



LEXINGTON

ADDENDUM

This Addendum is made this _____ day of _____, 2017, by and between **TRINITY CORRECTIONS SERVICES, INC. ("Trinity")**, a foreign corporation with its principal corporate office located at 477 Commerce Blvd., Oldsmar, FL 34677, and the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ("LFUCG")**, an urban county government pursuant to Chapter 67A of the Kentucky Revised Statutes, located at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "Client" or "LFUCG").

In addition to the provisions set forth in Bid #36-2017 Commissary Services for Community Corrections (the "Bid"), which is attached hereto as Exhibit A and incorporated herein by reference, Trinity and LFUCG agree that the following terms and conditions shall govern whenever Trinity provides services to LFUCG pursuant to the Bid with respect to the protection of personally identifiable information ("PII"), which, for purposes of this Addendum, shall include, without limitation:

An individual's first name or first initial and last name in combination with any one or more of the following data elements, when either the name or the data elements are not encrypted: (1) Social security number. (2) Driver's license number. (3) Account number, credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. (4) "Personal Information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

A. RISK MANAGEMENT PROVISIONS INSURANCE AND INDEMNIFICATION

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.

- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses , including but not limited to, demands, claims, obligations, causes of action, judgments , penalties, fines , liens, costs, expenses , interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to the loss or substantial impairment of data owned or controlled by LFUCG, or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor, which shall include any security risk or threat created or attributed to the negligent acts, errors or omissions or willful misconduct of the Vendor, or by a third party, provided that the security risk created or attributed to said party was reasonably foreseeable to Vendor at the time the security risk or threat occurred; and (b) not caused by the negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.
- (5) LFUCG is a political subdivision of the Commonwealth of Kentucky. Vendor acknowledges and agrees that LFUCG is unable to provide indemnity or otherwise save, hold harmless, or defend the Vendor in any manner.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

Accepted by:

Trinity



Authorized Signature

John Puricelli

Name - Type or Print

Executive Vice President

Title

6/27/17

Date

Accepted by:

LFUCG

Authorized Signature

Name - Type or Print

Title

Date

EXHIBIT A – BID NO. 36-2017 COMMISSARY SERVICES FOR COMMUNITY
CORRECTIONS “THE BID” (21 PAGES)



Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: March 13, 2017

INVITATION TO BID #36-2017 Commissary Services for Community Corrections

Bid Opening Date: March 27, 2017

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Price Contract

Pre Bid Meeting: N/A

Pre Bid Time: N/A

Address: N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **3/27/2017**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 600 Old Frankfort Circle, Lexington, KY 40510

Bid Security Required: ___ Yes No *Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).*

Performance Bond Required: Yes ___ No

Check One:		Proposed Delivery:
<input checked="" type="checkbox"/> Bid Specifications Met	<input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i>	___ days after acceptance of bid.
Procurement Card Usage —The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? ___ Yes <input checked="" type="checkbox"/> No		

Submitted by: Trinity Services Group, Inc.

Firm Name

477 Commerce Blvd.

Address

Oldsmar, FL 34677

City, State & Zip

Bid must be signed:
(original signature)

 Executive Vice President
Signature of Authorized Company Representative – Title

John Puricelli
Representative's Name (Typed or printed)

314-919-4124

Area Code - Phone – Extension Fax #

jpuricelli@keefegroup.com

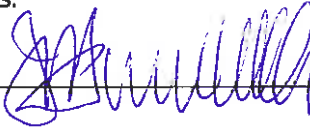
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, John Puricelli, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is John Puricelli and he/she is the individual submitting the bid or is the authorized representative of Trinity Services Group, Inc. the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

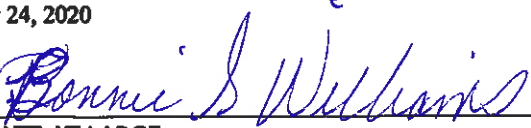
Further, Affiant sayeth naught. 

STATE OF Missouri

COUNTY OF St. Louis

The foregoing instrument was subscribed, sworn to and acknowledged before me by John Puricelli on this the 15th day of March, 2017.

BONNIE S. WILLIAMS
Notary Public - State of Missouri
My Commission expires: My Commission Expires October 24, 2020
St. Louis County
Commission #12409046


NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes x No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

"Bid on #36-2017 Commissary Services for Community Corrections"

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.

- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*

- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central

Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

III. Procurement Contract Bid Conditions

- A. The terms of this agreement shall be for 3 year(s) from the date of acceptance of this contract by the Lexington-Fayette Urban County Government. This agreement may be automatically extended for an additional 2-(1) year(s) renewal. This contract may be canceled by either party thirty (30) days after delivery by canceling party of written notice of intent to cancel to the other contracting party.
- B. Price Changes **(Space Checked Applies)**
 - () 1. Prices quoted in response to the Invitation shall be firm prices for the first 90 days of the Procurement Contract. After 90 days, prices may be subject to revision and such changes shall be based on general industry changes. Revision may be either increases or decreases and may be requested by either party. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least twenty (20) days prior to the effective date and are subject to written acceptance before becoming effective. Proof of the validity of a request for revision shall be responsibility of the requesting party. The Lexington-Fayette Urban County Government shall receive the benefit of any decline that the seller shall offer his other accounts.
 - () 2. No provision for price change is made herein. Prices are to be firm for the term of this contract.
 - () 3. Procurement Level Contract
- C. If any contract item is not available from the vendor, the Lexington-Fayette Urban County Government, at its option, may permit the item to be back-ordered or may procure the item on the open market.
- D. All invoices must bear reference to the Lexington-Fayette Urban County Government Purchasing document numbers which are being billed.
- E. This contract may be canceled by the Lexington-Fayette Urban County Government if it is determined that the Bidder has failed to perform under the terms of this agreement, such cancellation to be effective upon receipt of written notice of cancellation by the Bidder.
- F. No substitutions for articles specified herein may be made without prior approval of the Division of Central Purchasing.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

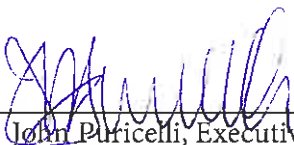
The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



Signature John Puricelli, Executive Vice President

Trinity Services Group, Inc.

Name of Business

GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. **Assignment of Contract:** The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. **No Waiver:** No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. **Authority to do Business:** Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. **Governing Law:** This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. **Ability to Meet Obligations:** Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
19. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature John Poricelli, Executive Vice President _____
Date

Technical Proposal

Introduction

Trinity Services Group, a corporation, is the largest privately owned, independent, comprehensive food and commissary service provider in the corrections industry. Operating in 35 states, Puerto Rico and the U.S. Virgin Islands, Trinity is committed to providing customized, cost-savings solutions for every size and type of operation. Trinity has been operating for more than 30 years, and we pride ourselves on building personal relationships to better meet your needs. Our approach is distinct—a local focus backed by national resources and expertise.

As you review our proposal, you will discover many characteristics that clearly distinguish Trinity from others in the industry. It is our ability to listen to individual facility needs and to tailor a program to meet those needs. Each account is a partnership with unique programs developed specifically for their situation. Our company offers the highest quality products designed specifically for the corrections market - some packaged in our own plant, others through our extensive business relationships with manufacturers of consumer products - both enables Trinity to offer the most competitive pricing.

Qualifications

As your current provider of Commissary and Food Service, Trinity has a distinct understanding of the job at hand. In fact, the recent Trinity/Keefe merger provides the County with two vendors that lead the market in commissary and food service needs—we know the intricacies of the County and our team is committed to assisting the County in attaining your stated goals and objectives. No other Commissary provider can offer the experience and knowledge that Trinity/Keefe provide to the County.

With a network of proud and satisfied clients that champion our solution-based philosophy, we are confident that we can continue to provide the solutions that will create a smooth path for the Lexington-Fayette Urban County Government Community Corrections to attain its goals and objectives, as we have for many of our current clients.

We Understand - Here's Our Plan

Our operational team will continue to work hard for the Lexington-Fayette facility to ensure we address “What is Important to You.” As stated throughout our proposal, Trinity is committed to performing the job at hand in a professional manner that incorporates all of the agreed upon requirements and solutions that the facility needs and that we are recommending. Our goal is to provide a solution that will perform in accordance with the Scope of Work and in compliance with the requirements of the American Jail Association, National Sheriff’s Association, American Correctional Association, Commission on Accreditation for Law Enforcement Accreditation, as well as, all local, state, Federal Grant, and Federal laws and regulations.

Our Total Solution Proposal for Lexington-Fayette

- Continues to reduce staff time required to handle inmate banking activities and commissary services so you can reallocate resources where you need them most
- Provides a powerful, user-friendly technology solution—fully paid for by your inmates—that will grow revenue, reduce costs, and improve overall efficiency

Software and Hardware Package

- Trinity's Canteen Manager software
- 3 Upgraded Lobby Kiosks (including 1 for drug testing deposits)
- 1 Additional Lobby Kiosk at Adult Probation
- 2 Upgraded Booking Kiosk
- 2 Smart Card Readers
- 2 MICR printers (with MICR toner and checks)
- 1 Hot/Cold Cart
- Trinity In-House Tech Team Support
- 24 / 7 / 365 Tech Support Hot Line
- Comprehensive Configuration, Setup & Training

Commissary Operations Management

- Full-service team and operations center in St. Louis, MO
- Off-site order fulfillment and on-site delivery by Trinity's in-house team as scheduled
- Local management with authority for fast decisions
- High-quality name brands your inmates trust
- Easy, technology-based commissary ordering
- Clean, secure order prep and delivery; Trinity's screened, industry-envied operations team
- No-substitution, no-backorder policy
- 99.8% order fill rates

Company Achievements

Trinity has approximately 1000 clients across the United States. Below is a representation of individual facility achievements to attest to our experience in providing Correctional Commissary Management services.

In April 2014, **Florida Department of Corrections** chose Trinity to operate their Canteen services. Trinity successfully transitioned 257 service locations throughout the State in 90 days! Today, we operate 373 inmate Canteens during the week and 106 Visitor Park Canteens on the weekends. Commissary products are delivered, usually weekly, to approximately 50 warehouses throughout the State. The Canteen Stores are operated by inmate store clerks and use a sophisticated bar code POS (point of sale) system to “sell” products to their fellow inmates. Our name brand products and client focused approach has resulted in a number of significant improvements along with increased sales. ADP: 89,000

Since 2009, the partnership between Trinity and the **Broward Sheriff’s Office** (BSO) in Florida has resulted in streamline processes and customized systems. Trinity’s Canteen Manager program has allowed Inmate Banking to go paperless and abridge processes. The ASK system functions as the middleware program for the housing kiosk, which Trinity installed over 175 housing kiosks throughout four jails. Inmates can order from their housing kiosk, see all activity on their banking account, file grievances/ requests, and view the handbook in three different languages. ADP: 4,500.

Weber County Sheriff’s Office knows that food and commissary services are critical, complex, and costly processes and when it’s used to its full potential, it can be an effective management tool and an asset to the organization. Trinity has provided Weber County with an on-site staff that is extremely knowledgeable and efficient; they manage inmate workers and are in constant contact with the facility. ADP: 1000

Utah County Sheriff’s Department is one of the original facilities utilizing our current generation of correctional technology. Our strong partnership has lead to Utah County serving as a field test site for system enhancements and updates. Their valuable feedback has enabled Trinity to deployed new systems that meet the needs of correctional facilities. Utah County is a fully wireless environment that supports 32 inmate kiosks and the Canteen Manager Inmate Banking system. ADP: 900

OUR VISION

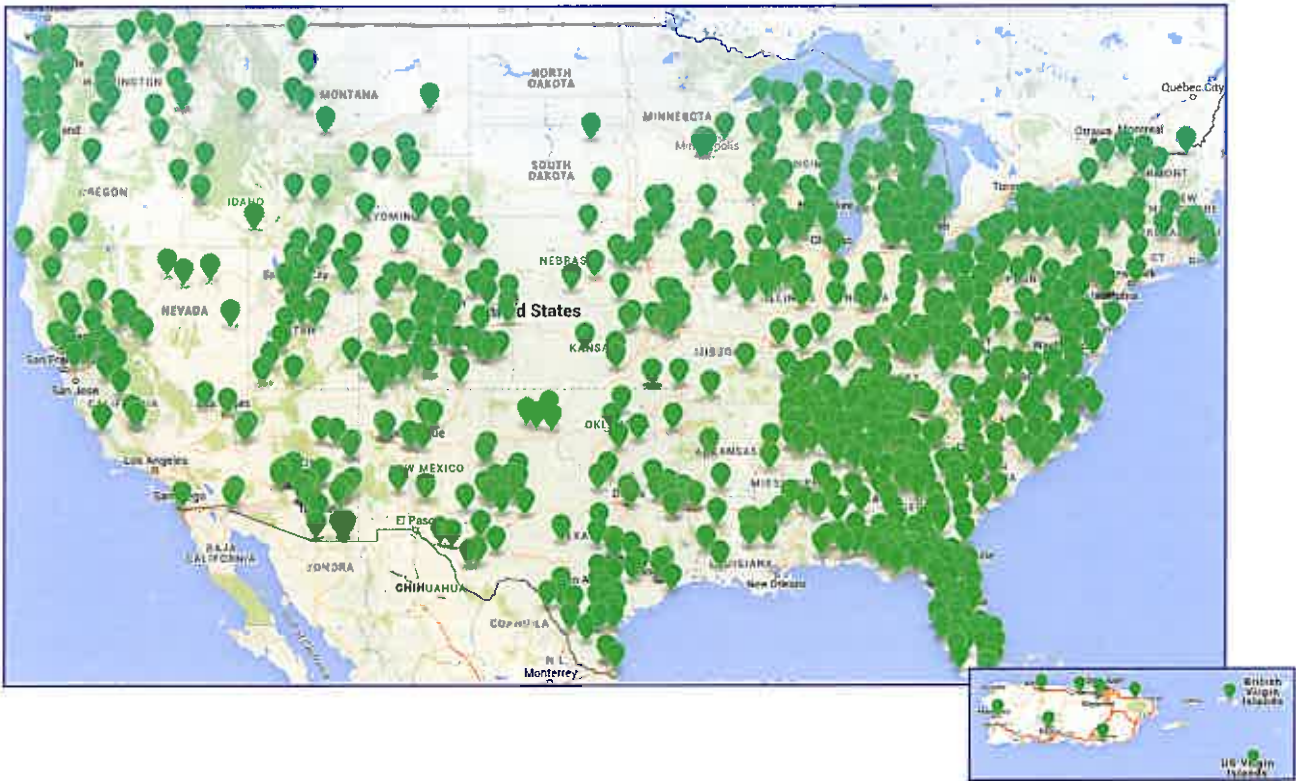
To be the industry’s best team, delivering innovative solutions and profitable relationships.

OUR MISSION

We are committed to consistently delivering quality support services and products to correctional facilities for the shared benefit of our Team Members, Customers, and Partners.



Trinity Locations



Resumes of Key Personnel

Resume of Ken Skow, Regional Vice President

EXPERIENCE

Trinity Services Group, Inc. 2009 to present

Regional Vice President - 2015 - Present

- Responsible for overseeing process of making each service center more efficient and effective based on the Lean process and our back-to-basics objectives
- Manage and mentor each Regional Manager to ensure quality of operations and simplify processes
- Responsible for profitability of the commissary division and individual locations within each region
- Directly responsible for high level of client relations and satisfaction through regularly scheduled visitations
- Ultimately responsible for the warehouse operations with objectives to build cost savings, continually improve efficiencies and create innovative thinking, to managing the internal functions of the division

Regional Manager - 2009 - 2015

- Responsible for the Midwest Region Service Centers and operation services team
- P&L accountability for the region
- Directs and assist in the installation and startup of commissary and fiduciary programs
- Monitors the ongoing performance of operations teams
- Ensures that our work is in-step with the return-on-investment and other goals

Robert Half Management Recourses 2008 - 2009

Account Executive

- Identified and placed senior level accounting and finance professionals with corporations

MicroPowder Technologies, LLC 2004 - 2008

Chief Financial Officer

- Spearheaded the raising of \$2,450,000 in a Private Placement Memorandum for the investment into new plasma technology in the precious metals industry
- Responsible for all finance/accounting functions

The March Group, LLLP 2002 - 2004

Senior Business Analyst

- Developed and sold investment banking services throughout the United States to companies ranging from \$2,000,000 to \$100,000,000 in revenue
- Within six months, became the companies top business analyst

BIOGRAPHY for Steve Kruse

Regional Manager, Keefe Commissary Network - 21 Years

Steve began his tenure at Keefe Commissary Network in 1995 when he joined forces with one other Keefe employee to form the Technical Services Department. Steve brought more than seven years of network administration experience.

In 1999 Steve was promoted to Account Manager, managing accounts in the states of Arkansas, Kansas, Oklahoma and Kentucky over the course of his time in this position.

In January of 2010, Steve was promoted to Regional Manager for the Midwest region, encompassing 14 states. He played an instrumental role in bringing direct-debit vending services to market to in 2011.

Resume of Sheila D. Ward, Customer Training and Support

EXPERIENCE

Trinity Services Group, Oldsmar, FL April 2012 to Present
Customer Training and Support

- Assist clients with any issues, or concerns.
- Coordinate resources to ensure client needs are met in a timely and comprehensive manner.
- Oversee many aspects of transitioning clients to Trinity Services Group.
- Develop, maintain and implement training programs.
- Monitor warehouses & systems to pro-actively identify and resolve any issues that might occur.

Compass Group North America/Canteen Correctional Services, Charlotte, NC.....April 2009 - April 2012
Purchasing/Operations Manager

- Manage the purchasing needs for 8 distribution centers.
- Enforce and oversee warehouse safety regulations.
- Negotiate with vendors to obtain favorable contractual pricing.
- Design and perform Ad hoc reporting for Sales and Sales Operations Management.
- Create and implement client menus.
- Develop and maintain organizational strategies, operational efficiencies, and proposals for increasing efficiency and improving profitability.

State of Vermont, Department of Corrections, Waterbury, VT..... August 2004 to March 2009
Inmate Accounts, Commissary and Inmate Telephone Systems/Statewide Administrator

- Responsible for the daily supervision of commissary operations and inmate trust fund administration, comprised of nine facilities, 15 Commissary Administrators and 1,600 adult offenders, throughout Vermont.
- Track purchases, monitor and evaluate sales, and recommend enhancements.
- Prepared inmate commissary RFP, evaluated responses and made recommendations to DOC staff.
- Primary point of contact for: Facility system end-users, commissary representatives, Inmate trust bank representatives, Inmate telephone representatives, Inmate accounting software provider.
- Ensure compliance with contractual obligations and ACA standards. Collaborate with facility users, contract vendor(s), and DOC personnel regarding best practices, system upgrades and enhancements, changes in policy and procedure, menu changes, and security issues.
- Designed and implemented a centralized inmate lockbox account using FTP. Resulting in the efficient processing of inmate funds, saving the DOC approximately 4 FTE positions; providing both security and administrative staff additional time to focus on their primary job duties.
- Manage the Inmate Trust Account GL. Reconcile and audit over 1,600 inmate commissary accounts against the inmate trust fund and commercial bank account daily

Resume of Michael Sullivan, Manager of Commissary Technology

SUMMARY OF QUALIFICATIONS

- Able to install vision to achieve company goals and surpass production expectations while maintaining quality and customer service integrity.
- Successful in creating and implementing strategic plans and developing improved processes to meet short and long term objectives.
- Experienced in operations restructuring to address business growth and improved service.
- Interviews all potential employees, manages schedules for staff, evaluates performances and makes recommendations for promotions. Able to establish a team-spirited environment through a positive and proactive leadership style.
- Trains other management staff to ensure proper training for all other employees. Empowers all employees, not just managers, to make decisions in order to better service the customer.
- Ability to lead under pressure and maintain composure in sensitive, emotional, situations.
- Computer Skills: HTML, .NET, SQL, Expert MS Office, SAP, SalesForce, CRMs, 70+ WPM

EXPERIENCE

Trinity Services Group, Inc./Prevatek Development **March 2011 to Present**
Manager of Commissary Technology

- Held position within Prevatek Development as Vice President of Operations
- Directly train and manage all customer service and technical support department employees
- Primarily facilitate all projects and operations for my office and coordinates with other project management staff within Trinity Services Group
- Determine within our local office project requirements, scope, timeline, resource requirements, and objectives
- Provide leadership and expert consultation on the design, development, and implementation on all projects
- Play instrumental role in driving office to consistently meet deadlines and completion of projects.
- Develop, and maintain, strategies to establish trends and opportunities to capitalize on providing top level customer service
- Developed and implemented start up plans/operations for the employing and operation of our call center that handles all MyCarePack and Smart Deposit customers. Implemented software needed for this department
- Hired and trained, set up a department, and staffed a call center with added personal. Determined all requirements, providing timely hiring and training, and managed all out sourced resources to build completely new suite for this call center and our overall office.

T1 Analyst - February 2007 - April 2008

Handled technical troubleshooting within an enterprise environment, including system crashes, slow-downs and data recoveries. Engaged and tracked Priority 1 issues, with responsibility for the timely documentation, escalation (if appropriate), resolution and closure of trouble tickets.

Selected Contributions:

- As a T1 supported approximately 65,000 DB employees from all over the world
- As a T1 resolved many issues remotely without escalation (hardware, software, networking, virtual)
- As a T1 handled 40-60 technical/critical calls daily and consistently met high service standards
- As a L3 handled multiple analyst escalations, calls from field techs, and maintained incoming tickets
- As a L3 handled all incoming tickets related to Virtual Machine Support

CERTIFICATIONS

ITIL V.3 Certified (currently working on A+)

SYSTEMS

Windows NT/XP/ 7, Virtual Machines, Light Work with Unix, Mainframe, MacOS, Blackberry & Android

References

Arapahoe County Sheriff's Office

7375 South Potomac Street
Centennial, CO 80112

Lt. Tammy Vienot
(720) 874-3900
tvienot@co.arapahoe.co.us
ADP: 1,150

Pasco County Sheriff's Office

20101 Central Boulevard
Land O Lakes, FL 34637

Captain Rachael Williamson
(813) 235-6005
Rachael.Williamson@pascosheriff.org
ADP: 1,400

Galveston County Jail

5700 Avenue H
Galveston, TX 77551

Chief Mary Johnson
(409) 621-7929
mary.johnson@co.galveston.tx.us
ADP: 1,200

Louisville/Jefferson County Metro Government

611 West Jefferson Street
Louisville, KY 40202

Lt. Ricco Mitchell
(502) 574-2146
rico.mitchell@louisvilleky.gov
ADP: 2,000

Utah County Sheriff's Department

3075 N Main Street
Spanish Fork, UT 84660

Darin Durfey, Jail Chief Deputy
(801) 851-4003
darind@utahcounty.gov
ADP: 900

Weber County

721 W 12th Street
Ogden, UT 84404-5405

Sheriff Terry Thompson
(801) 778-6622
tthompso@co.weber.ut.us
ADP: 1,000

Response to Scope of Work

Order Preparation and Delivery

Trinity will provide an on-site commissary operation for the Lexington-Fayette jail. As an experienced national provider of outsourced commissary management services, as well as bulk product distribution to correctional facilities, Trinity brings expertise, state-of-the-art technology, and quality products to your facility.

Trinity places service to the client and the inmate population at the top of our operation plan. Lexington-Fayette expects and deserves a total commitment on the part of our staff to provide the best possible services, and we expect no less from our staff. Our competitors can certainly provide commissary services, but none of them can match our complete package of advanced technology, professional conduct, responsiveness, dedication, and a deep-seated desire to provide a commissary operation that is second to none in the industry. We encourage you to communicate with our references to confirm this standard of excellence.

Under our proposed plan, inmate commissary orders for both adult facilities will continue to be filled off-site, and completed orders will be distributed to the inmates by Trinity personnel. Orders placed via the package program, will be fulfilled at our warehouse located in Bridgeton, Missouri. These orders will be delivered to the facility via LTL carrier and distributed to the inmates by Trinity personnel.

The order process begins with our inmate phone ordering system. The inmates place their order using one of the phones inside the housing unit. We download the orders and pack them individually in a clear, plastic, perforated bag. We place them in cardboard boxes by housing location and prepare for delivery.

The Canteen Manager software will not allow an inmate to order beyond their account balance and enforces the facility's set spending and quantity limits, as well as any medical and disciplinary restrictions. It also monitors indigent statuses and only allows inmates who meet the indigent criteria of your facility to order an indigent kit.

Order Processing. Our warehouse software will generate the order pick list, which also serves as the invoice to be signed by the inmate upon receipt of his/her commissary order.

Each order contains a two-copy receipt that includes:

- Inmate's name, jail number, facility and cell location
- Order date
- Item description and quantity
- Item price, sales tax and total cost (sales tax is calculated, collected and remitted by Trinity)
- Inmate's account balance, both before and after sale
- Any items removed from the order, with the reason for removal (e.g. exceeds quantity allowed)

Inventory Policies

- All inventory products are rotated on a first in/first out basis as products are received.
- Pallets are marked with the expiration date and date received before they are put into picking positions or stocking areas.
- Random audits will be performed by corporate staff and/or Regional Managers
- Random cycle counts of at least 25 bulk items will be conducted at each location each week. Group Business Managers will be responsible for identifying the items to be counted and results should be recorded in the ALICE “Cycle Count Worksheet” program. All discrepancies will be investigated and explained.
- The cycle counts will be structured so that the top 25 selling items by inventory dollar for each location will be counted least once a quarter.
- Cycle count results will be tracked and audited by the Keefe Corporate Accounting Coordinator.
- Physical inventories where every item is counted and reconciled to the ledger will be conducted two times each calendar year.

Zero Contraband

All products are ordered from established and approved suppliers. Trinity’s On-site Staff will check in each order to ensure not only that all ordered products have arrived, but also that all packaging is secure and intact. We have never had an incident of contraband, in any form, using this arrangement. It is very unlikely that a driver or vendor employee would be able to insert contraband into a load, since each pallet is broken down and the products inventoried—ensuring that nothing has been added or removed.

Safety and Security

Trinity stresses safety and security to all staff members on an ongoing basis. Our staff will observe all of the facility’s security and safety policies and procedures during the delivery process and will follow any directives given to them by the facility’s staff.



Procedures Used for Return and Credit

We are very conscious of the fact that the inmate expects and deserves quality products and service. If a product is damaged on receipt, the inmate returns it to the delivery person for a credit. All credits will be processed after the initial delivery is complete.

When an inmate is released, his/her undeliverable commissary order can be credited to his/her account, or within the facility’s predefined timeframe, the commissary order can either be credited or claimed as belongings are claimed. Trinity will work with your facility to implement the most feasible option in handling commissary credits and returns for released inmates.

Procedures for Dealing with Complaints/ Grievances

Complaints are to be directed to the Trinity on-site manager, who will investigate, assess, and assign responsibility for resolution within 24 hours. Should our manager deem it prudent, he/she will visit with the inmate or staff to discuss the complaint and follow-up in writing. He/She will take immediate corrective action in resolving the complaint. A documented resolution will be issued within 24 hours. All facets (from issuance to resolution) of the complaint/grievance will be tracked, documented, and maintained in permanent records. The manager will not close the file until he/she has assessed the matter and determine that all corrective steps have been taken, all parties are informed, and the matter is resolved.

In order to address potential or resolve commissary product complaints quickly, our staff will have a container of back-up items with them during the delivery process so that missing or incorrect items can be easily provided or replaced at time of delivery. This process has proven to be very successful; inmate satisfaction increases and complaints/grievances decrease.

Smart Deposit Booking Kiosk

The Smart Deposit Booking Kiosk provides valuable features and benefits that only Smart Deposit can provide:

- Minimize staff cash handling and repeated counts, saving time
- Easy to use bilingual touch screen
- No cost to the correctional facility
- Accepts Cash
- Accepts Visa and MasterCard credit and check cards
- Real-time interface with our inmate financial fiduciary program
- Prints two receipts, one for inmate property file and one for jail records
- Can be used to apply funds to:
 - Commissary account
 - Post bond
 - Pay booking fees



Commissary Phone Ordering

Phone Ordering... **Solved!**

Delivering targeted, innovative solutions to real-world challenges.

Phone Technology -

A unique design, tailored to the specific needs of the corrections environment. Simple to follow key-press commands guide residents through placing their commissary order.

WHAT IS CAPS PHONE ORDERING?

The CAPS system was developed exclusively by Trinity Services Group to fully automate the commissary ordering process. Now, residents can enter their own orders without paper forms and without intrusive kiosk systems. Residents use easy to follow prompts to select items while the system tracks available balance. Seamlessly integrated with Trinity's exclusive inmate banking system to efficiently complete the order cycle. The CAPS phone ordering system allows you to efficiently collect orders, minimize paperwork and save time!

TRUSTED AUTOMATION

The one thing that makes Trinity Services Group different is experience. Trinity is a pioneer in the corrections industry. Using refined development and testing methods, the entire family of Trinity technology products can be implemented with confidence. Industry-leading technology combined with industry-leading customer service makes Trinity stand apart.



TRINITY SERVICES
GROUP

Benefits of Phone Ordering

- Seamless phone ordering platform
- Based on the latest VoIP technology
- No special phone requirements – works with any inmate calling system
- Complete security – orders can only be viewed by Trinity and your facility
- Full integration with the inmate banking platform
- Designed for the most demanding corrections environment – yours!

Benefits to your Facility

Totally paperless ordering lets your phone system do more! Orders are validated during the order entry process, giving residents feedback to order only permitted items. During packaging, orders go through a final verification to ensure only approved products are delivered to your facility. Fast to set up, easy to use, the CAPS system is the perfect commissary solution.



Debit Cards on Release

Smart Deposit Technology Solutions Debit Cards on Release

Fast, Simple and "Smart"

Today's correctional facilities demand quick and efficient solutions for inmate banking, including the distribution of inmate funds at release. Smart Deposit's debit cards on release meet that challenge. This service is free to the facility and removes the burden of writing checks at release.

Key Features:

- Fast, real-time loading with Canteen Manager™ (or your inmate banking system)
- Immediate activation and funds availability
- 24/7 Customer Service
- Accepted at over 900,000 ATMs worldwide
- Use for purchases at millions of merchants that accept Visa and MasterCard
- Replaceable if lost or stolen
 - Released inmate calls toll free number for card replacement

Benefits of Smart Deposit

- No cost to facility - low activation and ATM fees paid by card holder
- Simplifies the release process
- Reduces check writing
- Reduces bank account reconciliation time
- Overall reduced staff labor equals cost savings
- Highly Secure
- Real Time Card Loading
- Replaceable if lost or stolen
- Worldwide Acceptance
- 24/7/365 Customer Service

"Put 15 years of inmate banking experience to work for you..."



TRINITY SERVICES
GROUP



Important Information Guide

Your card is activated and ready to use immediately for purchases, cash back, etc.

Please ask your Jail Administrator for your PIN before departure.

Toll Free Phone Support:
1-800-384-4424

GET CASH AT AN ATM:

1. Insert your Card and enter your PIN.
2. Choose "Checking" as the account type to withdraw.
3. Enter the amount to be withdrawn.

PIN PURCHASES WITH CASH BACK:

1. Swipe card.
2. Select "Debit" and enter your PIN.
3. For cash back, enter the amount and it will be added to the purchase total.

**ATM fees may apply.*

Please keep this guide in the event that you lose your card.

How to avoid Service Fees:

- Please use card immediately to avoid any service fees! Your card will incur a service fee the third day after you are released.
- Go online to www.FCSprepald.com and sign up for an online account. You will be able to transfer money to your bank account through your online account.

Card Usage Fees

Weekly Service Fee	\$3.50
Signature Purchase (Choose "Credit")	FREE
POS PIN Purchase (Choose "Debit")	\$0.95
ATM Fee	\$2.50 (1 FEE/txn)
ATM (Balance Inquiry)	\$1.00
Bank Cash Advance	\$4.95
Live Customer Service	\$3.95 (1 FEE/txn)
Automated Customer Service (Balance Inquiry)	\$0.50 (1 FEE/txn)

** See cardholder agreement for complete list of fees*

Internet Ordering - MyCarePack

MyCarePack.com is a unique resource that allows family and friends to order commissary items through a web-based shopping cart. The MyCarePack site interacts with various external systems. We are responsible for building and maintaining these interfaces. All costs, as well as technical issues relating to interfaces with MyCarePack, are managed by Trinity.

Payment for MyCarePack purchases are received on the MyCarePack.com website. Trinity is responsible for the proper operation of the shopping cart software and all related functionality. This includes maintenance of Payment Card Industry (PCI) compliance standards, privacy policies, security policies, and all other industry-standard criteria for proper operation of a public-facing e-commerce web site. Payments received through the MyCarePack web site are deposited into a merchant account.

MyCarePack has an excellent track record of reliability and performance. The goal in supporting this application is to ensure the highest possible level of service and to allow Trinity and the correctional facility to take maximum advantage of this resource.

Family/Friends Holiday Sales

Our Family/Friends Holiday Sales program was developed in response to the vast amount of family members seeking permission to bring in special items for their loved ones. This program offers a way to meet the family's wish while maintaining a high level of security by ensuring that the items come from our warehouse and are contraband-free. The response to this program has been overwhelming.

During the holidays, family and friends have the opportunity to purchase a holiday gift for their incarcerated loved one. We assemble several pre-approved gift packs for each holiday and place order forms for the gifts in the visitation area.

Completed order forms are sent directly to Trinity for processing and gift bags are delivered to the inmate on their regularly designated commissary day.

Holiday gift sales are reported on the regular commissary sales report and provide additional commission revenue to your facility.



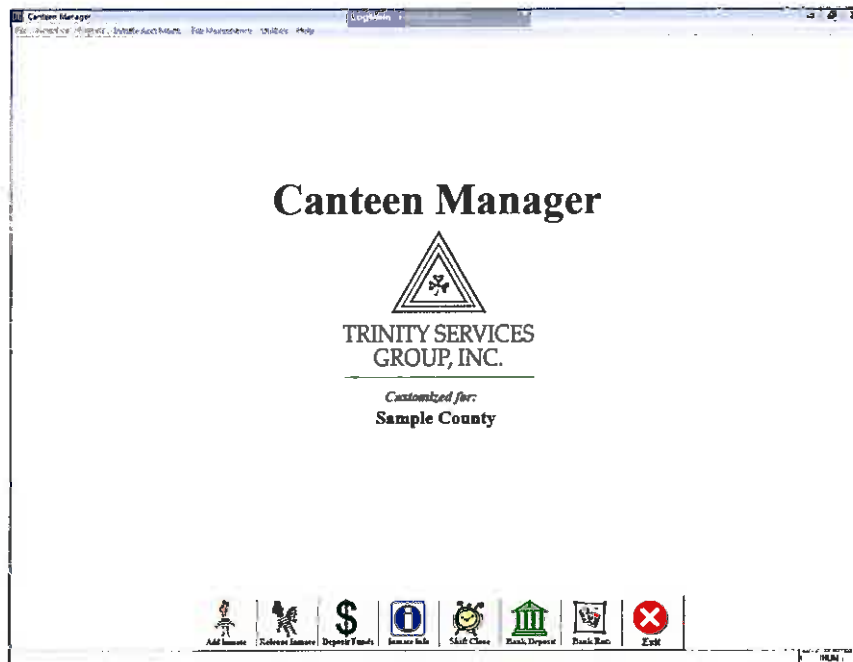
Banking Software

Canteen Manager™ Banking

Trinity Services Group's flagship inmate banking program, Canteen Manager™, is the premier banking and fiduciary system in today's correctional market. Designed specifically for the corrections industry, by corrections and finance specialists, the Canteen Manager meets all the complex fiduciary requirements in an easy-to-use format, and is installed in more than 150 locations. We have built a program that addresses almost every need in the corrections industry. Canteen Manager is designed to interface with your existing jail management system (JMS or JIMS) to reduce double-entry accounting and to give greater accuracy. The program is easy to install in any environment, including a Web-based version, and is scalable to any size facility. Canteen Manager interacts closely with other Trinity offerings (see below) now and in the future, making deployment of other value-added systems that much easier.

Our experienced information technology team supports the application from pre-installation planning, through installation and initial training, to ongoing support and training. The program is designed to fit into your environment so you will not have to re-invent the wheel when it is installed. We are constantly adding new features to Canteen Manager to meet the needs of correctional facilities.

We believe that our software meets and may even exceed your facility's requirements. Screen shots of Canteen Manager is provided on the following pages to show the system's capabilities. We welcome the opportunity to demonstrate the system to your facility managers.



Large buttons for easy navigation.

Canteen Manager™ with Smart Client

Inmate banking just got better using true client-server technology

In today's challenging environment, time and information are two of our most precious resources. Smart Client saves time while protecting critical inmate banking data.

WHY IS SMART CLIENT A GOOD CHOICE?

Smart Client is an additional way of deploying the industry leading Canteen Manager inmate banking software. Smart Client allows you to use your own internet access to operate the Canteen Manager. Data is saved to a remote data server. It is like the web - with better features and better security. Information is stored in a highly secure environment with redundant systems to ensure your data is always available.

TRUSTED AUTOMATION

The one thing that makes Trinity different is experience. Trinity is a pioneer in the corrections industry. Using refined development and testing methods, the entire family of Trinity technology products can be implemented with confidence. Industry-leading technology combined with industry-leading customer service makes Trinity stand apart.

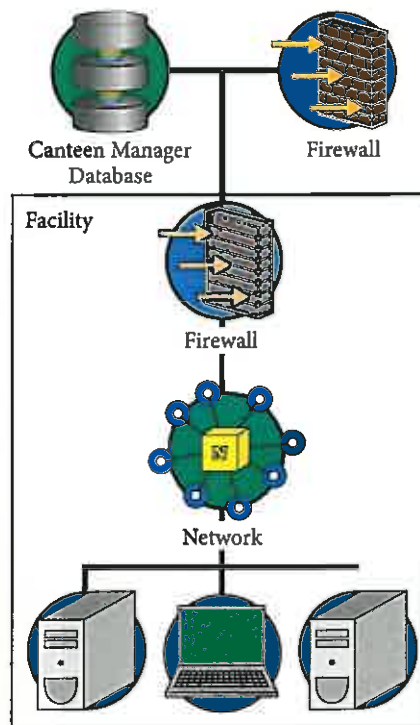
BENEFITS TO YOUR FACILITY

Drastically reduce the amount of time required by IT staff for installation and maintenance. And with a two-tier backup and multi-layer security system you can be confident that your inmate financial data is well cared for. Smart Client is a perfect fit for the most demanding corrections environment – yours!

Benefits of Smart Client

- No new hardware required at the facility site
- Fast deployment with minimal impact on the network
- Centralized backup management
- The highest level of hardware and software security
- Designed for the most demanding corrections environment – yours!

How It Works



TRINITY SERVICES
GROUP

Sample Invoices and Reports from Canteen Manager

Inmate List
By ID
Active Only

ID #	Cell Block	Name	Date Booked	Property #	Indigent	Freeze	Rest. Level	Total Balance
0000			05/19/2010		Y	N		200.00
00000			10/26/2011		Y	N		0.00
00214578			11/02/2011		Y	N		0.00
002222			11/02/2011		Y	N		0.00
0091823			09/22/2009		N	N		140.38
010101			11/09/2011		Y	N		0.45
0129233	H		10/07/2009		N	N		29.00
0233775	H		09/30/2009		N	N		20.00
100	I		09/23/2010	1	Y	N		0.00
1001226	H		09/15/2010		N	N		3,626.00
1002			09/28/2011		N	N		30.00
1002232			10/28/2009		N	N		250.00
1003			09/28/2011		N	N		30.00
1010227			11/04/2009		N	N		124.95
10122			10/31/2011		Y	N		0.00
10259			05/25/2010		N	N		145.99
11	J		07/24/2010	5a	N	N		6,672.00
1111			07/25/2010		Y	N		0.00
111112	D		07/25/2010	605-12	N	N		7,912.10
111222333	DORM-12-34		10/19/2011		Y	N		650.00
1122544			07/20/2010		Y	N		180.00
113839			05/25/2010		N	N		45.00
113845			05/25/2010		N	N		31.09
113846	H		12/01/2010		N	N		41.00
113848			12/01/2010		N	N		58.00
1199223	G		10/28/2009		Y	N		0.00
12			01/30/2012		N	N		2,011.12
12112			10/31/2011		N	N		36.00
121212			07/25/2010		N	N		68.00
12134	A34		04/09/2010		N	N		90.89
123			04/09/2010		N	N		2,104.50
1234			12/01/2011		N	N		2,100.00
12345			05/19/2010		N	N		338.00
12346			01/06/2012		Y	N		0.25
1237			07/03/2010		Y	N		0.00
124589			10/31/2011		N	N		115.00
1453			07/04/2010		N	N		999,654.40
1495	L		07/24/2010	95	N	N		10,010.00
17245			08/30/2010		Y	N		0.00
1775			07/04/2010		Y	N		0.00
187			08/01/2010		Y	N		0.00
1928273			10/28/2009		N	N		122.00
21	A1B2C3D4E5		12/23/2011		Y	N		0.00
22			09/22/2009		N	N	7	820.00
2212287	G		10/28/2009		N	N		62.25
222222	1234		11/29/2011	2241-662-3	N	N		5,061.00
2233226			09/22/2009		N	N		1,015.10
26	B		07/24/2010		N	N		191.00
2765341	G		10/28/2009		N	N		5.00
2929283			10/28/2009		N	N		4.75
345345			06/09/2010		Y	N		0.00
345626	CHARLIE		10/04/2011	1256	N	N		226.00
3554431	G		10/28/2009		N	N		46.00
4444	AKJKAJS		09/03/2009		N	N		486.21
4545	H		07/24/2010	45	N	N		999,396.85
4747	B		07/24/2010	47	N	N		574.05
50010	A34		03/03/2010		N	N		411.80
50017	POD 15		10/29/2009	A14	N	N		550.55
5002	A3783		12/28/2011		N	N		523.50
50025			01/04/2012		Y	N		0.00
5006	S56		09/01/2009		N	N		699.64

Proposal for Commissary Services for Lexington-Fayette Urban County Government

1-20 th 1-26-2012					
		SALES		CREDITS	
FRIDAY	1/20/12			6	-152.21
MONDAY	1/23/12	132	\$3,489.42	1	\$42.98
TUESDAY	1/24/12	89	\$2,064.08	8	-\$115.66
WEDNESDAY	1/25/12	154	\$4,181.32	3	-\$9.75
THURSDAY	1/26/12	98	\$2,513.46	9	-\$224.98
		473	\$12,248.28	27	-\$545.58

# TRANSACTIONS	\$ SALES/CREDITS
500	\$11,702.70

APPROVAL FROM CASH	discrepancy total
--------------------	-------------------

INVOICE LIST FROM 01/20/2012 TO 01/26/2012 INST:MARCON INVOICES: All 1:53:14 PM

Inv Date	ID	Name	Tax	Amount
01/23/2012	Total			\$3,489.42
01/23/2012	Count			132
01/24/2012	Total			\$2,064.08
01/24/2012	Count			89
01/25/2012	Total			\$4,181.32
01/25/2012	Count			154
01/26/2012	Total			\$2,513.46
01/26/2012	Count			98
	Grand Total			\$12,248.28
	Grand Count			473
	Count: 473		\$0.00	\$12,248.28
01/20/2012	Total			(\$152.21)
01/20/2012	Count			6
01/23/2012	Total			(\$42.98)
01/23/2012	Count			1
01/24/2012	Total			(\$115.66)
01/24/2012	Count			8
01/25/2012	Total			(\$9.75)
01/25/2012	Count			3
01/26/2012	Total			(\$224.98)
01/26/2012	Count			9
	Grand Total			-\$545.58
	Grand Count			27
	Count: 27		\$0.00	(\$545.58)
	Count: 500	0	\$0.00	\$11,702.70

TRINITY SERVICES GROUP

Invoice Copy

Bill To: Ship To: Invoice Number SI-
Same Customer Number 958412
Invoice Date
Order No
Reference
Terms Net 7 Days
Page 1

FROM SDS REPORTS - INVOICE
Item Description
ORDERS PROCESSED

Day	Date	Number of Orders	Price
FRIDAY	1/20/12		
MONDAY	1/23/12	132	\$3,489.42
TUESDAY	1/24/12	89	\$2,064.08
WEDNESDAY	1/25/12	154	\$4,181.32
THURSDAY	1/26/12	98	\$2,513.46
		473	\$12,248.28

CREDITS

Day	Date	Number of Orders	Price
FRIDAY	1/20/12	6	-\$152.21
MONDAY	1/23/12	1	-\$42.98
TUESDAY	1/24/12	8	-\$115.66
WEDNESDAY	1/25/12	3	-\$9.75
THURSDAY	1/26/12	9	-\$224.98
		27	-\$545.58

GRAND TOTAL \$11,702.70
GRAND TOTAL ORDERS 500

Total Commissary Units Sold 8075
Less Postage/Stamped Envelopes 372

Amount Subject to Sales Tax \$5,618.39

Subtotal: \$ 11,702.70
Total \$ 11,702.70

Please make checks payable to: Trinity Services Group
Remit to address:

1/23/2012
7:13:00AM

PICK LIST

Invoice: 149592

Name

Id: 1000852

Module: 4T

Serial #:

Qty	Item	Code #	Price	Amount
1	SALTINES BOX	2022	\$2.36	\$2.36
2	NUTTY BAR BOX	5906	\$2.22	\$4.44
2	ASPIRIN 2 PK	6295	\$0.23	\$0.46
3	IBUPROFEN 2 PK	6298	\$0.28	\$0.84
==>	8			
1	JOLLY RANCHERS	4017	\$1.33	\$1.33
==>	1			
1	2 POCKET FOLDER	7081	\$0.62	\$0.62
==>	1			
1	10 OZ NACHO TORTILLA	2619	\$2.33	\$2.33
1	HOT CHEES NIBBLES 8	2647	\$2.25	\$2.25
==>	2			
1	HOT SAUCE	5703	\$1.28	\$1.28
==>	1			
2	SARDINES IN HOT SAUC	5161	\$1.53	\$3.06
3	PEANUT BUTTER SQUEEZ	5527	\$0.73	\$2.19
==>	5			
1	SOAP IRISH SPRING 3.	6611	\$1.28	\$1.28
==>	1			
2	COOKIES - CHOC CHP	2807	\$1.32	\$2.64
==>	2			

21

Previous Balance	\$25.17	Base Sale	\$25.08
0 New Balance	\$0.09	Debitek:	\$0.00
0		Tax:	\$0.00
0		Total:	\$25.08

Signature: _____

Contents must be checked before opening bag. Open bags receive no credit.

1/26/2012
1:54:48 PM

SALES ANALYSIS/ITEM REPORT
FROM: 01/20/2012 TO: 01/26/2012

Invoices: All

Item	In Code	Tax	Qty	Price
1.5 OZ RANCH DRESSING	5411	Y	141	\$84.60
10 OZ NACHO TORTILLA CHIP	2619	Y	203	\$472.99
10 OZ TORTILLA CHIPS	2634	Y	35	\$79.80
100 GRAND 1.5 OZ.	4262	Y	1	\$1.15
12 OZ BBQ CORN CHIPS	2643	Y	132	\$384.12
2 POCKET FOLDER	7061	Y	8	\$4.96
3 MUSKETEERS 2.13 OZ.	4266	Y	14	\$17.50
3 OZ JALAPINTO TORTILLA C	2604	Y	20	\$33.80
3 OZ SALSITAS TORTILLA CH	2641	Y	30	\$50.70
3 OZ SPAM	5025	Y	4	\$10.40
4.8 OZ VIENNA SAUSAGE	5026	Y	6	\$21.00
5-FLAVOR CANDY ROLL	4030	Y	7	\$5.46
5OZ BBQ CHIPS	2606	Y	168	\$349.44
7 OZ CHEESE PUFFS	2512	Y	59	\$122.72
8 OZ CHEESE NIBBLES	2511	Y	63	\$131.04
AAA BATTERIES 4 PK	9511	N	53	\$138.86
ACNE LOTION	6250	Y	1	\$2.53
ADVIL 2 PK	6293	Y	9	\$9.27
ALMOND JOY	4267	Y	5	\$6.25
ANTACID TABLETS 2 PK	6321	Y	17	\$4.76
ANTI FUNGAL CREAM	6263	Y	9	\$18.27
APPLE PIE	3000	N	46	\$51.98
ASPIRIN 2 PK	6295	Y	55	\$12.65
ATOMIC FIRE BALLS	4001	Y	25	\$28.25
BABY OIL	6571	Y	13	\$23.14
BABY POWDER	6579	Y	38	\$58.14
BABY RUTH 2.1 OZ.	4268	Y	7	\$8.75
BANANA NUT MUFFIN	3001	N	9	\$14.67
BBQ CHIPS	2605	N	8	\$7.84
BBQ PORK SKINS	2589	N	26	\$21.06
BEEF AND CHEESE STICK 1.1	5011	N	50	\$40.50
BEEF JERKY	5003	N	12	\$21.36
BIRTHDAY CARD	7040	N	11	\$16.17
BLISTEX	6550	Y	2	\$4.72
BLUE MAGIC HAIR AND SCALP	6650	Y	5	\$12.95
BLUEBERRY MUFFIN	3004	N	4	\$6.52
BODY LOTION ALOE	6553	Y	34	\$60.52
BOTTLED WATER 20 OZ	5802	N	35	\$46.20
BOXER SHORTS - 2XL	8005	Y	1	\$3.65
BOXER SHORTS - 3XL	8009	Y	1	\$4.12
BOXER SHORTS - LARGE	8003	Y	0	\$0.00
BOXER SHORTS - MEDIUM	8002	Y	2	\$7.30
BOXER SHORTS - SM	8001	Y	2	\$7.06
BOXER SHORTS - XL	8004	Y	6	\$21.90
BREATH MINT PEPPERMT	4034	Y	2	\$1.56
BREATH MINT WINTERGREEN 0	4036	Y	2	\$1.56
BROWNIE	3009	N	23	\$19.78
BUTTERFINGER 2.1 OZ.	4269	Y	23	\$28.75
BUTTERSCOTH DISC	4008	Y	52	\$50.96
CARAMEL CREAMS	4009	Y	3	\$2.88
CARD HISPANIC BIRTHDAY	7028	N	1	\$1.47
CASHEWS	2101	N	4	\$10.48
CERTS	4010	Y	4	\$3.64
CHAPSTICK	6551	Y	14	\$17.92
CHEDDAR CHEESE	5201	N	4	\$3.12
CHEDDAR FRIES	2503	N	35	\$20.65
CHEDDER CHEESE-TUB	5206	Y	24	\$51.60

Sales Analysis Report by Item
From: 01/31/2002 To: 01/31/2012
By Item Name

Item	UPC Code	Tax	Qty	Cost	Price	Total Invoices
ALMOND JOY (1.61 OZ)	1634	Y	10	0.0000	8.70000000	89
BABYRUTH (2.1)	1602	Y	3	0.0000	2.61000000	89
BAG O RICE	1108	Y	5	0.0000	5.00000000	89
BATTERIES C	1931	Y	2	0.0000	2.90000000	89
BIG HUNK (2 OZ)	1643	Y	3	0.0000	3.00000000	89
BOX OATMEAL CREME PI	1562	Y	8	0.0000	11.12000000	89
CALLING CARD	123456	N	79	0.0000	7,682.25000000	89
CAPPUCCINO (5.12 OZ)	1210	Y	1	0.0000	2.65000000	89
CHEETOS	567	N	10	0.0000	9.50000000	89
CHERRY DRINK MIX 6 O	1227	Y	2	0.0000	3.20000000	89
COCA COLA 20 OZ	1221	Y	1	0.0000	0.75000000	89
CUP OF NOODLE BEEF	1154	Y	8	0.0000	6.00000000	89
FRITOS	123	N	31	0.0000	29.45000000	89
GIFT CERT	GC1	N	1	0.0000	-1.00000000	89
GRAPE JELLY	1146	Y	14	0.0000	39.20000000	89
JUICY FRUIT 5PK	1652	Y	1	0.0000	0.25000000	89
PHONE SALES	2000	N	3	0.0000	15.00000000	89
PHONE TIME	9000	N	250	0.0000	250.00000000	89
SNICKERS BAR	12345	N	42	0.0000	65.29000000	89
SOCKS	1234	N	48	0.0000	120.00000000	89

Inmate Maintenance. Last User: GREG Lock Status: Free

General Sales Commissary Savings Bond On Hold Ledger Debts Property Notes Employer

ID 555 Last TREG First MC Middle AKA

Inst Classification Q2 Dob 05/01/1992 Book Date 04/03/2012
 Cell block A-1-B Property # SS # 654-32-1312 Release Date
 Cell PIN 1312 Sex M Race Other

Acct/Comm Bal Savings Bal Bond Bal Total Bal Hold Amt Debt Amt Bond Amt
 59.13 0.00 0.00 59.13 0.00 0.00 0.00

Last Purchase 03/15/2013 Spent - Week 40.87 Spent - Day 0.00

Disciplinary / / Restrict Level Restrictions Freeze
 Indigent / / Taxable Req MO signature

Comments Contact Info

Release Deposit Withdr Add Edit Delete Search Exit

One place to go to see all inmate activity.

Inmate Maintenance. Last User: FDC Lock Status: Free

General Sales Commissary Savings Bond On Hold Ledger Debts Property Notes

ID 27868 Last JONES First BRENDA Mid FAYE

Invoices

Invoice #	Inv Date	Tax Amt	Inv Amt	SDS Inv #	Status
134757	07/14/2010	0.00	8.27	596838	
135309	07/21/2010	0.00	20.42	602795	
135919	07/28/2010	0.00	0.97	608806	
211097	03/25/2013	0.00	22.56	0	

Sales Void Credit Receipt

Invoice Items

Code	Item	Qty	Price	Tax Amt	Amount
300	M & M PLAIN	1	0.99	0.00000	0.99
304	KIT KAT LSC	1	1.33	0.00000	1.33
313	LIFESAVERS 5 FLV	1	0.64	0.00000	0.64
314	JOLLY RANCHERS ASSCR	1	1.31	0.00000	1.31
324	BUTTERSCOTCH BUTTONS	1	1.28	0.00000	1.28
513	PLAIN CHIPS LSS	3	0.97	0.00000	2.91
514	BBQ CHIPS LSS	2	0.97	0.00000	1.94

The Invoice Items grid displays all the items purchased on a single sale.

Release Deposit Withdr Add Edit Delete Search Exit

Quickly see inmates' sales right from the inmate screen.

Edit Debt Type

Code:

Description:

Default Withholding Percentage: % Withholding Priority:

Debt Receivable Account:

Debt Payable Account:

Write-Off Receivable Account:

Tier Payment Recurring Debt Overdraft

Do Not Collect After Charging

Assign Zero Withholding Percentage

Auto Post # Hours to Delay:

% of Balance for Payment:

% of Debt Amount:

Enforced Minimum Balance:

Default Amount:

Collection Default: Yes Prompt No Inactive

Last Update: 03/15/2013 08:26 Updated by CMADMIN

Fully customizable debt types.

Inmate Maintenance. Last User: CMADMIN Lock Status: Free

General Sales Commissary Savings Bond On Hold Ledger **Debts** Property Notes Employer

ID: Last: First: Mid:

Debt Code	Description	Debt Date	Priority	Percent Recr	Debt Amt	Paid Amt	S
DNA	DNA Testing	12/05/2012	2	25	15.00		
NOTARY	Notary	03/17/2013	1	100	2.00		
PD	Property Damage	03/17/2013	1	100	120.00		

Acct/Comm Balance: Total Outstanding Debt: Show All Debts

Create unlimited debts.

Make Bank Deposit

Total Summary

System	10442.95	Physical	10442.95	Discrepancy	0.00	Deposit	10442.95
--------	----------	----------	----------	-------------	------	---------	----------

Selected Summary

System	1454.00	Physical	1454.00	Discrepancy	0.00	Deposit	1454.00
--------	---------	----------	---------	-------------	------	---------	---------

Drawer #	Closing #	Date, Time ▲	System Amt	Physical Amt	Discrepancy	Deposit Amt	Sel	Description ▲
3	8089	03/21/2013 09:47:24	230.00	230.00	0.00	230.00	<input checked="" type="checkbox"/>	
8	8090	03/21/2013 10:10:24	469.00	469.00	0.00	469.00	<input checked="" type="checkbox"/>	
3	8092	03/22/2013 10:28:19	140.00	140.00	0.00	140.00	<input checked="" type="checkbox"/>	
2	8093	03/22/2013 11:59:12	385.00	385.00	0.00	385.00	<input checked="" type="checkbox"/>	
3	8096	03/25/2013 10:47:23	230.00	230.00	0.00	230.00	<input checked="" type="checkbox"/>	
8	8097	03/25/2013 11:21:46	2652.00	2652.00	0.00	2652.00	<input type="checkbox"/>	
2	8098	03/25/2013 12:22:57	1187.00	1187.00	0.00	1187.00	<input type="checkbox"/>	
1	8099	03/25/2013 12:24:28	1.00	1.00	0.00	1.00	<input type="checkbox"/>	
1	8100	03/25/2013 12:31:38	515.95	515.95	0.00	515.95	<input type="checkbox"/>	
3	8102	03/26/2013 09:41:12	238.00	238.00	0.00	238.00	<input type="checkbox"/>	
7	8103	03/26/2013 12:02:30	4395.00	4395.00	0.00	4395.00	<input type="checkbox"/>	

Select All Trans Detail Post Deposits Exit

Putting together a bank deposit is simple!

GL Account Group List

Group # ▲	Account Group Name
1000	Cash
1100	Accounts Receivable
1200	Inventory
1300	Prepaid Expenses
1400	Other Current Assets
1500	Fixed Assets
1550	Accumulated Depreciation
1600	Long Term Assets
2000	Accounts Payable
2100	Accrued Expenses
2200	Long Term Liabilities
2900	Equity
3000	Revenue
4000	Cost of Goods Sold

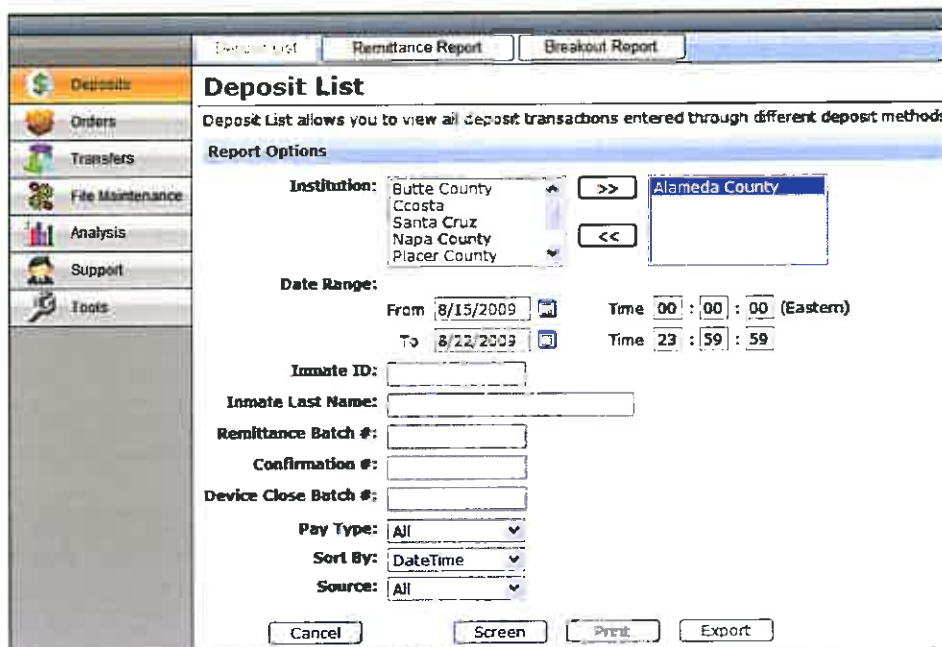
Search for in Group #

Accounts Print Exit

Fully customizable chart of accounts.

CSUI - Customer Service User Interface

CSUI is a web-based reporting and customer service tool that uses data from our services to run reports and perform various customer service functions. Web deposits, MyCarePack purchases, and kiosk activities are some of the sources that can be reported on in a variety of ways, in real-time. All reports can be exported to Microsoft® Excel® for additional functionality. CSUI has proven extremely popular with financial personnel and those charged with the responsibility of tracking or accounting for fiduciary activity for its ability to view and manage information regardless of the data source.



Service and Support

Trinity has a robust support network to deploy, support, and train users on our systems. Dedicated project managers, network architects, computerized remedy systems and motivated trainers are key components to providing clients professional support to accompany all our systems. Add to that, our tradition of personal attention and clients have a complete system they can depend on to meet their needs.

We use SonicWALL technology to establish secure, remote, VPN access into systems for support. We use Bomgar systems for interactive remote training and support. All mission critical server hardware is covered under four hour response manufacturer's warranty. All other

hardware is covered by on-site or exchange warranties satisfactory to the client's needs. Backup hardware is available, if there are any unexpected delays in warranty support. We have trained support personnel dedicated to supporting our systems and we provide detailed Standard Operating Procedures for our systems, including a backup system designed specifically for the environment.

Training on our systems is provided at no cost to your facility. On-site personnel, supported by training documentation, will train on all aspects of all systems installed. Video training, for ongoing training, is available for the Inmate Kiosk system.

Commissary Products and Pricing

Commissary Products

Ongoing negotiations with our vendors, high-volume buying, and memberships in national cooperatives allow Trinity to offer high-quality, name-brand products at market-based pricing. Low costs, combined with market-based pricing consistent with convenience stores in your area, yield competitive value for your inmates and healthy profit margins for your facility.

Product Pricing Reviews

Following the first year of the contract term, Trinity and Lexington-Fayette will meet at least twice annually to review the commissary menu and pricing. Commissary pricing will be consistent with convenience stores in Lexington and Fayette Counties. In the event of material cost changes, whether in taxes, labor, employee benefits, merchandise, equipment, the minimum wage rate or benefits or the enactment or application of any “living wage”, “prevailing wage” or similar laws, Trinity may request a price adjustment to reflect the impact of cost changes.

If costs increase due to other causes beyond Trinity’s control, including, but not limited to a change in the scope of services, merchandise changes requested by the County, a decrease in inmate population, efforts to organize labor, changes in federal, state or local standards or regulations, Trinity may request an adjustment of its prices to reflect the impact of the change in circumstances.

If Trinity believes a change in price is required, we will submit a written notice to the County not less than 10 calendar days prior to the date the price change will be implemented. The notice will include copies of documentation reasonably necessary to document the change in circumstances. Unless the County submits a written objection to the price change during the 10 day notice period, the price change will be deemed approved. In the event the County submits a written objection, it will include the basis for the objection, and we will agree to meet promptly and negotiate in good faith regarding the requested price adjustment.

Item#	Item Description	Sell Price (w\tax)
5054403099	MED THERMAL BOTTOMS	\$6.63
5054404099	LRG THERMAL BOTTOMS	\$6.63
5054405099	XLRG THERMAL BOTTOMS	\$6.63
5054406099	MEN THERMAL BOTTOM 2XLRG	\$8.48
5054407099	MEN 3XL THERMAL BOTTOM	\$10.60
5054408099	THERMAL BOTTOM 4XLG	\$12.72
5790034014	BRA SIZE 34A	\$8.43
5790034004	BRA SIZE 34B	\$8.43
5790036004	BRA SIZE 36B	\$8.43
5790042007	BRA SIZE 42 C	\$8.43
5790044012	BRA SIZE 44 D	\$8.43
5790036007	BRA SIZE 36C	\$8.43
5045702001	SPORTS BRA SMALL	\$7.37
5045703001	SPORTS BRA MEDIUM	\$7.37
5045704001	SPORTS BRA LARGE	\$7.37
5045705001	SPORTS BRA XLARGE	\$7.37
5069106001	SZ 6 WOMENS PANTIES	\$3.45
5069108001	SZ 8 WOMENS PANTIES	\$3.45
5069110001	SZ 10 WOMENS PANTIES	\$3.45
5069111001	SZ 11 WOMENS PANTIES	\$4.24
5160210001	BOXERS 6 XL	\$7.69
80002110	KEEFE_COFFEE_INSTANT_POUCH	\$5.57
4478	TC COFFEE (1-STICK)	\$0.50
4452	DECAF COFFEE (1-STICK)	\$0.45
905	INST.CAPPUCCINO FR.VANIL	\$0.65
3871	SALT 10PK	\$0.65
3872	PEPPER 10PK	\$0.65
114	S.S. HOT COCOA	\$0.55
6691	(1 PKT) SS SF HOT COCOA	\$0.55
2136	SUGAR 10/PACK	\$0.85
1237	NON DAIRY CREAMER 10PK	\$1.00
1265	SUGARTWIN 10 PK	\$1.00
961441	N/S SS TEA W/LEMON	\$0.40
961442	N/S S.S FRUIT PNCH	\$0.40
961443	N/S SS BLACK CHR Y	\$0.40
961444	N/S SS LEMONADE	\$0.40
80000361	S.S. ORANGE BREAKFAST DRI	\$0.40
80000362	SS FRUIT PUNCH DRINK MIX	\$0.40
80000363	SS LEMONADE DRINK MIX	\$0.40
80001717	BC REGULAR SUMMER SAUSAGE	\$2.45
4937	CHEESY RICE 2 OZ	\$1.95
4938	SPICY CHEESY RICE 2 OZ	\$1.95
4939	CHEESY REFRIED BEANS	\$3.10
4941	SPICY REFRIED BEANS&RICE	\$3.10
10446	CHILI CHEESE FRITOS 2OZ	\$0.97
10055	ZC PB CREME COOKIES 6 OZ	\$1.67
7647	ZC SOFT CHOC CHIP COOKIES	\$1.10
7648	SOFT OATMEAL RAISIN COOKI	\$1.10
80003305	OREO COOKIES	\$1.25
10057	ZC VNILLA CRM COOKIES 6OZ	\$1.67
10056	ZC ORNG-PNAPPLE CRMS 6OZ	\$1.67
6072	ZC CHOC CHIP COOKIES 6OZ	\$1.67
6071	ZC ICED OATML COOKIES 6OZ	\$1.67
10058	ZC DUPLEX CREMES 6OZ	\$1.67
9590	CHEEZ ITS CRACKERS 1.5OZ	\$1.91
9474	(SLEEVE) SALTINE CRACKERS	\$1.00
10547	2/PK FRSTD STRWBRY POPTAR	\$1.56

Item#	Item Description	Sell Price (w\tax)
562	STRAWBERRY MOON PIES	\$1.00
540	CHOCOLATE MARSHMALLOW PIE	\$1.00
542	BANANA MARSHMALLOW PIE	\$1.00
80000116	CHEESE ON CHEESE SANDWICH CRACKERS	\$0.68
80000115	TOASTED PB SANDWICH CRACKERS	\$0.68
6052	(EA) ZC PB WAFERS	\$0.70
6053	(EA) OATMEAL & CREME SNACK CAKE	\$0.40
6055	(EA) ZC SWISS ROLLS	\$0.70
6051	(EA)ZC D-DUNX	\$0.65
6043	ZC MONSTER ICED BUNEEZ	\$1.12
2381	RICE KRISPIE TREATS 1.3OZ	\$1.30
80001716	BC SUMMER SAUSAGE_HOT & SPICY	\$1.65
21986	MULTI-PURPOSE SOLUTION	\$6.89
80002677	M&M PLAIN	\$1.77
955	M&M PEANUT	\$1.77
80000662	BUTTERFINGER CANDY BAR	\$1.77
10502	SNICKERS BAR	\$1.77
10504	MILKY WAY CANDY BAR	\$1.77
1477	CHICK O STICK	\$0.53
984	SKITTLES	\$1.77
80003920	PEANUT BUTTER SQUEEZE POUCH	\$1.70
80000347	(EA) TWINKIE SNACK CAKE	\$1.80
1500	BIG HUNK	\$1.01
40606	BUTTERSCOTCH BUTTONS	\$1.38
40609	LEMON DROPS	\$1.38
40608	ROOTBEER BARRELS	\$1.38
1476	MINT STICK .8 OZ.	\$0.48
40601	JOLLY RANCHERS ASST. 3.7O	\$1.80
40605	STARLITE MINTS 3.75OZ	\$1.38
40686	ATOMIC FIRE BALLS	\$1.38
40607	SOUR FRUIT BALLS 4.25OZ	\$1.38
40615	SUGAR FREE WILD FRUIT 1.7	\$1.48
10741	2/PK BLUEBERRY POP TARTS	\$1.56
7016	ROCKY ROAD BAR	\$1.33
6069	ZC STRAWBERRY SF WAFERS	\$1.30
80003169	ICED LEMON LOAF CAKE	\$1.65
80003170	CINNAMON LOAF CAKE	\$1.65
80003008	WHOLE SHABANG_SNACK MIX	\$2.75
8000802099	1.25 - 2.5 READING GLASSES	\$5.30
20211	PLAYING CARDS_POKER	\$2.39
5298105001	SZ 5-15 (full sizes) CANVAS VELCRO SHOES	\$13.82
18	CAJUN CHICKEN RAMEN	\$1.02
13	TEXAS BEEF RAMEN SOUP	\$1.02
10	CHILI RAMEN	\$1.02
8	CHICKEN RAMEN	\$1.02
505	HOT & SPICY VEG RAMEN	\$1.02
15	CAJUN SHRIMP RAMEN	\$1.02
7935	MACKERAL FILLET IN BRINE	\$2.05
6025	WHOLE SHABANG 1.5 OZ	\$0.97
5133	WHT CHEDDAR POPCORN 5OZ	\$2.85
6022	POTATO CHIPS	\$0.97
7637	1.5OZ STUFD JALP CHIPS	\$0.97
7666	HABANERO TORTILLA CHIPS	\$0.97
6023	BBQ POTATO CHIPS	\$0.97
6743	HOT FRIES (ANDY CAPP)	\$0.95
7994	CHEESE PUFFS	\$1.30
6026	HOT CHIPS 1.5 OZ	\$0.97

Cart Products and Pricing

Item#	Item Description
24126	GEN TINACTIN(TOLNAFT CRM)
24150	BOWL 1.6 QT
80002110	KEEFE_COFFEE_INSTANT_POUCH
80000792	GEN VENDING CUP OF COFFEE
80001621	MOUNTAIN DEW_SODA_VOLTAGE_20 OZ
80004164	MOUNTAIN DEW_SODA_CODE RED_20 OZ
80002791	ORANGE JUICE
2278	DR. PEPPER 20 OZ.
604	PEPSI 20 OZ.
629	MOUNTAIN DEW 20 OZ.
621	DIET PEPSI 20 OZ.
9424	WILD CHERRY PEPSI 20-OZ
10894	FRUIT PUNCH 20-OZ GATORADE
10895	COOL BLUE 20-OZ GATORADE
80002792	APPLE JUICE
4599	ORANGE SODA 20OZ
80002793	TROPICANA CRANBERRY JUICE
3564	BOTTLED WATER - 20OZ
80002063	REESES PB CUP BAR ICE CREAM
1192	SWEETHEART_CUP_VENDING
6057	ZC ICED SWIRL
6060	ZC CHOC CREME CUPCAKE
6046	ZC STRAWBERRY ZU ZU 2/PK
6056	ZC WHAM WHAMS
2803	STRAWBERRY ICE CREAM PINT
7671	BUTTER PECAN PINT
80004501	BLACK RASPBERRY CRUNCH CONE
1029	SNICKERS ICE CREAM BAR
7341	COOKIES & CREAM - PINT
1058	CHOCOLATE SUNDAE - PINT
1024	ROCKY ROAD ICE CRM - PINT
80004479	ICE CREAM SANDWICH M&M
80004490	PIZZA_PEPPERONI
80004492	BIG AZ_CHEESEBURGER_CHARBROIL
80004495	CHIMICHANGA_CHICKEN
80003798	POWDERED SUGAR DONETTE
80000345	DING DONG SNACK CAKE
40611	RED LICORICE BITES
40620	JELLY BEANS 4.25 OZ.
6059	ZC BLUEBERRY CHS DANISH
6058	ZC STRAWBERRY CHS DANISH
10513	NACHO FLVR DORITOS
80004508	SANDWICH_PORK RIB
80004519	CHICKEN SANDWICH_SOUTHERN STYLE WITH CHEESE
80004568	SANDWICH_DOUBLE PORK CHOP
80004569	CHEESE PIZZA
80004570	BISCUIT_DOUBLE SAUSAGE & CHEESE
80004571	EGG ROLL_CHICKEN
80004572	HOT POCKET_SANDWICH_JALAPENO STEAK & CHEESE
80004573	JUMBO CHICKEN
80004773	YSON_HOT WINGS_FULLY COOKED
80004774	SPICY ITALIAN SUBWAY_SUB SANDWICH
80004775	ROAST BEEF SUBWAY_SUB SANDWICH
80004776	HAM SUBWAY_SUB SANDWICH
80004777	TURKEY SUBWAY_SUB SANDWICH
80004778	VEGGIE SUBWAY_SUB SANDWICH
80004786	BURRITO_BEEF & BEAN
80005151	SIGNATURE_RIB SANDWICH
2229	O'BRIEN'S HOT & SPICY SAU
4535	KFT RANCH DRESSING POUCH

Item#	Item Description
2853	CC JALAPENO CHEESE SPREAD
383	PICKLE (HOT)
381	PICKLE (MILD)
80002459	PICANTE SAUCE-HOT
90	6 OZ LA HOT SAUCE
7690	(TRNTY) CHEETOS FLMN HOT

Financial Proposal

Commission

Based on the information provided in this proposal and a comprehensive menu with market-based pricing, Trinity Services Group offers to pay a commission to the Lexington-Fayette Urban County Government of **40%** of net commissary sales, **40%** of MyCarePack.com sales and **10%** of Hot/Cold Cart sales.

Net sales are calculated as follows: Gross sales revenue less any non-commissionable sales revenue (to include postage stamps, stamped envelopes, and indigent items).

How We Calculate and When We Pay Your Commissions

Our fiscal calendar includes 12 accounting periods, each period including either four or five full seven-day weeks, comprise Trinity's fiscal year. Four quarters of thirteen weeks each combine for the fifty-two-week year. At the end of each fiscal accounting period, your Trinity operations team will create a weekly sales summary that reports the gross sales for each week of the period. The report shows your commission payment for the period, calculated as your commission percentage of net sales less applicable sales taxes and commissary credits.

Your period sales summary report and the commission payment are typically sent to your facility within two weeks after the close of each accounting period. So you will receive commission payments twelve times each year.

We will meet with your staff regularly to review service levels, retail prices and revenue rates to ensure that they continue to meet your objectives.

Our Total Solution Proposal for Lexington-Fayette

- Reduces staff time required to handle inmate banking activities and commissary services so you can reallocate resources where you need them most
- Provides a powerful, user-friendly technology solution—fully paid for by your inmates—that will grow revenue, reduce costs, and improve overall efficiency

Software and Hardware Package

- Trinity's Canteen Manager software
- 3 Upgraded Lobby Kiosks (including 1 for drug testing deposits)
- 1 Additional Lobby Kiosk at Adult Probation
- 2 Upgraded Booking Kiosk
- 2 Smart Card Readers
- 2 MICR printers (with MICR toner and checks)
- 1 Hot/Cold Cart
- Trinity In-House Tech Team Support
- 24 / 7 / 365 Tech Support Hot Line
- Comprehensive Configuration, Setup & Training

Commissary Operations Management

- Full-service team and operations center in St. Louis, MO
- Off-site order fulfillment and on-site delivery by Trinity's in-house team as scheduled
- Local management with authority for fast decisions
- High-quality name brands your inmates trust
- Easy, technology-based commissary ordering
- Clean, secure order prep and delivery; Trinity's screened, industry-envied operations team
- No-substitution, no-backorder policy
- 99.8% order fill rates

Commission Rate on Net Commissary Sales — 40%

Commission Rate on MyCarePack.com Sales — 40%

Commission Rate on Hot/Cold Cart Sales — 10%