



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

RB/12-10

1. EDS Number: 1015-9-0009	2. Date prepared: 6/29/2010
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3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# 1
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input checked="" type="checkbox"/> Other COMMISSARY

FISCAL INFORMATION

4. Account Number: 71400-62200.547028	5. Account Name: COMMISSARY
6. Total amount this action: \$5,000,000.00	7. New contract total: \$53,000,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2009	\$8,500,000.00
Year 2010	\$12,000,000.00
Year 2011	\$14,000,000.00
Year 2012	\$14,000,000.00
Year 2013	\$4,500,000.00

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 10/15/2008	12. To (month, day, year): 10/14/2012
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP#	<input checked="" type="checkbox"/> Negotiated
	<input type="checkbox"/> Special Procurement
	<input type="checkbox"/> Other (specify)

AGENCY INFORMATION	
14. Name of agency: Prison Enterprises Network	15. Requisition Number:
16. Address: PEN Products Plainfield Distribution Center 757 MOON RD PLAINFIELD, IN 46168	

AGENCY CONTACT INFORMATION	
17. Name: Mike Jones	18. Telephone #: 317/838-7090
19. E-mail address: mjones2@idoc.in.gov	

COURIER INFORMATION	
20. Name: Mike Jones	21. Telephone #: 317/838-7090
22. E-mail address: mjones2@idoc.in.gov	

VENDOR INFORMATION	
23 Vendor ID # 0000114354	
24. Name: KEEFE SUPPLY CO	25. Telephone #: 800-831-8939
26. Address: P O BOX 17490 ST LOUIS, MO 63178-7490	

27. E-mail address: sbusch@keefegroup.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minority: _____ %
Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Women: _____ %
31 Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Minority: 1.7 %
Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Women: 1.7 %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 11-10-6-2

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
the admendment is to enter into an agreement where the PEN Products would provide material, pick and pack commissary orders for the vendors existing Indiana County Jails commissary customers plus PEN would also provide the same service to any new Indiana County Jail customers the vendor would pick up.

38. Justification of vendor selection and determination of price reasonableness:
This admendment would provide an additional 25 inmate jobs and would provide PEN Products an additional six million plus in revenue over the remaining life of the contract.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 10/29/10	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 10/22/10
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 11/1/10	46. Agency representative receiving from AG	47. Date Approved

RECEIVED
 OCT 28 2010
OAG-ADVISORY

AMENDMENT # 1
EDS# D15-9-0009

This is an Amendment to the Contract (the "Contract") entered into by and between PEN Products, a division of the Indiana Department of Correction (the "State"), and Centric Group, L.L.C. dba Keefe Supply company (the "Contractor"), which went into effect October 15, 2008.

Whereas, the Contract is for providing goods and services for the commissary operations of PEN Products.

Whereas, both parties wish to enter into an agreement to increase the employment of inmates by the State providing order bagging services for the Contractor for all Indiana County and Community Corrections services now provided by the Contractor or in the future as long as this agreement is in affect.

Now Therefore, in consideration of the foregoing and of the mutual promises in the Contract and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Contract, effective as of the date of this Amendment, as set forth below.

The following clauses are added to the Contract:

As such, both parties agree to the following:

Responsibilities of Contractor:

For all current Indiana facilities where the Contractor, dba Keefe Commissary Network, is currently providing the off-site order bagging services, Contractor will request, and provide its efforts to obtain each county's agreement to transfer the off-site ordering bagging service and shipping to the State. If a current Indiana facility, or any future Indiana facility that Keefe Commissary Network provides commissary services to, does not wish to utilize the State to provide the packing service, Keefe will provide that in writing to the state. The current list of counties the Contractor is providing the service is as listed in Exhibit A. For all future proposals/solicitations to provide off-site order bagging services to Indiana facilities, Contractor will use the State as the primary option for the order bagging services and shipment to the facility, and use its efforts to obtain that facilities agreement to utilize the state to provide the packing service. In exchange, the State will not compete directly or indirectly for any such commissary business or services, including bagging orders for any other provider, or for other facilities other than the Indiana facilities in Exhibit B which the State is already providing the service.

For all such orders processed by the State, the Contractor will pay the State a "Processing Fee" of \$2.45 per order which shall include the labor, materials, and delivery to the ordering Indiana jail facility. This fee can be adjusted upon mutual agreement by both the State and the Contractor.

The Contractor will provide the State, at no cost to the State, the orders to be processed in an electronic format compatible with the current State order processing system.

Responsibilities of the State:

In exchange for the Processing Fee, the State will provide at its expense, the order processing labor, materials, and delivery to the ordering Indiana jail facilities. Orders will be processed by the State with a minimum of 98% accuracy and completeness, and delivered to the jail facilities in accordance with the agreed upon schedule. The State will purchase all products used to process the orders, exclusively from the Contractor. The State will invoice the Contractor for all products used to process the orders, at the purchase prices which the State purchased the products from the Contractor.

The State will work exclusively with the Contractor for all commissary services outside of the current Indiana Department of Corrections facilities and counties listed in Attachment A which the State is serving directly. The State will actively solicit new facilities to their commissary operations utilizing this agreement as described above. This may include the Contractor and the State making joint presentations to facilities.

The State will modify its order documentation programming to comply with the Contractors requirements as long as it is standardized in format across the facilities being serviced under this amendment. The State will not charge the Contractor for these changes.

This Amendment may be terminated by either party, with cause, upon 60 days written notice to the other party, provided that party has had the opportunity to cure the cause. In the event of termination of this amendment or the Contract by either party and for any reason, including expiration of the Contract which is not renewed by both parties, there would be a twelve (12) month period where the State would not provide commissary products or services directly or indirectly to the Indiana customers where the State is providing packing services for the Contractor. In addition the Contractor will purchase back from the State any inventory the State carries just specifically for the county jail project at the same cost the State paid for the inventory originally.

This is a revenue generating amendment. The revenue this amendment will generate is expected to be \$6,250,000 for the remaining life of the contract.

There will be additional expenditures to the contractor for products to be sold to the county jails and community corrections. The estimated additional expenditures will be \$5,000,000 under this amendment. Total remuneration shall not exceed \$53,000,000.

Except as specifically set forth herein, all other terms and provision of the Contract shall remain unaffected by this Amendment and continue in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties of perjury, that he/she is the Contractor, or that he/she is the duly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this Amendment. The parties having read and understand the foregoing terms of this Amendment do by their respective signatures dated below hereby agree to the terms thereof.

Centric Group L.L.C., dba Keefe Supply Company:

By: Tim P. McAteer
Printed Name: Tim P. McAteer
Title: EVPI/CM
Date: 8/30/2010

Indiana Department of Correction:

By: Edwin G. Buss
Edwin G. Buss, Commissioner
Date: 9-7-10

Department of Administration

By: Robert D. Wynkoop
Robert D. Wynkoop, Commissioner
Date: 9/20/10

State Budget Agency

By: Adam M. Horst
Adam M. Horst, Director
Date: 10/25/10

**Approved as to Form & Legality:
Office of the Attorney General**

By: Gregory F. Zoeller
Gregory F. Zoeller, Attorney General
Date: November 1, 2010

Exhibit A

1. Boone County Jail, Indiana
2. Clay County Jail, Indiana
3. Hamilton County Jail, Indiana
4. Howard County Jail, Indiana
5. La Porte County Jail, Indiana
6. Miami County Jail, Indiana
7. Montgomery County Jail, Indiana
8. Morgan County Jail, Indiana
9. Parke County Jail, Indiana
10. St. Joseph County Jail, Indiana
11. Tippecanoe County Jail, Indiana
12. Wayne County Jail, Indiana
13. Fayette County Jail, Indiana
14. Marion County Juvenile (Liberty Hall), Indiana

Exhibit B

- 1. Lawrence County Jail, Indiana**
- 2. Vigo County Community Corrections, Indiana**