

ORIGINAL

AGREEMENT FOR SERVICES #498-S0811

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Keefe Commissary Network, L.L.C., a Missouri Limited Liability Company, duly qualified to conduct business in the State of California, whose California headquarters are located at 113369 Valley Boulevard, Fontana, CA 92335 and whose principal place of business is 55-101 Vista Blvd., Sparks, NV 89434, (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide services necessary to continue a commissary network program to facilitate the ordering of commissary supplies by inmates of the Placerville and South Lake Tahoe Jail Facilities; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provisions of such services provided by Contractor are in the public's best interest, are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor agrees to provide personnel, materials and services necessary to continue a commissary network program to facilitate the ordering of commissary supplies by inmates of the Placerville and South Lake Tahoe Jail Facilities. Services shall include those described in the attached Exhibit "A", marked "Proposed Plan for El Dorado County", incorporated herein and made by reference a part hereof, and specifically as follows:

1. **HARDWARE AND SOFTWARE:** Contractor has granted to County a royalty free license to use the Keefe Commissary Network software on Exhibit "B", marked "Hardware Featured for Integration with Jalan", incorporated herein and made by reference a part hereof. County acknowledges the proprietary nature of the software and/or written software documentation, and hereby agrees not to disclose, reproduce, transfer, or to use the software or any written documentation for any purpose other than those specifically allowed by the terms of this Agreement without specific written permission of a duly authorized representative of Contractor.
2. **OPERATION OF COMMISSARY NETWORK BY COUNTY:** County agrees that during the term of this Agreement it will, at its expense, provide personnel to operate the computer equipment, account for inmate welfare funds, provide order forms to enable inmates to order commissary items from Contractor, input such completed orders into the Commissary Network System, and deliver the completed order to the individual inmate.
3. **OPERATION OF COMMISSARY NETWORK BY CONTRACTOR:** In addition to services provided in Exhibit "A", Contractor agrees to keep the computer equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

ARTICLE II

Term: This Agreement shall become effective when fully executed by both parties hereto and shall expire one (1) year from the date thereof.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be for commissary items purchased pursuant to the Commissary Network System. For the purposes hereof, prices for commissary items shall be in accordance with Exhibit "C", marked "Itemized Pricing List" incorporated herein and made by reference a part hereof. County shall be responsible for seeking reimbursement from inmate welfare funds.

County will be paid a service fee for the services to be provided by it hereunder equal to 25% of adjusted gross sales. Adjusted gross sales are gross sales less the sales of non-commissioned items, which may include postage stamps, indigent kits and/or admission kits, as determined by Contractor. Commissions will be based on the weekly, adjusted gross commissary sales.

Prices set forth in Exhibit "C" shall include all applicable costs except sales tax.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be cancelled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.

- C. Ceasing Performance: County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.

- D. Termination or Cancellation without Cause: County may terminate this Agreement in whole or in part seven (7) calendar days upon written notice by County for any reason. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
SHERIFF DEPARTMENT
300 FAIR LANE
PLACERVILLE, CA 95667
ATTN: MARY PIERCE

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

KEEFE COMMISSARY NETWORK
13369 VALLEY BOULEVARD
FONTANA, CA 92335
ATTN: COLBY PIERCE

or to such other location as the Contractor directs.

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ARTICLE XI

Indemnity: The Contractor shall defend, indemnify and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) or any of these, except for the sole or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$500,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence. For the purposes of this Agreement, professional liability is not required.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies except worker's compensation and professional liability insurance policies.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.

- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for protection of the County.

ARTICLE XIII

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XIV

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XV

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVI

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XVII

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XVIII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Mary Pierce, Fiscal Administration Manager, Sheriff's Office, or successor.

ARTICLE XIX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XX

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXI

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXII

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

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REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Mary M. Pierce Dated: 3-11-08
Mary Pierce
Fiscal Administration Manager
Sheriff Office

REQUESTING CONTRACT DEPARTMENT HEAD CONCURRENCE:

By: Jeff Neves Dated: 3/11/08
Jeff Neves
Sheriff

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____

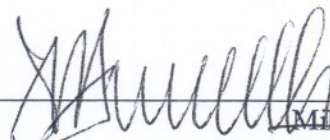
Deputy Clerk

-- CONTRACTOR --

Date: _____

KEEFE COMMISSARY NETWORK, L.L.C.
A MISSOURI LIMITED LIABILITY COMPANY

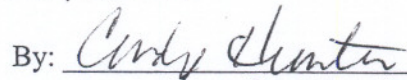
By: _____



Mike DeLand
Regional Vice President
"Contractor"

EXE VP/CM
JOHN PURICELLI

By: _____



VP/Controller Corporate Secretary

Dated: 2-15-08

EXHIBIT "A"

PROPOSED PLAN FOR EL DORADO COUNTY

KCN will:

- * Provide a Windows 98 compatible Inmate Trust Fund System, (10 Site Licenses) or 4 workstations
- * Bag orders at satellite warehouse in Reno and deliver via freight line.
- * NDA shortages or replacements

El Dorado County will:

- * Pass out order forms to inmates.
- * Pick up order forms from inmates.
- * Deliver commissary orders to inmates.

METHOD OF DELIVERY

Keefe Commissary Network will continue to process the commissary orders at El Dorado County (Placerville) on Monday and Tuesday and the delivery days will remain on Tuesday and Wednesday. South Lake County Jail will continue to order on Tuesday and receive their shipments on Wednesday.

Keefe will process the orders individually, pack them in clear perforated plastic bags with tamper proof seals. Each order will be placed in boxes that are clearly marked with the appropriate section of the of the jail, i.e. 1 of 2, 2 of 2 etc.. The orders will arrive at El Dorado County on the scheduled day for distribution. Each order will have two copies of a receipt that discloses the inmate name, booking number, cell location items ordered, beginning balance, total sale and ending balance. There will be two signature lines on each receipt. The inmate signs and the correction officer signs and each one keeps a copy. Any shortages or damages may be written on the receipt to confirm a discrepancy.

Inmates that have been released after the orders were sent to KCN for processing may either get a complete refund from the El Dorado County system or the inmate will have 3 days to claim the order from your facility. Orders left beyond the 72 hour time frame will be forfeited. El Dorado County may use those unclaimed orders to give to indigent trustees or to a charitable organization. If a refund is needed, El Dorado County Jail would contact KCN to inform us of the canceled order and we will remove it from the invoice.

Damages or shortages Orders that are shorted or have damages, replacements will be delivered Next Day Air to El Dorado County by KCN at no charge. El Dorado County would also have the option to refund the inmate the amount of a missing or damaged item.

BILLING PROCESSES/QUESTIONS

To eliminate the need for El Dorado County to issue a check to Keefe Commissary Network for items purchased, and then receive, post, and process the commission check from KCN, KCN has proposed the following solution:

As each batch of orders are entered and processed at Keefe, a packing list is generated. This packing list will be sent with each batch of orders. This list will disclose all inmates who ordered, each sale amount, breakdowns of "site specials" and total sales for each batch. An invoice will be sent each week that discloses a breakdown of inmates that ordered on a particular date. This invoice number will include inmates that ordered during the batch of numbers by booking number, order number, total sales, total quantities of items with sales of each less discount percentage. This discount reflects the commission to the jail. Terms are Net 30 days.

Any discrepancies regarding your invoice should be directed to the following individuals:

Colby Pierce-Account Manager-(800)890-5206 or (702)355-7006
Karen Klohr-Business Manager-(800)325-8998

Located at: **KEEFE COMMISSARY COMPANY**
55-101 Vista Blvd.
Sparks, NV. 89434

Colby or Karen will review your account and go over the discrepancy with you. If any corrections, reimbursements, or credit memos are required they will be handled immediately. Office hours are 8:00 am to 5:30 PM PST, Monday through Friday.

INDIGENT KITS

As part of this agreement, Keefe Commissary Network will provide indigent kits to El Dorado County at a cost that will be established once the specific items are decided upon. El Dorado County will determine the specific items each kit will contain. Keefe Commissary Network will package them and deliver them as ordered by the inmates.

KEEFE KITS

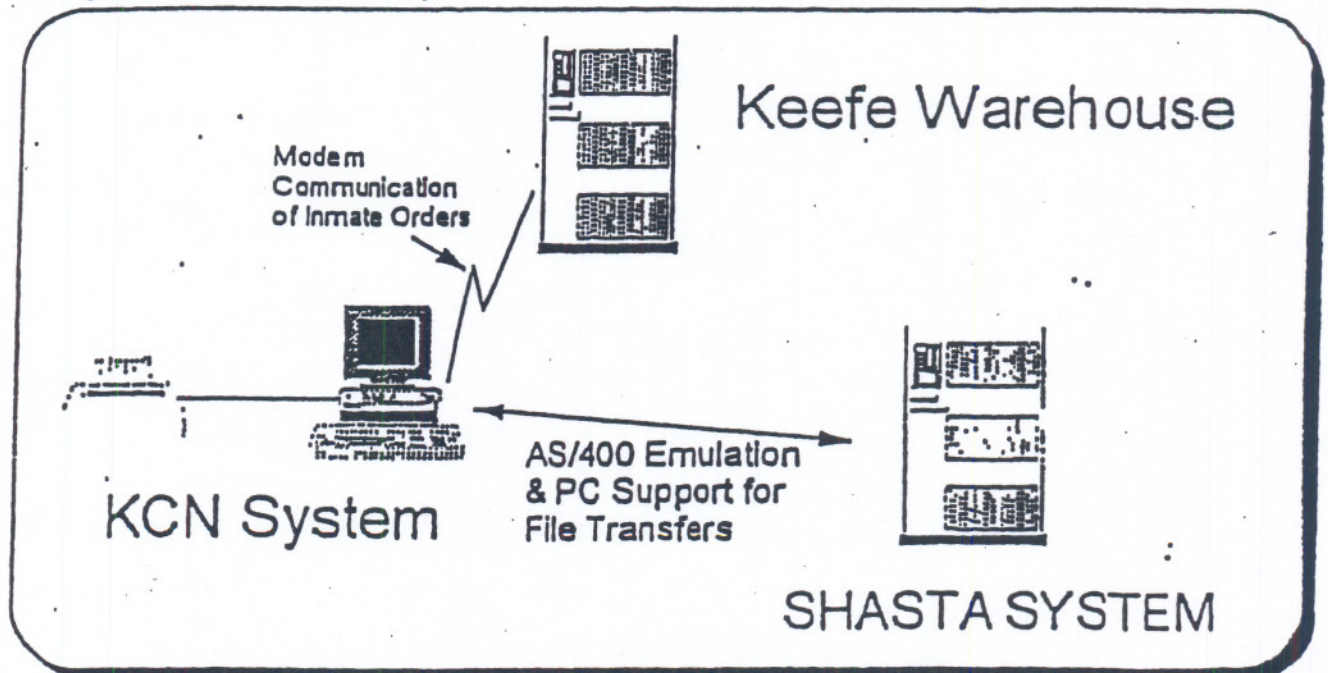
For consideration, Keefe Kits are snack items the KCN packages for jails. They are used to sell to inmates in "holdover" or incarcerated over the weekends. Typically, these inmates are not incarcerated long enough to receive the weekly scheduled commissary. The contents of these kits are determined by the facility and are then standardized and kept in stock at the facility which will order these kits in case quantities from KCN. We will make them readily available from our distribution center.

EXHIBIT "B"

HARDWARE FEATURED FOR INTEGRATION WITH JAYLAN

- a. (2) IBM PC 330 DV2 66Mhz 8MB 540MB VESA
- b. (2) additional 8MB Kingston RAM
- c. (2) IBM 14L8 Color Monitors
- d. (2) US Robotics 28.8 Internal ISA
- e. (2) EPSON LQ870 24 pin prt narrow printers
- f. (2) OS/2 Warp rel 3 additional licenses
- g. (2) DB2/2 standalone additional licenses
- h. (2) Network card to attach to the JAYLAN System
- i. (2) Additional license of PC support for AS400 to OS2 file transfers

The above IBM computer hardware is provided, maintained, and warranted at no cost to El Dorado/S. Lake Tahoe County for the life of the commissary agreement. Proposed computer configuration for El Dorado/S. Lake Tahoe County main facility and one such configuration at the farm facility:



Note: The El Dorado/S. Lake Tahoe County configurations would allow a download to the KCN System, prior to keying orders. This would be performed during every scheduled commissary day. Only one computer would be required for this method. This disk load method would prevent "double entry". Once orders are keyed and sent to Keefe via phone lines, the new inmate balances would be forwarded back to the El Dorado/S. Lake Tahoe County system and all accounts would be balanced and current. KCN customers currently utilize this method and has been proven to be the most reliable.

EXHIBIT C

ITEMIZED PRICING LIST

THE PRICES LISTED ON THE FOLLOWING PAGES

DOES NOT INCLUDE SALES TAX.

A 25% SURCHARGE HAS BEEN INCLUDED IN

EACH PRICE.

01	4OZ BALSAM SHAMPOO	\$1.08
02	4OZ BALSAM COND.	\$1.08
10	15OZ VO5 SHAMPOO	\$2.94
11	15OZ VO5 COND.	\$2.94
20	4OZ DANDRUFF SHAMPOO	\$1.32
22	11OZ DANDRUFF SHAMPOO	\$2.88
30	SULFUR 8 SHAMPOO	\$3.78
31	S-8 CONDITIONER	\$3.96
36	DARK/LOVELY RELXR-REGU	\$10.50
37	SMOOTH SHINE GEL 6 OZ	\$3.12
40	MAGNIFICENT HAIR FOOD	\$2.52
45	ROYAL CROWN HAIR DRESS	\$2.46
50	BLUE MAGIC COND/HAIRDR	\$2.46
51	BLUE MAGIC BERG. COND.	\$2.34
55	PRO GLO GEL POMADE	\$2.34
60	CURL KIT (PROLINE)	\$9.60
0065	JUST SO CURL ACTIVATOR	\$3.60
0070	PROGLO COCOA BUTTER CR	\$3.00
0100	2.5OZ ROLL-ON A/P DEOD	\$1.86
0105	P-UP EXTREME DEODORANT	\$2.22
0106	P-UP WOMENS A/P DEODOR	\$2.52
0115	MEN A/P SPORT TALC 3 O	\$3.42
0120	SCENTED LADY'S STICK	\$2.76
0121	1.5 OZ FRESHSCENT ROLL	\$1.14
0200	4OZ BABY POWDER	\$1.50
0205	4OZ BABY OIL	\$1.14
0210	4OZ SKIN CARE LOTION	\$1.14
0215	COCOA BUTTER LOTION 4O	\$1.14
0220	1OZ PETROLEUM JELLY	\$1.14
0230	JERGENS ULTRA HEALING	\$3.84
0240	MEDICATED SKIN CREAM	\$1.98
0241	NOXZEMA 2.5 OZ.	\$3.00
0250	HYDROCORTISONE CREAM	\$2.22
0255	BENZOYL PEROXIDE 1 OZ	\$3.42
0260	MUSCLE BALM	\$3.42
0270	CHAPSTICK	\$1.44
0300	BIC DISP. RAZOR	\$0.30
0305	PROTECTION DISP RAZR 1	\$0.48
0320	MAGIC CREAM SHAVE DEPI	\$3.90
0330	MAGIC PRESHAVE 3 OZ	\$3.06
0340	PROTECTION SHAVE CRM 7	\$1.86
0350	AFTER SHAVE 4OZ. (CRAW	\$1.56
0355	MAXIMUM BODY SHAMPOO	\$2.52
0356	MAXIMUM BODY CONDITION	\$2.52
0359	MILD HYPO-ALLERG SHAMP	\$2.40
0400	IRISH SPRING 3.2OZ SOA	\$1.14
0410	IVORY SOAP 3.1OZ.	\$1.14
0420	JRGN MLD 4.5OZ SOAP 1/	\$1.14
0430	1 OZ FRESHSCENT SOAP	\$0.36
0440	3.5OZ DOVE SOAP	\$2.22

0490	SOAP DISH	\$0.66
0500	8OZ MOUTHWASH MINT (NO	\$1.62
0511	2.7OZ CLOSE-UP TOOTHPA	\$2.28
0520	2.7OZ COLGATE TOOTHPAS	\$2.28
0530	CLOSE-UP TOOTHPASTE 4	\$3.00
0550	TEK SOFT TOOTHBRUSH	\$1.02
0551	TEK MED. TOOTHBRUSH	\$1.02
0552	TEK HARD TOOTHBRUSH	\$1.02
0562	TOOTHBRUSH 4 INCH HAND	\$0.30
0580	TOOTHBRUSH HOLDER	\$0.66
0590	DENTURE CLEANSER (GOOD	\$3.06
0595	2.5OZ EFFERGRIP	\$4.26
0610	2PK TYLENOL (XTRA-STRE	\$0.66
0612	2PK ADVIL	\$0.66
0639	TUMS ASSORTED 3 ROLL	\$3.00
0642	TUMS 1-ROLL - ORIGINAL	\$0.62
0643	TUMS ASST 1-ROLL INDIG	\$0.62
0645	2PK ALKA SELTZER	\$0.66
0675	HALLS COUGH DROPS	\$0.96
0690	VISINE EYE DROPS	\$4.80
0700	MASSENGIL VINEGAR & WA	\$2.16
0710	TAMPONS 1BX	\$5.40
0712	REGULAR MAXI PAD 24CT/	\$3.00
0720	FOOT POWDER	\$3.42
0767	SUPER SOFT TISSUES 1SG	\$0.42
0820	VENTED HAIR BRUSH	\$1.56
0821	PALM BRUSH	\$0.60
0825	SMALL AFRO PIK	\$0.66
0830	LARGE AFRO COMB	\$0.96
0835	DOO RAG - BLACK	\$2.76
0840	SHOWER CAP	\$0.36
0853	FOAM ROLLERS MED	\$1.80
0854	FOAM ROLLERS LRG.	\$1.80
0855	PONYTAIL HOLDER	\$0.30
0900	LIPSTICK RED	\$1.56
0910	MASCARA	\$1.56
1000	SMALL STAMPED ENVELOPE	\$0.55
1001	LARGE STAMPED ENVELOPE	\$0.55
1004	ONE CENT STAMP (1 EACH	\$0.01
1006	ONE CENT STAMP 5PK	\$0.10
1010	#10 WHITE ENVELOPE	\$0.06
1015	MANILLA ENVELOPE	\$0.18
1050	BOOK OF TEN STAMPS	\$4.68
1051	THREE CENT STAMP	\$0.04
1055	5X8 WRITING PAD WHITE	\$0.90
1060	8.5 X 11 LETTER PAD WH	\$1.14
1067	1 EACH SINGLE SHEET PA	\$0.05
1070	SKETCH PAD 8.5 X 11 WH	\$1.14
1075	PENCIL (GOLF TYPE)	\$0.06
1077	#2 PENCIL	\$0.24
1080	SMALL COLORED PNCLS 12	\$1.80
1085	BEVELED ERASER	\$0.48

1086	POCKET DICTIONARY	\$3.90
1087	SPANISH ENGLISH DICTIO	\$3.00
1089	PEN CLEAR (BLACK INK)	\$0.48
1090	PEN CLEAR (BLUE INK)	\$0.48
1095	FELT TIP PEN-BLK	\$0.66
1100	BIRTHDAY CARD	\$1.20
1101	JUVENILE BIRTHDAY CARD	\$1.20
1102	SYMPATHY CARD	\$1.20
1105	GET WELL CARD - ACETAT	\$1.20
1110	FRIENDSHIP CARD - ACET	\$1.20
1115	ANNIVERSARY CARD	\$1.20
1120	THANK YOU CARD	\$1.20
1121	SEASONAL GREETING CARD	\$1.20
1200	AAA 4/PK ION3 BATTERIE	\$3.36
1210	AA 4PK ION3 BATTERIES	\$3.36
1237	GE ACTION AM/FM RADIO	\$31.80
1255	EAR BUDS	\$3.90
1300	PLAYING CARDS	\$2.46
1305	PINOCHLE CARDS	\$2.46
1310	DOUBLE SIX DOMINOES	\$3.90
1315	CHESS SET W/BOARD	\$6.00
1320	CHECKER SET W/BOARD	\$6.00
1400	BOWL	\$1.02
1415	22OZ CUP WITH LID	\$0.60
1417	SPOON (PLASTIC)	\$0.36
1430	WASHCLOTH WHITE	\$0.60
1450	SM. SHOWER SHOE CROSS	\$1.32
1451	MED. SHOWER SHOE CROSS	\$1.32
1452	LG. SHOWER SHOE CROSS	\$1.32
1470	LAUNDRY DETERGENT-ALL	\$0.72
1504	SMALL T-SHIRT	\$3.90
1505	MED T-SHIRT	\$3.90
1506	LG T-SHIRT	\$3.90
1507	XLG T-SHIRT	\$3.90
1508	XXLG T-SHIRT	\$4.74
1514	MEN BRIEFS SMALL	\$3.00
1515	MEN BRIEFS MED	\$3.00
1516	MEN BRIEFS LRG	\$3.00
1517	MEN BRIEFS XL	\$3.00
1529	SM BOXER SHORTS WHITE	\$4.50
1530	MED BOXER SHORTS WHITE	\$4.50
1531	LG BOXER SHORTS WHITE	\$4.50
1532	XLG BOXER SHORTS WHITE	\$4.50
1540	TUBE SOCK (ONE SIZE FI	\$1.20
1550	MEN THERMAL TOP SMALL	\$6.00
1551	MEN THERMAL TOP MED WH	\$6.00
1552	MEN THERMAL TOP LRG WH	\$6.00
1553	MEN THERMAL TOP XLG WH	\$6.00
1554	MEN THERMAL TOP 2XL WH	\$7.02
1560	SML THERMAL BOTTOMS	\$6.00
1561	MED THERMAL BOTTOMS	\$6.00
1562	LRG THERMAL BOTTOMS	\$6.00

1563	XLRG THERMAL BOTTOMS	\$6.00
1564	MEN THERMAL BOTTOM 2XL	\$7.02
1600	BRA SIZE 34A	\$10.20
1601	BRA SIZE 34B	\$10.20
1602	BRA SIZE 36B	\$10.20
1603	BRA SIZE 38B	\$10.20
1604	BRA SIZE 40 C	\$10.20
1605	BRA SIZE 42 C	\$10.20
1606	BRA SIZE 44 D	\$10.20
1613	BRA 36A	\$10.20
1614	BRA 34C	\$10.20
1615	BRA 34D	\$10.20
1616	BRA 36D	\$10.20
1617	BRA 40B	\$10.20
1618	BRA 42B	\$10.20
1650	SMALL WOMENS PANTIES	\$3.00
1651	MEDIUM WOMENS PANTIES	\$3.00
1652	LARGE WOMENS PANTIES	\$3.00
1653	XTRA LG. WOMENS PANTIE	\$3.00
2000	S.S. KEEFE COFFEE	\$0.24
2005	S.S. TASTERS CHOICE CO	\$0.30
2006	SINGLE TC DECAF COFFEE	\$0.24
2010	4OZ KEEFE COFFEE	\$3.42
2011	3OZ KF DECAF(CLRPK W/Z	\$3.30
2015	3OZ FD COFFEE CLRPK W/	\$3.30
2070	S.S. HOT COCOA	\$0.30
2071	10 OZ. HOT COCOA CLR (\$1.50
2080	SUGAR TWIN PACKET	\$0.06
2100	N/S SS ORANGE DRNK	\$0.30
2105	N/S SS TEA W/LEMON	\$0.30
2110	N/S S.S FRUIT PNCH	\$0.30
2115	N/S SS BLACK CHRY	\$0.30
2120	N/S SS LEMONADE	\$0.30
2200	S.S. ORANGE BREAKFAST	\$0.30
2205	S.S. TEA W/LEMON	\$0.30
2210	S.S. FRUIT PUNCH	\$0.30
2215	S.S. CHERRY DRINK	\$0.30
2220	S.S. LEMONADE	\$0.30
2300	6OZ TANG CLEAR	\$1.50
2301	NESTEA W/LEMON 5.5 OZ	\$1.50
2310	6OZ LEMONADE - CLEAR	\$1.50
2370	COLA 1 LITER	\$1.50
2371	ORANGE SODA 1 LITER	\$1.50
2372	LEMON-UP SODA 1 LITER	\$1.50
2990	CA KICKIN' CORNBREAD	\$0.96
2991	CA SWEET CORNBREAD	\$0.96
3000	CHOC SANDWICH CREME(SL	\$0.66
3005	VANILLA CREME COOKIES	\$0.72
3010	2.75OZ CHOC. CHIP COOK	\$0.66
3015	2.75OZ OATML/RAISIN CO	\$0.66
3016	FIG NEWTONS	\$0.60
3020	OREO SANDWICH COOKIES	\$0.66

3021	CREME A RIFFIC	\$3.48
3022	SOFT BATCH CCC 12 OZ.	\$3.54
3023	CHIPS N CREME COOKIES	\$1.80
3030	SL 5OZ VNILLA CRM COOK	\$0.96
3031	SL 5OZ ORNG-PNAPPLE CR	\$0.90
3035	SL 5OZ CHOC CHIP COOKI	\$0.96
3040	SL 5OZ ICED OATML COOK	\$0.96
3045	SL 5OZ DPLX CREME COOK	\$0.96
3047	FUDGE STRIPE COOKIES	\$3.90
3050	SL CHOCOLATE CHIPS 16O	\$2.10
3051	BUTTER COOKIE 12 OZ.	\$2.10
3052	SL VANILLA WAFER 16OZ	\$2.10
3100	4.5OZ CINNAMON CRISP	\$1.32
3110	5.25OZ CLUB CRACKERS	\$0.84
3114	SNACK CRACKERS (LIKE R	\$2.70
3115	CHEESE CRACKERS (LIKE	\$2.10
3120	TOWNHOUSE CHEDDAR CRAC	\$0.60
3125	CHEESE/PEANUT BUTTER C	\$0.60
3127	CLUB & CHZ CRACKERS 6C	\$0.42
3200	BANANA MARSHMALLOW PIE	\$0.72
3205	CHOCOLATE MARSHMALLOW	\$0.72
3218	PECAN FUDGE BROWNIE	\$0.90
3226	SL CHOCOLATE ICED DONU	\$0.96
3230	SL PEANUT BUTTER WAFER	\$1.80
3231	SL OATMEAL SANDWICH CA	\$1.80
3236	SL SWISS RLLS BX-6 TWN	\$2.10
3245	SL DUNKING STICKS 6/BO	\$2.10
3248	SL ICED CINNAMON ROLL	\$0.96
3251	POPTARTS STRAWBERRY 6/	\$2.70
3252	POPTARTS BROWNSUGAR/CI	\$2.70
3253	POPTARTS BLUEBERRY 6/B	\$2.70
3261	HONEYBUN 4.75 OZ	\$0.90
3270	SL CREAM FILLED CUPCAK	\$0.96
4000	M&M PLAIN	\$0.92
4001	M&M PEANUT	\$0.92
4002	YORK PEPPERMINT PATTY	\$0.66
4003	ALMOND JOY	\$0.92
4004	BABY RUTH	\$0.92
4005	BUTTERFINGER	\$0.92
4006	MOUNDS	\$0.84
4010	SNICKERS BAR	\$0.92
4013	MILKY WAY CANDY BAR	\$0.92
4015	NESTLES CRUNCH	\$0.92
4019	CHICK O STICK	\$0.30
4020	PAYDAY	\$0.92
4030	ZERO BAR	\$0.84
4031	TWIX BAR	\$0.92
4032	THREE MUSKETEER BAR	\$0.92
4035	REESES P/BUTTER CUP	\$0.92
4036	HERSHEY'S CHOCOLATE BA	\$0.92
4037	HERSHEY'S W/ALMONDS	\$0.92
4038	NUTRAGEOUS BAR	\$0.92

4039	KIT KAT	\$0.92
4040	SKITTLES	\$0.92
4043	SNICKERS W/ ALMONDS	\$0.92
4100	BUTTERSCOTCH BUTTONS	\$0.84
4103	BIT O HONEY	\$0.90
4110	LEMON DROPS	\$0.84
4115	RED LICORICE BITES	\$0.84
4120	ROOTBEER BARRELS	\$0.84
4121	JELLY BEANS 4.25 OZ.	\$0.78
4125	WINTERGREEN MINTS	\$0.78
4130	SUGAR FREE MINTS 1/ROL	\$0.66
4131	PEPPERMINT LIFESAVERS	\$0.78
4135	JOLLY RANCHERS ASST. 3	\$1.08
4140	JOLLY RANCHER FIRE 3.7	\$1.08
4145	STARLITE MINTS 3.75OZ	\$0.78
4150	SOUR FRUIT BALLS 4.25O	\$0.84
4155	SUGAR FREE WILD FRUIT	\$0.84
6000	CHICKEN RAMEN NOODLES	\$0.55
6001	SHRIMP RAMEN NOODLES	\$0.55
6002	BEEF RAMEN NOODLE	\$0.55
6003	CAJUN SHRIMP RAMEN NOO	\$0.55
6004	TEXAS BEEF RAMEN NOODL	\$0.55
6005	CHILI RAMEN NOODLE	\$0.55
6006	ORIENTAL RAMEN NOODLE	\$0.55
6030	CHICKEN INST. LUNCH	\$0.85
6031	SHRIMP INST. LUNCH	\$0.85
6032	BEEF INST. LUNCH	\$0.85
6033	CAJUN SHRIMP INST. LUN	\$0.85
6034	HOT CAL/VEG.INST. LUNC	\$0.85
6035	CRAB INST. LUNCH	\$0.85
6036	TEXAS BEEF INST. LUNCH	\$0.85
6050	7OZ RICE ZIPPER	\$0.85
6055	SPANISH RICE W/CHEESE	\$0.60
6056	T.D. CHILI RICE 2OZ.	\$0.60
6079	WHOLE SHABANG 1.5 OZ	\$0.90
6083	WHT CHEDDAR POPCORN 5O	\$1.14
6100	POTATO CHIPS 1.0 OZ	\$0.90
6105	BBQ POTATO CHIPS 1.0 O	\$0.90
6106	PRETZELS	\$0.60
6110	CORN CHIPS	\$0.60
6112	BBQ CORN CHIPS	\$0.60
6113	SALSA FRIES (ANDY CAPP	\$0.54
6116	CHEESE PUFFS 1.0 OZ	\$0.78
6117	C.A. CHEESE CRUNCH 11O	\$1.80
6118	HOT FRIES 4 OZ.	\$1.44
6119	CA ROUND TORTILLA CHIP	\$1.62
6120	NACHO TORTILLA CHIPS 1	\$0.90
6125	HOT CHIPS 1.5 OZ	\$0.90
6126	SOUR CREAM ONION 1.5 O	\$0.54
6127	HOT SPICY PORK RINDS	\$1.02
6130	SALT & SOUR CHIPS	\$0.48
6134	CARAMEL POPCORN 3.5 OZ	\$1.08

6136	POPCORN 1.5 OZ.	\$0.54
6137	1.5 OZ CHEESE POPCORN	\$0.60
6142	NACHO TORTILLA CHIPS 5	\$1.20
6150	KEEFE 10OZ NACHO CHIPS	\$1.90
6155	KEEFE 13OZ CORN CHIPS	\$1.68
6166	C.A. BBQ CORN CHIPS 12	\$1.55
6172	BC CHILI NO BEANS	\$2.40
6173	BC CHILI W/ BEANS	\$2.40
6174	BC HOT CHILI W/ BEANS	\$2.40
6175	BC CHICKEN & GRAVY	\$2.70
6176	BC BEEF STEW	\$2.70
6177	BC ROAST BEEF & GRAVY	\$2.70
6193	BC BBQ BEEF	\$3.00
6194	BC SLOPPY JOE	\$3.00
6196	BC LASAGNA W/BEEF	\$3.00
6200	PLAIN MICRO. POPCORN	\$0.90
6201	ML BUTTER MICRO POPCOR	\$0.90
6205	CASHEWS	\$1.20
6208	STUDENT MIX 3.75 OZ.	\$1.02
6210	PEANUTS	\$0.48
6211	DELUXE SNACKENS 3.75OZ	\$1.08
6212	SPICY CAJUN MIX 3.5OZ	\$1.08
6213	HEALTH MIX	\$0.90
6216	HONEY ROAST PEANUTS	\$1.08
6217	TROPICAL BLEND	\$0.96
6220	CORNNUTS CHILI PICANTE	\$0.90
6222	CORNNUTS BBQ	\$0.90
6224	CHEX MIX BOLD & ZEST 1	\$0.60
6231	TRAD. CHEX MIX 1.75OZ.	\$0.60
6234	CORNNUTS RANCH	\$0.72
6250	ONION DIP 3.5OZ	\$1.02
6251	JALAPENO CHIPS	\$2.22
6254	NALLY'S ORIGINAL CHIPS	\$2.22
6255	NACHO DIP W/JAL. 4OZ.	\$1.02
6285	CHILI CHEESE CORN CHIP	\$2.22
6300	6 GUN BEEF STICK	\$0.60
6305	SUMMER SAUSAGE HOT 1.5	\$0.90
6310	SUMMER SAUSAGE PEPPERO	\$0.90
6311	SPLENDORA SLICE PEPPER	\$2.64
6320	BEEF & CHEESE STICK	\$0.60
6330	KIPPERED BEEF REGULAR	\$1.20
6335	KIPPERED BEEF HOT	\$1.20
6351	WHOLE ENCHLD PARTY MX	\$0.78
6392	TOOTIE FRUITIE CREAL 1	\$3.00
6395	MM HONEY NUT O'S 14OZ	\$4.80
6400	GRANOLA BAR CHOC CHP	\$0.54
6401	QKR GRANOLA BAR VARIET	\$3.90
6410	GRAPE JELLY	\$2.04
6411	STRAWBERRY PRES 12 OZ	\$1.80
6415	SS PEANUT BUTTER	\$0.54
6420	SS CHEDDAR SQUEEZERS	\$0.54
6421	SS JALAPENO SQUEEZERS	\$0.54

6423	SHRP CHEESE SQUEEZER 1	\$3.30
6424	JAL.CHEESE SQUEEZER 16	\$3.30
6500	PICKLE (HOT)	\$0.72
6501	PICKLE (MILD)	\$0.84
6510	HOT PICANTE SAUCE	\$1.80
6513	HOT SAUCE SINGLE SERVI	\$0.14
6515	MAYO SINGLE SERVE 1-E	\$0.14
6520	KROG OATMEAL VARIETY P	\$3.30
6527	OATML MPL&BRN SUG 1PK	\$0.66
6534	OATML PCHS & CREAM 10/	\$6.60
6540	STRAWBERRY CEREAL BAR	\$0.72
6600	TORTILLAS 4 PACK	\$1.50
6602	CHEESY JALA TORTILLA 4	\$1.50
6603	RED HOT CHILI TORTILLA	\$1.20
6700	REFRIED BEANS CLR W/ZI	\$2.04
6710	CHILI REFRIED BEANS&RI	\$1.14
6824	CB BEEF STEW 15OZ	\$3.30
6826	FRESH CATCH TUNA 4.23	\$1.98
6848	TYLENOL EXTRA STR 2 PA	\$0.60