oz) | \$6.00 | 1457 | Shower Shoe Cross Strap (lg) | \$2.50 |
| 5274 | Reading Glasses +1.50 | \$7.50 | 1458 | Shower Shoe Cross Strap (XL) | \$2.50 |
| 5275 | Reading Glasses +1.75 | \$7.50 | 1800 | Shower Shoe Cross Strap (2XL) | \$2.50 |
| 5276 | Reading Glasses +2.00 | \$7.50 | 1850 | Womens Panties (small) | \$2.50 |
| 5277 | Reading Glasses +2.25 | \$7.50 | 1851 | Womens Panties (medium) | \$2.50 |
| 5278 | Reading Glasses +2.50 | \$7.50 | 1852 | Womens Panties (large) | \$2.50 |
| 5279 | Reading Glasses +2.75 | \$7.50 | 1853 | Womens Panties (large) | \$2.50 |
| 5281 | Reading Glasses +3.25 | \$7.50 | 1867 | Womens Panties (2xl) | \$2.50 |
| | | | 8386 | Sports Bra (size 34) | \$6.00 |
| | | | 8386 | Sports Bra (size 36) | \$6.00 |
| | | | 8390 | Sports Bra (size 38) | \$6.00 |
| | | | 1310 | Diapers | \$3.50 |
| | | | 1315 | Chess Set with Board | \$4.50 |
| | | | 1320 | Checker Set with Board | \$3.75 |
| | | | 1327 | Uno Cards | \$7.00 |

H - Halal
 * - Kosher



Commission Proposal

- The Keefe Group (Keefe Commissary Network)

Proposes a **53%** Commission Rate

Paid on all Gross Commissionable Sales
Inclusive of all commissary and Securepak Sales (e-commerce sales)

(Projected annual commission of \$3,657,000 based on 12 months sales provided in General Information)

- Annual Guarantee **\$3,100,000**

(Difference to be paid at end of each year of the contract if 53% commission does not equal or exceed \$3,100,000)

- Additionally, The Keefe Group (Keefe Commissary Network) will continue to pay the Dallas County Sheriff's Department \$2,000 per month for rent of space currently allocated for commissary storage. **(\$24,000 annually)**

EXHIBIT "F"
("Title VI Assurances/Compliance")

TITLE VI ASSURANCES/COMPLIANCE

A. Assurances

During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the

contractor complies; and/or

- b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. **Nondiscrimination Authorities**

During the performance of this Agreement, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

C. Representations/Warranties

The Contractor also makes the following representations and warranties to Dallas County:

1. It has taken the steps necessary to effectuate Title VI requirements.
2. Disadvantaged business enterprises are afforded equal opportunity to submit bids/proposals as sub-contractors or sub-consultants and will not be discriminated against on the grounds of race, color, sex, age, disability, religion, veteran status, or national origin in consideration of a selection or award.

3. Neither contractor or any subcontractors or sub-recipients that will participate in activities to be funded as a result of this contract/bid/solicitation, are listed on the debarred list due to violations of Title VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment or disqualification.

D. Title VI Complaints

Any person, contractor, or subcontractor who believes that they have been subjected to an unlawful discriminatory practice under Title VI will be notified of their right to file a formal complaint within one hundred eighty (180) days following the alleged discriminatory action or the date the person(s) became aware of the alleged act(s) of discrimination. Any such complaint must be filed in writing or in person with the Dallas County Title VI Coordinator:

Dallas County Human Resources
c/o: Dallas County Director of Human Resources and Title VI Coordinator
1201 Elm Street, 23rd Floor, Suite 2300
Dallas, TX 75270
(214) 653-7638 (phone)
(214) 653-7608 (fax)

A copy of Dallas County Title VI Non-Discrimination Plan and Documents, and complaint forms, may be obtained at http://www.dallascounty.org/department/HR/title_vi.html or at the address above.

A complainant may also contact the Federal Coordination and Compliance Office, Civil Rights Division at the Title VI Hotline: 888-TITLE-06 (888-848-5306) or send a letter to:

U.S. Department of Justice Civil Rights
Division Federal Coordination and Compliance Section,
NWB 950 Pennsylvania Avenue, N.W. Washington, D.C. 20530.

More information on Title VI is available from the Justice Department online at www.justice.gov.

Contractor shall comply with all reasonable requests made in the course of an investigation of Title VI and these assurances by Dallas County, the Texas Department of Transportation, the US Department of Transportation, the US Department of Justice, or any other federal or state agency. Failure to comply with such reasonable requests will be deemed a breach of this contract/bid/solicitation.

E. Enforcement

The contractor affirmatively acknowledges that it will be subject to Title VI, and implementing regulations, and any enforcement measures therein. In addition to any

enforcement action by Dallas County, the contractor acknowledges that the United States and the State of Texas has a right to seek judicial enforcement with regard to any matter arising under Title VI, including the assurances herein.

Contractor's Full Name:

VEREVO COMMUNITY NETWORK LLC



Signature, Authorized Representative of Contractor

2/6/17

Date

EXEC VP / GM

Title