

#26



**Request for Proposal (RFP NO. 2021-CM-007)
Inmate Commissary Services**

Navarro County Justice Center

April 9th, 2021

**Navarro County Auditor's Office
300 W 3rd Ave, Suite 4
Corsicana, Texas 75110**

Original



Lone Star Commissary

3664 State Hwy 19

Huntsville, TX 77320

Office: 936-594-8333

FAX: 936-594-8337

lonestarcmm@lonestarcommissary.com

Navarro County
300 W. Third Ave. Suite 4
Corsicana, Texas 75110

April 9th, 2021

Dear Navarro County,

Thank you for allowing us the opportunity to present to the Navarro County Sheriff's Office for the purpose to provide Inmate Commissary Services for Navarro County. Lone Star Commissary has been created at the request of a number of Texas Sheriffs, with the express goal of supplying counties with *customer-centered* commissary services. Lone Star's mission is to **know** our clients **personally**, and **individually**, and have them know us in order to maintain an open, collaborative relationship with county administration and staff.

Lone Star Commissary will provide a cost-effective, computerized Inmate Accounting System modified to the specifications of government auditor's reporting standards. We will furnish and maintain all facility hardware and software at no cost to Navarro County, while giving you the highest quality commissary goods at a price comparable to retail.

Please give us a call 936-594-8333, or my cell phone at 936-661-7492 if we can provide any additional information. We hope that you join the growth of our company, which will offer you the best in modern technology, while holding true to the old-fashioned ideas.

Lone Star Commissary

Where the customer not only comes first, he is still always right!

Sincerely,

Tim Calcote

Chief Operating Officer

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NAVARRO COUNTY AUDITOR'S OFFICE

300 West 3rd Ave, Suite 4
Corsicana, Texas 75110
E-mail: tgillen@navarrocounty.org

Natalie Robinson, First Assistant
Kaye Martin, Assistant
Patty Mosley, Assistant
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County Auditor

Phone: (903) 654-3095 Fax: (903) 654-3097

March 29, 2021

RFP 2021-CM-007 Inmate Commissary Services

Open Date – April 12, 2021 at 10:00 a.m.

The enclosed *Invitation to Bid/Proposal, Instructions/Terms of Contract and Specifications/Response Forms* are for your convenience in bidding and/or submitting proposal for the referenced products or services for Navarro County Justice Center.

Sealed Bid/Proposals shall be submitted no later than:

Friday, April 9, 2021 by 2:00 p.m.

Mark Envelope: RFP 2021-CM-007 Inmate Commissary Services

Bid/Proposals must be signed and dated by a person having the authority to bind the vendor in a contract. Bid/Proposals that are not signed and dated will be rejected.

Navarro County appreciates your time and effort in preparing a Bid/Proposal. Please note that all Bid/Proposals must be received at the designated location by the deadline shown. Bid/Proposals received after the deadline will not be considered for award of the contract, and will be returned unopened. Bid/Proposals will be awarded in the Courtroom of the Navarro County Courthouse, Corsicana, Texas. You are invited to attend.

The bidder/proposer may withdraw Bid/Proposals at any time prior to the official opening. Alterations made before the opening time must be initialed by the bidder/proposer to guarantee the authenticity of the change. After the official opening, bids may not be amended or altered and may not be withdrawn without the approval of the Commissioners Court.

Navarro County is aware of the time and effort you expend in preparing and submitting Bid/Proposals to the County. Please let us know of any Bid/Proposal requirements which are causing you difficulty in responding to our Bid/Proposals. We want to make the process as easy and painless as possible so that all responsible vendors can compete for the County's business.

Awards should be made no later than two weeks after the Bid/Proposal opening date. To obtain results, or if you have any questions, please contact the Navarro County Auditor's Office at 903-654-3095.

NAVARRO COUNTY
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INVITATION TO BID

By order of the Commissioners Court of Navarro County, Texas, sealed Bid/Proposals will be accepted for:

Inmate Commissary Services

Navarro County reserves the right to reject any or all Bid/Proposals for the products covered in this Bid/Proposal request and to waive any informalities or defects in the Bidding/Proposing and to accept such Bids/Proposals as it shall deem to be in the best interest of Navarro County Justice Center.

BID/PROPOSALS MUST BE SUBMITTED on the forms included for that purpose on pages 9-15. Each Bid/Proposal should be signed by a person having the authority to bind the vendor in a contract, placed in a sealed envelope and marked clearly on the outside as shown below:

Bid/Proposals should be clearly marked - *RFP 2021-CM-007 Inmate Commissary Service.*

BIDS/PROPOSALS SHOULD BE RETURNED TO the following address on or before Friday, April 9, 2021, no later than 2:00 p.m.

Navarro County Auditor's Office
Navarro County Courthouse
300 W 3rd Ave, Suite 4
Corsicana, Texas 75110

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

All Bids/Proposals must be received in the County Auditor's Office before the opening date and time.

**NAVARRO COUNTY
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INVITATION TO BID**

Navarro County is requesting Bids/Proposals on an Inmate Commissary Services for the Navarro County Justice Center. Bids/Proposals must be submitted on the attached forms. By returning this Bids/Proposal with a price quote, vendors certify and agree that:

Funding: Funds for payment have been provided through the Navarro County budget approved by the Commissioners Court for the fiscal year ending September 30, 2021.

Late Bid/Proposals: Bids/Proposals received in the County Auditor's Office after the submission deadline will be considered untimely and subject to rejection at the discretion of Navarro County on that basis alone. Navarro County is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp of the County Auditor's Office shall be the official time of receipt.

Altering Bid/Proposals: Bids/Proposals cannot be altered or amended after the submission deadline. Any interlineation, alteration or erasure made before the opening time must be initialed by the signer of the Bid/Proposal, guaranteeing authenticity.

Withdrawal of Bid/Proposal: A Bid/Proposal may not be withdrawn or canceled by the Bidder/Proposer without the permission of the County for a period of ninety (90) days following the date designated for the receipt of Bids/Proposals, and Bidder/Proposer so agrees upon submittal of their Bid/Proposal.

Sales Tax: Navarro County is exempt, by law, from payment of Texas Sales Tax and Federal Excise Tax.

Contract: This Bid/Proposal, when properly accepted by Navarro County, shall constitute the complete contract equally binding between the successful Bidder/Proposer and Navarro County. No additional terms or changes will become a part of the contract with the exception of properly executed written change orders as set forth herein.

Change Orders: No oral statement of any person shall modify or otherwise change, or affect, the terms, conditions or specifications stated in the resulting contract. The Navarro County Auditor will make all change orders to the contract in writing.

Delivery: All delivery and freight charges (FOB Navarro County Justice Center) are to be included in the Bid/Proposal price.

Conflict of Interest: No public official shall have interest in this contract, in accordance with *Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitle C, Chapter 171.*

Ethics: The Bidder/Proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of Navarro County.

Exceptions/Substitutions: All Bids/Proposals meeting the intent of this invitation to Bid/Propose will be considered for award. Bidder/Proposers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of this Bid/Proposal. The absence of such a list shall indicate that the Bidder/Proposer has not taken exceptions and shall hold the Bidder/Proposer responsible to perform in strict accordance with the specifications of the invitation. The Navarro County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

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Addenda: Any interpretations, corrections or changes to this *Invitation to Bid/Proposal* and *Specifications* will be made by addenda. Sole issuing authority of addenda shall be vested in the Navarro County Auditor. Addenda will be mailed to all that are known to have received a copy of this *Invitation to Bid/Proposal*. Bidders/Proposers shall acknowledge receipt of all addenda.

Bids/Proposals must comply with all Federal, State, county and local laws concerning these type purchases.

Davis-Bacon and Related Acts: Attention is called to the fact that not less than the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Housing and Community Affairs and contained in the contract documents, must be paid on this project. In addition, the successful Bidder/Proposer must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

Design, Strength, Quality of materials must conform to most recent International Building Code.

Minimum Standards for Responsible Prospective Bidders/Proposers: A prospective Bidder/Proposer must affirmatively demonstrate their responsibility and meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics, and;
5. Be otherwise qualified and eligible to receive an award.

Navarro County may request representation and other information sufficient to determine the Bidder's/Proposer's ability to meet these minimum requirements listed above.

References: Navarro County requests Bidders/Proposers to supply a list of at least three (3) references where like products have been sold by their company. Include name of reference, address, telephone number and name of representative.

Bidder/Proposer Shall Provide, with this Bid/Proposal response, all documentation required by this *Invitation to Bid/Proposal*. Failure to provide this information may result in rejection of your Bid/Proposal.

Successful Bidder/Proposer Shall defend, indemnify and save harmless Navarro County and all its officers, agents and employees from all suits, actions or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property on account of any negligent act or fault of the successful Bidder/Proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from Bid/Proposal award. Successful Bidder/Proposer indemnifies and will indemnify and save harmless Navarro County from liability, claim or demand on their part, agents, servants, customers and/or employees whether such liability, claim or demand arise from or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful Bidder/Proposer shall pay any judgment with costs which may be obtained against Navarro County growing out of such injury or damages.

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Insurance Requirements: Any vendor that conducts business with Navarro County, whether it is for goods and/or services, must maintain lawful workers' compensation requirements and adequate liability limitations.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the County requires the successful vendor(s) to submit, to the County Auditor's Office, verification of the following coverages, showing Navarro County as the certificate holder with coverage dates inclusive to that of the contract award:

- a. **Workers' Compensation Coverage** meeting the acceptable requirements as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code; and
- b. **General Liability Insurance** meeting the following limits - **\$1,000,000 per occurrence/aggregate**, including products and completed operations coverage.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Navarro County Premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments and/or cancellation of the contract.

Termination of Contract: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with thirty (30) days written notice prior to any cancellation. The successful Bidder/Proposer must state therein the reasons for such cancellation. Navarro County reserves the right to award canceled contract to the next lowest and best Bidder/Proposer as it deems to be in the best interest of the County.

Termination for Default: Navarro County reserves the right to terminate the contract for default if Contractor/Bidder/Proposer breaches any of the terms therein, including failure to comply with Bidding/Proposing requirements including warranties of Contractor/Bidder/Proposer or if the Contractor/Bidder/Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Navarro County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Navarro County's satisfactions and/or to meet all other obligations and requirements. Navarro County may terminate the contract without cause upon thirty (30) days written notice.

Notice: Any notice provided by this Bid/Proposal (or required by law) to be given to the successful Bidder/Proposer by Navarro County shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Corsicana, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, provided this shall not prevent the giving of actual notice in any other manner.

Purchase Order: A purchase order will be generated by Navarro County to the successful Bidder/Proposer. The purchase order number must appear on all itemized invoices and packing slips. Navarro County will not be held responsible for any orders placed/delivered without a valid current purchase order number.

Packing Slips or other suitable shipping documents shall accompany each shipment and shall show: (a) name and address of successful Bidder/Proposer, (b) delivery location, (c) Navarro

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County purchase order number and (d) descriptive information as to the terms(s) delivered, including description, quantity, number of containers, etc.

Invoices Payment will be made from original vendor invoices only. Shipping documents will be considered informational only and will be held until an invoice is received. The County does not pay from monthly statements. Invoices shall show all information as stated above and mailed directly to the Navarro County Auditor's Office, 300 W 3rd Ave, Suite 4, Corsicana, TX 75110.

Payment will be made upon receipt and acceptance, by the County, of the items ordered in accordance with the State of Texas "Prompt Payment Act", Article 610f, V.T.C.S. Successful Bidder/Proposer is required to pay subcontractors within ten (10) days.

Items supplied under this contract will be subject to the County's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful Bidder/Proposer at no expense to the County. If an item is not picked up within one (1) week after notification, the item will become a donation to the County for disposition.

Samples: When requested, samples shall be furnished free of expense to the County.

Testing: Navarro County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review.

Warranty: Contractor/Bidder/Proposer shall furnish all data pertinent to warranties or guarantees which may apply. Contractor/Bidder/Proposer may not limit or exclude any implied warranties. Contractor/Bidder/Proposer warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Navarro County may return the product for correction or replacement at the Contractor's/Bidder's/Proposer's expense. If Contractor/Bidder/Proposer fails to make the appropriate correction within a reasonable time, Navarro County may correct at the Contractor's/Bidder's/Proposer's expense.

Remedies: The successful Bidder/Proposer and Navarro County agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

Venue: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Navarro County, Texas.

Assignment: The successful Bidder/Proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Navarro County.

Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Governmental Entities within Navarro County utilizing inter-governmental contracts with Navarro County will be eligible, but not obligated, to purchase goods listed under certain contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Navarro County will be billed directly to that governmental entity and paid by that governmental entity. Navarro County will not be responsible for another governmental entity's debts.

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Navarro County reserves the right to make purchases from State Government Contracts or other vendors to meet County needs.

Any Questions concerning this *Invitation to Bid/Proposal* and *Specifications* should be directed to the Navarro County Auditor's Office at 903-654-3095.

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SPECIFICATIONS/OFFEROR'S RESPONSE TO PROPOSAL FORM**

Navarro County is requesting Bids/Proposals for an Inmate Commissary Services as described in the following specifications. The Award period will be for thirty-six months (3 years) with the option to renew for two (2) additional one (1) year terms. Navarro County reserves the option to award any or all items to multiple vendors.

Award criteria: Navarro County will award the bid/proposal for the items that will serve the County's best interest; therefore, the following criteria will be used:

- 1) Quality of product
- 2) Adherence to specifications as stated
- 3) Vendor's ability to furnish unit in a timely manner
- 4) Price

Vendors must, upon the request of Navarro County, furnish satisfactory evidence of their ability to furnish products or services, in accordance with the terms and conditions of these specifications.

Navarro County is subject to the Texas Public Information Act, Chapter 552, Texas Government Code. Proposals submitted in response to their RFP are subject to release by the County as public information. If the Proposer believes that the proposal response, or parts of it are confidential, as proprietary information, he/she must specify that either all or part is accepted and proved specific and detailed justification for its claim of confidentiality. Vague or general claims to confidentiality are not acceptable. All proposals or part of the proposals which are not marked as confidential will be considered public information after an award is made. The successful proposal may be considered public information even though parts are marked confidential.

Marking your entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

Each proposer shall carefully examine all RFP documents and thoroughly familiarize themselves with all requirements prior to submitting a proposal. Proposers will be responsible for making all investigations and examination that are necessary to ascertain conditions and requirements affect the RFP. Failure to make such investigations and examination shall not relieve the proposer's obligation to comply in every detail, with all provisions and requirements of the RFP.

Vendors will be responsible for all supplies, all equipment and all software, as well as the maintenance of these. A 24-hour hot line must be provided as well as computer support.

Spoilage and out of date items must be replaced at no cost to Navarro County.

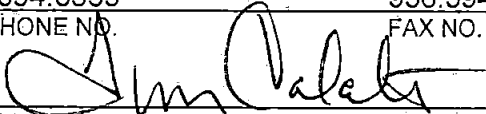
Any additional costs for system or processing of orders will be incurred by the vendor.

Navarro County will maintain accounts, distribute orders and forms, place or pay for orders.

Please include a service agreement for Navarro County's approval.

The commission will be based on the prior month's activity for all invoices paid by Navarro County. The commission to be paid to the Navarro County Inmate Trust Fund shall be 20% of the sum of Total Gross Sales (inclusive of Sales Tax) less all Sales Taxes less postage sales, postage products, phone cards and tobacco products.

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SPECIFICATIONS/OFFEROR'S RESPONSE TO PROPOSAL FORM

<u>Lone Star Commissary</u>		<u>611444807</u>
FIRM SUBMITTING BID/PROPOSAL		FEDERAL ID NUMBER
<u>3664 State Hwy 19</u>		
ADDRESS		
<u>Huntsville, Texas 77342</u>		
CITY, STATE, ZIP		
<u>Tim Calcote, Chief Operating Officer</u>		
NAME AND TITLE OF INDIVIDUAL SUBMITTING BID		
<u>936.594.8333</u>	<u>936.594.8337</u>	<u>richard@lonestarcommissary.com</u>
TELEPHONE NO.	FAX NO.	E-MAIL
		<u>4/6/21</u>
SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE

Please include a detailed description of the system being submitted for the RFP. This page and the pages (pages 9-15) that follow make up the complete response package for this RFP.

Please complete the following:

Commissary System Proposed: Tiger Track / Tiger Commissary Services

Total System Cost (if any): No Cost to the County
This should include hardware, software, shipping, handling, installation, training and any maintenance needed.

Estimated Time of Delivery and Installation: Day after award of contract.

Special requirements to be provided by County (See No. 8 in specifications). Provide
network access for client computers needing commissary software.

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SPECIFICATIONS/OFFEROR'S RESPONSE TO PROPOSAL FORM**

OFFEROR'S RESPONSE TO SPECIFICATIONS

Please indicate whether or not you meet specifications by indicating "Yes" or "No" in the blank provided for each item listed below.

If you answer "No", please specify on an attached sheet the reason for not meeting the required specification.

Please complete the following:

	Included in System Proposal Yes / No (If no please explain)
1. System must have the ability to scan order forms And automatically debit inmate accounts.	Yes _____
2. The Company must provide orders in individual bags.	Yes _____
3. System must be able to change/transfer inmate Folder Number.	Yes _____
4. System must have the ability to restrict certain menu Options to "Supervisors Only"	Yes _____
5. System must have the ability to restrict certain menu items available in the case of medical restrictions (i.e. diabetic).	Yes _____
6. System must have the ability to print both daily and monthly reports as needed.	Yes _____
7. System must have the ability to print both medical and dental reports.	Yes _____
8. The hardware must be provided by the Commissary Company. (Specify on page 8 any special requirements the County must meet in order to operate the Commissary System (i.e. dedicated phone line)).	Yes _____
9. The commissary Company must provide 24 hours support 7 days a week.	Yes _____
10. All taxes must be paid by the Commissary Company	Yes _____
11. Supplies necessary to operate the system (computer Paper, ribbons, order forms, etc.) must be furnished By the Commissary Company.	Yes _____

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SPECIFICATIONS/OFFEROR'S RESPONSE TO PROPOSAL FORM

BID PROPOSAL AFFIDAVIT

The undersigned certifies that the bid prices in this proposal have been carefully reviewed and are submitted as correct and final. He further certifies that the bidder agrees to furnish any and/or all items upon which prices are extended at the price(s) offered, and upon the conditions contained in the specifications of the Invitation to Bid/Proposal. The period of acceptance of this bid proposal will be thirty (30) calendar days from the date of the bid opening.

STATE OF TEXAS §
COUNTY OF NAVARRO §

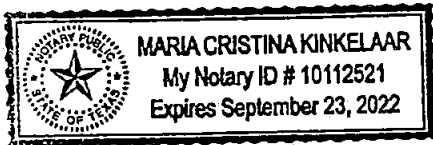
BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared April 6th 2021, who, after being duly sworn, did depose and say: "I, Tim Calate, am a duly authorized officer or agent for Lone Star Commissary, and have been authorized to execute the foregoing bid proposal on their behalf. I hereby certify that the foregoing proposal has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has he been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of the services or materials bid on, or to influence any person or persons to bid or not to bid thereon.

Name and Address of Bidder: Lone Star Commissary
3664 State Hwy 19
Huntsville, Texas 77320
Telephone: 936.594.8333

By: Tim Calate Title: Chief Operating Officer
(Type of Print Name)

Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above named on this the 6th day of April, 2021.



[Handwritten Signature]
Notary Public in and for the State of Texas

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SPECIFICATIONS/OFFEROR'S RESPONSE TO PROPOSAL FORM

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. *This form must be returned with your proposal.*

REFERENCE 1

Company Name: Gregg County Sheriff's Office
Address: 101 E. Methvin, Longview, Texas 75601
Contact Person/Title: Sheriff Maxey Cerliano
Phone: 903.753.3560 Fax: 903.234.2240 e-mail: maxey.cerliano@co.gregg.tx.us
Contract Period: February 2009 to Present Scope of Work: Inmate Commissary Services

REFERENCE 2

Company Name: Walker County Sheriff's Office
Address: 717 FM 2821, Huntsville, Texas 77320
Contact Person/Title: Sheriff Clint McRae
Phone: 936.435.2400 Fax: 936.435.2440 e-mail: jlewman@co.walker.tx.us
Contract Period: September 2005 to Present Scope of Work: Inmate Commissary Services

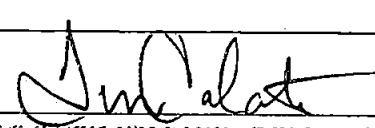
REFERENCE 3

Company Name: Kaufman County Sheriff's Office
Address: 1900 US-175, Kaufman, Texas 75142
Contact Person/Title: Sheriff Brian Beavers
Phone: 972.932.4337 Fax: 972.935.9751 e-mail: beavers@kakufmanso.com
Contract Period: April 2005 to Present Scope of Work: Inmate Commissary Services

A List of all our Customers can be seen on TAB 7 that follows.

Company Name: Lone Star Commissary

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CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by HB 1451 837th Leg. Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1)-a with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.002, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
<p>1 Name of person who has a business relationship with local governmental entity</p> <p align="center">N/A</p>	<p>Date Filed: _____</p>	
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire</p> <p>The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.</p>		
<p>3 Name of local government officer with whom filer has employment or business relationship</p> <p align="center">N/A</p> <p align="center">_____ Name of Officer</p> <p>This section (item 3) including subparts A, B, C & D must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1)-a of Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership of 10 percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4</p> <p align="center">  _____ Signature of person doing business with the governmental entity </p> <p align="right"> 4/6/21 _____ Date </p>		

Adopted 08/09/2007

NAVARRO COUNTY
RFP 2021-CM-007 INMATE COMMISSARY SERVICE
SPECIFICATIONS/OFFEROR'S RESPONSE TO PROPOSAL FORM

Contract Checklist

This project will be bid, let and constructed according to the International Building Code 2006 Standards and the Texas Department of Transportation 2004 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.

Following are required Documents to be submitted with the Bid Form:

- A Statement of Bidder's Qualifications must be completed and submitted with the Bid Form.
- A Conflict of Interest Questionnaire must be completed and submitted with the Bid Form.
- A list of references must be submitted with the form.
- A Bid Proposal Affidavit must be submitted with the Bid Form.

If any statements were not checked please provide an explanation in the given area below.


Contractor Signature


Date

NAVARRO COUNTY
RFP 2021-CM-007 INMATE COMMISSARY SERVICE
SPECIFICATIONS/OFFEROR'S RESPONSE TO PROPOSAL FORM

STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive.

If necessary, questions may be answered on separate attached sheets. The Contractor may submit any additional information he desires.

Name of Contractor: Lone Star Commissary Date Organized: May 1, 2003

Address: 3664 State Hwy 19, Huntsville, Texas 77320 Date Incorporated: 3/14/2003

Number of Years in contracting business under present name: 18 Years

Contract on Hand:

Contact	Amount (\$)	Completion Date
Various Counties	Varies	Varies

Type of work performed by your company: Inmate Commissary Services

Have you ever failed to complete any work awarded to you? No

Have you ever defaulted on a contract? No

List similar projects completed by your firm:

Project	Amount (\$)	Completion Date
Various Counties	Varies	Varies

Major equipment available for **this** project: Computer Server, Printers

Company Information and Expertise

Date Organized

Lone Star Commissary LLC, located in Huntsville Texas, with the COO as a majority owner, was formed May 1, 2003 to provide commissary management in institutional and correctional facilities. Within the first six weeks of Lone Star's creation, the first contract for commissary services, a facility of 300 inmates, was signed. Within the next 12 months Lone Star signed 10 more contracts for a total of 11 accounts with an estimated inmate count of 2700. Lone Star Commissary is well known for its professionalism and integrity. We strive to offer the finest customer service in the industry. Our Texas based company is still small enough to give hands on contact with all our customers. We presently serve 32 accounts with 9500 inmates. We have a full-service computer department housed at our 13,500sq ft warehouse with 30 employees, all with a mission to put the customer first.

Company's Achievements

The company's abilities to provide commissary service can be measured by the experience of our Chief Operating Officer, Director of Field Operations, Operations Manager

Tim Calcote has served on the Board of Directors for the Texas Jail Association for four years. Tim has the honor of being the only vendor to have ever held this position for more than one year consecutively. Richard Sparkman has sat on the Texas Jail Association Board for 2016 through 2018. Lone Star Commissary contributes and supports the Texas Jail Association along with the Texas Sheriff's Association.

Lone Star Commissary Organizational Structure

Tim Calcote is the Chief Operating Officer. Has been in Commissary for 20 years. Tim has over ten years of upper management sales experience with the Texas Department of Criminal Justice. The TDCJ experience gives him the added knowledge of the unique requirements necessary when dealing with inmates.

Richard Sparkman is the Director of Field Operations, 16 years with Lone Star. He has worked in Graphic Design for the Marketing Division of TDCJ. He has eleven years' experience with the Industry Division as part of the Texas Department of Criminal Justice. Richards knowledge of business and problem solving along with his software knowledge is essential to the daily activities at Lone Star Commissary. He also has a Bachelor's degree in Agriculture Business from Sam Houston State University. Richard just concluded serving on the Board of Directors for the Texas Jail Association as the Vendor Representative.

Darren Cobb is Lone Star's Operations manager. He has been with the company for 14 years working from the ground up, in the warehouse, delivering orders, purchasing products and software support. In his younger years Darren was very active in the Boy Scouts of America receiving his rank of "Eagle Scott", which has given him is fantastic work ethic.

Jim Driscoll is Lone Star's Vice President of Operations. He has been with the company for 5 years, he is learning the business from the ground up, from picking orders to warehouse operations all the way to inventory management. Jim is a retired high school English teacher after 28 years of service, and brings countless attributes to the company. Jim attended the University of Texas in Austin and graduated from Sam Houston State University.

Training

The accounting software is extremely user friendly. Training for each employee utilizing the software will take just 10 to 15 minutes for the average user and maybe 30 minutes for the user keeping books and balancing money. Training can either be performed with a few employees around one machine or a classroom setting can be arranged to accommodate larger classroom size sessions.

If at any time more training is required for new employees or a refresher course is needed that can be arranged at no cost to the facility.

Experience

Lone Star's experience has been building since 2003 when the company was first originated. The accounts range in size from 44 beds all the way to 1100 beds, yet we treat them all the same. Our main staff has been associated with commissary since 2003 and several have been employed by the Texas Department of Criminal Justice prior to working for Lone Star Commissary giving more than adequate experience to handle a jail environment. Owner Tim Calcote started the company in 2003 after years of experience in TDCJ and many years in the commissary business. He is currently C.O.O. focusing on sales and operations. Richard Sparkman, who has been with Lone Star since 2004 and TDCJ for 11 years prior, will be the project manager. Darren Cobb will be over all orders and warehouse operations and he has been with Lone Star for over 14 years. And the newest member of the Lone Star Team is Thomas Warren, retired from TDCJ after 30 years' service, Thomas heads up our accounting department. Lone Star understands what it takes to be in the criminal justice environment. Once again, the individual who will be the principal point of contact between Lone Star Commissary and your county will be Richard Sparkman, and his contact information is as follows:

Richard Sparkman
3364 State Hwy 19
Huntsville, TX 77320
Office#: 936.594.8333
Cell#: 936.661.7121
Email: richard@lonestarcmissary.com

Lone Star Commissary will provide adequate equipment necessary to provide Commissary Services to your facility.

Software and Hardware Maintenance

We have created a schedule for our staff to be reached 24 hours a day 7 days a week. You may use us as your single point of contact whether your maintenance is related to the software or the hardware. All our computers are warranted through our computer's corporation. And our software is supported primarily from Lone Star Commissary but is also backed by Tiger Commissary Services who is the manufacture of the software.

Our preventative maintenance can be performed electronically, without your commissary operation experiencing any downtime. As improvements and enhancements are added to the software program, you will receive all updated versions of the software at no charge.

We will provide same day service for non-scheduled service problems. Maintenance will be provided from Huntsville, Texas. Facilities using our software have been overwhelmingly positive regarding its dependability and ease of use. No facility has ever canceled their contract due to the software performance.

Our policy will be to provide you with replacement equipment, in the event of unanticipated problems. We will stand behind our computers and software and will ensure that your Commissary is operational for you and your facility. Our unique experience within prison management provides us the added recognition of the critical morale impact upon inmates in keeping the commissary function ongoing.

There are no specialized technical skills will be required by the County Sheriff's personnel, the Lone Star staff will provide all training. It is anticipated this will be accomplished in 1-2 days. Our staff will continue to stay on-site as long as needed in order to affect a smooth transition, and assure the facilities personnel are comfortable and completely familiar with the system. You may receive unlimited training support, in person or electronically.

Guidelines will be provided to detail step-by-step how to perform day to day activity. The standard operating procedures training includes how to open an account, adding funds, the cash drawer, placing an order, closing inmate accounts, reopening accounts, closing the shift for the day, making the bank deposit, reconciling the bank statement, paying invoices, and running reports.

Below is a screen shot of the:

History of an individual account.

Demographics of an account.

Detailed transaction with unique identifier for every transaction.

SMITH		STEPHANIE FAYE		Account		Summary		Actions	
Date	Time	Entry Type	Notes	Amount	Running Balance				
5/18/13	8:50 PM	Dr Payment	Notes	19.00	12.90			Search Again	
	8:43 PM	Ad	Unrecorded Funds	10.00	22.90			Help	
5/15/13	12:00 PM	Dr Payment	Notes	0.00	22.90			Edit Information	
	9:46 AM	Dr Payment	Taxes Order 42	-0.71	23.61			Refresh	
	9:05 AM	Dr Payment	Commission Order 41	-0.51	24.12			Reset Filter	
5/14/13	8:50 PM	Dr Payment	Notes	-10.00	34.12			Add Photo	
	8:00 PM	Dr Payment	Notes	0.00	34.12			Add Money	
	8:44 PM	Ad	Unrecorded Funds	10.00	44.12			Bill	
5/13/13	7:15 PM	Dr Payment	CS Phone Time Phone Time Purchase #1011	10.00	54.12			Close Account	
5/12/13	7:55 PM	Dr Payment	Notes	-10.00	64.12			View Balance	
	7:47 PM	Ad	Unrecorded Funds	-13.00	77.12			Payments	
5/11/13	8:05 PM	Dr Payment	CS Phone Time Phone Time Purchase #1011	-10.00	87.12			Write Check	
	10:28 AM	Dr Payment	Notes	0.00	87.12			Notes	
	10:21 AM	Ad	Unrecorded Funds	0.00	87.12				
5/8/13	10:17 AM	Dr Payment	Taxes Order 42	-0.00	87.12				
	10:12 AM	Dr Payment	Commission Order 42	-0.00	87.12				
5/5/13	9:55 PM	Dr Payment	Notes	10.00	97.12				
	9:45 PM	Ad	Unrecorded Funds	10.00	107.12				
5/4/13	10:35 AM	Dr Payment	Notes	0.00	107.12				
	10:29 AM	Ad	Unrecorded Funds	0.00	107.12				
5/1/13	9:43 AM	Dr Payment	Taxes Order 41	-0.44	107.56				
	9:43 AM	Dr Payment	Commission Order 41	-0.44	107.68				
4/25/13	7:05 PM	Dr Payment	Notes	-24.00	131.68				
	7:00 PM	Ad	Unrecorded Funds	0.00	131.68				
4/24/13	10:30 AM	Dr Payment	Taxes Order 41	0.00	131.68				
	10:30 AM	Dr Payment	Commission Order 41	0.00	131.68				
4/22/13	4:05 PM	Dr Payment	CS Phone Time Phone Time Purchase #1011	10.00	141.68				
	11:20 AM	Dr Payment	Notes	-10.00	151.68				
	11:14 AM	Ad	Unrecorded Funds	0.00	151.68				
4/18/13	1:05 PM	Note	Open Account	0.00	151.68				
4/17/13	2:15 PM	Note	Close Account	0.00	151.68				
	2:15 PM	Dr Payment	Notes	-0.13	151.55				
	1:54 AM	Dr Payment	Weekly	0.00	151.55				

Operational Statement

Lone Star Commissary proposes to receive all county inmate orders via phone-based technology or In-Pod Kiosk if currently installed (provided by another vendor) interface to provide the most convenient, cost-effective processing possible. There is no cost of phone lines due to the fact all inmate access is via a secure SIP number that is routed to a server for Commissary Services only. The inmate will order commissary from the inmate phones or In-Pod Kiosk inside the cell that are currently on site. Orders will be saved and housed on the Lone Star Commissary computer until ready to process and bill inmates. Inmates can order 24 hours a day 7 days a week if the inmate phone lines and Kiosks are available in the cells. Orders will be packed once a week, once the orders have been processed, inmates can start ordering on the phone/Kiosks for the following week's order. The ordering process will allow inmates to create their own personal pass code which can be reset by employees, the order process system allows inmates to check their balance, it will allow the inmates to add items to their order, to delete items as well as review their order before the order is placed. Once in the ordering system the inmate can change his own pass code for security.

Our software can be integrated with your present Phone Vendor/Kiosk Vendor that is willing to work with us to make your facility run smoother with less work on the staff. Phone Debit time can also be used for inmates to purchase his/her own phone time through the commissary, this will eliminate any phone cards if presently used.

The software can deduct a percentage of inmate funds when paying outstanding bills, it is easily adjustable to fit any percentage rate your facility needs.

The software also will allow for any type of restriction to be set up, such as dietary or restricted commissary. Our software is suited to your facility by your criteria, not by someone else's.

Off-site Packaging and Delivery... Once the order is received it will be packed in clear plastic bags with a double receipt placed in plain sight. Orders are then placed in sturdy rubber maid type tubs in detailed specification given by the jail to help in distributing orders. Once tubs are packed and job is completed tubs are placed on Lone Star Commissaries climate-controlled trucks and shipped out for next day delivery. All trucks and drivers are property of Lone Star Commissary.

Lone Star Commissary also offers your facility the option for family and friends to put money on an Inmates account via a web site and to even purchase commissary products for inmates through the same web site. These services are at no charge to the facility, they are just another avenue for the families to contribute to the inmates via website. On Web purchase for commissary the sheriff's office will receive the same commission as inhouse inmate orders.

Commission Rate/Pricing

All services including the computer system, software, setup, and delivery of products are at no cost to Navarro County Sheriff's Office

Commissary Delivery

Delivery will be in an air-conditioned vehicle to retain the products original quality.

Commission:

The commission to be paid to the Navarro County Inmate Trust Fund shall be 25% of the sum of Total Gross Sales, less all Sales Taxes. Less any or all agreed upon items to be excluded from the Sales Total as listed below:

1. U.S. Postage
2. Postage Products
3. Phone Cards
4. Tobacco

Navarro County Menu

1501	Boxer sz sm.	\$5.37
1502	Boxer sz med	\$5.37
1503	Boxer sz Lrg	\$5.37
1504	Boxer sz XL	\$5.37
1505	Boxer sz 2XL	\$6.14
1506	Boxer sz 3XL	\$6.14
1507	Boxer sz 4XL	\$6.14
1508	Boxer sz 5XL	\$6.14
1509	Boxer sz 6XL	\$6.14
1510	Brief sz SM	\$4.40
1511	Briefs sz Med	\$4.40
1512	Briefs sz LG	\$4.40
1513	Briefs sz XL	\$4.40
1514	Briefs sz 2XL	\$5.07
1515	Briefs sz 3XL	\$5.07
1519	Panties sz 5	\$3.67
1520	Panties sz 6	\$3.67
1521	Panties sz 7	\$3.67
1522	Panties sz 8	\$3.67
1523	Panties sz 9	\$3.67
1524	Panties sz 10	\$4.15

1525	Panties sz 11	\$4.15
1526	Panties sz 12	\$4.15
1527	Panties sz 13	\$4.15
1528	Panties sz 14	\$4.15
1542	Sport Bra 32 cup	\$10.70
1543	Sport Bra 34 cup	\$10.70
1544	Sport Bra 36 cup	\$10.70
1545	Sport Bra 38 cup	\$10.70
1546	Sport Bra 40 cup	\$10.70
1547	Sport Bra 42 cup..	\$10.70
1548	Sport Bra 44 cup	\$10.70
1549	Sport Bra 46 cup	\$10.70
1550	Sport Bra 48 cup	\$10.70
1552	T-Shirt sz 4XL	\$7.47
1553	T-Shirt sz 5XL	\$7.47
1555	T-Shirt sz SM	\$4.83
1556	T-Shirt sz Med	\$4.83
1557	T-Shirt sz Lrg	\$4.83
1558	T-Shirt sz XL	\$4.83
1559	T-Shirt sz 2XL	\$6.88
1560	T-Shirt sz 3XL	\$6.88
1564	Socks White	\$2.45
1565	Thermal top sm	\$9.05
1566	Thermal top med	\$9.05
1567	Thermal top lrg	\$9.05
1568	Thermal top X-lrg	\$9.05
1569	Thermal top 2XL	\$9.05
1570	Thermal Bottom sm	\$9.05
1571	Thermal bottom med	\$9.05
1572	Thermal bottom lrg	\$9.05
1573	Thermal bottom XL	\$9.05
1574	Thermal bottom 2XL	\$9.05
1575	Velcro Shoe sz M7/W9	\$17.88
1576	Velcro Shoe sz M8/W10	\$17.88
1577	Velcro Shoe sz M9/W11	\$17.88
1578	Velcro Shoe sz M10/W12	\$17.88
1579	Velcro Shoe sz M11/W13	\$17.88
1580	Velcro Shoe sz M12/W14	\$17.88
1581	Velcro Shoe sz M13/W15	\$17.88
1582	Velcro Shoe sz M14/W16	\$17.88
1583	Velcro Shoe sz M15/W17	\$17.88
1584	Velcro Shoe sz M3/W5	\$17.88
1585	Velcro Shoe sz M4/W6	\$17.88
1586	Velcro Shoe sz M5/W7	\$17.88
1587	Velcro Shoe sz M6/W8	\$17.88

1601	T-Shirt sz 6XL	\$10.01
1606	3 X Thermal Top	\$12.64
1607	3 X Thermal Bottom	\$12.64
1608	4 X Thermal Top	\$12.64
1609	4 X Thermal Bottom	\$12.64
1612	6 X Thermal Top	\$12.64
1613	6 X Thermal Bottom	\$12.64
1772	Handkerchief White	\$1.74
1804	Deck Shoes sz - M6/W8	\$13.09
1805	Deck Shoes sz- M7/W9	\$13.09
1806	Deck Shoes sz- M8/W10	\$13.09
1807	Deck Shoes sz- M9/W11	\$13.09
1808	Deck Shoes sz- M10/W12	\$13.09
1809	Deck Shoes sz- M11/W13	\$13.09
1810	Deck Shoes sz- M12/W14	\$13.09
1811	Deck Shoes sz- M13/W15	\$13.09
2605	Irish Spring 3.75 oz.	\$1.78
2608	Dial antibacterial soap 4 oz.	\$1.78
2611	Shampoo 15 oz.	\$3.90
2612	Conditioner 15 oz.	\$3.90
2613	Dandruff Shampoo 12 oz.	\$3.72
2614	Hair Pomade 4 oz.	\$2.33
2615	Bergamot 4 oz.	\$2.33
2616	Styling Gel 16 oz.	\$4.72
2619	1 oz Colgate Toothpaste	\$2.01
2620	Colgate Toothpaste 2.5 oz.	\$3.17
2621	Adult Toothbrush	\$1.26
2622	Holder for Toothbrush	\$1.19
2623	Ivory soap 4 oz.	\$1.51
2624	Dove Soap 4 oz.	\$4.17
2627	Soap Dish	\$1.32
2629	Toothpaste Gel 4 oz.	\$3.87
2630	Deodorant 2.25 oz	\$3.41
2631	*Anti Perspirant Deodorant Powder 1.4 oz	\$4.17
2637	Cocoa Butter Lotion 20 oz.	\$4.17
2640	Club Brush Plast. no handle	\$2.98
2643	Palm Brush	\$1.07
2644	Foam Hair Rollers	\$3.94
2660	Shave and Bath Gel 4 oz.	\$2.74
2661	Magic Shave Mild 6 oz	\$9.87
2667	Hair Scrunchie	\$0.39
2670	Denture Adhesive	\$7.56
2671	Denture Tablets 2 ct	\$0.66
2675	Douche	\$2.73

2680	Petro. Jelly	\$1.76
2751	sm Shampoo and body bath 4 oz	\$1.48
2752	sm Conditioner 4 oz	\$1.48
2753	Deodorant 1.6 oz	\$2.20
2754	Soap Deodorant 1 oz	\$0.44
2755	Toothpaste .85 oz	\$0.60
3875	Lip Balm	\$1.90
4202	Drawing Pad 50pg 8.5x11	\$3.99
4206	Flex Pen	\$0.91
4211	Color Pencils	\$4.72
4215	*Stamp	\$0.57
4216	*Pre-stamped Envelope	\$0.70
4217	Envelope (Plain white)	\$0.13
4218	Legal Envelope no-clasp	\$0.47
4230	File Jacket	\$3.64
4232	Lined Writing Tablet	\$2.26
4250	Friendship Card	\$1.85
4252	Christmas Card	\$1.85
4253	Birthday Card	\$1.85
4255	Mother's Day Card	\$1.85
4258	Father's Day Card	\$1.85
4261	Easter Card	\$1.85
4264	Valentine's Day Card	\$1.85
4707	Plugs Ear	\$0.65
4712	Hot Pot..	\$30.72
4720	Playing Cards	\$3.65
4721	Uno Cards	\$14.29
4723	Crossword Puzzle Book	\$4.00
4727	Sudoku Book	\$4.00
4728	Word Find Book	\$4.00
4729	Adult Coloring Book	\$4.00
4750	Plastic Bowl	\$1.90
4751	Bowl with Lid	\$2.13
4752	Plastic Cup	\$1.93
4754	SPORK	\$0.90
4755	Spoon	\$0.90
5150	Snickers	\$1.40
5151	Reeses PB cup	\$1.40
5152	Milk Chocolate Hershey	\$1.40
5153	Peanuts M and M	\$1.40
5154	Hershey w/ Almonds	\$1.40
5155	Kit Kat Bar	\$1.40
5156	M and M Milk Chocolate	\$1.40
5157	Almond Joy	\$1.40
5158	Musketeers	\$1.40

5161	Milky Way	\$1.40
5162	Babyruth	\$1.40
5169	Snickers /w Almonds	\$1.40
5170	Butterfinger	\$1.40
5172	*Sweet and Salty Mix	\$1.55
5173	*Salted Peanuts	\$1.32
5174	*All Energy Trail Mix	\$1.67
5175	*Mango Pineapple Trail Mix	\$1.55
5176	*Banana Chips	\$1.99
5180	Assorted Jolly Rancher	\$1.83
5181	Starburst	\$1.40
5182	Starlight Mint	\$1.78
5183	Atomic Fire Balls	\$1.83
5184	Butterscotch	\$1.78
5185	Sugar Free Fruit Candy	\$1.78
5186	Tootsie Pop	\$0.36
5187	Fruit Roll-up	\$0.70
5189	*Strawberry Pop Tart	\$1.49
5191	Treat Marshmallow	\$1.25
5192	*Brown Sugar Pop Tart	\$1.49
5193	Pay Day Bar	\$1.40
5194	Skittles	\$1.40
6409	*Cappuccino Vanilla	\$0.75
6411	*Decaf Single Serve Coffee	\$0.52
6412	*ECONOMY COFFEE 3 OZ.	\$5.48
6415	*Maxwell HouseCoffee 3 OZ.	\$8.68
6416	*3 oz Decaf Coffee	\$6.58
6419	*Tea w/sugar ea.	\$0.40
6420	*Instant Cocoa Single	\$0.54
6421	*Powdered Milk	\$3.95
6430	Black Cherry Drink instant	\$0.40
6432	Grape Drink 1ct instant	\$0.40
6435	Drink Lemon 1ct.instant	\$0.40
6435	Drink Lemon 1ct.instant	\$0.40
6440	Orange Drink 1ct.instant	\$0.40
6445	Tropical Drink 1ct.instant	\$0.40
7002	*Honey Nut Scooters 1oz	\$0.99
7003	*Berry Colossal Crunch 1 oz	\$0.99
7004	*Frosted Flakes 1 oz	\$0.99
7010	*Flour Tortillas	\$3.53
7014	*Dill Pickle Lrg.	\$1.90
7015	*Pickle Hot Lrg.	\$1.90
7016	*Variety Pack Oatmeal	\$5.48
7019	*Vegetable Spicy Noodle	\$0.77
7020	*Beef Noodle	\$0.77

7021	*Chicken Noodle	\$0.77
7022	*Shrimp Noodle	\$0.77
7023	*Hot Noodle Chili	\$0.77
7024	*Soy Sauce Noodles	\$0.77
7026	*Nacho Cheese Cup	\$2.25
7031	*Sausage Beef 5oz	\$3.94
7032	*Spicy Beef Sausage 5oz	\$3.94
7034	*1.125 oz Beef Sausage Stick	\$1.20
7035	*Meat Cheese Sticks Hot	\$1.39
7036	*Cream Cheese Squeeze 0.75 oz	\$1.04
7037	*Habanero Squeeze Cheese 1 oz	\$1.38
7038	*Ched Squeeze Cheese 1oz	\$1.38
7039	*Jal Squeeze Cheese 1oz	\$1.38
7040	*Salt 10ct	\$0.32
7041	*Pepper 10ct	\$0.32
7042	*Sugar 10ct	\$0.66
7043	*Substitute Sugar 10ct	\$0.66
7044	*Non-Dairy Creamer 10ct	\$0.78
7045	*Hot Sauce 5ct.	\$0.72
7047	*Mustard 10 ct	\$1.00
7048	*Ketchup 10 ct	\$1.00
7049	*Ranch Dressing Packet	\$0.69
7050	*Spicy Cheddar Crackers	\$0.72
7051	*Squeeze Peanut Butter	\$0.68
7052	*Strawberry Squeeze Jam	\$0.55
7053	*Round Toasted PB Crackers	\$0.72
7054	*PB on Cheese Crackers	\$0.72
7055	*Jelly Grape Squeeze	\$0.55
7058	*Saltine Crackers(1sleeve)	\$1.64
7059	*Snack Crackers(1sleeve)	\$1.86
7060	*Oats and Honey Granola	\$1.00
7062	Mayonnaise 5ct	\$0.75
7079	*Vienna Sausage Chicken 2.78 oz	\$2.24
7080	*Chicken Pouch 3 oz	\$4.95
7082	*Tuna Pouch	\$3.33
7084	*Dehydrated Ref Beans 8oz	\$3.76
7085	Beef Stew 11.25 oz. Pouch	\$3.65
7086	Hot Chili Beans Pouch 11.25 oz	\$3.75
7087	*Hot Sauce Sardines	\$2.26
7088	Sliced Jalapeno .7oz.	\$1.01
7089	*Sardine Pouch	\$2.26
7090	*Red Beans and Rice 2oz	\$1.78
7091	*White Rice 2oz	\$1.07
7093	*Loaded Mashed Potatoes	\$3.50
7100	Banana Moon pie	\$1.19

7101	Choc. Moon pie	\$1.19
7102	Honey Bun	\$1.45
7108	Cupcake Chocolate	\$1.75
7109	Cinnamon Roll	\$1.75
7110	White Mini. Donuts	\$1.75
7111	Choc. Mini Donut	\$1.75
7112	*Chocolate Chip Cookie Bag	\$1.64
7113	Oatmeal Creme Pie	\$1.45
7115	Buddy Bars	\$1.45
7118	*Duplex Cookies	\$1.40
7121	*Cookies Peanut Butter	\$1.40
7122	*Vanilla Cream Cookies	\$1.40
7123	*Lemon Cream Cookies	\$1.40
7125	*Cheetos Crunchy	\$1.40
7126	*Flamin Hot Cheetos	\$1.40
7129	*Fritos Chili Cheese	\$1.40
7131	*Doritos Nacho Cheese	\$1.40
7146	*Pork Skin Sm. Hot & Spicy	\$0.82
7150	*Cheesy Jalapeno Curls	\$1.64
7154	*Original Fritos	\$1.40
7156	*Sour Cream and Chive Chip.	\$1.40
7158	*Jalapeno and Cheddar Chips	\$1.40
7160	*BBQ Chips	\$1.40
7170	*Jal. Pretzel Pieces	\$1.50
7172	*Honey Mustard Pretzel Pieces	\$1.50

Commission Rate/Pricing

All services including the computer system, software, setup, and delivery of products are at no cost to Navarro County Sheriff's Office

Commissary Delivery

Delivery will be in an air-conditioned vehicle to retain the products original quality.

Commission:

The commission to be paid to the Navarro County Inmate Trust Fund shall be 30% of the sum of Total Gross Sales, less all Sales Taxes. Less any or all agreed upon items to be excluded from the Sales Total as listed below:

1. U.S. Postage
2. Postage Products
3. Phone Cards
4. Tobacco

Navarro County Menu

#	Item	Price
1501	Boxer sz sm.	\$5.75
1502	Boxer sz med	\$5.75
1503	Boxer sz Lrg	\$5.75
1504	Boxer sz XL	\$5.75
1505	Boxer sz 2XL	\$6.58
1506	Boxer sz 3XL	\$6.58
1507	Boxer sz 4XL	\$6.58
1508	Boxer sz 5XL	\$6.58
1509	Boxer sz 6XL	\$6.58
1510	Brief sz SM	\$4.71
1511	Briefs sz Med	\$4.71
1512	Briefs sz LG	\$4.71
1513	Briefs sz XL	\$4.71
1514	Briefs sz 2XL	\$5.43
1515	Briefs sz 3XL	\$5.43
1519	Panties sz 5	\$3.93
1520	Panties sz 6	\$3.93
1521	Panties sz 7	\$3.93
1522	Panties sz 8	\$3.93
1523	Panties sz 9	\$3.93

1524	Panties sz 10	\$4.45
1525	Panties sz 11	\$4.45
1526	Panties sz 12	\$4.45
1527	Panties sz 13	\$4.45
1528	Panties sz 14	\$4.45
1542	Sport Bra 32 cup	\$11.46
1543	Sport Bra 34 cup	\$11.46
1544	Sport Bra 36 cup	\$11.46
1545	Sport Bra 38 cup	\$11.46
1546	Sport Bra 40 cup	\$11.46
1547	Sport Bra 42 cup..	\$11.46
1548	Sport Bra 44 cup	\$11.46
1549	Sport Bra 46 cup	\$11.46
1550	Sport Bra 48 cup	\$11.46
1552	T-Shirt sz 4XL	\$8.00
1553	T-Shirt sz 5XL	\$8.00
1555	T-Shirt sz SM	\$5.17
1556	T-Shirt sz Med	\$5.17
1557	T-Shirt sz Lrg	\$5.17
1558	T-Shirt sz XL	\$5.17
1559	T-Shirt sz 2XL	\$7.37
1560	T-Shirt sz 3XL	\$7.37
1564	Socks White	\$2.62
1565	Thermal top sm	\$9.70
1566	Thermal top med	\$9.70
1567	Thermal top lrg	\$9.70
1568	Thermal top X-lrg	\$9.70
1569	Thermal top 2XL	\$9.70
1570	Thermal Bottom sm	\$9.70
1571	Thermal bottom med	\$9.70
1572	Thermal bottom lrg	\$9.70
1573	Thermal bottom XL	\$9.70
1574	Thermal bottom 2XL	\$9.70
1575	Velcro Shoe sz M7/W9	\$19.16
1576	Velcro Shoe sz M8/W10	\$19.16
1577	Velcro Shoe sz M9/W11	\$19.16
1578	Velcro Shoe sz M10/W12	\$19.16
1579	Velcro Shoe sz M11/W13	\$19.16
1580	Velcro Shoe sz M12/W14	\$19.16
1581	Velcro Shoe sz M13/W15	\$19.16
1582	Velcro Shoe sz M14/W16	\$19.16
1583	Velcro Shoe sz M15/W17	\$19.16
1584	Velcro Shoe sz M3/W5	\$19.16
1585	Velcro Shoe sz M4/W6	\$19.16
1586	Velcro Shoe sz M5/W7	\$19.16

1587	Velcro Shoe sz M6/W8	\$19.16
1601	T-Shirt sz 6XL	\$10.72
1606	3 X Thermal Top	\$13.54
1607	3 X Thermal Bottom	\$13.54
1608	4 X Thermal Top	\$13.54
1609	4 X Thermal Bottom	\$13.54
1612	6 X Thermal Top	\$13.54
1613	6 X Thermal Bottom	\$13.54
1772	Handkerchief White	\$1.86
1804	Deck Shoes sz - M6/W8	\$14.02
1805	Deck Shoes sz- M7/W9	\$14.02
1806	Deck Shoes sz- M8/W10	\$14.02
1807	Deck Shoes sz- M9/W11	\$14.02
1808	Deck Shoes sz- M10/W12	\$14.02
1809	Deck Shoes sz- M11/W13	\$14.02
1810	Deck Shoes sz- M12/W14	\$14.02
1811	Deck Shoes sz- M13/W15	\$14.02
2605	Irish Spring 3.75 oz.	\$1.91
2608	Dial antibacterial soap 4 oz.	\$1.91
2611	Shampoo 15 oz.	\$4.18
2612	Conditioner 15 oz.	\$4.18
2613	Dandruff Shampoo 12 oz.	\$3.99
2614	Hair Pomade 4 oz.	\$2.50
2615	Bergamot 4 oz.	\$2.50
2616	Styling Gel 16 oz.	\$5.06
2619	1 oz Colgate Toothpaste	\$2.15
2620	Colgate Toothpaste 2.5 oz.	\$3.40
2621	Adult Toothbrush	\$1.35
2622	Holder for Toothbrush	\$1.27
2623	Ivory soap 4 oz.	\$1.62
2624	Dove Soap 4 oz.	\$4.47
2627	Soap Dish	\$1.41
2629	Toothpaste Gel 4 oz.	\$4.15
2630	Deodorant 2.25 oz	\$3.65
2631	*Anti Perspirant Deodorant Powder 1.4 oz	\$4.47
2637	Cocoa Butter Lotion 20 oz.	\$4.47
2640	Club Brush Plast. no handle	\$3.19
2643	Palm Brush	\$1.15
2644	Foam Hair Rollers	\$4.22
2660	Shave and Bath Gel 4 oz.	\$2.94
2661	Magic Shave Mild 6 oz	\$10.57
2667	Hair Scrunchie	\$0.42
2670	Denture Adhesive	\$8.10
2671	Denture Tablets 2 ct	\$0.71

2675	Douche	\$2.92
2680	Petro. Jelly	\$1.89
2751	sm Shampoo and body bath 4 oz	\$1.59
2752	sm Conditioner 4 oz	\$1.59
2753	Deodorant 1.6 oz	\$2.36
2754	Soap Deodorant 1 oz	\$0.47
2755	Toothpaste .85 oz	\$0.64
3875	Lip Balm	\$2.04
4202	Drawing Pad 50pg 8.5x11	\$4.27
4206	Flex Pen	\$0.97
4211	Color Pencils	\$5.06
4215	*Stamp	\$0.57
4216	*Pre-stamped Envelope	\$0.71
4217	Envelope (Plain white)	\$0.14
4218	Legal Envelope no-clasp	\$0.50
4230	File Jacket	\$3.90
4232	Lined Writing Tablet	\$2.42
4250	Friendship Card	\$1.98
4252	Christmas Card	\$1.98
4253	Birthday Card	\$1.98
4255	Mother's Day Card	\$1.98
4258	Father's Day Card	\$1.98
4261	Easter Card	\$1.98
4264	Valentine's Day Card	\$1.98
4707	Plugs Ear	\$0.70
4712	Hot Pot..	\$32.91
4720	Playing Cards	\$3.91
4721	Uno Cards	\$15.31
4723	Crossword Puzzle Book	\$4.29
4727	Sudoku Book	\$4.29
4728	Word Find Book	\$4.29
4729	Adult Coloring Book	\$4.29
4750	Plastic Bowl	\$2.04
4751	Bowl with Lid	\$2.28
4752	Plastic Cup	\$2.07
4754	SPORK	\$0.96
4755	Spoon	\$0.96
5150	Snickers	\$1.50
5151	Reeses PB cup	\$1.50
5152	Milk Chocolate Hershey	\$1.50
5153	Peanuts M and M	\$1.50
5154	Hershey w/ Almonds	\$1.50
5155	Kit Kat Bar	\$1.50
5156	M and M Milk Chocolate	\$1.50
5157	Almond Joy	\$1.50

5158	Musketeers	\$1.50
5161	Milky Way	\$1.50
5162	Babyruth	\$1.50
5169.	Snickers /w Almonds	\$1.50
5170	Butterfinger	\$1.50
5172	*Sweet and Salty Mix	\$1.66
5173	*Salted Peanuts	\$1.41
5174	*All Energy Trail Mix	\$1.79
5175	*Mango Pineapple Trail Mix	\$1.66
5176	*Banana Chips	\$2.13
5180	Assorted Jolly Rancher	\$1.96
5181	Starburst	\$1.50
5182	Starlight Mint	\$1.91
5183	Atomic Fire Balls	\$1.96
5184	Butterscotch	\$1.91
5185	Sugar Free Fruit Candy	\$1.91
5186	Tootsie Pop	\$0.39
5187	Fruit Roll-up	\$0.75
5189	*Strawberry Pop Tart	\$1.60
5191	Treat Marshmallow	\$1.34
5192	*Brown Sugar Pop Tart	\$1.60
5193	Pay Day Bar	\$1.50
5194	Skittles	\$1.50
6409	*Cappuccino Vanilla	\$0.80
6411	*Decaf Single Serve Coffee	\$0.56
6412	*ECONOMY COFFEE 3 OZ.	\$5.87
6415	*Maxwell HouseCoffee 3 OZ.	\$9.30
6416	*3 oz Decaf Coffee	\$7.05
6419	*Tea w/sugar ea.	\$0.43
6420	*Instant Cocoa Single	\$0.58
6421	*Powdered Milk	\$4.23
6430	Black Cherry Drink instant	\$0.43
6432	Grape Drink 1ct instant	\$0.43
6435	Drink Lemon 1ct.instant	\$0.43
6435	Drink Lemon 1ct.instant	\$0.43
6440	Orange Drink 1ct.instant	\$0.43
6445	Tropical Drink 1ct.instant	\$0.43
7002	*Honey Nut Scooters 1oz	\$1.06
7003	*Berry Colossal Crunch 1 oz	\$1.06
7004	*Frosted Flakes 1 oz	\$1.06
7010	*Flour Tortillas	\$3.78
7014	*Dill Pickle Lrg.	\$2.04
7015	*Pickle Hot Lrg.	\$2.04
7016	*Variety Pack Oatmeal	\$5.87
7019	*Vegetable Spicy Noodle	\$0.82

7020	*Beef Noodle	\$0.82
7021	*Chicken Noodle	\$0.82
7022	*Shrimp Noodle	\$0.82
7023	*Hot Noodle Chili	\$0.82
7024	*Soy Sauce Noodles	\$0.82
7026	*Nacho Cheese Cup	\$2.41
7031	*Sausage Beef 5oz	\$4.22
7032	*Spicy Beef Sausage 5oz	\$4.22
7034	*1.125 oz Beef Sausage Stick	\$1.29
7035	*Meat Cheese Sticks Hot	\$1.49
7036	*Cream Cheese Squeeze 0.75 oz	\$1.11
7037	*Habanero Squeeze Cheese 1 oz	\$1.48
7038	*Ched Squeeze Cheese 1oz	\$1.48
7039	*Jal Squeeze Cheese 1oz	\$1.48
7040	*Salt 10ct	\$0.34
7041	*Pepper 10ct	\$0.34
7042	*Sugar 10ct	\$0.71
7043	*Substitute Sugar 10ct	\$0.71
7044	*Non-Dairy Creamer 10ct	\$0.84
7045	*Hot Sauce 5ct.	\$0.77
7047	*Mustard 10 ct	\$1.07
7048	*Ketchup 10 ct	\$1.07
7049	*Ranch Dressing Packet	\$0.74
7050	*Spicy Cheddar Crackers	\$0.77
7051	*Squeeze Peanut Butter	\$0.73
7052	*Strawberry Squeeze Jam	\$0.59
7053	*Round Toasted PB Crackers	\$0.77
7054	*PB on Cheese Crackers	\$0.77
7055	*Jelly Grape Squeeze	\$0.59
7058	*Saltine Crackers(1sleeve)	\$1.76
7059	*Snack Crackers(1sleeve)	\$1.99
7060	*Oats and Honey Granola	\$1.07
7062	Mayonnaise 5ct	\$0.80
7079	*Vienna Sausage Chicken 2.78 oz	\$2.40
7080	*Chicken Pouch 3 oz	\$5.30
7082	*Tuna Pouch	\$3.57
7084	*Dehydrated Ref Beans 8oz	\$4.03
7085	Beef Stew 11.25 oz. Pouch	\$3.91
7086	Hot Chili Beans Pouch 11.25 oz	\$4.02
7087	*Hot Sauce Sardines	\$2.42
7088	Sliced Jalapeno .7oz.	\$1.08
7089	*Sardine Pouch	\$2.42
7090	*Red Beans and Rice 2oz	\$1.91
7091	*White Rice 2oz	\$1.15
7093	*Loaded Mashed Potatoes	\$3.75

7100	Banana Moon pie	\$1.27
7101	Choc. Moon pie	\$1.27
7102	Honey Bun	\$1.55
7108	Cupcake Chocolate	\$1.87
7109	Cinnamon Roll	\$1.87
7110	White Mini. Donuts	\$1.87
7111	Choc. Mini Donut	\$1.87
7112	*Chocolate Chip Cookie Bag	\$1.76
7113	Oatmeal Creme Pie	\$1.55
7115	Buddy Bars	\$1.55
7118	*Duplex Cookies	\$1.50
7121	*Cookies Peanut Butter	\$1.50
7122	*Vanilla Cream Cookies	\$1.50
7123	*Lemon Cream Cookies	\$1.50
7125	*Cheetos Crunchy	\$1.50
7126	*Flamin Hot Cheetos	\$1.50
7129	*Fritos Chili Cheese	\$1.50
7131	*Doritos Nacho Cheese	\$1.50
7146	*Pork Skin Sm. Hot & Spicy	\$0.88
7150	*Cheesy Jalapeno Curls	\$1.76
7154	*Original Fritos	\$1.50
7156	*Sour Cream and Chive Chip	\$1.50
7158	*Jalapeno and Cheddar Chips	\$1.50
7160	*BBQ Chips	\$1.50
7170	*Jal. Pretzel Pieces	\$1.61
7172	*Honey Mustard Pretzel Pieces	\$1.61

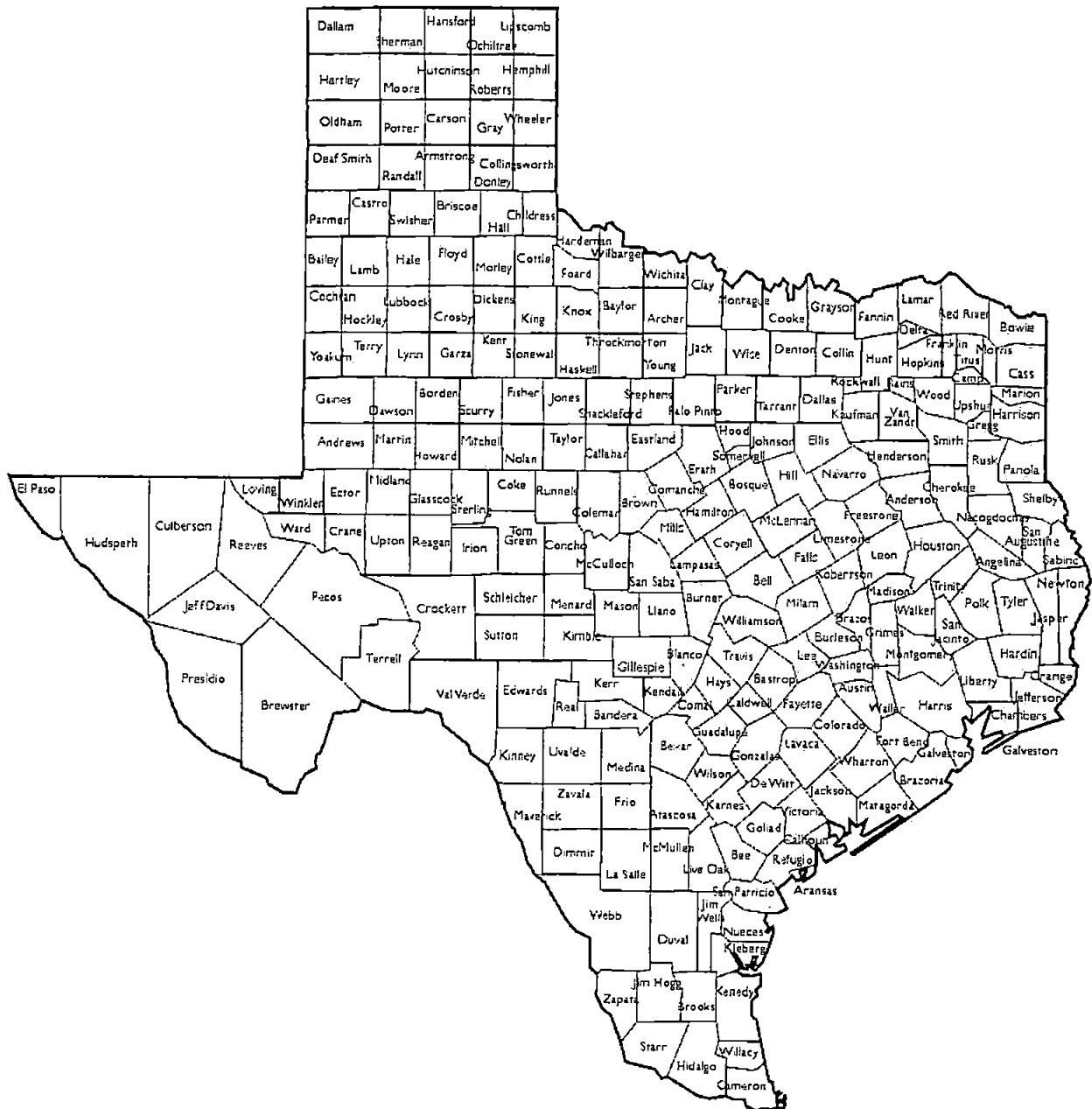
Other Benefits for using Lone Star Commissary

- Inmate orders are placed by the inmates from the phones/Kiosks located in inmate cell locations.
- Inmate orders will be delivered in sealed individual clear plastic bags.
- Inmate orders will contain double receipts, one for the inmate and one for the county. Receipts will show balance before commissary order and remaining balance after order.
- Inmate orders will be delivered to facility in Rubbermaid type tubs to ensure product quality.
- Orders will be grouped according to the schematics of the jail.
- Inmates leaving facility before commissary delivery can have the account credited for products not received.
- All inmate orders will be delivered within 24 hours of order being received.
- Inmate orders will be delivered to facility in an air-conditioned cargo area.
- All information can be edited on any inmate. i.e., booking number, housing unit, etc.
- Menu restrictions can be assigned to individual or entire tank. i.e., medical, disciplinary restrictions.
- The presiding sheriff has control over all prices and menu items available to facility.
- Software support is available 24 hours a day and 7 days a week. Technical support is to be provided by Lone Star Commissary backed up by the computer manufacturer and Software Company.
- Software capabilities to include but not limited to full auditing reports, inmate banking and check book reconciliation. User based security levels with restricted access.
- Reports for indigent inmates, inmate accounts, and facility account information can be printed at any time for auditing information.
- Software capable of applying percentage of inmates' deposits to outstanding debts. Percentages determined by facility.

- Software can show a negative balance for all charges, such as medical and restitution.
- All software and hardware will be provided to the facility at not cost.

CURRENT CUSTOMERS FOR LONE STAR COMMISSARY

NOT JUST THE ONES WE WANT YOU TO SEE!!!



Current Customer List

Maxey Cerliano
Sheriff of Gregg County
101 E. Methvin
Longview, TX 75601
903.753.3560
Inmate Count: 916

Jeff Neal
Sheriff at Bowie County Texas
100 North State Line Ave.
Texarkana, TX 75501
903.798.3149
Inmate Count: 921

Elmer Tanner
Sheriff of Navarro County
312 W. 2nd Ave.
Corsicana, TX 75110
903.654.3001
Inmate Count: 290

Warden Fredieu
Warden for Angelina County
2311 E. Lufkin Ave.
Lufkin, TX 75901
936.639.8771
Inmate Count: 279

Detrah Lacy
Warden for the Jefferson County
1001 Pearl Street
Beaumont, TX 77701
409.434.4653
Inmate Count: 501

Mark W. Reynolds
Sheriff of Comal County
3005 West San Antonio St.
New Braunfels, TX 78130
830.620.3420
Inmate Count: 337

Byron Lyons
Sheriff of the Polk County IAH
Secure Adult Detention Center
3400 FM 350 South
Livingston, TX 77351
936.967.8000
Inmate Count: 1056

Brian Beavers
Sheriff for Kaufman County
P.O. Drawer 849
Kaufman, TX 75142
972.932.4337
Inmate Count: 531

Hayley Harris
Parker County Commissary Officer
129 Hogle Street
Weatherford, TX 76986
817.594.8845
Inmate Count: 437

Jennifer Lewman
Jail Admin. for Walker County
717 FM 2821 W. Ste. 500
Huntsville, TX 77320
936.435.2400
Inmate Count: 268

David Turrurbiarte
Captain of the Limestone County Jail
1221 E Yeagua Street
Groesbeck, TX 76642
254.729.3278
Inmate Count: 213

Bryan Weatherford
Sheriff of Tyler County
702 Magnolia
Woodile, TX 75979
409.2.631
Inmatount: 43

Current Customer List

Todd Harris

Jail Administrator Chambers County
P.O. Box 998
Anahuac, TX 77514
409.267.8322
Inmate Count: 148

Lynn Brownlee

Jail Admin for Eastland County
201 W. White Street
Eastland, TX 76448
254.629.1774
Inmate Count: 97

Chris Pounds

Sheriff of Comanche County
300 Industrial Blvd.
Comanche, TX 76442
325.356.7533
Inmate Count: 145

Bonnie Bishop

Commissary Officer for Liberty County
2400 Beaumont Ave.
Liberty, TX 77575
936.336.4500
Inmate Count: 372

Micah C. Harmon

Sheriff of Lavaca County
P.O. Box 373
Hallettsville, TX 77964
361.798.2121
Inmate Count: 48

Mark Davis

Sheriff of Hardin County
P.O. Box 1990
Kountze, TX 77625
409.246.3441
Inmate Count: 196

Larry Rowe

Sheriff of Cass County
P.O. Box 180
Linden, TX 75563
903.756.7511
Inmate Count: 96

Patrick Toombs

Sheriff of Mitchell County
333 Pine St.
Colorado City, TX 79512
325.728.5261
Inmate Count: 99

Cpt. Les Karnes

Jail Admin. for Brown County
1050 W. Commerce
Brownwood, TX 76801
325.646.5510
Inmate Count: 196

Lt. Ramirez

Jail Lt. for Lee County
P.O. Box 98
Giddings, TX 78942
979.542.2800
Inmate Count: 107

Randy Hargrove, Sr.

Sheriff of Houston County
112 E. Houston Ave.
Crockett, TX 75835
936.544.2862
Inmate Count: 80

Sgt. Ramos

Sargent over Commissary at Coryell County
510 Leon Street
Gatesville, TX 76528
254.865.7201
Inmate Count: 92

Current Customer List

Rosa Bass

Jail Administrator San Jacinto County
75 West Cedar
Coldspring, TX 77331
936.653.4367
Inmate Count: 144

DavisUse'

Jail Administrator Grimes County
382 M149 West
Anersn, TX 77830
93.87.2151
ImateCount: 111

Lea Elsbury

Asst. Jail Administrator Blanco County
400 South Hwy 281
Johnson City, TX 78636
830.868.7104
Inmate Count: 56

SteveHendrix

Sheriff of Van Zandt County
1220 . Dallas Street
Canto, TX 75103
903.56.4133
Inmat Count: 192

Danny Jimenez

Sheriff of Jones County
1226 Commercial Ave.
Anson, TX 79501
325.823.3201
Inmate Count: 96

Gerald Yezak

Sheriff of Robertson County
113 W Decherd St
Franklin, TX 77856
979.828.3299
Inmate Count: 54

Tina McMullan

Jail Administrator for Panola County
314 Wllington
Carthae, TX 75633
903.63.0333
Inmat Count: 160

COMMISSARY SERVICE AGREEMENT

THIS AGREEMENT made the 9th day of April 2021, by and between **Navarro County Sheriff's Office**, hereinafter referred to as "**CLIENT**", with home offices located 312 West Second Avenue, Corsicana, TX 75110 and "**Lone Star Commissary**", hereinafter referred to as "**Lone Star Commissary**", with home offices located at 3664 State Hwy 19, Huntsville, Texas 77320 for provision of commissary services to one (1) adult correctional facility located in the State of Texas at the following location:

Navarro County Sheriff's Office
312 West Second Avenue
Corsicana, TX 75110

WHEREAS, the CLIENT desires to avail itself of LONE STAR COMMISSARY services, and **WHEREAS**, LONE STAR COMMISSARY desires to provide commissary services for the CLIENT, now here fore, in consideration of the mutual covenants and agreements hereinafter set forth, the parties, intended to be legally bound hereby, agree as follows:

I. CLIENT'S GRANT TO LONE STAR COMMISSARY

The Client grants unto Lone Star Commissary, as an independent contractor, the exclusive right to sell commissary products to inmates in the above referenced jail.

II. LONE STAR COMMISSARY'S RESPONSIBILITIES

- A.) Pursuant to the provisions of the Agreement, Lone Star Commissary 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. Lone Star Commissary 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 Lone Star Commissary, during the term of this contract.
- B.) Lone Star Commissary agrees to comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment.

COMMISSARY SERVICE AGREEMENT

III. FACILITIES AND EQUIPMENT

- A.) The Client has the option to select and designate a mutually agreeable time and place of service and type of products sold. Lone Star Commissary 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 National Sanitation Foundation.
- B.) It is hereby agreed that neither the Sheriff nor the Navarro County Sheriff's Office assumes any responsibility whatsoever for any damage to the equipment while on its premises, unless the equipment is willfully abused or misused.

IV. INDEMNIFICATION

- A.) Lone Star Commissary shall indemnify The Client against any loss, damage, injury or death caused by Lone Star Commissary negligent acts or omissions or the negligent acts of Lone Star Commissary agents or employees, or losses, damages, injuries or death caused by Lone Star Commissary negligence and arising out of the consumption or use of the Products sold; provided, however, that nothing contained herein shall require Lone Star Commissary to defend or indemnify The Client for losses, damages, injuries or death arising out of the negligence of The Client, its agents or employees.
- B.) Lone Star Commissary's obligation to hold The Client harmless pursuant to the agreement shall be dependent upon The Client promptly notifying Lone Star Commissary in writing of any such claims or lawsuits against either Lone Star Commissary or The Client, but in no event not later than thirty (30) days after the date The Client first receives notification.

V. MENUS AND SERVICE SPECIFICATIONS:

The Client and Lone Star Commissary, will mutually agree on prices and services specification.

VI. LICENSES, PERMITS AND TAXES:

Lone Star Commissary will be responsible for all federal, state and local license, taxes and permits in connection with the commissary it provides for the Navarro County Sheriff's Office, except that Lone Star Commissary will have no liability for real estate or other taxes levied on property or equipment owned by the Client.

COMMISSARY SERVICE AGREEMENT

VII. INSURANCE:

Lone Star Commissary 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 mutual protection of The Navarro County Sheriff's Office and Lone Star Commissary. Lone Star Commissary will furnish to The Navarro County Sheriff's Office certificates of insurance indicating that such coverage is in effect, and will annually furnish to The Navarro County Sheriff's Office, certificates of insurance indicating that such coverage is in effect and there has been no lapse of coverage.

VIII. FINANCIAL ARRANGEMENT

- A.) Lone Star Commissary will be reimbursed on a weekly basis from monies generated from the Inmate Trust Fund. This responsibility is to be monitored by The Navarro County Sheriff's Office. Outstanding balances greater than 30 days may be subject to interest @10%, per annum.
- C.) The commission check will be due by the 20th of each month for the prior month's activity for all invoices paid by the Client. The commission to be paid to The Navarro County Inmate Trust Fund shall be _____ of the sum of Total Gross Sales (inclusive of Sales Tax) less all Sales Taxes less any or all agreed upon items to be excluded from the Sales Total as listed below:
1. U.S. Postage
 2. Postage Products
 3. Phone Cards
 4. Tobacco

IX. 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 the Client's financial arrangement, if such is used, an independent contractor relationship is hereby established under the terms and conditions of this Agreement, that employees of Lone Star Commissary are not nor shall they be deemed to be employees of The Client and, that employees of The Client are not nor shall they be deemed to be employees of Lone Star Commissary.

COMMISSARY SERVICE AGREEMENT

X. LONE STAR COMMISSARY TITLE TO SOFTWARE & HARDWARE

- A.) All software installed by Lone Star Commissary pursuant to the provisions of this Agreement are and shall at all times remain the property of Lone Star Commissary, with title vested in Lone Star Commissary, and The Client shall have no property interest in said software. The Client agrees to permit only employees and agents of Lone Star Commissary to remove, open, copy, or tamper with said software of Lone Star Commissary. There shall be no unauthorized copies or modifications made to the software without the expressed written consent by an officer of Lone Star Commissary.
- B.) All hardware installed by Lone Star Commissary shall remain the property of Lone Star Commissary.
- C.) All Maintenance, Repair, or Replacement of hardware shall be the responsibility of Lone Star Commissary under normal operating conditions. Lone Star Commissary will not be responsible if equipment is abused or used for other purposes other than commissary functions.

XI. COMMENCEMENT AND TERMINATION

This Agreement shall become effective as of/or around May 1st 2021, and shall remain in effect for thirty six months (3 years) with the option to renew for two (2) additional one (1) year terms. It shall thereafter renew itself automatically for similar periods until either party gives notice of termination in writing by registered mail at least thirty (30) days prior to the expiration of this Agreement, or any renewal term hereof.

- A.) If either party 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 XII 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. Lone Star Commissary may cancel this agreement with 30 days notice if its operation becomes unprofitable.
- B.) Until the termination or expiration of this Agreement, Lone Star Commissary shall as soon thereafter as is feasible, remove its software and hardware.

COMMISSARY SERVICE AGREEMENT

XII. 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 disturbance, strikes, lockouts differences with workman, fires, flood, acts of God, or any other reason whatsoever which is not within the control 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.

XIII. NOTICES:

All notices to The Navarro County Sheriff's Office shall be addressed to it at:
312 West Second Avenue
Corsican, TX 75110

All notices to Lone Star Commissary shall Be addressed to it at:
3664 State Hwy 19
Huntsville, Texas 77320

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 NAVARRO COUNTY
SHERIFF'S OFFICE**

BY: _____
Elmer Tanner
Sheriff

DATED: _____

LONE STAR COMMISSARY

BY: 
Tim Calcote
Chief Operating Officer

DATED: 4-6-21