

AGENDA ITEM 33

Consider authorizing written notice to each elected official of his/her salary and expenses to be included in the 2001/2002 budget.

Moved: **Judge Doerfler**

Seconded: **Commissioner Limmer**

Motion: To authorize written notice to each elected official of his/her salary and expenses to be included in the 2001/2002 budget.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

AGENDA ITEM 34

Direct filing of the county budget with the County Clerk if no grievances are filed or after the grievance committee meets.

Moved: **Judge Doerfler**

Seconded: **Commissioner Hays**

Motion: To file the county budget with the County Clerk if no grievances are filed or after the grievance committee meets.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

AGENDA ITEM 35

Consider authorizing County Auditor to transfer sufficient monies from cash ending balance of fiscal 2000/2001 to balance the county budget for 2001/2002.

Moved: **Commissioner Boatright**

Seconded: **Judge Doerfler**

Motion: To authorize the County Auditor to transfer sufficient monies from cash ending balance of fiscal year 2000/2001 to balance the county budget for 2001/2002.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

AGENDA ITEM 36

Consider adopting county tax rate.

Moved: **Commissioner Hays**

Seconded: **Commissioner Limmer**

Motion: To adopt the county tax rate of:

\$.25066 per \$100.00 taxable value for the purpose of maintenance and operations;

\$.04100 per \$100.00 taxable value for the purpose of assessing the Farm to Market and Lateral Road taxes;

\$.10363 per \$100.00 taxable value for the purpose of debt service;

For a total Ad Valorem tax rate of \$.39529 per \$100.00 taxable value.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: Motion: To adopt the county tax rate of:

\$.25066 per \$100.00 taxable value for the purpose of maintenance and operations;

\$.04100 per \$100.00 taxable value for the purpose of assessing the Farm to Market and Lateral Road taxes,

for a total maintenance and operations cost of \$.29 per \$100.00 taxable value.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To adopt the county tax rate of:

\$.10363 per \$100.00 taxable value for the purpose of debt service.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

AGENDA ITEM 37

Consider awarding, rejecting or extending bids for Commissary Services.

Bids were received from the following:

Mid-States Services, Inc.

Swanson Services Corporation

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To award bid for Commissary Services for the jail to Mid-States Services, Inc.

Vote: **4 - 0** with Commissioner Heiligenstein absent from the meeting.

< Attachment >



JOHN A. MASPERO
WILLIAMSON COUNTY SHERIFF

508 South Rock Street
Georgetown, Texas 78626
Phone (512) 943-1300 • Fax (512) 943-1444

RICHARD ELLIOTT
Chief Deputy

ROBERT L. CHAPMAN
Asst Chief Deputy - Law Enforcement
JAMES W. HARRELL
Asst Chief Deputy - Corrections

Date: August 22, 2001

To: John Maspero, Sheriff
From: Richard Elliott, Chief Deputy *RE*
Re: Commissary Bids and Proposals

Upon receipt of a memo from Kurt Showalter dated August 7, 2001 regarding a comparison for vendor commissary proposals. Mr. Showalter had several unanswered questions pertaining to the services that Midstates could provide to the Williamson County Sheriff's Office.

On August 10, 2001, at 9:30am, I met with Clyde Walker, Director of Midstates, to discuss the bid specifications of the proposal and whether or not they could meet our needs. Mr. Walker advised me that Midstates did perform every one of the functions we had requested in the bid specifications.

The difference between Midstates and Swanson was that Midstates does offer an on site service which allows the inmates to choose items from a cart, which we prefer. So it is my recommendation that Midstates be chosen for the on-site Commissary Contract in the Williamson County Jail.

approved 8-28-01
John C. Doerfler

WILLIAMSON COUNTY BID FORM

COPY

COMMISSARY SERVICES FOR THE WILLIAMSON COUNTY JAIL

BID NUMBER: 01WC323 BID OPENING DATE & TIME: JULY 24, 2001 - 2:00 PM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

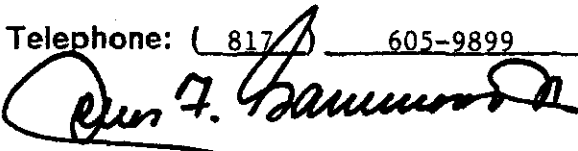
NAME OF BIDDER: MID-STATES SERVICES, INC.

Mailing Address: 860 Airport Freeway West, Suite 200

City: Hurst State: TX Zip: 76054

Email Address: jsammons@lmssi.com

Telephone: (817) 605-9899 Fax: (817) 498-8066



Date of BID: July 20, 2001

Signature of Person Authorized to Sign BID

Name and Title of Signer: John F. Sammons, Jr., Chairman and Chief Executive Officer
(Please Print or Type)

PLEASE COMPLETE THE FOLLOWING:

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)

☒ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☐ low item basis. (Will accept award on "any or all" items.)

List Additional Limitations if applicable: _____

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

**WILLIAMSON COUNTY
BID SPECIFICATIONS/BID SHEETS**

COMMISSARY SERVICES FOR THE WILLIAMSON COUNTY JAIL

BID NUMBER: 01WC323 BID OPENING DATE & TIME: JULY 24, 2001 - 2:00 PM

CONTRACT PERIOD: DATE OF AWARD THRU SEPTEMBER 30, 2002

08/28/2001

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WILLIAMSON COUNTY BID FORM

COPY

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City: Hurst State: TX Zip: 76054

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☒ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)

☐ low item basis. (Will accept award on "any or all" items.)

List Additional Limitations if applicable: _____

**DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

THE BIDDER MUST MEET OR EXCEED THE FOLLOWING QUALIFICATIONS:

1. A minimum of five (5) years experience in operating a Correctional Commissary System. To include providing an Inmate Trust Fund Accounting System using real time, with a minimum of 300 inmates.
2. Operating experience and reputation for providing quality service performance.
3. Trust Fund Software written and owned by the bidder that has been installed and operating in at least five (5) County Jails for a minimum of five (5) years.
4. A Service Center in the State of Texas within four (4) hours of the Williamson County Jail. Additionally the bidder must have a secondary facility that can provide the same level of service as the primary facility. Service must be provided from the bidder's own facilities and not another correctional facility.

TRUST FUND ACCOUNTING SYSTEM REQUIREMENTS:

Bidder must provide a computerized Trust Fund Accounting System using real time that adheres to generally accepted accounting principles and is capable of being audited by the County. The Trust Fund Accounting system must be approved of by the Williamson County Auditor's Office. The proposed Trust Fund Accounting System must be currently operating in at least five (5) facilities of similar size or larger for a minimum of five (5) years.

The Bidder must write, own, and support all aspects of the Inmate Banking system including all vendor supplied equipment with their own employees.

Bidders are to describe their computer software program. The software must include the following components:

1. Allow the Facility to open an Individual Trust Fund (ITF) for an inmate at the time of booking and to enter into the computer system the amount of money in their possession at the time of booking. The following fields must be present in the opening transaction field:
 - Account Number
 - Name
 - Birth date
 - Gender
 - Location
 - Ethnic Group
 - Height
 - Weight
 - Eye & Hair Color
 - Alias
 - Appendages

2. In Addition the software must allow for the following transactions to take place at the open screen:
 - Charge Receivables such as admission fees, admission paks, etc
 - Sell Commissary PAK's
 - Place Restrictions upon Inmates
3. Once open, the software must allow for the following transactions to occur on the ITF:
 - Add funds to the account.
 - Draw funds in the form of a check, cash or both.
 - ~~➤ Close an account with a detailed statement and pay the inmate's balance by check, cash or a combination of both.~~
 - Close multiple accounts printing one check
 - Deduct commissary and other charges in a real-time environment.
 - Process Credits.
 - Change inmate locations individually or in groups
4. Assign a permanent ID number for an inmates ITF that will allow an account to be reopened and have the ability for debts to be tracked across multiple incarcerations.
5. Add inmate information to control commissary purchases, i.e. medical restrictions, gender restrictions, age restrictions, disciplinary controls and indigence status. Allow for up to 999 different restrictions to be placed on commissary purchases.
6. The system must provide a complete audit trail on all transactions. Must also allow for scheduled and unannounced audits of the inmate accounts by the County to insure the integrity and accuracy of the accounts.
7. The system must provide a series of reports as specified by the County. The reports should allow for data concerning an individual inmate, a specific site within the jail or the facility as a whole. The reports should include:
 - Cash Reports
 - Sales Reports
 - Checkbook Reports
 - Resident Reports
 - Bail Reports
 - Receivable Reports
 - General Ledger Reports
 - Payroll Reports
8. The system must have comprehensive CHECKBOOK management features including the ability to write a check from an inmate's ITF to a third party, a check from the General Fund to a vendor, to void, make corrections, adding manually written checks, reclaim unclaimed monies, verification, and deposits. Additionally, the system must have the capability to print a check registry based on multiple criteria that can be queried by the Jail Administration. The checkbook must also contain a Reclaim Feature in order to reclaim stale dated checks.

9. Levels of security should be present in the software system. These levels must have the ability to be customized by the Facility Site Manager, including password control and tracking of transactions by individual and station.
10. Updates of the computer software must be provided Free of Charge to the County for the length of the contract. Vendor must show proof that past updates have been done.
11. The Vendor must install the system, provide training for county personal, provide manuals, provide on going support, and a toll free 24 hour emergency line to insure maximum utilization and minimal down time with the proposed system. The vendor must have a service center and ~~support staff within four (4) hours of the Williamson County Jail to provide the County with the optimum service level.~~
12. Prefer screen presentation to be in color to reduce operator error.
13. Software must be windows based with a Relational Data Base preferably Oracle. The system PC's with Windows 95/98 or Windows NT.
14. All hardware necessary for the performance of this contract will be provided by the vendor for the length of the contract. Maintenance or replacement of said hardware shall be the responsibility of the vendor. Third (3rd) party involvement will not be allowed.
15. Software must utilize inmate account number for all inmate charges, not by name. The system must have the capability to track inmates transactions by a permanent number in order to recover past debts.
16. All system data must be backed up and maintained on-site. No off-site back ups will be allowed to protect the sensitive nature of the information.
17. The system must also contain the following components. These components must be completed and part of the vendor's software demonstration.
 - Property Module
 - Bail Module
 - Funds/Accounts Receivables Module
 - Indigent Tracking Module

INVENTORY REQUIREMENTS OF COMMISSARY SYSTEM:

The awarded Vendor and County personnel must meet to mutually agree upon the items to be carried in the Commissary program.

The vendor shall make available for purchase by all male and female inmates commissary items including, but not limited to, hygiene products, writing materials, games, snacks & candies, and clothing selections. The vendor must provide only products that meet or exceed the minimum National Accepted Standards. Items must not be added, deleted, or the brand, packaging, or sizes changed without mutual agreement between the Jail and the Vendor.

The vendor shall maintain sufficient stock levels in order to limit shortages.

The vendor shall not substitute items and should have an order full rate in excess of 98%.

All inventory support deliveries to the jail must be the next day after orders are transmitted to the vendor.

PRODUCT PRICING:

Gross receipts shall be construed to be all monies received from the sales of merchandise, products or services, less any refunds, allowances, or adjustments for returns, defective or unsatisfactory merchandise, product or service, and applicable sales taxes.

The Vendor agrees to notify the Jail in writing of any adjustment to the contract unit prices. The written notification must include the effective date of the adjustment and provide documentation justifying said increase or decrease.

The Vendor will submit a sample menu along with the commission rate that is to be paid to the facility.

STANDARDS OF RESPONSIBILITY:

The Vendor must demonstrate to the satisfaction of the Department proven capability in all aspects, to perform fully the contract requirements; therefore, the Vendor shall submit with their bid the following information:

1. Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
2. Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule.
3. Furnish evidence of the necessary organizational experience, accounting background and operational controls, and the technical skills to perform the contract
4. Furnish evidence of a satisfactory performance record for at least five (5) facilities similar in size and complexity to the Williamson County Sheriff's Office or larger and a record of integrity and business ethics.

5. Furnish evidence of at least five (5) years of a successful record of operational experience with the Trust Fund Accounting System in facilities similar in size and complexity to the Williamson County Sheriff's Office or larger. Provide at least five (5) references from County Facilities within the State of Texas
6. Furnish evidence of a "Drug Free Workplace". All vendor employees must have pre-employment drug tests and random drug tests after employment.

INSURANCE:

The Vendor must provide evidence of the following minimum insurance standards:

1. General Liability and Property Damage Insurance: Limit of Liability \$1,000,000 per claim or occurrence and \$5,000,000 annually.
2. Workers' Compensation: Provide coverage to meet Statutory Limits. Employer's liability shall be \$1,000,000 each accident and bodily injury by accident \$500,000 each employee. Employer's liability shall be \$1,000,000 policy limit for bodily injury by disease and \$500,000 each employee.
3. Employer's Liability: Limit of Liability \$5,000,000 annually; \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability. Coverage for premises operation; blanket contractual liability; personal injury liability; product and completed operations; independent contractors; employees as additional insured; Williamson County as additional insured; cross liability; broad from property damage liability.
4. Comprehensive Automobile Liability Insurance: Limit of liability \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability. Coverage for owned, non-owned and hired vehicles.



COPY

July 20, 2001

John A. Maspero, Sheriff
Williamson County Sheriff's Office
508 S. Rock Street
Georgetown, TX 78626

Dear Sheriff Maspero:

Thank you for giving me the privilege of presenting my company's proposal for providing Commissary Services for Williamson County.

As you are aware, Mid-States Services, Inc. has developed a customized, computerized commissary service and accounting system for Inmate Trust Funds that is proprietary and second to none in our industry. Our system has been tested and utilized for many years by numerous Sheriff's Offices including those of Dallas, Tarrant and Collin counties in Texas.

The thought of providing our services and system to your outstanding corporation is exciting to our entire management team.

Thanks again for the courtesies and attention you afforded me to present our proposal. Please feel free to give me a call at (817) 605-9899 if you have any questions.

Best regards,

A handwritten signature in black ink, appearing to read "John F. Sammons, Jr.", written over a horizontal line.

John F. Sammons, Jr.
Chairman
Chief Executive Officer

860 Airport Freeway West Suite 200 • Hurst, Texas 76054

817-605-9899 • Fax 817-498-8066

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MID-STATES SERVICES HISTORY

Mid-States Services, Inc. is a Texas based, privately held company specializing in providing Food Service and Commissary Service to prisons and jails.

Since its inception in 1970, Mid-States Services has grown in annual sales to be the largest independent company of its type in the Southwest. The company has contracts with approximately fifty Sheriff's Offices in Texas, Louisiana and Oklahoma employing over 300 professionals.

Mid-States Services has enjoyed a tremendous growth rate over the past few years due to our unique operating systems in our Commissary Services division and strong management and experience in our Food Service division.

Our "TouchTrak" on-site convenience store on wheels and its collateral sophisticated software system provides the most unique and efficient method in our industry of providing commissary services to larger jails. Mid-States Services "Code 3 Rapid Scan" system for jails of any size delivers a custom bagged order to the inmate within twenty-four hours of receiving the order at our state-of-the-art warehouse facility located in Temple, Texas. Both systems utilize "VaultTrak", our comprehensive multi-user, multi-module system that manages the financial, property, clothing, medical and commissary transactions of inmates from initial intake to final release.

The company has recently finalized a bulk sales program for the sales of commissary products to state and federal prisons and to jails and prisons currently managing their own commissaries.

We have also developed Clear Value, a line of personal care products specifically designed to provide quality for inmates and security for jail personnel.

Mid-States Services combines the entrepreneurship of our heritage with the management talent and systems of the present. Our commitment is to continue operating with superior systems, relentless customer service and uncompromising integrity to furnish our industry with the best alternative in the privatization of prison Food Service and Commissary Services.

GOALS AND OBJECTIVES

Our goal is to provide the Williamson County Sheriff's Office, with a commissary service second to none, fully delivering to you a program which will clearly exceed your goals and objectives while providing the highest level in quality service for the residents and staff of your facility.

Our commissary service will exceed your current service by accomplishing the following:

- Providing service to inmates as required by Williamson County Jail Standards.
- Streamlining your current commissary services.
- No cost to Williamson County for our service or our computer system.
- Providing a larger variety and selection of products which meets Williamson County requirements and the flexibility to make changes.
- Allowing Williamson County to utilize existing staff in different, more pressing areas.
- A fair financial return to the Inmate Trust Fund while maintaining reasonable prices to inmates.
- Providing all insurance required.
- Managing Williamson County controls.
- Allowing County Staff to manage the Inmate Trust Fund and to complete transactions on the inmates' accounts.
- Two to three time per week commissary service.
- No increase in prices without Williamson County Sheriff's Office approval.

INSURANCE

Mid-States will provide Workmen's Compensation, Comprehensive Liability (including product), Automotive Liability, Bodily Injury and Property Damage Liability.

Certificates of Insurance will be provided. Each policy will contain a provision forbidding cancellation except upon 30 days prior notice to **Williamson County Sheriff's Office**.

The cost of such insurance is treated as a direct cost of operation.

Within 10 days of notification of award, Mid-States will furnish the **Williamson County Sheriff's Office** with certified copies of all insurance certificate(s) showing coverage for all requirements as stated below to be in force throughout the term of the contract before commencing work.

- | | | |
|----|--|--|
| 1. | Automobile Liability
Bodily Injury and Property Damage | 1,000,000 CSL
(combined single limit
each accident) |
| 2. | General Liability
Bodily Injury and Property Damage
Products | 1,000,000 each occurrence
5,000,000 general aggregate
1,000,000 aggregate |
| 3. | Excess Liability
Umbrella | 5,000,000 |
| 4. | Workmen's Compensation &
Employers Liability | 1,000,000 each accident
1,000,000 disease policy
1,000,000 disease each employee |

With reference to the foregoing insurance requirement, Mid-States will specifically endorse applicable insurance policies as follows:

A waiver of subrogation in favor of the **Williamson County Sheriff's Office** officials, employees, volunteers and officers shall be contained in the worker's compensation coverage.

INSURANCE

- B. Mid-States coverage will be primary insurance for **Williamson County Sheriff's Office**, its officials, employees, volunteers and officers. Any insurance or self-insurance maintained by **Williamson County Sheriff's Office**, its officials, employees, volunteers and officers shall be in excess of Mid-States.
- C. All insurance policies shall be endorsed to require the insurer to immediately notify **Williamson County Sheriff's Office** of any material change in the insurance coverage.
- D. All insurance policies shall be endorsed to the effect that **Williamson County Sheriff's Office** will receive at 30 days notice prior to cancellation, non-renewal or termination of the insurance.
- E. All copies of Certificates of Insurance will reference the project/contract numbers for which the insurance is being supplied.

Certificates of Insurance will be prepared and executed by the insurance company or its authorized agent, and will contain provisions representing and warranting the following:

- A. Set forth all endorsements and insurance coverage according to requirements and instructions contained herein.
 - B. Shall specifically set forth the notice of cancellation or termination provisions to **Williamson County Sheriff's Office**.
-

PLAN OF OPERATION

ON-PREMISE COMPUTERIZED SYSTEM

TYPE OF SERVICE:	"Touchtrak" Point of Sale System
ORDER PLACEMENT:	<ol style="list-style-type: none">1. Each inmate will be provided with a data tracking micro-chip which includes inmate name, identification number and account balance.2. Mid-States employee uses mobile "con-cart" to sell products to inmates.3. Inmates choose items for purchase from the "con-cart" and our operator begins and ends each transaction on the spot.
WAREHOUSE:	On-premise
SOFTWARE:	<p>The system maintains a database of inmates with their balances and records the commissary transactions as they happen.</p> <p>Reports show information on individual inmates or daily, weekly, monthly, and year-to-date summaries.</p>
SUPPORT:	<p>We will back up data automatically and remotely everyday so that, should we have a complete hardware failure, we can reload in a 24 hour period. We offer 24-hour phone support and cross-shipped hardware replacement.</p> <ul style="list-style-type: none">• Primary Service Center – Temple, TX• Secondary Service Center – Hurst, TX
TIMES SERVED:	Two to three times per week
MANAGEMENT:	Director of Customer Support Services, Clyde Walker (214) 675-3438 Regional Director, Sam Loria Vice-President of Finance, Catherine Hill Chairman & CEO, John F. Sammons, Jr. (817) 605-9899

SYSTEM

Mid-States Services Inc., a commissary services industry leader for Texas correctional facilities is pleased to present a brief overview of our "VaulTrak" computerized inmate trust fund accounting package. "VaulTrak" is a powerful database driven package that combines many features required by today's correctional environment.

"VaulTrak" gives professional corrections personnel the ability to perform a myriad of inmate trust fund tasks with little or no prior computer knowledge. The entire software package is menu driven requiring the user to simply make a menu choice and fill in the blanks. All of the accounting functions are done for you.

COMMISSARY POINT OF SALE SYSTEM

- (1) Mid-States Services will provide a computerized inmate commissary Point-of-Sale System including but not limited to:
 - a. Computerized micro chip device which will have inmate name, inmate identification number, current inmate trust fund balance and an accurate record of past commissary purchases imbedded in a micro chip device to facilitate immediate sale and account debit for any commissary purchases.
 - b. Hand held data gathering device(s) which have a self contained power system allowing for contract entity to automatically ascertain inmate account balances as well as immediate debit of inmate trust fund.
 - c. A self contained delivery system of commissary products to the general inmate population allowing for a broader scope of choices in commissary products available for immediate sale to each inmate.
 - d. The ability to accurately and completely interface with existing Williamson County software to facilitate initialization at booking and reading capability at time of release of all micro chips.
 - e. The ability to accurately and completely interface with existing Williamson County software to facilitate the exchange of commissary sales transactions to inmate trust fund accounts capable of being audited and recorded by all entities with such authority.
 - f. The ability to produce a two part receipt, at the time and point of sale. This receipt shall include the inmate name, identification number, date and time of sale, inmate balance prior to sale, sale amount and inmate balance after the sale.

INSTALLATION AND HARDWARE

- (1) Mid-State will provide and install the proposed point of sale system, at no cost to the Office, and provide all hardware including, but no limited to:

SYSTEM

- a. Computerized microchips constructed so it may be attached to any inmate identification arm band.
 - b. Hand held, self-contained reader/writer data gathering devices to facilitate immediate commissary sales and data transfer of same.
 - c. Computer hardware required to allow for Sheriff's personnel to initialize inmate buttons at time of booking with pertinent data such as inmate name, inmate identification number and current balance.
 - d. Computer hardware required to allow for Sheriff's personnel to read inmate buttons at time of release and automatically debit inmate accounts for any sales not yet posted to trust fund system.
- (2) Mid-States shall oversee and assist in the initial installation of the proposed system.
- (3) Mid-States will provide, at no cost to the Sheriff's Office, training on the proposed system to members of the Sheriff's Office, Information Systems Division and the Williamson County Auditors Office as required.
- (4) Mid-States will provide and install the proposed system along with all documentation.

"VaulTrak" allows a resident's trust fund balance to go below \$0.00 for medical purposes only. All trust fund account tracking enables the user to actually balance a trust fund account with the actual bank account statement. By not allowing trust fund accounts to have negative balances the "VaulTrak" system is a tremendous "checks and balances" feature following generally accepted accounting practices with regard to inmate trust fund accounts.

Mid-States Services, Inc. uses a "scantron" type order form, which completely eliminates human error in processing inmate commissary requests.

Hardware provided to your Office will include a full page scanner with SCSI interface, impact printer(s) for multiple copy receipts, color monitor(s), 24pin impact printer for check writing capabilities, a minimum 133 MHz "Pentium" processor and data fax modem.

All software will be fully supported 24 hours a day by Mid-States Services, Inc. Most software support will be provided "on-line" with minimal down time to your Office. A representative from our company will always be available for questions, additional training or other concerns as they arise.

MENU

**** TO BE SELECTED BY WILLIAMSON COUNTY****

Mid-States Services, Inc.
Order/Price Selection**General Merchandise**

Clear Value Shampoo 8oz	2.00
Clear Value Dandruff Shampoo 8oz	2.25
Clear Value Conditioner 8oz	2.00
Sulfur 8 Conditioner	4.50
Styling Gel 16 oz	2.00
Hair Pomade 4oz	2.00
Curl Activator Gel 7oz	2.00
Hair Food 4oz	2.00
Bergamot 4oz	2.00
Perm Kits	7.50
Men's Plastic Comb	0.39
Afro Pick	0.45
Club Brush w/o Handle	1.60
Doo Rag - Black	3.50
Foam Hair Curlers	2.75
Colgate Toothpaste 1.5oz	1.35
Colgate Toothpaste 2.7oz	1.95
Adult Toothbrush	0.85
Sh/Handle Toothbrush	0.35
2 PC Toothbrush Holder	0.85
Dental Floss Pick 24 ct.	1.90
Mouthwash 6oz	2.00
Denture Adhesive	4.80
Denture Tablets 2ct	0.35
Clear Value Soap 3.5 oz	1.10
Plastic Soap Dish	0.95
Lady Speed Stick	2.95
Economy Stick Deodorant	1.95
Artra Skin Cream	5.50
Medicated Skin Cream	2.00
Clear Value Baby Lotion 8 oz.	2.00
Baby Powder 4 oz.	2.00
Clear Value Baby Oil 8 oz.	2.00
Petroleum Jelly 4oz	2.00
Lip Balm	1.95
Cotton Swabs 54ct	1.50
CVP Band-aids 10ct	0.95
Saline Solution 12oz	5.65
Contact Lens Case	3.10
Single Emory Board	0.25
Toenail Clipper	1.25
Fingernail Clipper	1.10
Acrylic Mirror 3x5	0.75
Ind Wrapped Tampons	0.29
Disp. Douche 4.5oz	1.80
8 Count Tampons	2.75
Clear Value Shave Gel 8 oz	1.75
Magic Shave Cream	3.50
DWM MST After Shave	0.85
Single Blade Razor	0.35
Afta After Shave	4.25
Twin Blade Razor	0.39
Veg Fiber Powder 12oz	9.50
Multi Vitamin/Iron	5.75
Vitamin E	5.95
Vitamin C	3.75
Creatine Monohydrat	9.95

Mid-States Services, Inc.
Order/Price Selection

Egg Protein	9.95
Advil Cold/Sinus 2ct	0.75
Bayer Aspirin 2ct	0.75
Ex/Str Tylenol 2ct	0.75
Advil 2ct	0.75
Pepcid AC 2 ct.	2.25
Hemorrhoidal Ointment	7.95
TRP Antibtc Ointment	4.95
Acne Cream 1oz	12.50
Anti-Fungal Cream	4.75
Tetrasine Eye Drops	3.95
Muscle Rub	9.95
Nasal Spray	6.75
Hydrocortisone Cream	3.25
Rolaids Orig Roll	0.95
Phillips Milk Magns	4.50
Halls Cherry Stick	0.85
Halls Menthol Stick	0.85
Alka Seltzer 2ct	0.85
Tide - Single	0.75
Golf Pencils w/o Eraser	0.15
#2 Pencil w/eraser	0.25
Pencil Sharpener	1.35
Pencil Cap Eraser	0.50
Pink Eraser	0.70
Bic Crystal - Black	0.40
Bic Crystal - Blue	0.40
Bic Stik Pen - Black	0.35
Bic Stik Pen - Blue	0.35
Bic Stik Pen - Red	0.35
Bic 4 Color Pen	2.50
Bic Highlighter - Yellow	1.10
Color Pencils 12 ct	3.75
Color Markers 10 ct	6.50
Paperback Dictionary	9.95
Spanish/English Dictionary	9.95
Filler Paper 200 ct	2.75
Typing Paper 40 ct	2.60
Carbon Paper	0.35
Art Sketch Pad	4.75
8x11 Line Writing Tablet	1.50
Manilla Envelope N/C	0.35
Legal Manilla File Jacket	2.00
School Folders	1.25
All Occasion Note Card 8 ct	6.25
Greeting Card W/Envelope	1.50
#10 Plain Envelope	0.10
#10 Stamped Envelope	0.45
.34 Postage Stamp	0.34
.40 Postage Stamp	0.40
Tea Bags 10 ct.	0.50
Swiss Miss Hot Cocoa Singles	0.45
Crystal Light Fruit Punch Single Serve	0.45
Crystal Light Lemonade Single Serve	0.45
Crystal Light Raspberry Ice Single Serve	0.45
Crystal Light Ice Tea Single Serve	0.45
Classic Coke 20 oz.	1.29
Diet Coke 20 oz.	1.29
Sprite 20 oz.	1.29
Dr. Pibb 20 oz.	1.29

Mid-States Services, Inc.
Order/Price Selection

Minute Maid Orange	1.29
KIST Cola 20 oz. Plastic	1.15
DR. KIST Cola 20 oz. Plastic	1.15
KIST Root Beer 20 oz. plastic	1.15
Sulpher Springs Water 20 oz. plastic	0.75
Flour Tortillas-10 inch	1.50
Dill Pickle - Single	1.09
Hot Dill Pickle - Single	1.09
Sharp Cheddar Melt 4oz.	1.25
Nacho Cheddar Melt 4oz.	1.25
Mild Salsa 4oz.	1.10
Hot Beef Sausage 5oz	2.75
Beef Summer Sausage	2.75
Slim Jim Super Slim	1.09
Slim Jim Tobasco	1.09
Pickled Jalapeno 2ct Pack	0.59
Pickled Jalapeno Single Pack	0.59
CookQuick White Rice 7 oz	1.25
CookQuick White Rice 2 oz	0.50
CookQuick Inst Rice/Chili 2 oz	1.25
CookQuick Inst Rice w/Beans 2 oz	1.25
CookQuick Refried Beans "Hot" 8 oz	1.95
CookQuick Refried Beans Non-Fat" 8 oz	1.89
Spam 7oz Pull Ring	3.25
Potted Meat 4.5oz	1.25
Vienna Sausages 5oz	1.35
Sardines/Oil 3.75oz	1.69
Sardines/Mustard 3.75oz	1.69
Starkist Tuna/Oil 6oz	1.69
Lasagne Bucket	1.95
Beef Stew Bucket	1.95
Chili/Beans Bucket	1.95
Chicken/Noodles Bucket	1.95
Hormel Hot Chili/Beans	1.49
Hormel Beef Tamales	1.49
Pepper packets - 10 ct.	0.15
Salt Packets - 10 ct.	0.15
Salsa Del Sol - 10 ct.	1.15
Hot Sauce -10 ct.	0.80
Mayonnaise - 10 ct.	0.90
Mustard - 10 ct.	0.34
Ketchup - 10 ct.	0.48
Sweet Relish - 10 ct.	0.75
Asst. Jelly - 10 ct.	0.70
Honey - 10 ct.	1.15
Soy Sauce - 10 ct.	0.65
Sugar Packets -10 ct.	0.17
Creamer Packets - 10 ct.	0.27
Sugar Substitute - 10 ct.	0.15
T-shirts size small	4.50
T-shirts size medium	4.50
T-shirts size large	4.50
T-shirts size extra large	4.50
T-shirts size 2X	7.25
T-shirts size 3X	7.25
T-shirts size 4X	7.25
Boxers size small	3.50
Boxers size medium	3.50
Boxers size large	3.50
Boxers size extra large	3.50

Mid-States Services, Inc.
Order/Price Selection

Boxers size 2X	4.25
Boxers size 3X	4.25
Boxers size 4X	4.25
Briefs size small	3.25
Briefs size medium	3.25
Briefs size large	3.25
Briefs size extra large	3.25
Briefs size 2X	5.50
Briefs size 3X	5.50
Briefs size 4X	5.50
White Gym Shorts size small	6.50
White Gym Shorts size medium	6.50
White Gym Shorts size large	6.50
White Gym Shorts size extra large	6.50
White Gym Shorts size 2X	6.95
White Gym Shorts size 3X	6.95
White Gym Shorts size 4X	6.95
Women's Panties size 5	1.95
Women's Panties size 6	1.95
Women's Panties size 7	1.95
Women's Panties size 8	1.95
Women's Panties size 9	1.95
Women's Panties size 10	2.50
Women's Panties size 11	2.50
Women's Panties size 12	2.50
Women's Panties size 13	2.50
Women's Panties size 14	2.50
Sport Bra sizes 32 cup	7.50
Sport Bra sizes 33 cup	7.50
Sport Bra sizes 34 cup	7.50
Sport Bra sizes 35 cup	7.50
Sport Bra sizes 36 cup	7.50
Sport Bra sizes 37 cup	7.50
Sport Bra sizes 38 cup	7.50
Sport Bra sizes 39 cup	7.50
Sport Bra sizes 40 cup	7.50
Sport Bra sizes 41 cup	7.50
Sport Bra sizes 42 cup	7.50
Sport Bra sizes 43 cup	7.50
Sport Bra sizes 44 cup	7.50
Sport Bra sizes 45 cup	7.50
Sport Bra sizes 46 cup	7.50
Sport Bra sizes 48 cup	7.50
White Sport Socks	1.69
Thermal Top size small	6.50
Thermal Top size medium	6.50
Thermal Top size large	6.50
Thermal Top size extra large	6.50
Thermal Top size 2X	7.25
Thermal Top size 3X	7.25
Thermal Top size 4X	7.25
Thermal Bottom size small	6.50
Thermal Bottom size medium	6.50
Thermal Bottom size large	6.50
Thermal Bottom size extra large	6.50
Thermal Bottom size 2X	7.25
Thermal Bottom size 3X	7.25
Thermal Bottom size 4X	7.25
Sweat Shirt small	14.95
Sweat Shirt medium	14.95

Mid-States Services, Inc.
Order/Price Selection

Sweat Shirt large	14.95
Sweat Shirt extra large	14.95
Sweat Shirt 2X	16.95
Sweat Shirt 3X	16.95
Sweat Shirt 4X	16.95
Sweat Pants small	14.95
Sweat Pants medium	14.95
Sweat Pants large	14.95
Sweat Pants extra large	14.95
Sweat Pants 2X	19.95
Sweat Pants 3X	19.95
Sweat Pants 4X	19.95
Sweat Shorts small	15.95
Sweat Shorts medium	15.95
Sweat Shorts large	15.95
Sweat Shorts extra large	15.95
Sweat Shorts 2X	15.95
Sweat Shorts 3X	15.95
Sweat Shorts 4X	15.95
Hooded Sweatshirt small	19.95
Hooded Sweatshirt medium	19.95
Hooded Sweatshirt large	19.95
Hooded Sweatshirt extra large	19.95
Hooded Sweatshirt 2X	22.50
Hooded Sweatshirt 3X	22.50
Hooded Sweatshirt 4X	22.50
Orange Windbreaker small	29.95
Orange Windbreaker medium	29.95
Orange Windbreaker large	29.95
Orange Windbreaker extra large	29.95
Orange Windbreaker 2X	34.95
Orange Windbreaker 3X	34.95
Orange Windbreaker 4X	34.95
Thermal Top/Bottom Set small	14.95
Thermal Top/Bottom Set medium	14.95
Thermal Top/Bottom Set large	14.95
Thermal Top/Bottom Set extra large	14.95
Thermal Top/Bottom Set 2X	16.95
Thermal Top/Bottom Set 3X	16.95
Thermal Top/Bottom Set 4X	16.95
Hi-Top White Lace Up Tennis Shoes size	16.95
Hi-Top White Lace Up Tennis Shoes size	16.95
Hi-Top White Lace Up Tennis Shoes size	16.95
Hi-Top White Lace Up Tennis Shoes size	16.95
Hi-Top White Lace Up Tennis Shoes size	16.95
Hi-Top White Lace Up Tennis Shoes size	16.95
Hi-Top White Lace Up Tennis Shoes size	16.95
Hi-Top White Lace Up Tennis Shoes size	16.95
Velcro Lo-Bobs White Tennis Shoes size	10.00
Velcro Lo-Bobs White Tennis Shoes size	10.00
Velcro Lo-Bobs White Tennis Shoes size	10.00
Velcro Lo-Bobs White Tennis Shoes size	10.00
Velcro Lo-Bobs White Tennis Shoes size	10.00
Velcro Lo-Bobs White Tennis Shoes size	10.00
Velcro Lo-Bobs White Tennis Shoes size	10.00
Canvas Step-ins White size 5	9.95
Canvas Step-ins White size 6	9.95
Canvas Step-ins White size 7	9.95
Canvas Step-ins White size 8	9.95

Mid-States Services, Inc.
Order/Price Selection

Canvas Step-ins White size 9	9.95
Canvas Step-ins White size 10	9.95
Canvas Step-ins White size 11	9.95
Canvas Step-ins White size 12	9.95
Canvas Step-ins White size 13	9.95
Canvas Step-ins Navy size 5	9.95
Canvas Step-ins Navy size 6	9.95
Canvas Step-ins Navy size 7	9.95
Canvas Step-ins Navy size 8	9.95
Canvas Step-ins Navy size 9	9.95
Canvas Step-ins Navy size 10	9.95
Canvas Step-ins Navy size 11	9.95
Canvas Step-ins Navy size 12	9.95
Canvas Step-ins Navy size 13	9.95
P.V.C. Deluxe Shower Shoe size 7	4.75
P.V.C. Deluxe Shower Shoe size 8	4.75
P.V.C. Deluxe Shower Shoe size 9	4.75
P.V.C. Deluxe Shower Shoe size 10	4.75
P.V.C. Deluxe Shower Shoe size 11	4.75
P.V.C. Deluxe Shower Shoe size 12	4.75
P.V.C. Deluxe Shower Shoe size 13	4.75
Men's X-Straps Shower Thong size small	1.95
Men's X-Straps Shower Thong size medium	1.95
Men's X-Straps Shower Thong size large	1.95
Men's X-Straps Shower Thong size extra	1.95
Women's Pitty-Pats White Tennis Shoes	9.50
Women's Pitty-Pats White Tennis Shoes	9.50
Women's Pitty-Pats White Tennis Shoes	9.50
Women's Pitty-Pats White Tennis Shoes	9.50
Women's Pitty-Pats White Tennis Shoes	9.50
Women's Pitty-Pats White Tennis Shoes	9.50
Women's Pitty-Pats White Tennis Shoes	9.50
Athletic Shoe Laces white only	0.35
HOYLE Jumbo Playing Cards	2.50
UNO Playing Cards	9.95
Word Puzzle Book	6.50
Checker Set	8.75
Chess Set	12.50
Dominoes	4.75
Clear AM/FM Radio	25.00
Replacement Earphones	4.98
White Economy Wash Cloth	0.95
Single White Handkerchief	1.00
AA Battery Singles	1.00
AAA Battery Singles	1.10
Can Opener	5.25
Plastic SPORK	0.45
Plastic Bowl	1.75
10 oz. Plastic Cup	1.75
Immersion Heater	5.25
Hot Pot	21.95
Plastic Security Locks	16.95
Photograph Tokens	0.65
Denton Indigent Package	5.50
Denton Welcome Package	1.00

Cookies/Nuts/Crackers

Granola Bar Oat/Honey	0.75
Micro Popcorn/Single	0.85

Mid-States Services, Inc.
Order/Price Selection

Sunflower Seed/Shell	0.95
Plant Honey/Roasted Peanuts	0.65
Plant Salted Peanuts	0.65
Nabisco Toast/PBC	0.60
Nabisco Cheese/PBC	0.60
Nabisco Saltine 4 oz.	2.45
Ritz Cracker 4 oz.	2.45
Fig Newton 2 oz.	0.85
Chips Ahoy 1.4 oz.	0.90
Nutter Butter 1.9 oz.	0.85
Oreo 1.8 oz.	0.85
Iced Oatmeal 4 oz.	0.90
Duplex Cream 5 oz.	0.90
Banana Moon Pie	0.95
Chocolate Moon Pie 2.75 oz.	0.95
Peanut Butter Cookie Tray	0.90
Chocolate Chip Cookie Tray	0.90
Club Crackers	2.45
Creamy Peanut Butter 18 oz.	3.29

Tobacco

USA Menthol 100's	3.25
USA Full Flavor 100's	3.25
Camel Filter King	3.95
Kool Menthol King	3.95
Marlboro Filter King	3.95
Marlboro Lt Filter King	3.95
Newport Menthol King	3.95
Winston Filter King	3.95
Generic Full Flavor 100's	2.99
Generic Menthol 100's	2.99
Louisanna Full Flavor	2.99
Louisanna Menthol	2.99
Skoal Longcut Class	4.50
Copenhagen Fm's Cut Metal Top	4.50
Skoal Longcut Wintergreen	4.50
Black/Mild Cigars	2.39
Swisher Sweet Cigar	2.39
Pouch Tobacco - Reg	1.75

Mid-States Services, Inc.
Order/Price Selection

Pouch Tobacco - Menthol	1.75
Can Tobacco - Reg	8.95
Can Tobacco - Menthol	8.95
Wooden Safety Matches	0.15
Book Matches	0.10
Cigarette Roll Papers	1.00
Cigarette Roll Machine	2.95

Candy

Snickers	0.80
M&M Peanut	0.80
Reese's Peanut Butter Cup	0.80
Hershey's with Almonds	0.80
Kit Kat	0.80
Almond Joy	0.80
Mounds	0.80
PayDay	0.80
Butterfinger	0.80
Mr Goodbar	0.80
Jolly Rancher Fire Stick	0.20
Jolly Rancher Apple Stick	0.20
Jolly Rancher Watermelon Stick	0.20
Jolly Rancher Assorted Kisses 3 oz. Bag	1.18
Life Saver Butter Rum Roll	0.60
Life Saver Five Flavor Roll	0.60
Life Saver Pep-O-Mint Roll	0.60
Asst. sugar free candy	1.85

Coffee

Freeze Dried Coffee 3 oz.	3.75
Folgers Single Serve Coffee	0.40
Tasters Choice Singles	0.35
Freeze Dried Coffee 1.3 oz.	1.85

Chips/Pastries

Cheeto Crunchy	0.60
Cheeto Flamin Hot	0.60
Frito Original	0.60
Frito Chili/Cheese	0.60
Ruffle Potato Chip	0.60
Ruffle KC Masterpiece	0.60
Dorito Nacho Cheese	0.60
Dorito Cool Ranch	0.60
Rold Gold Pretzels	0.60
Hot Habanero Chip	0.60
Hot BBQ Pork Skin	0.60
Crunch N Munch 1.25 oz.	0.60

FINANCIAL ARRANGEMENT

- A. Terms: Net 30.
 - B. Mid-States agrees to pay Sheriff's Office the greater of \$50,000 per year, payable quarterly - or 24% of sales net of taxes, tobacco products and United States Postage or Postal Products. The commission will be paid by the 20th for the previous month's activities.
 - C. All hardware and software will be the responsibility of Mid-States.
 - D. All computer supplies for the commissary computer including ribbons, computer paper, order forms, etc. will be the responsibility of Mid-States Services.
 - E. Phone line for the modem will be paid for by Mid-States Services.
 - F. Applicable sales tax will be added to price of items.
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RESPONSIBILITIES ARRANGEMENT

SERVICE/EQUIPMENTMID-STATESCOUNTY

Required Insurance
 Computer Hardware & Software
 Maintenance
 Commissary Storage
 Long Distance Modem Charges
 24 Hour Hot Line
 Cost of System

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COMPUTER OPERATION

Opening New Account
 Adding Funds to Trust Funds
 Closing Account
 Draw Funds
 Locations update
 "TouchTrak" con-cart
 Computer Support
 Supplies

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PROCESSING ORDERS

Inventory
 Shrinkage
 Spoilage/Dates
 Labor for "con-cart"
 Paper Receipt
 Storage space

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CLIENTS AND REFERENCES

TARRANT COUNTY SHERIFF'S OFFICE

Sheriff Dee Anderson
(817) 884-1300
300 W. Belknap
Fort Worth, Texas 76196-0193

Savala Swanson
Chief Deputy of Confinement Support Service
(817) 884-3192
Fort Worth, Texas 76196-0196

DALLAS COUNTY SHERIFF'S OFFICE

Sheriff Jim Bowles
(214) 653-2901
133 N. Industrial
Dallas, Texas 75207

NACOGDOCHES COUNTY SHERIFF'S OFFICE

Sheriff Thomas Kerss
(409) 560-7790
2306 Douglass Road
Nacogdoches, TX 75961

COLLIN COUNTY SHERIFF'S OFFICE

Sheriff Terry Box
Randy Clark, Detention Administrator
4300 Community Avenue
McKinney, TX 75070

MCLENNAN COUNTY SHERIFF'S OFFICE

Sheriff Larry Lynch
Captain Johnny Mynar
219 North 6th Street
Waco, TX 76701
(254) 757-5000

CONCLUSIONS

"ADVANTAGES"

1. Mid-States will provide all insurance required by Williamson County Sheriff's Office and be responsible for both our personnel and product sold.
 2. Guards and Personnel can be used for other activities.
 3. No increase in prices without Williamson County Sheriff's Office approval.
 4. All items sold through Commissary will be approved by your administration.
 5. Computer time is minimized for jail personnel.
 6. New computer at no cost to Sheriff's Office.
 7. Automatic backup of data, should there be a complete hardware failure.
 8. Constant communication between Williamson County's staff and Mid-States employees will keep your commissary running smoothly and efficiently.
 9. No more product rotation and more room for Sheriff's Office.
 10. Provides receipt with current balance.
 11. Several hundred name brand products available.
 12. We believe your inmates are very important customers, but that they are in a correctional environment.
 13. Mid-States believes that commissary is a privilege and can be a very effective tool in behavior modification.
 14. Mid-States will buy from the Sheriff's Office all usable existing inventory at invoice price.
-

COMMISSARY SERVICE AGREEMENT

1. This agreement, made the _____ by and between The Williamson County Sheriff's Office, office located at 508 South Rock Street, Georgetown, TX 78626 (hereinafter referred to as "Client") and Mid-States Services, Inc., a Texas Corporation, with principal office at 860 Airport Freeway West, Suite 200, Hurst, TX 76054 (hereinafter referred to as "Mid-States").
2. This agreement will become effective as of _____, if mutually agreed to by both The Williamson County Sheriff's Office, and Mid-States Services, Inc.

3. **WITNESSETH THAT:**

The Client hereby grants to Mid-States Services, Inc., the exclusive rights to provide inmate commissary service to Client.

WHEREAS, Client desires to avail itself of Mid-States Services, and WHEREAS, Mid-States desires to provide its Inmate Commissary Services for Client, NOW HEREOF, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, agrees as follows:

4. **CLIENT'S GRANT TO MID-STATES**

The Client grants unto Mid-States, as an independent contractor, the exclusive right to sell commissary products to inmates in the above referenced jails.

5. **MID-STATES RESPONSIBILITIES**

- A. Pursuant to the provisions of the Agreement, Mid-States will purchase, and maintain at high standards of quality, such mutually agreed number and type of inventory items at mutually agreed locations for the sales of food products, non-alcoholic beverages, and other such articles and will keep the inventory adequately serviced and supplied with appropriate merchandise in good quality. Mid-States warrants that prices are subject to ordinary price increases that might, from time to time be necessary due to market factors beyond the control of Mid-States, during the term of this contract.
 - B. Mid-States agrees to comply with all applicable Federal, State and Local laws and regulation pertaining to wages and hours of employment.
 - C. Mid-States agrees to provide Commissary Services at least twice a week for inmates of Williamson County Jail Sheriff's Office.
-

6. FACILITIES AND EQUIPMENT:

The Client has the option to select and designate the time and places of service and type of products sold. Mid-States Services, Inc., guarantees that all equipment installed will be new or like new and have the approval of the local health offices and that the equipment will meet the specifications published by the United States Public Health Federation and the National Sanitation Foundation.

It is hereby agreed that neither the Sheriff nor Client assumes any responsibility whatsoever for any damage to the equipment while on its premises, unless the equipment is willfully abused or misused.

7. INDEMNIFICATION

A. Mid-States shall indemnify Client against any loss, damage, injury or death caused by Mid-States negligent acts or omissions or the negligent acts or omissions of Mid-States agents or employees, or losses, damages, injuries or death caused by Mid-States negligence and arising out of the consumption or use of the Products sold; provided, however, that nothing contained herein shall require Mid-States to defend or indemnify Client for losses, damages, injuries or death arising out of the negligence of Client, its agents or employees.

B. Mid-States obligation to hold Client harmless pursuant to the Agreement shall be dependent upon Client promptly notifying Mid-States in writing of any such claims or lawsuits against either Mid-States or Client, but in no event not later than thirty (30) days after the date Client first receives notification.

8. MENUS AND SERVICE SPECIFICATIONS:

The Client and Mid-States Services, Inc., will mutually agree on prices and service specifications, and in absence of such a mutual agreement the Sheriff shall make such decisions as to prices and services specifications.

9. LICENSES, PERMITS AND TAXES:

Mid-States Services, Inc., will be responsible for all federal, state and local license and permits in connection with the commissary it provides for the Williamson County Jails, except that Mid-States Service, Inc., will have no liability for real estate or other taxes levied on property or equipment owned by the Williamson County Sheriff's Office.

10. INSURANCE:

Mid-States Services, Inc. agrees to provide Workmen's Compensation, Comprehensive (including Product Liability), Bodily Injury and Property Damage Liability Insurance for the amounts to be sufficient minimum insurance for the mutual protection of Client and Mid-States Services, Inc. Mid-States Services, Inc. will furnish to Client certificates of insurance indicating that such coverage is in effect, and will annually furnish to Client, certificates of insurance indicating that such coverage is in effect and there has been no lapse of coverage.

11. FINANCIAL ARRANGEMENTS**A. COMMISSARY COMMISSION PAYMENT**

The commission to be paid to the Williamson County Sheriff's Office shall be the greater of \$50,000 per year, payable quarterly – or 24% of sales net of:

- United States Postage or Postal Products
- Tobacco and Tobacco Products
- Taxes

The commission check will be due by the 20th of each month for the prior month's activity.

B. Terms: Net 30 days.**12. INDEPENDENT CONTRACTOR RELATIONSHIP:**

It is mutually understood and agreed, and it is the intent of the parties that; subject where applicable, to the terms and conditions set forth in the direct sales to Client financial arrangement, if such is used, an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement; that employees of Mid-States are not nor shall they be deemed to be employees of Client and, that employees of Client are not nor shall they be deemed to be employees of Mid-States Services, Inc.

13. MID-STATES TITLE TO THE SOFTWARE AND HARDWARE:

- A. All software installed by Mid-States pursuant to the provisions of this Agreement are and shall at all times remain the property of Mid-States, with title vested in Mid-States, and Client shall have no property interest in said software. Client agrees to permit only employees and agents of Mid-States to remove, open, copy or tamper with said software of Mid-States.
- B. All hardware installed by Mid-States shall remain the property of Mid-States.
- C. All Maintenance, Repair, or Replacement of hardware shall be the responsibility of Mid-States under normal operating conditions. Mid-States will not be responsible if equipment is abused or used for other purposes other than commissary functions.

14. COMMENCEMENT AND TERMINATION

This Agreement shall become effective as of the ____ day of _____, 2001 and shall remain in effect until September 30, 2002. It shall thereafter renew itself automatically for similar periods until notice of termination in writing is given by either party by registered mail at least ninety (90) days prior to the expiration of this Agreement, or any renewal term hereof.

- A. If either party shall refuse, fail or be unable to perform or observe any of the terms or conditions of this agreement for any reason other than excused performance reasons stated in Section 15 hereof, the party claiming such failure shall give the other party a written notice of such breach. If within (30) days from such notice the failure has not been corrected, the injured party may cancel this agreement. Mid-States may cancel this agreement with 30 days notice if its operation becomes unprofitable.
 - B. Until the termination or expiration of this Agreement, Mid-States shall as soon thereafter as is feasible, remove its software and hardware.
-

15. EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority; either local, state or Federal or because of riot, war, public disturbances, strikes, lockouts differences with workman, fires, flood, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligation hereunder (other than the payment of monies) during the period of such suspension of performance of duties hereunder.

16. NOTICES:

All notice to The Williamson County Sheriff's Office shall be addressed to it at:

All notices to Mid-States Services, Inc. shall be addressed to it at:

The Williamson County Sheriff's Office
508 South Rock Street
Georgetown, TX 78626

Mid-States Services, Inc.
860 Airport Fwy. West, Suite 200
Hurst, TX 76054

17. GOVERNING LAW:

This Agreement shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals of the day and year first above written.

THE WILLIAMSON COUNTY
SHERIFF'S OFFICE

MID-STATES SERVICES, INC.

BY: _____
John A. Maspero

BY: _____
John F. Sammons, Jr.

TITLE: Sheriff

TITLE: Chairman & CEO

WITNESS

BY: _____

DATE: _____

TITLE: _____

WILLIAMSON COUNTY BID FORM**COMMISSARY SERVICES FOR THE WILLIAMSON COUNTY JAIL**

BID NUMBER: 01WC323

BID OPENING DATE & TIME: JULY 24, 2001 - 2:00 PM

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, Specifications, and Special Provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME OF BIDDER: Swanson Services CorporationMailing Address: 12714 O'Connor RoadCity: San AntonioState: TXZip: 78233Email Address: frmun@swansonsonetTelephone: (210) 599-2250Fax: (210) 599-2912
Signature of Person Authorized to Sign BIDDate of BID: 7/24/01Name and Title of Signer: Ford R. Munn - Director

(Please Print or Type)

PLEASE COMPLETE THE FOLLOWING:Prompt Payment Discount: 26* % Net 30 days. (If no discount is offered, Net 30 will apply.)☐ "all or none" basis. (Will accept award of "all" items only. If left blank, low item will apply.)☐ low item basis. (Will accept award on "any or all" items.)

List Additional Limitations if applicable: _____

* See Financial Section for Options

DO NOT SIGN OR SUBMIT THIS FORM
WITHOUT READING ENTIRE DOCUMENT

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH BID

Williamson County - RFP #4202-01
Bid Package for Jail Commissary
Swanson Services Corporation®

SECTION VI: FINANCIAL PROPOSAL

A. *Commission Statement*

Based on the proposal included on the previous pages and a comprehensive menu using a market pricing philosophy, Swanson is prepared to pay a commission to Williamson County on net sales.

FOB-Dock	26% Commission
FOB-Inmate	23% Commission

Swanson operates with twelve Fiscal Accounting Periods, divided into 4-4-5 Week quarters. Each week begins on Sunday and ends on Saturday. At the end of each Fiscal Accounting Period a Weekly Sales Summary with each weeks total sales will be included. The commission payment will be calculated on Net Sales, which are defined as, "gross sales less any applicable sales tax and credits. Commission is not paid on stamps, stamped envelopes, indigent items or any item(s) determined to be sold at or near cost".

Cobra Banker™ has a unique feature in that you can print a Sales Summary Report, that will detail your sales by line item, calculate your profit and determine the sales tax collected, at any time and for any time period (day-week-month-quarter-year). This report is available to Williamson County at any time.

The Period Sales Summary and commission check are typically sent to your facility within two weeks after the close of each Fiscal Accounting Period.

Swanson is a professional management company. Our intent is to design and implement a commissary service that is cost effective and meets the financial objectives of Williamson County. We will be pleased to meet with your staff at any time, to develop a program that combines level of service, retail prices and revenue rate that will meet your objectives. On the following pages are a listing of commissary products with recommended retail pricing.

Williamson County - RFP #4202-01
Bid Package for Jail Commissary
Swanson Services Corporation®

B. Distribution Center Product List

May 2001
Western Division

SWANSON SERVICES CORPORATION®

DISTRIBUTION LIST

** This is only a sample of the items available from Swanson. If there is an item that you would like, but is not listed, please contact your Regional Sales Manager. Prices and products are subject to change per the agreements in the contract.**

PERSONAL HYGIENE

1213	Deodorant Soap	3.2 oz	\$0.90
1214	Dove Like Soap	5 oz	\$1.00
1216	Soap	3.1 oz.	\$0.80
1217	COCOA BUTTER	4.5oz	\$0.80
1319	Suave Shampoo	14.5 oz	\$3.27
1307	DANDRUFF	11 oz.	\$2.45
1301	Shampoo	4 oz.	\$1.50
1304	Shampoo, Large	15 oz.	\$2.45
1313	Denorex	4 oz	\$4.69
1309	Conditioner	4 oz.	\$1.50
1311	Conditioner, Large	15 oz.	\$2.99
1225	Dial Like Soap	5 oz.	\$1.50
1322	styling gel	4 Oz	\$2.00
1404	Lady Speed Stick	1.5 oz.	\$2.95
1405	Generic Stick	2.8oz	\$2.25
1504	Toothpaste - Gel	2.7 oz.	\$1.99
1501	Toothpaste	1.5 oz.	\$1.50
1511	Denture Adhesive	2.5 oz.	\$4.00
1514	Toothbrush	Med	\$1.25
1515	Toothbrush/Short	Med	\$0.49
1512	Denture Cleanser	four tabs	\$0.65
1601	Baby Powder	4 oz.	\$1.50
1608	Baby Oil	4 oz.	\$1.50
1609	Lotion	4 oz.	\$1.50
1617	Petroleum Jelly	4 oz.	\$1.60
1618	Medicated Skin cream	2.5 oz.	\$2.25
1411	Roll On	2.5 oz	\$2.25
1901	Tylenol Ex. Strength	500mg	\$0.75
1701	Shaving Cream(Tube)	3 oz.	\$2.26
1704	Depilatory(Magic Shave)	6 oz.	\$4.10
1710	Pocket Comb-5"	5 in.	\$0.25
1714	Afro Pick	Short	\$0.65
1718	Palm Brush	1 each	\$4.00
1810	Bergamont	4 oz	\$2.25
1806	Hair Food	4 oz	\$2.25
1802	Hair Dressing	4 oz.	\$2.25
1707	Protein 29	3 oz	\$3.60
1717	Hairbrush / handle	1 each	\$2.25
1814	Oil Sheen	10 oz	\$3.75
1906	Great Start Vitamins	100	\$3.25
1907	Ibuprofen Tabs (2)	200mg	\$0.60
1911	Cough Drops	Roll	\$1.00

PERSONAL HYGIENE

		Unit	Unit Price
1912	Roloids	Roll	\$1.00
1918	Anti Fungal Cream	.5 oz.	\$3.25
1920	Acne Cream	1 oz.	\$2.65
1827	Dark And Lovely Gel	5 oz	\$3.00
1828	Hair Moisturizer	4 oz	\$5.00
1306	Dandruff Shampoo	4 oz.	\$1.50
1927	Chapstick	.15 oz.	\$1.95
1934	Foot Powder	4 oz.	\$2.50
1954	Foam Rollers	12	\$2.50
1959	Doo Rag		\$2.50
1960	Douche	6 oz.	\$2.00
1962	Tampax - Super	8 ea.	\$3.65
1963	Sanitary Napkins	16 ea.	\$2.00
1965	Emery Board	4.5 inch	\$1.15
1969	Cotton Swabs	300ct	\$1.75
1510	Mouthwash	bottle	\$2.00
1926	Saline Solution	12 oz	\$3.50
1937	Anti-Fungal Powder	45 gm	\$4.50
1979	Alka Seltzer	2 tab	\$0.70
1938	Decongestant Tab	2 tab	\$0.70
1939	Oral - Gel		\$6.25
1940	Generic Pepto		\$0.70
1955	Shower Cap		\$0.40
1964	Panty Shields		\$2.50
1978	Menstral Tabs		\$1.45

CANDY

2002	M & M Plain	1.69 oz.	\$0.70
2003	M & M Peanuts	1.74 oz.	\$0.70
2005	Mars	1.76 oz	\$0.70
2008	Snickers	2.07 oz.	\$0.70
2009	Baby Ruth	2.1 oz.	\$0.70
2010	Butterfinger	2.1 oz.	\$0.70
2023	Mr Goodbar	1.75 oz	\$0.70
2026	Watchamacallit	1.7 oz	\$0.70
2019	Twix	2 oz	\$0.70
2021	Peanut Butter Cups	1.6 oz.	\$0.70
2022	Payday	1.85 oz	\$0.70
2027	Nutrageous	1.6oz	\$0.70
2006	Milky Way	2.15 oz	\$0.70
2101	Peanuts	1 oz.	\$0.65
2111	Kit Kat	1.5 oz	\$0.70
2104	Honey Roast Peanuts	1 oz.	\$0.70
2105	Granola Bar	1.6oz	\$0.70
2106	P/B Cheese Crackers	1.4 oz.	\$0.65
2014	Nestle Crunch	1.55 oz	\$0.70
2108	Oreos	1.8 oz.	\$0.68
2109	Fig Bar	2 oz.	\$0.70
2018	3 Musketeers	2.13 oz	\$0.70
2201	Five Flavor	.95oz	\$0.69
2204	Jolly Rancher	4 oz.	\$1.15
2206	Fire Jolly Rancher	4 oz.	\$1.15
2207	Butterscotch Buttons	4oz	\$1.15
2208	Lemon Drops	4oz	\$1.15
2209	Sour Fruit Balls	4oz	\$1.15
2211	Star Mints	4oz	\$1.15
2049	Snickers Munch	1.42 oz	\$0.70
2001	Almond Joy	1.76 oz	\$0.70
2212	Rootbeer Balls	4.5 oz	\$0.70
2301	Licorice	2.5 oz	\$0.70
2303	Carmel	3.0 oz	\$1.15
2306	Starburst	2.07 oz	\$0.70
2311	Breath Mints	1 oz	\$0.70
2313	Peppermint Candy	65 oz	\$0.70
2401	Spearmint Gum	1 pack (5)	\$0.70
2107	Cheese and Wheat	pack	\$0.65

TOBACCO

3341	Top Tobacco	TX	\$1.25
3342	Menthol Top	TX	\$1.25
3343	Buglar	TX	\$1.50
3344	Kite Menthol Tobacco	TX	\$1.50
3345	Skoal Classic	TX	\$4.50
3346	Skoal Straight	TX	\$4.50
3347	Skoal wintergreen	TX	\$4.50
3348	Skoal Sherry	TX	\$4.50
3349	Camel Filter	TX	\$4.25
3350	Swisher Tip	TX	\$2.00
3351	Swisher Non Tip	TX	\$3.25
3353	Generic Regular	TX	\$3.25
3354	Generic Menthol	TX	\$3.75
3355	Marlboro	TX	\$4.25
3356	Camel	TX	\$4.25
3357	Kool	TX	\$4.25
3358	Marlboro Lights	TX	\$4.25
3359	Pall Mall	TX	\$4.25
3970	Cig Papers	TX	\$1.00
3974	Matches	TX	0.15

DRINKS

ITEM	DESCRIPTION	UNIT	PRICE
4002	Coffee	1.7 gm	\$0.35
4104	Sugar Substitute (10)	Packet	\$0.60
4105	Creamer (10)	Packet	\$0.50
4201	Fruit Prunch	Packet	\$0.35
4204	Orange Drink	Packet	\$0.35
4202	Cherry Drink	10 Pak	\$0.35
4203	Lemonade Drink	1 Ea.	\$0.35
4102	Sugar 10 pk	10 Pak	\$0.60
4005	Cocoa	1 oz	\$0.55
4004	Coffee Bag	4 oz	\$4.85
4001	Tea		\$0.35

SNACKS AND CHIPS

ITEM	DESCRIPTION	QTY	PRICE
5018	BBQ Cornnuts	1.5 oz	\$0.85
5012	Cheese Popcorn		\$0.65
5002	BBQ, Large	1.5 oz	\$0.85
5014	Microwave Popcorn	3.5 oz.	\$0.85
5015	Micro-Flavored Popcorn	3.5oz	\$0.85
5001	Plain Chips, Large	1.5 oz	\$0.85
5006	Doritos	1.75 oz	\$0.85
5044	Fritos, Large	2.75oz	\$0.85
5045	Cheetos, Large	1.75 oz.	\$0.85
5007	Jalepeno Chips	1 oz	\$0.85
5025	Crunch n Munch	1.25 oz	\$0.69
5026	Gardettos	1.75 oz	\$0.70
5032	Hot Fries	1 oz	\$0.65
5036	Hot Pork Skins	2 oz.	\$1.60
5038	Pork Skins	2 oz.	\$1.60
5109	Spicy Mix	Bag	\$0.70
5206	Cheese -Its	1.5 oz	\$0.65
5208	Saltines	Pack of 8	\$0.30
5415	Oatmeal Cream Pie	2.5 oz	\$0.69
5433	Powdered Doughnuts	2.5 oz	\$0.69
5434	Chocolate Doughnuts	23 oz	\$0.69
5602	Meat Sticks	1.125 oz	\$0.60
5606	Peanut Butter Jar	18 oz	\$3.99
5612	Hot Sauce	6 oz	\$1.00
5613	Salt	10 pack	\$0.40
5614	Pepper	10 pack	\$0.40
5302	Oatmeal Cookies	2.75 oz.	\$0.65
5307	Moon Pie (chocolate)	2.75 oz	\$0.68
5305	Fudge Bownies	3.0 oz.	\$0.70
5306	Moon Pie (Vanilla)	2.75 oz.	\$0.68
5308	Moon Pie (Banana)	2.75 oz	\$0.68
5313	Choc. Chip Cookies	2 oz.	\$0.68
5313	Duplex Tray Cookie	5 oz	\$0.99
5324	Vanilla Wafers	2.0 oz.	\$0.65
5317	Lemon Tray Cookie	5 oz	\$0.99
5409	Choc. Cup cake	3 oz	\$0.69
5402	Honey Bun	4.5 oz.	\$0.99
5701	Cup Of Noodles	2.25 oz	\$0.90
5714	Chicken Pouch Soup	3 oz	\$0.65
5717	Shrimp pouch	3 oz	0.65
5720	Beef Pouch	3 oz	0.65
5401	Cinnamon Roll-Texas	4 oz	0.99
5315	Vanilla Tray Cookies	5 oz.	0.99

MICELLANEOUS

6001	Legal Pad	8.5 X 11"	\$1.25
6004	Sketch Pad	9 X 12"	\$1.25
6007	Plain Envelopes	# 10	\$0.10
6008	Legal Size Envelopes	9 x 12"	\$0.25
6011	Stamped Envelope		\$0.45
6013	Stamp Book /10		\$3.40
6019	Pen - Black		\$0.65
6021	Bic Pen- Black		\$0.65
6024	Colored Pencils	Set	\$2.00
6002	Legal Pad 5 x 14	one	\$1.75
6047	pocket folder		\$0.85
6202	Tumbler w/Lid	22 oz.	\$0.90
6216	Soap Box		\$1.00
6210	Tooth Brush Holder		\$0.85
6301	Playing Cards		\$2.75
6303	Dominos	Set	\$3.75
6304	Checkers	Set	\$4.50
6201	plastic spoon		\$0.10
6311	Sony Walkman		\$19.95
6314	Replacement Ear Buds		\$2.75
6320	Battery	AA	\$1.75
6323	Battery	AAA	\$1.75
6307	UNO Cards	one pk.	\$5.00

CLOTHING

8001	Socks	White	\$1.50
8002	Hankies	white	\$1.00
8004	washcloth		\$0.75
8102	T Shirt	Medium	\$3.10
8103	T Shirt	Large	\$3.35
8104	T Shirt	X Large	\$3.45
8105	T Shirt	XXL	\$3.75
8106	T Shirt	3xl	\$4.50
8201	Briefs	sm	\$2.95
8202	Briefs	med	\$2.95
8203	Briefs	lg	\$2.95
8207	Boxer Shorts	Small	\$3.25
8208	Boxer Shorts	Medium	\$3.25
8209	Boxer Shorts	Large	\$3.25
8210	Boxer Shorts	X Large	\$3.25
8204	Brief	Xlarge	\$2.95
8404	Ladies Panties	X-Large	\$2.00
8402	Ladies Panties	6	\$1.75
8403	Ladies Panties	9	\$2.00
8407	Sports Bra	32	\$8.00
8408	Sports Bra	34	\$8.00
8409	Sports Bra	36	\$8.00
8410	Sports Bra	38	\$8.00
8510	Shower shoes	med	\$1.79
8511	Shower shoes	large	\$1.79
8512	Shower shoes	X-large	\$1.79

AGENDA ITEM 38

Consider authorizing advertising and setting date to receive annual bids for Prescription Drugs for Indigent Care-Cedar Park area.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To authorize advertising and setting date to receive annual bids for Prescription Drugs for Indigent Care-Cedar Park area for September 18, 2001, at 2:00 p.m. in the County Auditor's office.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

AGENDA ITEM 39

Consider authorizing advertising and setting date to receive annual bids for contract towing service for the Sheriff's Dept.-Southeast area.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To authorize advertising and setting date to receive annual bids for contract towing service for the Sheriff's Department-Southeast area, for September 18, 2001, at 2:15 p.m. in the County Auditor's office.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

AGENDA ITEM 40

Consider authorizing advertising and setting date to receive annual bid for asphalt mixes.

Moved: **Judge Doerfler**

Seconded: **Commissioner Boatright**

Motion: To authorize advertising and to set date to receive annual bids for asphalt mixes for September 18, 2001, at 2:30 p.m. in the County Auditor's office.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

AGENDA ITEM 41

Consider awarding contract for Outside Audit Services.

Moved: **Commissioner Limmer**

Seconded: **Judge Doerfler**

Motion: To table this agenda item until the September 4, 2001 meeting.

Vote: 4 - 0 with Commissioner Heiligenstein absent from the meeting.

< Attachment >