

**Scott Walker**  
Governor

**Edward F Wall**  
Secretary



## State of Wisconsin Department of Corrections

Mailing Address

3099 E. Washington Ave.  
Post Office Box 7991  
Madison, WI 53707-7991  
Telephone (608) 240-5571  
Fax (608) 240-3342

### C O N T R A C T

**Services/ Commodity:** Inmate Hobby/Property Catalogs for the Department of Corrections Division of Adult Institutions

**Contract Period:** The contract shall commence and be effective as of October 1, 2015 and shall continue in effect through September 30, 2017 (with three possible one-year renewal options by mutual agreement between the Contractor and the Department of Corrections).

**Reference Number:** RFP JL-5074A

**Contract Number:** 410300-M16-JRL5074-RFP-03

#### I. DEFINITIONS:

**Agency:** Office, department or agency or other body in state government created by the constitution or any law, including the legislature and the courts but not including an authority.

**Clean invoice:** Invoice completed according to terms of the contract and Section 11 of the Standard Terms and Conditions.

**Contractor:** Successful vendor or provider awarded the contract.

**County:** A region created by territorial division for the purpose of local government.

**DAI:** Division of Adult Institutions, a Division of the Wisconsin Department of Corrections that administers all adult state correctional incarceration facilities with administrative offices at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

**DCC:** Division of Community Corrections, supervises adult offenders outside secure facilities.

**DJC:** Division of Juvenile Corrections, operates one juvenile correctional institution and supervises some delinquent youth in the community with administrative offices at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

**DOA:** Department of Administration, which has statutory authority [WI Stats. Chapter 16] to define, regulate and delegate all aspects of procurement of services and commodities for state agencies.

**DOC:** Wisconsin Department of Corrections, also referred to as *the department* or the DOC, headquartered at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

**MWCC:** Milwaukee Women's Correctional Center

**Offender:** Person under the custody or supervision of the Wisconsin Department of Correction.

**Prison:** A correctional institution where persons are confined after being convicted of a crime.

**REECC:** Robert E. Ellsworth Correctional Center

**State:** State of Wisconsin.

**Subcontractor:** Subcontractor is a person who is awarded a portion of an existing contract by a principal or general Contractor.

**TCI:** Taycheedah Correctional Institution

**Third Party:** Refers to a person or entity who is not a party to this contract.

**Vendor:** An awarded bidder which supplies a service or commodity to the Department of Corrections.

**WCCS:** Wisconsin Correctional Center System

**WWCS:** Wisconsin Women's Correctional System

**II. PARTIES TO THE CONTRACT; IDENTIFICATION OF CONTRACT ADMINISTRATORS**

- A. This contractual agreement ( “contract”) is entered into for the period October 1, 2015 through September 30, 2017 by and between the State of Wisconsin Department of Corrections, whose principal business address is 3099 East Washington Ave., P.O. Box 7925, Madison, WI 53707-7925, (the “DOC”), Jack L. Marcus, Inc., whose principal business address is 5300 W Fond du Lac Avenue, Milwaukee, WI, 53216, (the “Contractor”).
- B. The DOC employees responsible for administration of this contract will be Charles Brown and Jyl Brunner, (“Contract Administrators”) whose principal business address is 3099 East Washington Ave., P.O. Box 7925, Madison, WI 53707-7925. In the event that the Contract Administrators are unable to administer this agreement, DOC will contact the Contractor and designate new Contract Administrator(s).

**III. CONTRACT AUTHORITY**

This contract is entered under the authority of Wis. Stat. sec. 16.75 and Wis. Admin. Code DOC Chapter 10.

**IV. STATEMENT OF DELIVERABLES**

The Property and Hobby programs are managed as two separate programs by the institutions. The contract details apply to both programs unless otherwise stated.

- A. The Contractor will deliver separate Inmate Hobby and Inmate Property Catalogs to all DAI institutions in accordance with the specifications in the Request for Proposal JL-5074A; the Contractor's written Proposal dated July 23, 2015, in response thereto; and the Contractor's additional responses to questions dated August 12, 2015, all of which are incorporated into this contract by reference.
- B. The Contractor must make available a single source (i.e. customer service) for DOC staff to contact for problem solving issues.
- C. Ordering must be available to inmates via an order form and catalog as it is currently available. As technology becomes available, DOC will also require an option for inmates to order via a kiosk system as well as a paper order form.
- D. Catalogs may be revised every six months on a rolling schedule starting October 1, 2015. The next catalog revisions are to occur on the subsequent April 1 and October 1 thereafter through the duration of this Contract.
- E. The Contractor shall create one (1) hobby catalog based on the DOC leisure-time policy.
- F. The Contractor shall create one (1) property catalog based on the DOC property-policy for each of the following: men's system, women's system (WWCS – TCI, MWCC, REECC), center system (WCCS)
- G. Pricing of items in new catalogs must remain confidential and will not be shared with other vendors in the period between the development of the catalogs up until the date the catalogs are officially published. After new catalogs have been published, all catalogs are subject to applicable open records laws.
- H. Each institution will be provided 100 copies of each program catalog (both hobby and property); each correctional center will be provided 50 copies of each program catalog (both hobby and property).
- I. Orders placed by institutions for the inmates will be batched and sent in postage-paid envelopes provided by the Contractor. The Contractor must provide additional order forms for the institutions as requested.
- J. Ordering must be made available to inmates' friends and/or family via a web-based system or a phone system. Web-based systems must allow the user to track orders they placed including information on inmate, institution, and item description. A toll-free help line must also be available for those using the web-based ordering system.
- K. Purchase limits for items purchased under the hobby program are limited by DOC policy. Hobby orders may not exceed \$100.00 per calendar month excluding taxes, shipping and handling. Musical instruments are exempt from this limitation. Contractor shall have a mechanism to ensure each inmate is not exceeding this per month limit when placing hobby orders or with hobby orders placed on their behalf.
- L. All orders shall be filled within 7 days of receipt of funds. If an order cannot be filled in that time, a refund for that amount shall go to the originator of the funds (i.e. the inmate or the inmate's friend or family).

- M. The Contractor's catalogs and website must clearly state the return policy. At minimum, the policy must include:
- i. Returns for items received damaged or unserviceable or by Contractor error will be returned via a call tag at the Contractor's expense via FedEx, UPS or USPS as designated by the Contractor.
  - ii. Returns for items ordered in error by an inmate or returned due to inmate preference or any other reason will be returned at the inmate's expense. The Contractor may charge a reasonable restocking fee not to exceed \$10.00 per order.
  - iii. Items that are faulty at the time of receipt may be returned within 30 days to the Contractor for an exchange at no cost to the inmate. Beyond 30 days, the Contractor may require the inmate to work directly with the manufacturer for a replacement product.
- N. Requirements for delivery vary slightly between institutions and the Contractor shall follow the relevant institution policy when shipping items to inmates housed in Wisconsin correctional facilities. Additionally, the Contractor shall follow the following shipping and packaging requirements:
- i. Purchases for the programs must be packaged separately (i.e. hobby items must be packaged separately from property items).
  - ii. Because all packages will be scanned through an x-ray machine, the preferred package width and height is 18 by 24 inches. Packages too large to fit through an x-ray machine will be delayed so each item can be individually checked. Contractor shall make all reasonable efforts to ensure that packages are no larger than 18 by 24 inches.
  - iii. All packages require and shall contain a packing slip to identify the contents. The packing slip may be in the form of a copy of the inmate order.
  - iv. Each package must contain three (3) copies of the inmate's order – one (1) affixed to the outside of the box, one (1) for the inmate, and one (1) for the inmate's file managed by DOC staff.
- O. Contract Items must be reviewed and approved prior to making them available to DOC inmates. Samples of new items and any other items requested to be re-reviewed must be given to the DOC Hobby/Property committee eight (8) weeks prior to the start of a new catalog along with a list of those items including a description and item number. Samples will then be approved by DOC Hobby/Property committee six (6) weeks before the end of the current catalog. A draft of the catalog will be provided for review and will not be moved into publication without the written approval of the Property Committee Chairperson, contract administrator(s), and contract manager. The review process will take no less than one (1) week. Any items added to the catalog without the approval of the Property Committee Chairperson or Contract Administrators(s) will be considered a violation of the contract; only items reviewed and approved by the committee are permitted to be published in the catalog.
- i. A change mid-contract on Contract Items or prices must be conveyed through the contract administrator(s) before any changes are made.
  - ii. Contract Items must be held for the duration of each six (6) month catalog, however, if a significant change in circumstance occurs (i.e. significant cost change of the good with supporting documentation), the contract administrators(s) can approve a change and disseminate that information.
  - iii. Contract items must meet the criteria defined in the applicable Wisconsin Department of Corrections Division of Adult Institutions (DAI) policies --DAI 309.36-01 Leisure Time Activities [Hobby] and DAI 309.20.03 Inmate Personal Property and Clothing, copies of which will be made available by DOC to Contractor upon request.
    1. If an item is determined not to meet policy even if the item has previously been approved, the item must be blocked from sales at all DOC locations.

2. If DOC policy changes resulting in a once-approved item now being disallowed, an opportunity to offer via catalog sale a similar, acceptable item will be given (i.e. the policy regarding pencil sharpeners now specifies a sharpener with a riveted blade where in the past it had not). DOC will provide the Contractor the opportunity to source an item that meets the changed policy even if the change occurs within the middle of the six (6) month catalog period.
3. All liquids, paints, and glue items allowed under DOC 309.36.01 Leisure Time Activities must conform to AP and ASTM D-4236. Documentation of this compliance must be provided along with the Contractor sample.

P. The Contractor shall provide commission to DOC: 5% commission for property catalog sales and 5% for hobby catalog sales. Commission is to be paid monthly to each institution.

Q. Reports shall be generated and distributed by Contractor to the contract administrator(s) and manager as described below. These reports shall state the periods of time the reports are for (i.e. June 1, 2015 – July 31, 2015). The reports shall be separate for Hobby sales and Property sales.

- i. Reports will be provided for both sales dollars and units sold.
- ii. Each month's commission report shall identify both sales and commission (including any returns) by each institution.
- iii. A quarterly report shall be provided identifying the aggregate sales for DOC including credits/refunds and commissions. This report shall also identify the aggregate sales including credits/refunds and commissions for each institution.
- iv. Contractor will distribute bi-monthly units sold reports which shall identify the product both by item number and a brief description.
- v. Each quarter a report showing accuracy fill rate and order ageing shall be distributed as described above. This report shall be broken down by DOC location and program (hobby and property) and shall show the average length of time between the point the order is received by the Contractor and the point the order is shipped by the Contractor. If issues related to order accuracy and age occur, Contractor shall provide additional reporting at the DOC's request to assist in identifying the source of delay, until the issue is resolved. The fill rate shall not be less than 98%.

## V. **CONTRACT DOCUMENTS**

In addition to the documents identified in section IV, subsection A above, form DOA-3054 ("Standard Terms and Conditions") and Form DOA-3681 ("Supplemental Standard Terms and Conditions for Procurement of Services") are incorporated into this contract by reference. To the extent that any term or condition set forth in either Form DOA-3054 or Form DOA-3681 differs or conflicts with this contract, the term, condition, or contract provision determined by the DOC to be the more favorable to the DOC in any given situation shall govern and control. Copies of Forms DOA-3054 and DOA-3681 are available upon request from the DOC or the State of Wisconsin Bureau of Procurement.

## VI. **CONTRACT REVISIONS / ADDENDUMS**

Any subsequent addendum to this contract must be in writing and signed by the parties.

## VII. **GENERAL SERVICE PROVISIONS**

A. The Contractor must complete or currently have on file a facility self-survey and a program and policy self-evaluation to address compliance with the Americans with Disability Act of 1990 (P.L. 101-336), as amended by the ADA Amendments Act of 2008 (P.L. 110-325) including any regulation, title or Act amendments thereto existing now and as further amended. During the course of the contract, the Contractor must take action to comply with the facility, program and employment provisions of the Americans with Disability Act. Contractors may obtain information on the Americans with Disability Act by contacting the Director, Office of Diversity and Employee Services, Wisconsin Department of Corrections, 3099 E. Washington Ave., P.O. Box 7925, Madison, WI 53707.

- B. Contractor may not subcontract, refer to outside/community resources, or assign any part or obligations of this contract without the prior written consent of DOC. If DOC approves, Contractor is responsible for having subcontracts in place to provide services to the subcontracted agencies under this contract. Contractor retains responsibility for fulfillment of all terms and conditions of this contract when it enters into subcontractual agreements.
- C. This contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, other than any conflict-of-laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. Contractor consents to personal jurisdiction in the State of Wisconsin. The venue for any action hereunder shall be in Dane County, Wisconsin.
- D. No waiver by either party of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Contract.
- E. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this Contract entirely.
- F. Contractor guarantees that the sale or use of any software utilized in the provision of services required under this Contract will not infringe any patent or copyright. The Contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe on any United States patent. Contractor covenants that it will, at its own expense, defend every suit which shall be brought against DOC (provided that Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent or copyright by reason of the sale or use of such article or software, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- G. Contractors are prohibited from responding to legal or legislative matters as a representative of DOC. All legal or legislative inquiries requiring a response by DOC are to be referred to DOC Secretary's Office in a timely manner for an appropriate response.
- H. The parties hereto agree that Contractor, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of DOC. Contractor agrees to take such steps as may be necessary to ensure that each of its sub-Contractors will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DOC. Furthermore, neither DOC nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever.
- I. Any and all notices or other communications necessary or desirable to be given hereunder will be deemed given and received when emailed to the following persons:
- (i) If to DOC –  
Contract Administrators: Charles Brown and Jyl Brunner  
Email: [Charles.Brown@wisconsin.gov](mailto:Charles.Brown@wisconsin.gov), [Jyl.Brunner@wisconsin.gov](mailto:Jyl.Brunner@wisconsin.gov)  
  
Contract Manager: Jeff LaSee  
Email: [jeffrey.lasee@wisconsin.gov](mailto:jeffrey.lasee@wisconsin.gov)
- (ii) If to Contractor–  
Account Manager: Paul Van Hierden  
Email: [pvanhierden@jacklmarcus.com](mailto:pvanhierden@jacklmarcus.com)

## VIII. PAYMENT TERMS AND INVOICING

- A. Contractor will be paid for Hobby/Property catalog items via the Inmate Trust accounts at each institution/center. DOC shall remit payment to Contractor along with the batched inmate order. The Contractor shall submit reports showing the inmate name and number, amount of transactions, and dollar value of the transactions along with each monthly commission check. The payments, orders, reports, and commission for Hobby and Property items are two separate programs.
- i. Refunds will be issued at the point an item is not available; backorders are not acceptable. Refunds shall be issued to the individual who initiated the order (i.e. an order placed by a family member shall be refunded to the family member).
  - ii. DOC is not responsible for NSF or cancelled payments placed by a friend or family member via the website or phone order even if the product has been received. It is the sole responsibility of the Contractor to ensure they are made whole from the individual generating the order.
  - iii. Multiple refunds may be batched on a single check to the institution, however, a statement referring to the inmate, amount, and order number must also be included with the payment.
- B. If for any reason the DOC is dissatisfied with the quality of the hobby/property catalog services, the DOC may, at DOC's sole discretion, provide written notice to the Contractor of the deficiency identifying a date by which the deficiency must be corrected. If the Contractor fails to correct the deficiency by the identified date, the DOC may, at DOC's sole discretion, terminate or suspend the contract. Nothing set forth herein shall prevent or prohibit the DOC from availing Contractor of other legal or equitable remedies.

#### **IX. REPORTING AND AUDITING**

- A. Contractor shall comply with the reporting and auditing requirements of DOC including, without limitation, the requirement that Contractor retain all documents applicable to the contract for a period of not less than three (3) years after the final contract payment is made. Any required reports shall be forwarded to the contract Administrator according to the schedule of DOC. If Contractor does not submit the forms as required, DOC may cease all payments for Services to Contractor under this contract.
- B. DOC may require, at its discretion, that Contractor provide an audit covering all DOC funds paid pursuant to the contract. In the event that Contractor fails to comply with a DOC audit request, including all follow-up requests for information pertaining to said audit, DOC reserves the right to conduct an independent audit and DOC's costs for completing the same will be charged back to Contractor. Contractor agrees to retain and make available to DOC all program and fiscal records until the audit and, if necessary, subsequent audit resolution processes have been completed.
- C. Contractor agrees to inform DOC within three (3) working days of any inquiry from outside entities regarding a participant, former participant or the program provided under this contract, unless such inquiry is made through a subpoena or warrant issued by a court of competent jurisdiction. This includes requests for information from the media, legislature, local officials, neighbors and participant's family members. Nothing in this contract prohibits the Contractor from freely communicating with any entity regarding the program or participants to the extent allowed by confidentiality requirements.
- D. Contractor agrees to provide reports to DOC as requested. Reports may include, but are not limited to, total sales reports, totals by institution, email monitoring information, commission information, average time per transactions, downtime/system error report, and other reports as requested by DOC.

#### **X. RECORDS**

- A. Contractor shall maintain such records as are required by State and Federal law and shall comply with all applicable confidentiality laws and requirements pertaining to said records and the information contained therein.
- B. Contractor will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DOC and its authorized agents, and Federal agencies, in order to confirm Contractor's compliance with the specifications of this contract.

- C. Contractor agrees to retain and make available to DOC all program and fiscal records until the audit and subsequent audit resolution processes have been completed.

**XI. INSURANCE RESPONSIBILITY**

Contractor must comply with the insurance requirements as set forth in RFP JL-5074A. DOC reserves the right to increase insurance minimums as need through the life of the contract via a written notice to the Contractor.

Contractor is required to submit an insurance certificate adding State of Wisconsin as an additional insured, covering the period of the contract and each year thereafter during the current contract period. When the period of this contract does not coincide with the coverage period of the Contractor's insurance, Contractor is required to submit an updated certificate to verify coverage in compliance with this subsection. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

**XII. TERMINATION / CANCELLATION:**

In addition to grounds for termination set forth elsewhere in the contract, this contract may be terminated under any of the following conditions:

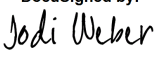
- A. DOC may terminate the contract at any time, with cause and without penalty by delivering sixty (60) days written notice to the Contractor.
- B. DOC has a Vendor Performance Evaluation process for soliciting feedback from contract users about vendor performance and compliance with contract specifications. Vendor noncompliance with the terms, conditions or specifications that is persistent and/or significantly impacts the quality and performance provided pursuant to the contract may be considered in breach of contract. Negative Vendor Performance Evaluation Surveys may result in non-renewal or termination of contract.
- C. The State of Wisconsin reserves the right to cancel this contract if the Contractor fails to follow the requirements of Wis. Stat. sec. 77.66, and related statutes regarding registration and certification for collection of sales and use tax.
- D. If at any time the Contractor performance threatens the health and/or safety of DOC employees, offenders or the public, DOC has the right to cancel and terminate the contract without notice.
- E. Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in #23 of the Standard Terms and Conditions, DOC has the right to cancel and terminate the contract without notice.
- F. If at any time a petition in bankruptcy shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, DOC has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate the contract by giving 10 calendar days notice in writing of such termination.
- G. Failure of DOC to comply with contract terms, conditions or specifications shall provide the sole cause for which the Contractor is entitled to terminate the contract. The Contractor shall notify the Department in writing within thirty (30) days after the Contractor becomes aware of the alleged noncompliance with a complete description of the same. If the DOC does not, within forty-five (45) days after its receipt of the Contractor's notice, either (1) effect a cure or (2) if the noncompliance is not one that can reasonably be cured within forty-five (45) days, develop a plan to cure the noncompliance and diligently proceed according to that plan unto a cure is effected, then the Contractor may terminate the contract for cause by written notice to DOC. The Contractor may not terminate the Contract without cause unless express written consent to do so is provided by DOC.

**XIII. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT**

- A. The contents of this contract (including all attachments) and the bid of the successful bidder, and additional terms agreed to, in writing, by DOC and the Contractor shall become part of the contract.
- B. The following priority for contract documents will be used if there are conflicts or disputes:

State of Wisconsin standard terms and conditions  
Final Signed contract including amendments  
Statement of Deliverables  
Contractor's written proposal document JL-5074A  
Answers to questions in letter from Jack L. Marcus, Inc. dated 8/12/2015  
State of Wisconsin Request for Proposal

In WITNESS THEREOF, the undersigned authorized officers have subscribed their names on behalf of the parties to this contract.

DocuSigned by:  
  
78611188E3784AC...  
Contractor's Authorized Representative  
Name: Jodi Weber  
Title: President


September 24, 2015

Date

DocuSigned by:  
**Charles Brown**  
D23A3E54B11F436...  
DOC Contract Administrator  
Name: Charles Brown  
Title: Correctional Management Services Director, WWCS/TCI

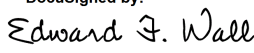
September 24, 2015

Date

DocuSigned by:  
  
71BC6E431947476...  
DOC Contract Administrator  
Name: Jyl Brunner  
Title: Administrative Captain, RYOCF

September 24, 2015

Date

DocuSigned by:  
  
3C94C779D0F14CF...  
Edward F. Wall, Secretary  
WI Department of Corrections

September 28, 2015

Date



**Scott Walker**  
Governor

**Edward F Wall**  
Secretary



## State of Wisconsin Department of Corrections

Mailing Address

3099 E. Washington Ave.  
Post Office Box 7991  
Madison, WI 53707-7991  
Telephone (608) 240-5571  
Fax (608) 240-3342

### C O N T R A C T

**Services/ Commodity:** Inmate Hobby/Property Catalogs for the Department of Corrections Division of Adult Institutions

**Contract Period:** The contract shall commence and be effective as of October 1, 2015 and shall continue in effect through September 30, 2017 (with three possible one-year renewal options by mutual agreement between the Contractor and the Department of Corrections).

**Reference Number:** RFP JL-5074A

**Contract Number:** 410300-M16-JRL5074-RFP-02

#### I. DEFINITIONS:

**Agency:** Office, department or agency or other body in state government created by the constitution or any law, including the legislature and the courts but not including an authority.

**Clean invoice:** Invoice completed according to terms of the contract and Section 11 of the Standard Terms and Conditions.

**Contractor:** Successful vendor or provider awarded the contract.

**County:** A region created by territorial division for the purpose of local government.

**DAI:** Division of Adult Institutions, a Division of the Wisconsin Department of Corrections that administers all adult state correctional incarceration facilities with administrative offices at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

**DCC:** Division of Community Corrections, supervises adult offenders outside secure facilities.

**DJC:** Division of Juvenile Corrections, operates one juvenile correctional institution and supervises some delinquent youth in the community with administrative offices at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

**DOA:** Department of Administration, which has statutory authority [WI Stats. Chapter 16] to define, regulate and delegate all aspects of procurement of services and commodities for state agencies.

**DOC:** Wisconsin Department of Corrections, also referred to as *the department* or the DOC, headquartered at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

**MWCC:** Milwaukee Women's Correctional Center

**Offender:** Person under the custody or supervision of the Wisconsin Department of Correction.

**Prison:** A correctional institution where persons are confined after being convicted of a crime.

**REECC:** Robert E. Ellsworth Correctional Center

**State:** State of Wisconsin.

**Subcontractor:** Subcontractor is a person who is awarded a portion of an existing contract by a principal or general Contractor.

**TCI:** Taycheedah Correctional Institution

**Third Party:** Refers to a person or entity who is not a party to this contract.

**Vendor:** An awarded bidder which supplies a service or commodity to the Department of Corrections.

**WCCS:** Wisconsin Correctional Center System

**WWCS:** Wisconsin Women's Correctional System

**II. PARTIES TO THE CONTRACT; IDENTIFICATION OF CONTRACT ADMINISTRATORS**

- A. This contractual agreement ( “contract”) is entered into for the period October 1, 2015 through September 30, 2017 by and between the State of Wisconsin Department of Corrections, whose principal business address is 3099 East Washington Ave., P.O. Box 7925, Madison, WI 53707-7925, (the “DOC”), Keefe Commissary Network, whose principal business address is 10880 Linpage Place, St. Louis, MO 63132, (the “Contractor”).
- B. The DOC employees responsible for administration of this contract will be Charles Brown and Jyl Brunner, (“Contract Administrators”) whose principal business address is 3099 East Washington Ave., P.O. Box 7925, Madison, WI 53707-7925. In the event that the Contract Administrators are unable to administer this agreement, DOC will contact the Contractor and designate new Contract Administrator(s).

**III. CONTRACT AUTHORITY**

This contract is entered under the authority of Wis. Stat. sec. 16.75 and Wis. Admin. Code DOC Chapter 10.

**IV. STATEMENT OF DELIVERABLES**

The Property and Hobby programs are managed as two separate programs by the institutions. The contract details apply to both programs unless otherwise stated.

- A. The Contractor will deliver separate Inmate Hobby and Inmate Property Catalogs to all DAI institutions in accordance with the specifications in the Request for Proposal JL-5074A; the Contractor's written Proposal dated July 23, 2015, in response thereto; and the Contractor's additional responses to questions dated August 7, 2015, all of which are incorporated into this contract by reference.
- B. The Contractor must make available a single source (i.e. customer service) for DOC staff to contact for problem solving issues.
- C. Ordering must be available to inmates via an order form and catalog as it is currently available. As technology becomes available, DOC will also require an option for inmates to order via a kiosk system as well as a paper order form.
- D. Catalogs may be revised every six months on a rolling schedule starting October 1, 2015. The next catalog revisions are to occur on the subsequent April 1 and October 1 thereafter through the duration of this Contract.
- E. The Contractor shall create one (1) hobby catalog based on the DOC leisure-time policy.
- F. The Contractor shall create one (1) property catalog based on the DOC property-policy for each of the following: men's system, women's system (WWCS – TCI, MWCC, REECC), center system (WCCS)
- G. Pricing of items in new catalogs must remain confidential and will not be shared with other vendors in the period between the development of the catalogs up until the date the catalogs are officially published. After new catalogs have been published, all catalogs are subject to applicable open records laws.
- H. Each institution will be provided 100 copies of each program catalog (both hobby and property); each correctional center will be provided 50 copies of each program catalog (both hobby and property).
- I. Orders placed by institutions for the inmates will be batched and sent in postage-paid envelopes provided by the Contractor. The Contractor must provide additional order forms for the institutions as requested.
- J. Ordering must be made available to inmates' friends and/or family via a web-based system or a phone system. Web-based systems must allow the user to track orders they placed including information on inmate, institution, and item description. A toll-free help line must also be available for those using the web-based ordering system.
- K. Purchase limits for items purchased under the hobby program are limited by DOC policy. Hobby orders may not exceed \$100.00 per calendar month excluding taxes, shipping and handling. Musical instruments are exempt from this limitation. Contractor shall have a mechanism to ensure each inmate is not exceeding this per month limit when placing hobby orders or with hobby orders placed on their behalf.
- L. All orders shall be filled within 7 days of receipt of funds. If an order cannot be filled in that time, a refund for that amount shall go to the originator of the funds (i.e. the inmate or the inmate's friend or family).

- M. The Contractor's catalogs and website must clearly state the return policy. At minimum, the policy must include:
- i. Returns for items received damaged or unserviceable or by Contractor error will be returned via a call tag at the Contractor's expense. Although most institutions use FedEx, some institutions will use UPS or USPS based on their location. The Contractor will therefore agree to accept returns via FedEx, UPS or USPS, depending on the practices of the institution.
  - ii. Returns for items ordered in error by an inmate or returned due to inmate preference or any other reason will be returned at the inmate's expense. The Contractor may charge a reasonable restocking fee not to exceed \$10.00 per order.
  - iii. Items that are faulty at the time of receipt may be returned within 30 days to the Contractor for an exchange at no cost to the inmate. Beyond 30 days, the Contractor may require the inmate to work directly with the manufacturer for a replacement product.
- N. Requirements for delivery vary slightly between institutions and the Contractor shall follow the relevant institution policy when shipping items to inmates housed in Wisconsin correctional facilities. Additionally, the Contractor shall follow the following shipping and packaging requirements:
- i. Purchases for the programs must be packaged separately (i.e. hobby items must be packaged separately from property items).
  - ii. Because all packages will be scanned through an x-ray machine, the preferred package width and height is 18 by 24 inches. Packages too large to fit through an x-ray machine will be delayed so each item can be individually checked. Contractor shall make all reasonable efforts to ensure that packages are no larger than 18 by 24 inches.
  - iii. All packages require and shall contain a packing slip to identify the contents. The packing slip may be in the form of a copy of the inmate order.
  - iv. Each package must contain three (3) copies of the inmate's order – one (1) affixed to the outside of the box, one (1) for the inmate, and one (1) for the inmate's file managed by DOC staff.
- O. Contract Items must be reviewed and approved prior to making them available to DOC inmates. Samples of new items and any other items requested to be re-reviewed must be given to the DOC Hobby/Property committee eight (8) weeks prior to the start of a new catalog along with a list of those items including a description and item number. Samples will then be approved by DOC Hobby/Property committee six (6) weeks before the end of the current catalog. A draft of the catalog will be provided for review and will not be moved into publication without the written approval of the Property Committee Chairperson, contract administrator(s), and contract manager. The review process will take no less than one (1) week. Any items added to the catalog without the approval of the Property Committee Chairperson or Contract Administrators(s) will be considered a violation of the contract; only items reviewed and approved by the committee are permitted to be published in the catalog.
- i. A change mid-contract on Contract Items or prices must be conveyed through the contract manager before any changes are made.
  - ii. Contract Items must be held for the duration of each six (6) month catalog, however, if a significant change in circumstance occurs (i.e. significant cost change of the good with supporting documentation), the contract administrator(s) can approve a change and disseminate that information.
  - iii. Contract items must meet the criteria defined in the applicable Wisconsin Department of Corrections Division of Adult Institutions (DAI) policies --DAI 309.36-01 Leisure Time Activities [Hobby] and DAI 309.20.03 Inmate Personal Property and Clothing, copies of which will be made available by DOC to Contractor upon request.
    - 1. If an item is determined not to meet policy even if the item has previously been approved, the item must be blocked from sales at all DOC locations.

2. If DOC policy changes resulting in a once-approved item now being disallowed, an opportunity to offer via catalog sale a similar, acceptable item will be given (i.e. the policy regarding pencil sharpeners now specifies a sharpener with a riveted blade where in the past it had not). DOC will provide the Contractor the opportunity to source an item that meets the changed policy even if the change occurs within the middle of the six (6) month catalog period.
  3. All liquids, paints, and glue items allowed under DOC 309.36.01 Leisure Time Activities must conform to AP and ASTM D-4236. Documentation of this compliance must be provided along with the Contractor sample.
- P. The Contractor shall provide commission to DOC: 5% commission for property catalog sales and 5% for hobby catalog sales. Commission is to be paid monthly to each institution.
- Q. Reports shall be generated and distributed by Contractor to the contract administrator(s) and manager as described below. These reports shall state the periods of time the reports are for (i.e. June 1, 2015 – July 31, 2015). The reports shall be separate for Hobby sales and Property sales.
- i. Reports will be provided for both sales dollars and units sold.
  - ii. Each month's commission report shall identify both sales and commission (including any returns) by each institution.
  - iii. A quarterly report shall be provided identifying the aggregate sales for DOC including credits/refunds and commissions. This report shall also identify the aggregate sales including credits/refunds and commissions for each institution.
  - iv. Contractor will distribute bi-monthly units sold reports which shall identify the product both by item number and a brief description.
  - v. Each quarter a report showing accuracy fill rate and order ageing shall be distributed as described above. This report shall be broken down by DOC location and program (hobby and property) and shall show the length of time between the point the order is received by the Contractor and the point the order is shipped by the Contractor. If issues related to order accuracy and age occur, Contractor shall provide additional reporting at the DOC's request to assist in identifying the source of delay, until the issue is resolved. The fill rate shall not be less than 98%.

## V. **CONTRACT DOCUMENTS**

In addition to the documents identified in section IV, subsection A above, form DOA-3054 ("Standard Terms and Conditions") and Form DOA-3681 ("Supplemental Standard Terms and Conditions for Procurement of Services") are incorporated into this contract by reference. To the extent that any term or condition set forth in either Form DOA-3054 or Form DOA-3681 differs or conflicts with this contract, the term, condition, or contract provision determined by the DOC to be the more favorable to the DOC in any given situation shall govern and control. Copies of Forms DOA-3054 and DOA-3681 are available upon request from the DOC or the State of Wisconsin Bureau of Procurement.

## VI. **CONTRACT REVISIONS / ADDENDUMS**

Any subsequent addendum to this contract must be in writing and signed by the parties.

## VII. **GENERAL SERVICE PROVISIONS**

- A. The Contractor must complete or currently have on file a facility self-survey and a program and policy self-evaluation to address compliance with the Americans with Disability Act of 1990 (P.L. 101-336), as amended by the ADA Amendments Act of 2008 (P.L. 110-325) including any regulation, title or Act amendments thereto existing now and as further amended. During the course of the contract, the Contractor must take action to comply with the facility, program and employment provisions of the Americans with Disability Act. Contractors may obtain information on the Americans with Disability Act by contacting the Director, Office of Diversity and Employee Services, Wisconsin Department of Corrections, 3099 E. Washington Ave., P.O. Box 7925, Madison, WI 53707.

- B. Contractor may not subcontract, refer to outside/community resources, or assign any part or obligations of this contract without the prior written consent of DOC. If DOC approves, Contractor is responsible for having subcontracts in place to provide services to the subcontracted agencies under this contract. Contractor retains responsibility for fulfillment of all terms and conditions of this contract when it enters into subcontractual agreements.
- C. This contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, other than any conflict-of-laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. Contractor consents to personal jurisdiction in the State of Wisconsin. The venue for any action hereunder shall be in Dane County, Wisconsin.
- D. No waiver by either party of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Contract.
- E. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this Contract entirely.
- F. Contractor guarantees that the sale or use of any software utilized in the provision of services required under this Contract will not infringe any patent or copyright. The Contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe on any United States patent. Contractor covenants that it will, at its own expense, defend every suit which shall be brought against DOC (provided that Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent or copyright by reason of the sale or use of such article or software, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- G. Contractors are prohibited from responding to legal or legislative matters as a representative of DOC. All legal or legislative inquiries requiring a response by DOC are to be referred to DOC Secretary's Office in a timely manner for an appropriate response.
- H. The parties hereto agree that Contractor, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of DOC. Contractor agrees to take such steps as may be necessary to ensure that each of its sub-Contractors will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DOC. Furthermore, neither DOC nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever.
- I. Any and all notices or other communications necessary or desirable to be given hereunder will be deemed given and received when emailed to the following persons:
- (i) If to DOC –  
Contract Administrators: Charles Brown and Jyl Brunner  
Email: [Charles.Brown@wisconsin.gov](mailto:Charles.Brown@wisconsin.gov), [Jyl.Brunner@wisconsin.gov](mailto:Jyl.Brunner@wisconsin.gov)  
  
Contract Manager: Jeff LaSee  
Email: [jeffrey.lasee@wisconsin.gov](mailto:jeffrey.lasee@wisconsin.gov)
- (ii) If to Contractor–  
Account Manager: Jacquie Woosley  
Email: [jwoosley@keefegroup.com](mailto:jwoosley@keefegroup.com)  
  
Ken Wright  
Email: [KWright@keefegroup.com](mailto:KWright@keefegroup.com)

Martin Jennen

Email: [mjennen@keefegroup.com](mailto:mjennen@keefegroup.com)

#### **VIII. PAYMENT TERMS AND INVOICING**

- A. Contractor will be paid for Hobby/Property catalog items via the Inmate Trust accounts at each institution/center. DOC shall remit payment to Contractor along with the batched inmate order. The Contractor shall submit reports showing the inmate name and number, amount of transactions, and dollar value of the transactions along with each monthly commission check. The payments, orders, reports, and commission for Hobby and Property items are two separate programs.
- i. Refunds will be issued at the point an item is not available; backorders are not acceptable. Refunds shall be issued to the individual who initiated the order (i.e. an order placed by a family member shall be refunded to the family member).
  - ii. DOC is not responsible for NSF or cancelled payments placed by a friend or family member via the website or phone order even if the product has been received. It is the sole responsibility of the Contractor to ensure they are made whole from the individual generating the order.
  - iii. Multiple refunds may be batched on a single check to the institution, however, a statement referring to the inmate, amount, and order number must also be included with the payment.
- B. If for any reason the DOC is dissatisfied with the quality of the hobby/property catalog services, the DOC may, at DOC's sole discretion, provide written notice to the Contractor of the deficiency identifying a date by which the deficiency must be corrected. If the Contractor fails to correct the deficiency by the identified date, the DOC may, at DOC's sole discretion, terminate or suspend the contract. Nothing set forth herein shall prevent or prohibit the DOC from availing Contractor of other legal or equitable remedies.

#### **IX. REPORTING AND AUDITING**

- A. Contractor shall comply with the reporting and auditing requirements of DOC including, without limitation, the requirement that Contractor retain all documents applicable to the contract for a period of not less than three (3) years after the final contract payment is made. Any required reports shall be forwarded to the contract Administrator according to the schedule of DOC. If Contractor does not submit the forms as required, DOC may cease all payments for Services to Contractor under this contract.
- B. DOC may require, at its discretion, that Contractor provide an audit covering all DOC funds paid pursuant to the contract. In the event that Contractor fails to comply with a DOC audit request, including all follow-up requests for information pertaining to said audit, DOC reserves the right to conduct an independent audit and DOC's costs for completing the same will be charged back to Contractor. Contractor agrees to retain and make available to DOC all program and fiscal records until the audit and, if necessary, subsequent audit resolution processes have been completed.
- C. Contractor agrees to inform DOC within three (3) working days of any inquiry from outside entities regarding a participant, former participant or the program provided under this contract, unless such inquiry is made through a subpoena or warrant issued by a court of competent jurisdiction. This includes requests for information from the media, legislature, local officials, neighbors and participant's family members. Nothing in this contract prohibits the Contractor from freely communicating with any entity regarding the program or participants to the extent allowed by confidentiality requirements.
- D. Contractor agrees to provide reports to DOC as requested. Reports may include, but are not limited to, total sales reports, totals by institution, email monitoring information, commission information, average time per transactions, downtime/system error report, and other reports as requested by DOC.

#### **X. RECORDS**

- A. Contractor shall maintain such records as are required by State and Federal law and shall comply with all applicable confidentiality laws and requirements pertaining to said records and the information contained therein.

- B. Contractor will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DOC and its authorized agents, and Federal agencies, in order to confirm Contractor's compliance with the specifications of this contract.
- C. Contractor agrees to retain and make available to DOC all program and fiscal records until the audit and subsequent audit resolution processes have been completed.

**XI. INSURANCE RESPONSIBILITY**

Contractor must comply with the insurance requirements as set forth in RFP JL-5074A. DOC reserves the right to increase insurance minimums as need through the life of the contract via a written notice to the Contractor.

Contractor is required to submit an insurance certificate adding State of Wisconsin as an additional insured, covering the period of the contract and each year thereafter during the current contract period. When the period of this contract does not coincide with the coverage period of the Contractor's insurance, Contractor is required to submit an updated certificate to verify coverage in compliance with this subsection. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

**XII. TERMINATION / CANCELLATION:**

In addition to grounds for termination set forth elsewhere in the contract, this contract may be terminated under any of the following conditions:


- A. DOC may terminate the contract at any time, with or without cause and without penalty by delivering thirty (30) days written notice to the Contractor.
- B. DOC has a Vendor Performance Evaluation process for soliciting feedback from contract users about vendor performance and compliance with contract specifications. Vendor noncompliance with the terms, conditions or specifications that is persistent and/or significantly impacts the quality and performance provided pursuant to the contract may be considered in breach of contract. Negative Vendor Performance Evaluation Surveys may result in non-renewal or termination of contract.
- C. The State of Wisconsin reserves the right to cancel this contract if the Contractor fails to follow the requirements of Wis. Stat. sec. 77.66, and related statutes regarding registration and certification for collection of sales and use tax.
- D. If at any time the Contractor performance threatens the health and/or safety of DOC employees, offenders or the public, DOC has the right to cancel and terminate the contract without notice.
- E. Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in #23 of the Standard Terms and Conditions, DOC has the right to cancel and terminate the contract without notice.
- F. If at any time a petition in bankruptcy shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, DOC has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate the contract by giving 10 calendar days notice in writing of such termination.
- G. Failure of DOC to comply with contract terms, conditions or specifications shall provide the sole cause for which the Contractor is entitled to terminate the contract. The Contractor shall notify the Department in writing within thirty (30) days after the Contractor becomes aware of the alleged noncompliance with a complete description of the same. If the DOC does not, within forty-five (45) days after its receipt of the Contractor's notice, either (1) effect a cure or (2) if the noncompliance is not one that can reasonably be cured within forty-five (45) days, develop a plan to cure the noncompliance and diligently proceed according to that plan unto a cure is effected, then the Contractor may terminate the contract for cause by written notice to DOC. The Contractor may not terminate the Contract without cause unless express written consent to do so is provided by DOC.

**XIII. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT**

- A. The contents of this contract (including all attachments) and the bid of the successful bidder, and additional terms agreed to, in writing, by DOC and the Contractor shall become part of the contract.
- B. The following priority for contract documents will be used if there are conflicts or disputes:

State of Wisconsin standard terms and conditions  
Final Signed contract including amendments  
Statement of Deliverables  
Contractor's written proposal document JL-5074A  
Answers to questions in letter from Keefe Commissary Network dated 8/7/2015  
State of Wisconsin Request for Proposal

In WITNESS THEREOF, the undersigned authorized officers have subscribed their names on behalf of the parties to this contract.

DocuSigned by:  
  
4308F5D0D20049E...  
Contractor's Authorized Representative  
Name: Steve Busch  
Title: Group Vice President


September 21, 2015

Date

DocuSigned by:  
  
B23A9E54B11F436...  
DOC Contract Administrator  
Name: Charles Brown  
Title: Correctional Management Services Director, WWCS/TCI

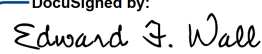
September 24, 2015

Date

DocuSigned by:  
  
71BC6E431947476...  
DOC Contract Administrator  
Name: Jyl Brunner  
Title: Administrative Captain, RYOCF

September 24, 2015

Date

DocuSigned by:  
  
3C94C779D0F14CF...  
Edward F. Wall, Secretary  
WI Department of Corrections

September 28, 2015

Date



**Scott Walker**  
Governor

**Edward F Wall**  
Secretary



## State of Wisconsin Department of Corrections

Mailing Address

3099 E. Washington Ave.  
Post Office Box 7991  
Madison, WI 53707-7991  
Telephone (608) 240-5571  
Fax (608) 240-3342

### C O N T R A C T

**Services/ Commodity:** Inmate Hobby/Property Catalogs for the Department of Corrections Division of Adult Institutions

**Contract Period:** The contract shall commence and be effective as of October 1, 2015 and shall continue in effect through September 30, 2017 (with three possible one-year renewal options by mutual agreement between the Contractor and the Department of Corrections).

**Reference Number:** RFP JL-5074A

**Contract Number:** 410300-M16-JRL5074-RFP-01

#### I. DEFINITIONS:

**Agency:** Office, department or agency or other body in state government created by the constitution or any law, including the legislature and the courts but not including an authority.

**Clean invoice:** Invoice completed according to terms of the contract and Section 11 of the Standard Terms and Conditions.

**Contractor:** Successful vendor or provider awarded the contract.

**County:** A region created by territorial division for the purpose of local government.

**DAI:** Division of Adult Institutions, a Division of the Wisconsin Department of Corrections that administers all adult state correctional incarceration facilities with administrative offices at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

**DCC:** Division of Community Corrections, supervises adult offenders outside secure facilities.

**DJC:** Division of Juvenile Corrections, operates one juvenile correctional institution and supervises some delinquent youth in the community with administrative offices at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

**DOA:** Department of Administration, which has statutory authority [WI Stats. Chapter 16] to define, regulate and delegate all aspects of procurement of services and commodities for state agencies.

**DOC:** Wisconsin Department of Corrections, also referred to as *the department* or the DOC, headquartered at DOC Central Offices, 3099 E Washington Ave., Madison, WI 53704.

**MWCC:** Milwaukee Women's Correctional Center

**Offender:** Person under the custody or supervision of the Wisconsin Department of Correction.

**Prison:** A correctional institution where persons are confined after being convicted of a crime.

**REECC:** Robert E. Ellsworth Correctional Center

**State:** State of Wisconsin.

**Subcontractor:** Subcontractor is a person who is awarded a portion of an existing contract by a principal or general Contractor.

**TCI:** Taycheedah Correctional Institution

**Third Party:** Refers to a person or entity who is not a party to this contract.

**Vendor:** An awarded bidder which supplies a service or commodity to the Department of Corrections.

**WCCS:** Wisconsin Correctional Center System

**WWCS:** Wisconsin Women's Correctional System

**II. PARTIES TO THE CONTRACT; IDENTIFICATION OF CONTRACT ADMINISTRATORS**

- A. This contractual agreement (“contract”) is entered into for the period October 1, 2015 through September 30, 2017 by and between the State of Wisconsin Department of Corrections, whose principal business address is 3099 East Washington Ave., P.O. Box 7925, Madison, WI 53707-7925, (the “DOC”), Union Supply Group, whose principal business address is 2301 East Pacific Place, PO Box 7006, Rancho Dominguez, CA 90224, (the “Contractor”).
- B. The DOC employees responsible for administration of this contract will be Charles Brown and Jyl Brunner, (“Contract Administrators”) whose principal business address is 3099 East Washington Ave., P.O. Box 7925, Madison, WI 53707-7925. In the event that the Contract Administrators are unable to administer this agreement, DOC will contact the Contractor and designate new Contract Administrator(s).

**III. CONTRACT AUTHORITY**

This contract is entered under the authority of Wis. Stat. sec. 16.75 and Wis. Admin. Code DOC Chapter 10.

**IV. STATEMENT OF DELIVERABLES**

- The Property and Hobby programs are managed as two separate programs by the institutions. The contract details apply to both programs unless otherwise stated.
- A. The Contractor will deliver separate Inmate Hobby and Inmate Property Catalogs to all DAI institutions in accordance with the specifications in the Request for Proposal JL-5074A; the Contractor's written Proposal dated July 23, 2015, in response thereto; and the Contractor's additional responses to questions dated August 12, 2015., all of which are incorporated into this contract by reference.
  - B. The Contractor must make available a single source (i.e. customer service) for DOC staff to contact for problem solving issues.
  - C. Ordering must be available to inmates via an order form and catalog as it is currently available. As technology becomes available, DOC will also require an option for inmates to order via a kiosk system as well as a paper order form.
  - D. Catalogs may be revised every six months on a rolling schedule starting October 1, 2015. The next catalog revisions are to occur on the subsequent April 1 and October 1 thereafter through the duration of this Contract.
  - E. The Contractor shall create one (1) hobby catalog based on the DOC leisure-time policy.
  - F. The Contractor shall create one (1) property catalog based on the DOC property-policy for each of the following: men's system, women's system (WWCS – TCI, MWCC, REECC), center system (WCCS)
  - G. Pricing of items in new catalogs must remain confidential and will not be shared with other vendors in the period between the development of the catalogs up until the date the catalogs are officially published. After new catalogs have been published, all catalogs are subject to applicable open records laws.
  - H. Each institution will be provided 100 copies of each program catalog (both hobby and property); each correctional center will be provided 50 copies of each program catalog (both hobby and property).
  - I. Orders placed by institutions for the inmates will be batched and sent in postage-paid envelopes provided by the Contractor. The Contractor must provide additional order forms for the institutions as requested.
  - J. Ordering must be made available to inmates' friends and/or family via a web-based system or a phone system. Web-based systems must allow the user to track orders they placed including information on inmate, institution, and item description. A toll-free help line must also be available for those using the web-based ordering system.
  - K. Purchase limits for items purchased under the hobby program are limited by DOC policy. Hobby orders may not exceed \$100.00 per calendar month excluding taxes, shipping and handling. Musical instruments are exempt from this limitation. Contractor shall have a mechanism to ensure each inmate is not exceeding this per month limit when placing hobby orders or with hobby orders placed on their behalf.
  - L. All orders shall be filled within 7 days of receipt of funds. If an order cannot be filled in that time, a refund for that amount shall go to the originator of the funds (i.e. the inmate or the inmate's friend or family).

- M. The Contractor's catalogs and website must clearly state the return policy. At minimum, the policy must include:
- i. Returns for items received damaged or unserviceable or by Contractor error will be returned via a call tag at the Contractor's expense. Although most institutions use FedEx, some institutions will use UPS or USPS based on their location. The Contractor will therefore agree to accept returns via FedEx, UPS or USPS, depending on the practices of the institution.
  - ii. Returns for items ordered in error by an inmate or returned due to inmate preference or any other reason will be returned at the inmate's expense. The Contractor may charge a reasonable restocking fee not to exceed \$10.00 per order.
  - iii. Items that are faulty at the time of receipt may be returned within 30 days to the Contractor for an exchange at no cost to the inmate. Beyond 30 days, the Contractor may require the inmate to work directly with the manufacturer for a replacement product.
- N. Requirements for delivery vary slightly between institutions and the Contractor shall follow the relevant institution policy when shipping items to inmates housed in Wisconsin correctional facilities. Additionally, the Contractor shall follow the following shipping and packaging requirements:
- i. Purchases for the programs must be packaged separately (i.e. hobby items must be packaged separately from property items).
  - ii. Because all packages will be scanned through an x-ray machine, the preferred package width and height is 18 by 24 inches. Packages too large to fit through an x-ray machine will be delayed so each item can be individually checked. Contractor shall make all reasonable efforts to ensure that packages are no larger than 18 by 24 inches.
  - iii. All packages require and shall contain a packing slip to identify the contents. The packing slip may be in the form of a copy of the inmate order.
  - iv. Each package must contain three (3) copies of the inmate's order – one (1) affixed to the outside of the box, one (1) for the inmate, and one (1) for the inmate's file managed by DOC staff.
- O. Items must be reviewed and approved prior to making them available to DOC inmates. Samples of new items and any other items requested to be re-reviewed must be given to the DOC Hobby/Property committee eight (8) weeks prior to the start of a new catalog along with a list of those items including a description and item number. Samples will then be approved by DOC Hobby/Property committee six (6) weeks before the end of the current catalog. A draft of the catalog will be provided for review and will not be moved into publication without the written approval of the Property Committee Chairperson, contract administrator(s), and contract manager. The review process will take no less than one (1) week. Any items added to the catalog without the approval of the Property Committee Chairperson or Contract Administrators(s) will be considered a violation of the contract; only items reviewed and approved by the committee are permitted to be published in the catalog.
- i. A change mid-contract on Items or prices must be conveyed through the contract manages before any changes are made.
  - ii. Items must be held for the duration of each six (6) month catalog, however, if a significant change in circumstance occurs (i.e. significant cost change of the good with supporting documentation), the contract administrators(s) can approve a change and disseminate that information.
  - iii. Items must meet the criteria defined in the applicable Wisconsin Department of Corrections Division of Adult Institutions (DAI) policies --DAI 309.36-01 Leisure Time Activities [Hobby] and DAI 309.20.03 Inmate Personal Property and Clothing, copies of which will be made available by DOC to Contractor upon request.
    1. If an item is determined not to meet policy even if the item has previously been approved, the item must be blocked from sales at all DOC locations.

2. If DOC policy changes resulting in a once-approved item now being disallowed, an opportunity to offer via catalog sale a similar, acceptable item will be given (i.e. the policy regarding pencil sharpeners now specifies a sharpener with a riveted blade where in the past it had not). DOC will provide the Contractor the opportunity to source an item that meets the changed policy even if the change occurs within the middle of the six (6) month catalog period.
  3. All liquids, paints, and glue items allowed under DOC 309.36.01 Leisure Time Activities must conform to AP and ASTM D-4236. Documentation of this compliance must be provided along with the Contractor sample.
- P. The Contractor shall provide commission to DOC: 5% commission for property catalog sales and 5% for hobby catalog sales. Commission is to be paid monthly to each institution.
- Q. Reports shall be generated and distributed by Contractor to the contract administrator(s) and manager as described below. These reports shall state the periods of time the reports are for (i.e. June 1, 2015 – July 31, 2015). The reports shall be separate for Hobby sales and Property sales.
- i. Reports will be provided for both sales dollars and units sold.
  - ii. Each month's commission report shall identify both sales and commission (including any returns) by each institution.
  - iii. A quarterly report shall be provided identifying the aggregate sales for DOC including credits/refunds and commissions. This report shall also identify the aggregate sales including credits/refunds and commissions for each institution.
  - iv. Contractor will distribute units sold reports bi-monthly which shall identify the product both by item number and a brief description.
  - v. Each quarter a report showing accuracy fill rate and order ageing shall be distributed as described above. This report shall be broken down by DOC location and program (hobby and property) and shall show the length of time between the point the order is received by the Contractor and the point the order is shipped by the Contractor. If issues related to order accuracy and age occur, Contractor shall provide additional reporting at the DOC's request to assist in identifying the source of delay, until the issue is resolved. The fill rate shall not be less than 98%.

## V. **CONTRACT DOCUMENTS**

In addition to the documents identified in section IV, subsection A above, form DOA-3054 ("Standard Terms and Conditions") and Form DOA-3681 ("Supplemental Standard Terms and Conditions for Procurement of Services") are incorporated into this contract by reference. To the extent that any term or condition set forth in either Form DOA-3054 or Form DOA-3681 differs or conflicts with this contract, the term, condition, or contract provision determined by the DOC to be the more favorable to the DOC in any given situation shall govern and control. Copies of Forms DOA-3054 and DOA-3681 are available upon request from the DOC or the State of Wisconsin Bureau of Procurement.

## VI. **CONTRACT REVISIONS / ADDENDUMS**

Any subsequent addendum to this contract must be in writing and signed by the parties.

## VII. **GENERAL SERVICE PROVISIONS**

- A. The Contractor must complete or currently have on file a facility self-survey and a program and policy self-evaluation to address compliance with the Americans with Disability Act of 1990 (P.L. 101-336), as amended by the ADA Amendments Act of 2008 (P.L. 110-325) including any regulation, title or Act amendments thereto existing now and as further amended. During the course of the contract, the Contractor must take action to comply with the facility, program and employment provisions of the Americans with Disability Act. Contractors may obtain information on the Americans with Disability Act by contacting the Director, Office of Diversity and Employee Services, Wisconsin Department of Corrections, 3099 E. Washington Ave., P.O. Box 7925, Madison, WI 53707.

- B. Contractor may not subcontract, refer to outside/community resources, or assign any part or obligations of this contract without the prior written consent of DOC. If DOC approves, Contractor is responsible for having subcontracts in place to provide services to the subcontracted agencies under this contract. Contractor retains responsibility for fulfillment of all terms and conditions of this contract when it enters into subcontractual agreements.
- C. This contract and the performance of the parties' obligations hereunder will be governed by and construed and enforced in accordance with the laws of the State of Wisconsin, other than any conflict-of-laws provisions thereof that would otherwise require the application of the law of any other jurisdiction. Contractor consents to personal jurisdiction in the State of Wisconsin. The venue for any action hereunder shall be in Dane County, Wisconsin.
- D. No waiver by either party of any default hereunder shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Contract.
- E. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and said provision shall continue to apply to the extent allowed by said court or, if not so allowed, be deemed severed from this Contract entirely.
- F. Contractor guarantees that the sale or use of any software utilized in the provision of services required under this Contract will not infringe any patent or copyright. The Contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe on any United States patent. Contractor covenants that it will, at its own expense, defend every suit which shall be brought against DOC (provided that Contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent or copyright by reason of the sale or use of such article or software, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.
- G. Contractors are prohibited from responding to legal or legislative matters as a representative of DOC. All legal or legislative inquiries requiring a response by DOC are to be referred to DOC Secretary's Office in a timely manner for an appropriate response.
- H. The parties hereto agree that Contractor, its officers, agents, and employees, in the performance of this Contract shall act in the capacity of an independent Contractor and not as an officer, employee, or agent of DOC. Contractor agrees to take such steps as may be necessary to ensure that each of its sub-Contractors will be deemed to be an independent Contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of DOC. Furthermore, neither DOC nor Contractor will represent itself as the agent or legal representative of the other or as partner or joint venturers for any purpose whatsoever, and neither shall have any right to create or assume any obligations of any kind, express or implied, for or on behalf of the other in any way whatsoever.
- I. Any and all notices or other communications necessary or desirable to be given hereunder will be deemed given and received when emailed to the following persons:
- (i) If to DOC –  
Contract Administrators: Charles Brown and Jyl Brunner  
Email: [Charles.Brown@wisconsin.gov](mailto:Charles.Brown@wisconsin.gov), [Jyl.Brunner@wisconsin.gov](mailto:Jyl.Brunner@wisconsin.gov)  
  
Contract Manager: Jeff LaSee  
Email: [jeffrey.lasee@wisconsin.gov](mailto:jeffrey.lasee@wisconsin.gov)
- (ii) If to Contractor–  
Account Representative: Laurakate Bayman  
Email: [lbayman@unionsupplygroup.com](mailto:lbayman@unionsupplygroup.com)  
  
Ashley Lear, Director of Inmate Programs – Eastern Region  
Email: [alear@unionsupplygroup.com](mailto:alear@unionsupplygroup.com)

LD Hay, Executive Vice President  
Email: [ldhay@unionsupplygroup.com](mailto:ldhay@unionsupplygroup.com)

### **VIII. PAYMENT TERMS AND INVOICING**

- A. Contractor will be paid for Hobby/Property catalog items via the Inmate Trust accounts at each institution/center. DOC shall remit payment to Contractor along with the batched inmate order. The Contractor shall submit reports showing the inmate name and number, amount of transactions, and dollar value of the transactions along with each monthly commission check. The payments, orders, reports, and commission for Hobby and Property items are two separate programs.
- i. Refunds will be issued at the point an item is not available; backorders are not acceptable. Refunds shall be issued to the individual who initiated the order (i.e. an order placed by a family member shall be refunded to the family member).
  - ii. DOC is not responsible for NSF or cancelled payments placed by a friend or family member via the website or phone order even if the product has been received. It is the sole responsibility of the Contractor to ensure they are made whole from the individual generating the order.
  - iii. Multiple refunds may be batched on a single check to the institution, however, a statement referring to the inmate, amount, and order number must also be included with the payment.
- B. If for any reason the DOC is dissatisfied with the quality of the hobby/property catalog services, the DOC may, at DOC's sole discretion, provide written notice to the Contractor of the deficiency identifying a date by which the deficiency must be corrected. If the Contractor fails to correct the deficiency by the identified date, the DOC may, at DOC's sole discretion, terminate or suspend the contract. Nothing set forth herein shall prevent or prohibit the DOC from availing Contractor of other legal or equitable remedies.

### **IX. REPORTING AND AUDITING**

- A. Contractor shall comply with the reporting and auditing requirements of DOC including, without limitation, the requirement that Contractor retain all documents applicable to the contract for a period of not less than three (3) years after the final contract payment is made. Any required reports shall be forwarded to the contract Administrator according to the schedule of DOC. If Contractor does not submit the forms as required, DOC may cease all payments for Services to Contractor under this contract.
- B. DOC may require, at its discretion, that Contractor provide an audit covering all DOC funds paid pursuant to the contract. In the event that Contractor fails to comply with a DOC audit request, including all follow-up requests for information pertaining to said audit, DOC reserves the right to conduct an independent audit and DOC's costs for completing the same will be charged back to Contractor. Contractor agrees to retain and make available to DOC all program and fiscal records until the audit and, if necessary, subsequent audit resolution processes have been completed.
- C. Contractor agrees to inform DOC within three (3) working days of any inquiry from outside entities regarding a participant, former participant or the program provided under this contract, unless such inquiry is made through a subpoena or warrant issued by a court of competent jurisdiction. This includes requests for information from the media, legislature, local officials, neighbors and participant's family members. Nothing in this contract prohibits the Contractor from freely communicating with any entity regarding the program or participants to the extent allowed by confidentiality requirements.
- D. Contractor agrees to provide reports to DOC as requested. Reports may include, but are not limited to, total sales reports, totals by institution, email monitoring information, commission information, average time per transactions, downtime/system error report, and other reports as requested by DOC.

### **X. RECORDS**

- A. Contractor shall maintain such records as are required by State and Federal law and shall comply with all applicable confidentiality laws and requirements pertaining to said records and the information contained therein.

- B. Contractor will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of DOC and its authorized agents, and Federal agencies, in order to confirm Contractor's compliance with the specifications of this contract.
- C. Contractor agrees to retain and make available to DOC all program and fiscal records until the audit and subsequent audit resolution processes have been completed.

#### **XI. INSURANCE RESPONSIBILITY**

Contractor must comply with the insurance requirements as set forth in RFP JL-5074A. DOC reserves the right to increase insurance minimums as need through the life of the contract via a written notice to the Contractor.

Contractor is required to submit an insurance certificate adding State of Wisconsin as an additional insured, covering the period of the contract and each year thereafter during the current contract period. When the period of this contract does not coincide with the coverage period of the Contractor's insurance, Contractor is required to submit an updated certificate to verify coverage in compliance with this subsection. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the contract.

#### **XII. TERMINATION / CANCELLATION:**

In addition to grounds for termination set forth elsewhere in the contract, this contract may be terminated under any of the following conditions:

- A. DOC may terminate the contract at any time, with or without cause and without penalty by delivering thirty (30) days written notice to the Contractor.
- B. DOC has a Vendor Performance Evaluation process for soliciting feedback from contract users about vendor performance and compliance with contract specifications. Vendor noncompliance with the terms, conditions or specifications that is persistent and/or significantly impacts the quality and performance provided pursuant to the contract may be considered in breach of contract. Negative Vendor Performance Evaluation Surveys may result in non-renewal or termination of contract.
- C. The State of Wisconsin reserves the right to cancel this contract if the Contractor fails to follow the requirements of Wis. Stat. sec. 77.66, and related statutes regarding registration and certification for collection of sales and use tax.
- D. If at any time the Contractor performance threatens the health and/or safety of DOC employees, offenders or the public, DOC has the right to cancel and terminate the contract without notice.
- E. Failure to maintain the required Certificates of Insurance, Permits and Licenses shall be cause for contract termination. If the Contractor fails to maintain and keep in force the insurance as provided in #23 of the Standard Terms and Conditions, DOC has the right to cancel and terminate the contract without notice.
- F. If at any time a petition in bankruptcy shall be filed against the Contractor and such petition is not dismissed within 90 calendar days, or if a receiver or trustee of Contractor's property is appointed and such appointment is not vacated within 90 calendar days, DOC has the right, in addition to any other rights of whatsoever nature that it may have at law or inequity, to terminate the contract by giving 10 calendar days notice in writing of such termination.
- G. Failure of DOC to comply with contract terms, conditions or specifications shall provide the sole cause for which the Contractor is entitled to terminate the contract. The Contractor shall notify the Department in writing within thirty (30) days after the Contractor becomes aware of the alleged noncompliance with a complete description of the same. If the DOC does not, within forty-five (45) days after its receipt of the Contractor's notice, either (1) effect a cure or (2) if the noncompliance is not one that can reasonably be cured within forty-five (45) days, develop a plan to cure the noncompliance and diligently proceed according to that plan unto a cure is effected, then the Contractor may terminate the contract for cause by written notice to DOC. The Contractor may not terminate the Contract without cause unless express written consent to do so is provided by DOC.

**XIII. EXECUTED CONTRACT TO CONSTITUTE ENTIRE AGREEMENT**

- A. The contents of this contract (including all attachments) and the bid of the successful bidder, and additional terms agreed to, in writing, by DOC and the Contractor shall become part of the contract.
- B. The following priority for contract documents will be used if there are conflicts or disputes:

State of Wisconsin standard terms and conditions  
Final Signed contract including amendments  
Statement of Deliverables  
Contractor's written proposal document JL-5074A  
Answers to questions in letter from Union Supply Group dated 8/12/2015  
State of Wisconsin Request for Proposal

In WITNESS THEREOF, the undersigned authorized officers have subscribed their names on behalf of the parties to this contract.

DocuSigned by:

*L.D. Hay*

539304FD864245A...

Contractor's Authorized Representative

Name: LD Hay

Title: Executive Vice President

September 18, 2015

Date

DocuSigned by:

**Charles Brown**

D23A9E54B11F436...

DOC Contract Administrator

Name: Charles Brown

Title: Correctional Management Services Director, WWCS/TCI

September 24, 2015

Date

DocuSigned by:

*Jyl Brunner*

71BC6E431947476...

DOC Contract Administrator

Name: Jyl Brunner

Title: Administrative Captain, RYOCF

September 24, 2015

Date

DocuSigned by:

*Edward F. Wall*

3C94C779D0F14CF...

Edward F. Wall, Secretary

WI Department of Corrections

September 28, 2015

Date