

STATE OF TEXAS

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KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF FORT BEND

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COMMISSARY MANAGEMENT SERVICES AGREEMENT
PURSUANT TO RFP 24-003

THIS AGREEMENT for COMMISSARY MANAGEMENT SERVICES, hereinafter referred to as “Agreement,” is made and entered into by and between the Fort Bend County Sheriff, hereinafter referred to as the “SHERIFF” or the “COUNTY”, and ARAMARK Correctional Services, LLC, a Delaware limited liability company, hereinafter referred to as “ARAMARK”, authorized to conduct business in the State of Texas (with both sometimes referred to individually herein as a “Party” or collectively as the “Parties.”)

WITNESSETH:

WHEREAS, SHERIFF desires to engage ARAMARK to provide certain commissary management services, hereinafter referred to as “the Project”, at the Fort Bend County Jail, hereinafter referred to as “the Facility”, and ARAMARK desires to provide such services for SHERIFF under the terms and conditions hereof; and

WHEREAS, Fort Bend County issued a Request for Proposals No. 24-003 (hereinafter referred to as "RFP") and ARAMARK submitted a proposal in response to the RFP; and

NOW, THEREFORE, in consideration of the covenants and promises hereinafter made, SHERIFF and ARAMARK agree as follows:

SECTION I PURPOSE

The purpose of this Agreement is to secure from ARAMARK Inmate Commissary Services for the County Jail located at 1410 Richmond Parkway, Richmond, Texas 77469 as authorized and in accordance with Section 351.0145 of the TEXAS LOCAL GOVERNMENT CODE and as specified by ARAMARK in Exhibit B, ARARMARK's Response to RFP 24-003 incorporated by reference as if set forth herein verbatim for all purposes. This Agreement will include the operation of a commissary services by ARAMARK to sell to inmates, staff, and visitors a large selection of nutritious, wholesome, and palatable food, candy, nonalcoholic beverages, health and drug items, and general merchandise, including quality brand name products, individually referred to as "Product" and collectively referred to as "Products," all of which shall be subject to approval of both parties. SHERIFF hereby approves all Products and prices as set forth on Exhibit A, incorporated by reference as if set forth herein verbatim for all purposes.

SECTION II

TERM & TERMINATION

2.01 This Agreement is effective upon execution of both Parties and will terminate on September 30, 2025, and is renewable annually for three (3) years (through September

30, 2028) under the terms and conditions if mutually agreeable to by both Parties. Either Party for any reason may terminate this contract by giving sixty (60) days' written notice of the intent to terminate. ARAMARK shall not be entitled to lost or anticipated profits should SHERIFF choose to exercise its option to terminate.

- 2.02 Notwithstanding anything contained in this Agreement to the contrary, either Party may terminate this Agreement immediately upon written notice to the other Party in the event of such other Party's breach of a material provision of this Agreement which remains uncured for a period of thirty (30) days following receipt of written notice specifying the complained of breach.

SECTION III DESIGNATION OF REPRESENTATIVES

- 3.01 The Fort Bend County Sheriff, Eric Fagan, designates the Jail Division Captain (currently Captain Tim Chesser) and Jail Division Lieutenant (currently Eugene Dewveall) as its Designated Representatives of SHERIFF with regard to the services performed under this Agreement. SHERIFF will notify ARAMARK in writing of any changes in Designated Representatives.
- 3.02 ARAMARK hereby appoints David Romero as its Designated Representatives for SHERIFF with regard to the services to be performed under this Agreement. ARAMARK will notify SHERIFF in writing of any changes in Designated Representatives.

SECTION IV SERVICES PERFORMED BY ARAMARK

- 4.01 ARAMARK shall be allotted a period of not more than ninety (90) calendar days after SHERIFF's execution of this Agreement to provide commissary services as provided herein. On the ninety-first day (91st) day, all services required of ARAMARK as set forth in this Agreement and Exhibits A and B shall be fully operational. Commissions shall be paid as detailed in Article VII below.
- 4.02 ARAMARK shall be responsible for conducting its activities so as to achieve the objectives/deliverables set forth in Exhibits A and B.
- 4.03 ARAMARK shall meet regularly with SHERIFF's Designated Representatives to effect adjustments in operations and shall cooperate at all times with SHERIFF, and other contractors providing services to SHERIFF as requested by SHERIFF to maintain maximum security, efficiency, and good public relations.
- 4.04 ARAMARK shall provide necessary staff and/or equipment to facilitate the processing of commissary orders which involves direct data-entry systems and computer systems in use by SHERIFF. Any costs associated with implementation of this Agreement shall be the responsibility of ARAMARK.

- 4.05 ARAMARK shall provide commissary services on an as-needed pre-order basis at least twice per week on a delivery schedule acceptable to both Parties. ARAMARK employees shall deliver products directly to the inmate on-site at the housing unit. ARAMARK will assure that at least one delivery employee will be able to communicate effectively in Spanish to resolve questions and issues with the inmate at the time of delivery.
- 4.06 ARAMARK will implement its GoCart program at the Facility and offer GoCart services twice per week. ARAMARK shall determine the prices at which GoCart items shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its product, labor, or equipment costs, ARAMARK may increase its GoCart prices to recover such increased costs. All sales shall be deemed made upon the inmate's purchase of a GoCart item(s).
- 4.07 ARAMARK will implement its iCare program at the Facility. ARAMARK will determine the prices at which iCare items shall be sold. If ARAMARK sustains increases in its costs, including but not limited to, increases in its product, labor, or equipment costs, ARAMARK may increase its iCare prices to recover such increased costs. No returns shall be accepted unless the inmate, who is a recipient of such iCare order, is released prior to such delivery, or the iCare order is undeliverable in accordance with ARAMARK standard terms and conditions for iCare orders. All sales shall be deemed made when an iCare item purchased is delivered to the inmate.
- 4.08 ARAMARK acknowledges and agrees that Inmate Commissary Services and Food Service Operations activities are distinct and separate activities, subject to separate contracts and that consequently, there is no exclusive right to provide services to inmates contemplated or created by this Agreement. ARAMARK agrees that the only compensation under the terms of this Agreement is as provided in Exhibits A and B.
- 4.09 ARAMARK understands and agrees that ARAMARK will not charge a fee of any kind to any third-party vendor or inmate (i.e. inmate telephone vendor) for any service or connectivity associated with this Agreement.
- 4.10 ARAMARK shall install such computer hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to ARAMARK's CORE® commissary management information systems (the "CORE® System") as necessary to support ARAMARK's commissary operations. ARAMARK shall remove all Computer Equipment upon the expiration or termination of this Agreement. The CORE® System is and shall at all times be owned by ARAMARK, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the CORE® System at the Facility shall immediately cease upon the expiration or termination of this Agreement. ARAMARK shall be responsible to support and maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement. To the extent that it is necessary for ARAMARK's or the SHERIFF's employees to be trained to use the CORE® System, ARAMARK shall

provide such training, provided that ARAMARK shall have no other training obligations hereunder.

- 4.11 ARAMARK shall process orders for Products from inmates in accordance with ARAMARK's standard procedures as approved by SHERIFF. SHERIFF shall be responsible to collect, record and make disbursements from inmate commissary accounts for purchases of such Products; provided, however, that ARAMARK shall have access to each inmate account solely for the purpose of verifying that there are sufficient funds in such account to cover a Product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto. Within thirty (30) days of the expiration or any termination of this Agreement, any and all data related to purchases and communications made by inmates and customers under this Agreement shall be provided by ARAMARK to SHERIFF in an off-line version and in a format as reasonably requested by SHERIFF.
- 4.12 The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by COUNTY in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK's control, including, but not limited to, a change in the scope of ARAMARK's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State, and local standards, requirements, recommendations, and regulations including any applicable Child Nutrition Programs; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside ARAMARK's control, then ARAMARK shall give COUNTY written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and COUNTY shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK's commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to ARAMARK's scope of services.
- 4.13 ARAMARK shall make a financial commitment to COUNTY in an amount up to \$155,000 (the "Financial Commitment"). COUNTY agrees to invest the Financial Commitment in upgrades to in-pod kiosks and mobile kiosks to be used in the provision of commissary services at the Facility. Any equipment purchased by ARAMARK on COUNTY's behalf shall be purchased as a "sale-for resale" to the COUNTY. COUNTY shall hold title to all such equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks, or trademarks of a third-party) upon such resale. COUNTY acknowledges that it is a tax-exempt entity and will provide ARAMARK with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five (5) years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either Party for any reason whatsoever prior to the complete amortization of the Financial Commitment, COUNTY shall reimburse ARAMARK for

the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination of this Agreement, COUNTY agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination of this Agreement, until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of this Agreement shall revert to ARAMARK.

SECTION V

ARAMARK PERSONNEL AND SUBSTITUTION OF PERSONNEL

- 5.01 ARAMARK covenants and agrees that the personnel assigned by ARAMARK to SHERIFF, hereinafter referred to as "Key Personnel," shall perform the services and work contemplated under this Agreement and no personnel shall be substituted without prior written approval and consent of SHERIFF's Designated Representatives. SHERIFF understands and recognizes that extraordinary circumstances may arise that necessitate the replacement of an employee during the term of this Agreement. In such event, ARAMARK shall replace its Key Personnel with personnel approved by SHERIFF's security procedures as may be detailed herein or by SHERIFF's policies. ARAMARK shall notify SHERIFF's Designated Representatives of any substitution and obtain prior review and written approval by SHERIFF before instituting any substitution. ARAMARK warrants that it knows no conflicting assignments for Key Personnel for which they are currently obligated that would conflict with this Agreement.
- 5.02 ARAMARK covenants and agrees that, in addition to its Key Personnel, ARAMARK will at all times employ, maintain, and assign a sufficient number of additional competent and qualified professionals and other personnel to provide the services required in this Agreement in a matter satisfactory to SHERIFF.
- 5.03 ARAMARK further agrees that it will replace Key Personnel of ARAMARK, if so directed by SHERIFF's Designated Representatives in writing, should SHERIFF make a good-faith determination that any individual is incompetent, careless, unsuitable or otherwise objectionable, or that the continued use of any individual is contrary to the best interests of SHERIFF.
- 5.04 ARAMARK agrees that its personnel will comply with any and all security measures and identification required by SHERIFF in writing prior to the beginning performance of the services set forth herein and shall not access SHERIFF's network functions or other COUNTY information technology services prior to obtaining clearance for those personnel. All persons (whether ARAMARK employees or ARAMARK contractors) providing services under this Agreement shall submit to a background investigation

conducted by the SHERIFF or SHERIFF's Designated Representative(s). ARAMARK shall provide information to SHERIFF for all of ARAMARK's prospective personnel at the Facility using the form attached as Exhibit D – Fort Bend County Sheriff's Office Contractor/Volunteer Background Consent form.

- 5.05 ARAMARK agrees that its personnel will comply with the requirements contained in the Sheriff's Code of Ethics, Core Standards of Conduct, attached as Exhibit E, "Fort Bend County Sheriff's Office G.O. 02-01" and incorporated by reference as if set forth herein verbatim for all purposes.

SECTION VI COORDINATION & RESPONSIBILITIES OF SHERIFF

- 6.01 SHERIFF's Designated Representatives shall act on behalf of SHERIFF and the Fort Bend County Sheriff's Office with respect to the services to be provided under this Agreement.
- 6.02 SHERIFF agrees to furnish ARAMARK personnel with access during regular business hours, as determined by SHERIFF's Designated Representatives, to the Facility. ARAMARK shall give SHERIFF reasonable notice of its need to access facilities in order that SHERIFF may make the necessary arrangements to provide services.
- 6.03 ARAMARK will adopt written institutional procedures relating to custody and security provided by SHERIFF and work closely with SHERIFF's personnel to maintain a uniform approach to custody and security issues as they arise.
- 6.04 SHERIFF will provide ARAMARK with network accessibility so that appropriate information can be obtained for each inmate order to manage the commissary services program. Said accessibility will include providing phone lines, internet lines, network ports and electricity for each requested workstation.
- 6.05 ARAMARK shall submit to the COUNTY on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by ARAMARK during such week, if any. The term "Gross Sales" shall mean total commissary sales (including, but not limited to, sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Product sales) plus any sales or use taxes. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the COUNTY for subsequent delivery to the inmate, and the Product is not returned. For purposes of this Agreement, all sales are final and no returns will be honored unless the inmate who ordered a Product refuses delivery of such Product at the time such Product is delivered, or unless the product "freshness date" or "best if used by date" has expired as of the delivery date. If an inmate is released prior to Product delivery, the order will be canceled and a credit issued to the inmate's Commissary account. The Fort Bend County Auditor shall remit payment of received invoices to ARAMARK Correctional Services, P.O. Box 406019, Atlanta, Georgia

30384-6019. (Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section XVII NOTICE hereof.)

- 6.06 In the event the parties agree that ARAMARK will sell phone cards, phone time, or other phone related products through its commissary operation, ARAMARK shall be entitled to a service fee of eight percent (8%) of all phone-related sales (phone card, debit phone time or otherwise) sold by ARAMARK through the commissary operation at the Facility. For the avoidance of doubt, this fee shall be added to the cost of the phone-related product and shall be collected from the inmate's account in accordance with ARAMARK's standard billing procedures.
- 6.08 ARAMARK agrees to sell earbuds through its commissary operation only as supplied to ARAMARK by the Sheriff. Earbuds shall not be subject to commissions and will be sold only at the price determined by the SHERIFF.
- 6.09 All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals, and computer programs relative to or utilized in ARAMARK's business (collectively, "ARAMARK Proprietary Information") are and shall remain confidential and the sole property of ARAMARK and constitute trade secrets of ARAMARK. COUNTY shall keep all ARAMARK Proprietary Information confidential and shall use the ARAMARK Proprietary Information only for the purpose of fulfilling the terms of this Agreement. COUNTY shall not photocopy or otherwise duplicate any materials containing any ARAMARK Proprietary Information without the prior written consent of ARAMARK. Upon the expiration or any termination of this Agreement, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any ARAMARK Proprietary Information shall be returned to ARAMARK.

SECTION VII COMMISSION TO SHERIFF

- 7.01 Commissions to SHERIFF from product sales services shall be paid as follows:
 - A. Net Sales. "Net Sales" is defined as total product sales (excluding all sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Products) less sales or use taxes, authorized returns, and handling charges. The Parties agree that SHERIFF shall receive a 46% commission on Net Sales of commissary, GoCart, and iCare based on actual weekly sales at the Facility.
 - B. Subject to Paragraph 4.12, ARAMARK guarantees a minimum of Nine Hundred Thousand and No/100 Dollars (\$900,000.00) in commissions each year during the term of this Agreement as long as ARAMARK provides the commissary services subject to this Agreement ("Minimum Annual Guaranteed Commission"). The Parties agree that a review of commissions each one year term, on or about August 15 of each term year, and any deficit to the guaranteed minimum due to SHERIFF will be identified and remitted within ten (10)

calendar days of the end of the annual review meeting and no later than September 1 of each term year.

- C. At the end of the contract year, SHERIFF shall conduct an audit of the commissions actually paid during the preceding contract year. The Parties shall reconcile the amount of commission actually paid to the SHERIFF during the immediately preceding contract year with the Minimum Annual Guaranteed Commission owed to the SHERIFF. In the event that the aggregate amount of commissions paid to the SHERIFF during the immediately preceding contract year was less than the Minimum Annual Guaranteed Commission, ARAMARK shall, within thirty (30) days after the conclusion of the contract year, deliver to the SHERIFF payment equal to the difference between the Minimum Annual Guaranteed Commission and the actual commissions received by the SHERIFF during the immediately preceding contract year.
- D. The Minimum Annual Guaranteed Commission is contingent upon (a) ARAMARK being the exclusive commissary service provider to the Facilities and (b) the installation, activation, and implementation of ARAMARK's iCare, GoCart, Retail Promotions, and TouchPay programs as agreed. "Retail Promotions" includes certain discounts, promotional items, holiday promotions, and new item introductions to inmates. In the event that such ARAMARK programs have not been fully activated and implemented until after the commencement of the initial contract term, the Minimum Annual Guaranteed Commission will be prorated at a rate as agreed by SHERIFF and ARAMARK to account for any periods during which such ARAMARK programs were not fully activated and implemented. In the event that there is a change in the scope of the services to be provided by ARAMARK, including, without limitation, the average daily population materially changing, a decrease in inmate spending limits, the imposition of fees on spending (including, but not limited to, event charges such as restitution and subsistence fees), the removal of certain facilities from the scope of services, the commission rate and/or Minimum Annual Guaranteed Commission shall be renegotiated by the Parties.
- E. Payment Remittance: All period commission payments shall be sent to the Fort Bend County Treasurer, Fund: Sheriff's Commissary Fund, 301 Jackson, Richmond, Texas 77469.
- F. In the event the total inmate count is less than 750 for a period of two consecutive months or more, or a material adverse change affects the terms of this Agreement that is not within ARAMARK's control, ARAMARK shall provide written notice to SHERIFF of such change. SHERIFF and ARAMARK shall enter into contract negotiations within thirty (30) days of notice to SHERIFF to offset the impact of the change.

SECTION VIII PAYMENT FOR SERVICES

- 8.01 SHERIFF shall not be obligated to make any payment to ARAMARK hereunder if any one or more of the following conditions exist prior to payment:
- A. ARAMARK is in material breach or default under this Agreement;
 - B. Any part of such payment is attributable to services which are not performed in accordance with this Agreement; provided however, such payment shall be made as to that portion of the services which were performed in accordance with this Agreement;
 - C. Material errors or mistakes exist in services provided by ARAMARK that are the basis for the payment request.
- 8.02 No payment by SHERIFF to ARAMARK shall be construed to release any of ARAMARK's obligations hereunder or liabilities with respect to such services.
- 8.03 ARAMARK shall timely pay all bills for services performed by any third parties in connection with the performance of the services under this Agreement.
- 8.04 For all services rendered, payment by SHERIFF is due within thirty (30) days after receipt of the invoice detailing the services provided. All invoices shall be prepared in duplicate and forwarded to SHERIFF's Designated Representative, Attn: Jail Division Major (currently Major Jacob Webb).
- 8.05 Acceptance of payment for submitted invoices under this Agreement by ARAMARK shall constitute full and complete release of SHERIFF from any and all claims, demands, and causes of action whatsoever which ARAMARK has or may have against SHERIFF under the provisions of this Agreement for the submitted invoices, except those previously made in writing and identified by ARAMARK as unsettled at the time of the request for final payment.
- 8.06 Fort Bend County, as a public entity, has a duty to document the expenditure of inmate funds. ARAMARK acknowledges this duty on the part of Fort Bend County and the Fort Bend County Sheriff's Office. To this end, ARAMARK understands that failure of ARAMARK to substantially comply with the submittal of statements and documents as required herein shall constitute a waiver by ARAMARK of any portion of the fee for which ARAMARK did not supply necessary statements and/or documents, it being understood that the requirements hereof are intended to emphasize the necessity of providing proper documentation for payment because of the SHERIFF's accountability to the public, and not as a means to withhold payments from ARAMARK for inconsequential errors in the submission of documentation. Should SHERIFF notice a deficiency in the statement or document submitted by ARAMARK, SHERIFF shall notify ARAMARK, and shall require ARAMARK to correct the deficiency and resubmit the affected statement or document.

SECTION IX TERMINATION

This Agreement may be terminated by either Party for substantial failure by the other Party to perform (through no fault of the terminating party) in accordance with the terms of this Agreement. The terminating party must issue a written, signed notice of termination (citing this Section) to the other Party. Upon receipt of such written notice of termination, the Party in receipt shall have a period of thirty (30) calendar days to cure any failure to perform under this Agreement. Upon the completion of such thirty (30) calendar day period, commencing upon receipt of notice of termination, if such party has not cured any failure to perform, such termination may become effective immediately.

SECTION X INMATE COMMISSARY SERVICES RECORDS

- 10.01 All of ARAMARK'S books, records, documents, and papers pertaining to the services performed under this Agreement, including plans and specifications as well as accounting documentation of costs and expenses under this Agreement shall be available for SHERIFF or SHERIFF'S Designated Representatives at mutually convenient times for a minimum period of five (5) years after the end of the year to which they pertain and any other pending matters concerning this Agreement.
- 10.02 SHERIFF shall have the right to verify the details set forth in ARAMARK'S billings, certificates, and statements, either before or after payment by, upon giving reasonable notice to ARAMARK: (1) inspecting the relevant books and records of ARAMARK during normal business hours and (2) examining any reports or documentation with respect to the services to be performed; and (3) interviewing ARAMARK'S employees. Any inspection, review, or interviews conducted hereunder by SHERIFF shall be at SHERIFF'S sole cost and expense. ARAMARK'S records shall be made available for a minimum period of five (5) years after the end of the year to which they pertain.

SECTION XI WARRANTIES AND REPRESENTATIONS

- 11.01 ARAMARK warrants and represents that it has not employed or retained any company or person, other than bona fide employees working solely for ARAMARK, to solicit or secure this Agreement. In addition, ARAMARK warrants and represents that it has not for the purpose of soliciting or securing this Agreement paid, or agreed to pay, to any company or person, other than a bona fide employee working solely for ARAMARK, a commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
- 11.02 ARAMARK warrants and represents that it is aware of no lawsuits or administrative actions pending or contemplated in any court or before any administrative body against ARAMARK that would have an adverse impact on ARAMARK'S ability to perform the services defined in this Agreement. ARAMARK further warrants and represents that it has no knowledge of any threatened or unasserted claims or assessments of any nature

- against ARAMARK that would have an adverse impact on its ability to objectively perform the services under this Agreement.
- 11.03 ARAMARK warrants and represents that it is not aware of any conflicts of interest that will, or could, affect in any manner, its ability to objectively perform the services under this Agreement.
- 11.04 ARAMARK warrants and represents that the information provided in the response to RFP 24-003 is true and correct in all material respects. In addition, ARAMARK warrants and represents that any and all oral representations made by ARAMARK to SHERIFF, the Fort Bend County Sheriff's Office, or SHERIFF's Designated Representatives are true and correct.
- 11.05 ARAMARK warrants and represents that it is a Delaware limited liability company duly organized, validly existing, and in good standing under the laws of the State of Texas and authorized to conduct business in the State of Texas; it is qualified in all other states in which it conducts business; it is in good standing in such states; and it has all power and authority to conduct its business as presently conducted.
- 11.06 ARAMARK warrants and represent that ARAMARK has the power and authority to enter into and perform all of the activities and obligations that are the subject of this Agreement. When executed and delivered, this Agreement will be a valid and binding obligation of ARAMARK and the COUNTY and enforceable in accordance with its terms; and ARAMARK shall, at all times during the term of this Agreement, assign qualified, professionally competent, and if required, duly licensed personnel to perform the services as stated herein.
- 11.07 ARAMARK warrants and represents that the services to be performed by ARAMARK hereunder will meet the requirements set forth in this Agreement, and all exhibits hereto.

SECTION XII INDEPENDENT CONTRACTOR STATUS

- 12.01 In performing the services under this Agreement, ARAMARK and its employees are independent contractors and no provision of this Agreement will be construed as making ARAMARK or ARAMARK's employees, employees of SHERIFF or COUNTY in any form or type.
- 12.02 The Parties agree that nothing contained in the original RFP 24-003 (and any amendments), ARAMARK's response to RFP 24-003, or this Agreement shall be deemed to construed as creating a partnership or joint venture between SHERIFF/COUNTY and ARAMARK and any other party, or cause either party to be responsible in any way for the debts or obligations of the other party.

SECTION XIII OWNERSHIP OF DOCUMENTS

All materials containing any ARAMARK Proprietary Information shall be returned to ARAMARK upon completion or termination or conclusion of the services provided under this

Agreement. ARAMARK expressly acknowledges that COUNTY is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, COUNTY will make any information related to this Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to COUNTY by ARAMARK shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

SECTION XIV INSURANCE REQUIREMENTS

- 14.01 Insurance. ARAMARK shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the amounts set forth below.
- 14.02 ARAMARK shall furnish certificates of insurance to SHERIFF evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of ARAMARK, name of insurance company, policy number, and term of coverage and limits of coverage. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable in accordance with policy provisions. ARAMARK shall obtain such insurance from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- A. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - B. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - C. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - D. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
- 14.03 If required coverage is written on a claims-made basis, ARAMARK warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this

Agreement and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time the work under this Agreement is completed.

- 14.04 ARAMARK shall not provide any services under this Agreement until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- 14.05 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of ARAMARK.
- 14.06 No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.

SECTION XV INDEMNIFICATION

- 15.01 ARAMARK COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS COUNTY AND SHERIFF'S OFFICE AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE SHERIFF'S OFFICE AND OF FORT BEND COUNTY, TEXAS, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO PERSONAL AND BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE SHERIFF'S OFFICE DIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO ARAMARK'S WILLFUL MISCONDUCT OR NEGLIGENCE, INCLUDING ANY ACTS OR OMISSIONS OF ARAMARK, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF ARAMARK AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THEIR RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE SHERIFF'S OFFICE AND FORT BEND COUNTY, TEXAS, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IF THE DAMAGES, INJURY, LOSS OR CLAIM IS CAUSED BY THE NEGLIGENCE OF BOTH PARTIES, THE APPORTIONMENT OF SAID DAMAGE, INJURY, LOSS OR CLAIM SHALL BE SHARED BETWEEN BOTH PARTIES BASED UPON THE COMPARATIVE DEGREE OF EACH PARTY'S NEGLIGENCE AND EACH PARTY SHALL BE RESPONSIBLE FOR ITS OWN DEFENSE AND ITS OWN COSTS, INCLUDING BUT NOT LIMITED TO THE COST OF THE DEFENSE, ATTORNEY'S FEES AND WITNESSES' FEES AND EXPENSES INCIDENT THERETO. IT IS EXPRESSLY UNDERSTOOD THAT ARAMARK SHALL NOT BE RESPONSIBLE FOR DAMAGES, INJURIES, LOSSES OR CLAIMS CAUSED BY INMATES OR THE COUNTY, ITS OFFICERS, EMPLOYEES, AGENTS,

SERVANTS OR OTHER INDEPENDENT CONTRACTORS. NEITHER ANY OF COUNTY'S OFFICERS, EMPLOYEES, AGENTS, SERVANTS OR CONTRACTORS, NOR ANY INMATES, ARE OR WILL BE DEEMED TO BE AGENTS OR EMPLOYEES OF ARAMARK AND NO LIABILITY IS OR WILL BE INCURRED BY ARAMARK TO SUCH PERSONS, EXCEPT FOR BODILY INJURY TO SUCH PERSONS CAUSED BY ARAMARK'S NEGLIGENCE.

15.02 IT IS THE EXPRESS INTENT OF THIE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY ARAMARK TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE SHERIFF'S OFFICE FROM CONSEQUENCES OF THE SHERIFF'S OFFICE OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE SHERIFF'S OFFICE IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE SHERIFF'S OFFICE IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH OR DAMAGE. ARAMARK FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE, AND ON BEHALF OF THE COUNTY AND SHERIFF'S OFFICE AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

15.03 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Either Party shall advise the other Party in writing within 24 hours of receiving any claim or demand that would be impacted by the requirements of this Indemnification section.

SECTION XVI ARAMARK'S LIABILITY AND DUTIES

SHERIFF and Fort Bend County are entitled to recover from ARAMARK any direct and general damages and special damages (but not consequential or incidental damages) SHERIFF may incur arising out of or resulting from the negligent acts or omissions of ARAMARK while in the exercise of or performance of the obligations or duties under this Agreement.

SECTION XVII NOTICE

17.01 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to SHERIFF or ARAMARK at the addresses set forth below.

17.02 If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail.

17.03 Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

A. If to ARAMARK: ARAMARK Correctional Services, LLC
Stephen Yarsinsky, Vice President
2400 Market Street
Philadelphia, PA 19103

B. If to Sheriff: Sheriff Eric Fagan
Fort Bend County Sheriff's Office
1410 Richmond Parkway
Richmond, Texas 77469

With copy to: Fort Bend County Purchasing Department
Attn: Purchasing Agent
301 Jackson, Ste. 201
Richmond, Texas 77469

17.04 Either party may designate a different address by giving the other party ten (10) days written notice.

SECTION XVIII PUBLIC CONTACT

Under no circumstances, whatsoever, shall ARAMARK release any material or information developed or received in the performance of its services hereunder without the express written permission of SHERIFF, except where required to do so by law.

SECTION XIX MISCELLANEOUS

19.01 Assignments and Subcontracting. ARAMARK shall not assign this Agreement or any of its rights or obligations under this Agreement to any other entity without the express written consent of SHERIFF.

19.02 Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Texas.

19.03 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

19.04 Other Contracts and Third Party Beneficiaries. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and that it is

their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of any non-party who might otherwise claim to be deemed to constitute third party beneficiaries hereof.

- 19.05 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect.
- 19.06 Force Majeure. Neither party shall be held responsible for any delay or failure in performance, other than payment obligations, to the extent that such delay or failure is caused by fire, riot, flood, explosion, war, strike, embargo, government regulation, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond the party's control.
- 19.07 Effect of this Agreement. This Agreement, including all attachments and exhibits, constitutes the complete understanding between the parties with respect to the terms and conditions set forth herein and supersede all previous written or oral agreements and representations, if any. This Agreement may only be modified in a writing that expressly references this Agreement and is executed by both parties hereto.
- 19.08 Survival. The provisions of this Agreement pertaining to obligations to pay for services rendered pursuant to this Agreement, including, but not limited to, the SHERIFF's obligation to pay ARAMARK for services, ARAMARK's obligation to refund and/or credit SHERIFF, shall survive termination of this Agreement.
- 19.09 This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral. Attached hereto is Exhibit A – Commissary Price and Product List; Exhibit B - ARAMARK'S Response to RFP 24-003; Exhibit C: RFP 24-003; Exhibit D: Fort Bend County Sheriff's Office Contractor/Volunteer Background Consent form; and Exhibit E: Fort Bend County Sheriff's Office G.O. 02-01, all of which are incorporate by reference as if set forth herein verbatim for all purposes. In the event of a conflict between the documents the order of precedence shall be as follows: (1) this Agreement and any amendment thereto; (2) Exhibit B - ARAMARK'S Response to 24-003 and (3) Exhibit C: RFP 24-003.

SECTION XX

CERTAIN STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this Section are required by Texas Law and are included by COUNTY regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, ARAMARK hereby verifies that ARAMARK and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- A. Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list

prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- B. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ARAMARK does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- C. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ARAMARK does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- D. If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, ARAMARK does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

{Remainder of page intentionally left blank}

{Execution page to follow}

**SECTION XXI
EXECUTION**

IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed in duplicate originals as follows:

FORT BEND COUNTY:


Eric Fagan
Fort Bend County Sheriff

10/10/2023
Date

ARAMARK Correctional Services, LLC:

DocuSigned by:

8DD54D02B0CD4AA...

10/9/2023

Stephen Yarsinsky, Vice President - Finance

Date

Attachments: Exhibit A: Commissary Price and Product List
Exhibit B: ARAMARK's Response to RFP 24-003
Exhibit C: RFP 24-003
Exhibit D: Fort Bend County Sheriff's Office Contractor/Volunteer
Background Consent Form
Exhibit E: Fort Bend County Sheriff's Office G.O. 02-01

i:\agreements\2024 agreements\purchasing\aramark correctional services, llc (24-purch-100078)\commissary management services agreement fy2024 (kcj - 09.14.2023) v2 09.28.2023 v3 10.3.2023

EXHIBIT A

Commissary Price and Product List

FINANCIAL PROPOSAL

COMMISSARY PRICE AND PRODUCT LIST

Please note that the pricing listed on the sheet is subject to potential adjustments based on CPI (Consumer Price Index) or market basket changes. However, it is important to highlight that the commission payout percentage will remain fixed throughout the duration of the contract, unless mutually agreed upon otherwise through negotiation.

BEVERAGE		
3344	20 OZ SODA - PEACH	\$1.99
3345	20 OZ SODA - PINEAPPLE	\$1.99
3023	DR. PEPPER 20 OZ	\$2.39
3130	GATORADE FRUIT PUNCH 20 OZ	\$2.59
3137	OTG LEMONADE CRYSTAL LIGHT	\$0.99
3025	PEPSI 20 OZ	\$2.39
3168	BOTTLED WATER - OZARKA 20 OZ	\$1.69
0156	BACK COUNTRY INSTANT COFFEE	\$4.49
3081	FOOD EXPRESS NON-DAIRY CREAMER	\$4.99
3207	FE COLOMBIAN BLEND COFFEE	\$6.49
3221	SWISS MISS HOT COCOA MIX	\$0.79
CANDY		
9038	HERSHEY PLAIN	\$1.89
9007	M&M'S PEANUT	\$1.89
9008	M&M'S PLAIN	\$1.89
9150	REESES PB CUPS	\$1.89
9012	SKITTLES	\$1.89
9013	SNICKERS	\$1.89
9015	TWIX BAR	\$1.89
9128	CHICK-O-STICK	\$0.49
9014	STARLITE MINTS	\$2.49
9002	GG ATOMIC FIREBALLS	\$2.29
9304	GG CHERRY SOURS	\$1.99
9305	GG CINNAMON DISCS	\$1.99
0105	GG JELLY BEANS	\$1.99
0163	GG GUMMI BEARS	\$1.99
0162	GG RAINBOW MIX HARD CANDY	\$1.99
9806	GG ROOT BEER BARRELS	\$1.99
9003	BUTTERFINGER	\$1.89
9016	BABY RUTH	\$1.89
SALTY SNACKS		
6002	CHEETOS FLAMING HOT	\$1.69
6009	DORITOS NACHO	\$1.69
6010	FRITOS HONEY BBQ TWISTS	\$1.69
6008	DORITOS COOL RANCH	\$1.69
6015	HOT PORK RINDS	\$1.69
6020	FRITOS REGULAR	\$1.69
6021	CHEETOS JALAPENO CHEDDAR	\$1.69
6026	LAYS REGULAR	\$1.69
6031	FRITOS CHILI CHEESE	\$1.69
6090	HOT FRIES	\$1.69
6353	RUFFLES S/C CHEDDAR	\$1.69
6024	LAYS KETTLE JALAPENO	\$1.69
BAKERY		
5093	APPLE DANISH	\$2.39
5009	BANANA MOON PIE	\$1.79
5025	BIG TEXAS CINN ROLL	\$2.39
5259	GLAZED HONEY BUN FRESHLEY'S	\$2.39
5024	GMAS CHOC CHIP COOKIES	\$1.28
5047	GMAS OATMEAL COOKIES	\$1.28
5044	GMAS PEANUT BUTTER COOKIES	\$1.28
5035	NATURE VALLEY GRANOLA OAT&HNY	\$1.59
5073	VANILLA MOON PIE	\$1.79
5002	LIL DUTCH MAID DUPLEX COOKIES	\$2.19
5370	LIL DUTCH MAID VANILLA COOKIES	\$2.19
5406	TOAST'EM POP-UPS STRWBRY 6PK	\$4.49

GENERAL MERCHANDISE		
7301	EYE MASK	\$1.29
7017	LARGE BOWL W/ LID	\$1.99
7009	FLEX PEN	\$0.59
7312	HANDKERCHIEF WHITE	\$2.29
7123	BLANK GREETING CARD	\$1.49
7051	FRIENDSHIP GREETING CARD	\$1.49
7049	BIRTHDAY CARD	\$1.49
7057	MISS YOU CARD	\$1.49
7054	LOVE GREETING CARD	\$1.49
7052	THANK YOU CARD	\$1.49
1151	EMERY BOARD	\$0.70
7010	PLAYING CARDS	\$2.59
7039	READING GLASSES 1.5X	\$6.92
7040	READING GLASSES 2.0X	\$6.92
7077	READING GLASSES 1.25X	\$6.92
7078	READING GLASSES 1.75X	\$6.92
7076	READING GLASSES 1.0X	\$6.92
7042	READING GLASSES 3.0	\$6.92
7041	READING GLASSES 2.50	\$6.92
7016	TUMBLER W/LID CLEAR	\$0.99
7012	8.5 X 11 SCRATCH PAD	\$1.99
7127	SKETCH PAD 8.5 X 11	\$1.99
7252	HEADPHONES PAIR	\$5.66

FOOD		
4000	DOUBLE BARREL BEEF STICKS	\$1.09
4088	8D GHOST PEPPER ALMONDS	\$2.89
3942	CLIF CHOCOLATE MINT	\$3.49
3854	BACK COUNTRY CHILI NO BEANS 11.25OZ	\$7.49
3855	BACK COUNTRY CHILI W/ BEANS	\$7.29
4004	TITOS HOT DILL PICKLE	\$1.69
4007	JALAPENO CHSE SQUEEZER	\$1.00
4008	GRAPE JELLY SQUEEZER	\$0.88
5542	PNUT BUTTER SQUEEZER	\$1.19
4014	TOP RAMEN CHICKEN	\$1.19
4015	TOP RAMEN CHILI	\$1.19
4016	TOP RAMEN PICANTE BEEF	\$1.19
103	BACK CONTRY SPICY CHEESY RICE	\$3.79
4383	HOME BRAND BBQ SAUCE ORIGINAL	\$4.79
4032	CHICKEN OF THE SEA SARDINES IN OIL	\$2.99
0189	COMAL PORK SKINS W/GREEN SAUCE 8OZ	\$5.99
0140	WEAVER POPCORN EXTRA BUTTER 2.25OZ	\$1.59
0149	EASTVIEW FARMS HABANERO CHEDDAR CUP	\$2.49
0112	EASTVIEW FARMS JALAPENO SQZ CHZ POUCH	\$1.39
0135	FISHERMAN PARADISE TUNA IN WATER	\$3.79
0130	FISHERMAN PARADISE MACKEREL FILET IN BRINE	\$4.39
0101	FOOD EXPRESS PRECOOKED RICE POUCH	\$3.29
0172	F.E. CRUNCH PEANUT BUTTER 18OZ	\$7.29
4097	F.E. CREAMY PEANUT BUTTER 18OZ	\$7.29
0109	HEREFORD RIP'N'READY BEEF CRUMBLES 6OZ	\$7.29
0119	LEGENDARY BEEF SALAMI 5 OZ	\$5.49
4372	LEGENDARY SPICY JALAPENO BEEF SAUSAGE	\$5.49
4019	LIL DUTCH MAID SALTINE SLEEVE	\$1.49
4164	TITOS JALAPENO SLICES	\$0.99
4010	MALT-O-MEAL REGULAR INSTANT OATMEAL PKT	\$0.79
4200	EMPORIA SALT & PEPPER SHAKERS	\$4.99
4158	PANOLA CAJUN HOT SAUCE	\$2.79
0185	SAN MIGUEL REFRIED BEANS W/JALAPENO	\$4.19
0128	SAN MIGUEL SPICYCHEESY REFRIED BEANS&RICE	\$4.19
0153	SAYULITA 8 FLOUR TORTILLA 10CT	\$3.49
4167	SPICE SUPREME SEASONED SALT	\$2.99
4258	TEXAS TITO'S SLICED JALAPENOS	\$1.29
4004	TEXAS TITO'S SPICY PICKLE	\$2.09
5469	LIL DUTCH MAID VANILLA WAFERS	\$3.94
4383	BBQ SAUCE 18 OZ	\$4.79

FINANCIAL PROPOSAL

POSTAGE			CLOTHING		
2005	STAMP SINGLE	\$0.63	8046	T-Shirt - S	\$5.99
7019	STAMPED ENVELOPE	\$0.80	8045	T-Shirt - M	\$5.99
INDIGENT			8044	T-Shirt - L	\$5.99
7505	IND KIT - HYGIENE	\$1.05	8047	T-Shirt - XL	\$5.99
7504	IND KIT - WRITING	\$1.72	8048	T-Shirt - 2XL	\$6.19
	NOTE: Indigent kits not charged immediately		8042	T-Shirt - 3XL	\$6.19
HEALTH & BEAUTY			8005	BOXER SHORTS - S	\$3.89
1040	PALM BRUSH	\$2.09	8004	BOXER SHORTS - M	\$3.89
1018	IBUPROFEN 2PK	\$0.59	8003	BOXER SHORTS - L	\$3.89
1152	NON-ASPIRIN 2PK	\$0.59	8006	BOXER SHORTS - XL	\$3.89
1144	AIM TOOTHPASTE GEL TARTAR CONTROL 5.5Z	\$4.19	8000	BOXER SHORTS - 2XL	\$4.49
1062	LUSTI POMADE	\$3.39	8001	BOXER SHORTS - 3XL	\$4.49
1084	BALSAM SHAMPOO	\$2.76	8061	THERMAL TOP - S	\$8.09
1085	BALSAM CONDITIONER	\$2.76	8055	THERMAL TOP - M	\$8.09
1112	LUSTI HAIR FOOD	\$3.39	8056	THERMAL TOP - L	\$8.09
1126	COLGATE CAVITY PROTECTION TPASTE	\$3.49	8057	THERMAL TOP - XL	\$8.09
1121	VO5 SHAMPOO	\$3.99	8058	THERMAL TOP - 2XL	\$8.29
1122	VO5 CONDITION	\$3.99	8059	THERMAL TOP - 3XL	\$8.59
1267	VO5 2-IN-1 SHAMPOO+CONDITIONER	\$3.99	8182	THERMAL TOP - 5XL	\$8.59
1124	IRISH SPRING	\$1.44	8049	THERMAL BOTTOM - S	\$8.09
1060	DIAL GOLD SOAP BAR SINGLE	\$2.19	8050	THERMAL BOTTOM - M	\$8.09
1007	DENTURE ADHESIVE CREAM	\$5.19	8051	THERMAL BOTTOM - L	\$8.09
1179	SECURITY TOOTHBRUSH	\$0.39	8052	THERMAL BOTTOM - XL	\$8.09
1103	STYLING GEL	\$2.99	8053	THERMAL BOTTOM - 2X	\$8.29
1113	COCOA BUTTER LOTION FRESHSCENT	\$1.49	8183	THERMAL BOTTOM - 5X	\$10.61
1026	BRUSHLESS SHAVE CREAM	\$1.84	8073	SHOWER SHOES - S	\$1.99
1114	HAND&BODY LOTION FRESHSCENT	\$1.49	8074	SHOWER SHOES - M	\$1.99
1407	LEVEL10 CLEAR LIP BALM	\$1.79	8075	SHOWER SHOES - L	\$1.99
1459	BODY POWDER FRESHSCENT	\$2.99	8076	SHOWER SHOES - XL	\$1.99
1066	LUCKY PETROLEUM JELLY	\$2.39	8077	SHOWER SHOES - 2XL	\$2.15
1112	LUSTI HAIR FOOD	\$3.39	8036	SOCKS	\$1.79
1062	LUSTI POMADE	\$3.39	8032	SHOES, CANVAS - 7	\$10.49
1063	MAGICSHAVE RAZORLESS SHAVE CREAM	\$7.19	8033	SHOES, CANVAS - 8	\$10.49
1660	MENNEN SPEEDSTICK DEO/AP	\$5.39	8034	SHOES, CANVAS - 9	\$10.49
1467	SOAP DISH HINGED CLEAR	\$0.99	8023	SHOES, CANVAS - 10	\$10.49
1185	HAIR GEL OCEAN CLEAR MEGA HOLD	\$2.99	8024	SHOES, CANVAS - 11	\$10.49
1046	BODY WASH URBAN WASH OCEAN FRESH 16OZ	\$3.99	8025	SHOES, CANVAS - 12	\$10.49
0507	URBAN ST CLEAR WOMENS GEL DEODORANT	\$3.59	8026	SHOES, CANVAS - 13	\$10.49
0526	URBAN ST A/P ROLL-ON DEODORANT	\$2.59	8027	SHOES, CANVAS - 14	\$10.49
1377	VO5 CONDITIONER EXTRA BODY	\$3.99	8008	BRA SPORTS 36	\$8.29
1267	VO5 MENS 3-IN-1 SHAMP/COND/BODYWASH	\$3.99	8010	BRA SPORTS 40	\$8.59
1117	VO5 SHAMPOO	\$3.99	8019	PANTIES LAIDES 5	\$2.39
1657	ALWAYS REGULAR MAXI PAD	\$5.59	8087	PANTIES LAIDES 6	\$2.39
1042	ANTIFUNGAL CREAM	\$2.49	8020	PANTIES LADIES 7	\$2.39
			8021	PANTIES LADIES 8	\$2.39
			8022	PANTIES LADIES 9	\$2.39
			8088	PANTIES LADIES 10	\$2.39
TOBACCO PRODUCTS			8016	PANTIES LADIES 11	\$2.59
2965	GLACIER MINT 21 POUCH 8MG TFN	\$10.99	8017	PANTIES LADIES 12	\$2.89
2967	MOCHA JAVA 21 POUCH 8MG TFN	\$10.99			
2966	VERY BERRY 21 POUCH 8MG TFN	\$10.99			
2964	WINTERGREEN 21 POUCH 8MG TFN	\$10.99			

FINANCIAL PROPOSAL



stg.icaregifts.com
FORT BEND COUNTY

THE GIANT \$99.99

Fritos Regular 2 oz (2)
Wylers Light w/Caffeine Totally Tropical
Singles To-Go 6ct (2)
Medium Picante Sauce Packet 0.5 oz (5)
Ramen - Chicken Flavor 3 oz (10)
Ramen - Chili Flavor 3 oz (10)
Ramen - Picante Beef 3 oz (7)
Ramen - Cajun Chicken 3 oz (7)
Cheetos Crunchy 2 oz (2)
Cheetos Flamin Hot 2 oz (2)
Cheetos Cheddar Jalapeño 2 oz (2)
Doritos Cool Ranch 1.75 oz (2)
Doritos Nacho Cheese 1.75 oz (2)
Fritos Chili & Cheese 2 oz (2)
Fritos Twist Honey (2)
Gardetto's Original Recipe 1.75 oz (2)
Fries Hot 1.75 oz (2)
Hot Pork Rinds 1 oz (2)
Grandma's Chocolate Chip Cookies 2.5 oz
(2)
Grandma's Peanut Butter Cookie 2.5 oz (2)
Cloverhill Strawberry Cheese Danish 4.25
oz (2)
Hot Dill Pickle 5 oz (1)
Back Country Pre-Sliced Pepperoni (1)
Habanero Cheese Cup (1)
Sliced Jalapeños 12 oz (1)
Honey Bun Jumbo Glazed 5 oz (2)
Iced Oatmeal Cookies 5oz (1)

MEALS 'N MORE \$79.99

Ramen - Chili Flavor 3 oz (7)
Ramen - Picante Beef 3 oz (3)
Ramen - Cajun Chicken 3 oz (3)
Cheetos Cheddar Jalapeño 2 oz (1)
Doritos Cool Ranch 1.75 oz (2)
Fries Hot 1.75 oz (2)
Hot Pork Rinds 1 oz (2)
Grandma's Chocolate Chip Cookies 2.5 oz
(2)
Grandma's Peanut Butter Cookie 2.5 oz (2)
Cloverhill Strawberry Cheese Danish 4.25
oz (2)
Rip N Ready Seasoned Beef Crumbles (1)
Lil Dutch Maid Vanilla Cookies (1)
Strawberry Cream Cookie 5 oz (1)
Loaded Baked Mashed Potatoes Pouch (1)
Sardines in Oil (1)
Honey Bun Jumbo Glazed 5 oz (2)
Ramen - Chicken Flavor 3 oz (4)
Wylers Fruity Red Punch (1)
Spicy Jalapeño Beef Sausage (2)
Iced Oatmeal Cookies 5oz (1)
Mackerel Fillet in Brine (1)

WHOLE LOTTA LOVE \$59.99

8" Flour Tortillas 10ct (1)
Chunk Light Tuna in Water (1)
Cinnamon Roll 4 oz (1)
Danish Claw Blueberry 4 oz (1)
Cupcake Chocolate 4 oz (2)
Ramen - Picante Beef 3 oz (6)
Ramen - Cajun Chicken 3 oz (5)
Cheetos Cheddar Jalapeño 2 oz (2)
Doritos Cool Ranch 1.75 oz (1)
Doritos Nacho Cheese 1.75 oz (2)
Fritos Chili & Cheese 2 oz (1)
Fritos Twist Honey (1)
Grandma's Chocolate Chip Cookies 2.5 oz
(2)
Grandma's Peanut Butter Cookie 2.5 oz (2)
Spicy Cheesy Refried Beans (1)
Honey Bun Jumbo Glazed 5 oz (1)
Ramen - Chili Flavor 3 oz (2)
Ramen - Chicken Flavor 3 oz (4)
Cheddar Cheese Pouch (1)
Spicy Jalapeño Beef Sausage (1)
Chocolate Donuts 3.3 oz (1)

FINANCIAL PROPOSAL

SWEET SURPRISE \$59.99

Fruit Gushers Tropical (1)
Cookies & Cream Cakes (1)
Folgers Instant Coffee Traditional Roast 4 oz (1)
Sugar Substitute 10 count (1)
Fritos Twist Honey (2)
Ruffles Cheddar & Sour Cream 1.5 oz (2)
Cheetos Cheddar Jalapeño 2 oz (2)
Fritos Chili & Cheese 2 oz (2)
Lays BBQ Potato Chip 1.5 oz (2)
Doritos Nacho Cheese 1.75 oz (2)
Doritos Cool Ranch 1.75 oz (2)
Cheetos Flamin Hot 2 oz (2)
Honey Bun Iced Grand 6 oz (1)
Grandma's Chocolate Chip Cookies 2.5 oz (1)

Snickers 1.86 oz (1)
M&M Peanut 1.74 oz (1)
Ramen - Chili Flavor 3 oz (3)
Ramen - Chicken Flavor 3 oz (3)
Ramen - Cajun Chicken 3 oz (3)
Ramen - Picante Beef 3 oz (3)
Thank You Postcard (1)

SOUPS 'N SPICE \$49.99

Fries Hot 1.75 oz (2)
Mackerel Fillet w/Diced Jalapeño (1)
Ramen - Chicken Flavor 3 oz (10)
Ramen - Chili Flavor 3 oz (10)
Ramen - Picante Beef 3 oz (6)
Ramen - Cajun Chicken 3 oz (5)
Cheetos Flamin Hot 2 oz (2)
Cheetos Cheddar Jalapeño 2 oz (2)
Doritos Cool Ranch 1.75 oz (2)
Doritos Nacho Cheese 1.75 oz (2)
Chickosticks 3oz (2)
Iced Oatmeal Cookies 5oz (1)

STAY FRESH FOR MEN \$39.99

Colgate Whitening Toothpaste 6 oz (1)
Ultimate Sport Antiperspirant Deodorant Gel 3 oz (1)
Suave Apple Shampoo 15 oz (1)
VO5 Kiwi Lime Conditioner 15 oz (1)
Dove Men + Care Bar Extra Fresh Bar (2)
Vaseline Hypoallergenic Fragrance Free Body Lotion (1)

BREAKFAST SURPRISE \$39.99

Cinnamon Roll 4 oz (2)
Danish Claw Blueberry 4 oz (2)
Cloverhill Strawberry Cheese Danish 4.25 oz (1)
Lemon Creme Cookies (1)
Vanilla Cappuccino (2)
Mocha Cappuccino (2)
Instant Coffee (1)
Folgers Instant Coffee Traditional Roast 4 oz (1)
Taster's Choice Instant Coffee Single Serve (5)
Honey Bun Jumbo Glazed 5 oz (1)
Oatmeal Single Serve 1.24 oz (10)

SNACK BREAK \$39.99

Ramen - Chicken Flavor 3 oz (3)
Ramen - Chili Flavor 3 oz (3)
Ramen - Picante Beef 3 oz (3)
Ramen - Cajun Chicken 3 oz (3)
Ramen - Spicy Vegetable 3 oz (3)
Hot Dill Pickle 5 oz (1)
Salami Stick 1oz (1)
Back Country Pre-Sliced Pepperoni (1)
Medium Picante Sauce Packet 0.5 oz (10)
Spicy Cajun Shrimp Ramen (3)
Wyler's Light Sugar Free Strawberry Lemonade 3.13 oz (1)
Spicy Jalapeño Beef Sausage (1)
Sliced Jalapeños 12 oz (2)
Double Beef Stick 1.125 oz (1)

STAY FRESH FOR WOMEN \$39.99

St. Ives Fresh Skin Invigorating Apricot Scrub (1)
Suave Invisible Solid Powder Fresh Deodorant & Antiperspirant 1.4 oz (1)
Suave Apple Shampoo 15 oz (1)
VO5 Kiwi Lime Conditioner 15 oz (1)
Dove Sensitive Soap Bar (1)
Suave Skin Solutions Advanced Therapy Lotion (1)

SOUPER SNACKS \$39.99

Ramen - Chicken Flavor 3 oz (8)
Ramen - Chili Flavor 3 oz (8)
Ramen - Picante Beef 3 oz (8)
Ramen - Cajun Chicken 3 oz (3)
Fritos Chili & Cheese 2 oz (2)
Fritos Regular 2 oz (1)
Cheetos Flamin Hot 2 oz (2)
Doritos Cool Ranch 1.75 oz (2)
Grandma's Chocolate Chip Cookies 2.5 oz (2)
Wyler's Light Island Punch Radical Lemon Berry 10ct (1)

NOT TOO SWEET (LOW SUGAR) \$37.99

Folgers Instant Coffee Traditional Roast 4 oz (1)
Sugar Substitute 10 count (1)
Chunk Light Tuna in Water (1)
Planters Salted Peanuts 2 oz (2)
Salami Stick 1oz (2)
Pre-Cooked Long Grain White Rice Pouch (1)
Hot Dill Pickle 5 oz (2)
Crystal Light Single Serve Lemonade (3)
Peanut Butter Packet 1 oz (4)
Creamer Pack Single Serve (10)
Mayonnaise Squeeze Packet 1 oz (2)
Crystal Light Fruit Punch Single Serve (3)
Hometown Jalapeño Cheese Bar (1)
Refried Beans w/ Jalapeños 8 oz (1)

SWEET TREATS \$29.99

Cinnamon Roll 4 oz (1)
Danish Claw Blueberry 4 oz (1)
Cupcake Chocolate 4 oz (1)
Grandma's Chocolate Chip Cookies 2.5 oz (1)
Grandma's Peanut Butter Cookie 2.5 oz (1)
Cloverhill Strawberry Cheese Danish 4.25 oz (1)
Iced Oatmeal Cookies 5oz (1)
Rainbow Mix Hard Candy (1)
Wyler's Light Sugar Free Strawberry Lemonade 3.13 oz (2)
Honey Bun Jumbo Glazed 5 oz (1)
Chocolate Donuts 3.3 oz (1)

FINANCIAL PROPOSAL

LIL' BIT OF LOVE \$29.99

Ramen - Cajun Chicken 3 oz (5)

Fritos Chili & Cheese 2 oz (1)

Cheetos Flamin Hot 2 oz (1)

Cheetos Cheddar Jalapeño 2 oz (1)

Doritos Cool Ranch 1.75 oz (1)

Snack Crackers (1)

Jalapeño Cheddar Cheese Pouch (1)

Chickosticks 3oz (2)

Ramen - Chicken Flavor 3 oz (5)

Ramen - Chili Flavor 3 oz (3)

Cheddar Cheese Pouch (6)

Peanut Butter Packet 1 oz (1)

Iced Oatmeal Cookies 5oz (1)

EXHIBIT B

ARAMARK's Response to RFP 24-003



**THIS IS A SEALED
BID PROPOSAL
FOR COMMISSARY
MANAGEMENT SERVICES**

PLEASE DELIVER TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

RFP 24-003
Tuesday, July 18, 2023
2:00 PM (Central)

FORT BEND COUNTY SHERIFF'S OFFICE

DAVID ROMERO

2400 Market Street
Philadelphia, PA 19103
Phone: 925-349-8655

Fax: 630-271-5758

Web: www.aramarkcorrections.com

Email: romero-david@aramark.com

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APPENDICES ON USB

Appendix 1 - Handbooks, Manuals, and Forms

Appendix 2 - Job Descriptions

Appendix 3 - Employee Benefits Overview

Appendix 4 - Aramark Annual Report 2020, 2021, and 2022



EXECUTIVE **SUMMARY**

Executive Summary - Provide a brief narrative highlighting the company's background and experience. The narrative is to clearly demonstrate compliance with respondent's requirements/responsibilities listed in this RFP. Include length of time the company has been in business and provide examples of past projects. Include a list of current and/or pending installations, including number of licensed users.

EXECUTIVE SUMMARY

Aramark is a multinational corporation that has been delivering food services, facilities management, and uniform services since its founding in 1959. With headquarters in Philadelphia, we have expanded our expertise to serve diverse industries such as education, healthcare, sports and entertainment, business and industry, and corrections.

Since 1976, Aramark has been a trusted partner in the corrections industry, collaborating with numerous correctional facilities across the nation to ensure secure and stable environments for millions of inmates, officers, and staff. With a global workforce of more than 247,000 employees, our dedicated correctional division alone comprises more than 5,000 skilled professionals. We currently provide services to more than 450 facilities in the United States, including municipal systems, private prisons, juvenile facilities, and long-term care clients. Furthermore, we are proud to serve 13 state departments of corrections. With 47 years of experience in the correctional division, we look forward to continuing our partnership with Fort Bend County.

Our proposal showcases several key elements that demonstrate our dedication to the partnership and our ability to meet the unique needs of Fort Bend County. We are pleased to highlight the success of our sales performance over the years, as it has been instrumental in driving consistent growth. Despite the challenges posed by the COVID-19 pandemic and reduction of inmate population, we have managed to achieve a steady increase in annual sales. This accomplishment is a testament to our ability to adapt and thrive in dynamic market conditions.

In FY2019 at Fort Bend County, we achieved annual sales amounting to \$1.86 million, and since then we've seen year-over-year sales growth. We are forecasting a substantial increase to over \$2 million in sales in FY2023. This positive trajectory underscores our ability to consistently deliver value and meet the evolving needs of the County. Our success has translated to commission payouts to the County of over \$1 million dollars year over year. As a result of our continued success, we are excited to announce that we can maintain a 46% commission payout while increasing our commission guarantee from \$600,000 to \$900,000. This significant boost demonstrates our confidence in sustaining our annual sales momentum and further solidifies our commitment to our partnership with Fort Bend County.

Aramark recognizes the significance of staying at the forefront of technology and innovation. Therefore, we are pleased to announce our commitment to investing \$155,000 in upgrading the in-pod kiosks and mobile kiosks. These upgrades are designed to significantly enhance the quality of the user experience, providing a modern and refreshing interface.

The investment in upgrading the kiosks demonstrates our dedication to continually improving and evolving our services. By incorporating the latest technological advancements, we aim to ensure that Fort Bend County has access to state-of-the-art tools that enhance efficiency, streamline operations, and improve overall user satisfaction.

The upgraded kiosks will offer a host of benefits, including barcode scanning, improved functionality, enhanced security features, and a user-friendly interface. With these enhancements, users will enjoy a seamless and intuitive experience, making their interactions with the kiosks more efficient and enjoyable.

In addition to the financial commitments, we offer several programs that further distinguish us in the commissary market. Our on-site pick-and-pack service facilitates efficient order fulfillment, ensuring accuracy and timely delivery of products. This streamlined process enhances customer satisfaction and minimizes disruptions in the supply chain.

EXECUTIVE SUMMARY

Our iCare program, is an innovative and comprehensive solution that transcends traditional commissary programs, enabling family members and loved ones to not only purchase commissary packages for those incarcerated, but also fostering meaningful connections and support during their time apart. With iCare, we understand the importance of staying connected, and we strive to provide a platform that facilitates communication and care. iCare recognizes the vital role that family support plays in the well-being of individuals who are incarcerated. We believe in the power of maintaining connections and nurturing relationships, even in challenging circumstances. Through our program, loved ones can actively participate in the lives of their incarcerated family members, offering a sense of comfort, encouragement, and solidarity.

We are thrilled to announce the expansion of our GoCart service from once a week to twice a week deliveries. This enhancement significantly improves convenience and efficiency for Fort Bend County, guaranteeing a consistent and reliable supply of goods. As part of this expansion, we are investing \$3,000 in a brand new GoCart, demonstrating our commitment to cutting-edge solutions that cater to the dynamic demands of the County.

We are excited to introduce Aramark's FreshFavorites program as a valuable addition to our services. As the current operator of the food service at Fort Bend County, our Fresh Favorites program enables us to provide specialty meals to inmates on specific days, enhancing their dining experience and showcasing our dedication to their satisfaction and well-being. These meals are available for purchase by inmates using their commissary funds. Additionally, the program can serve as a behavior management tool by granting access only to well-behaved inmates. With FreshFavorites, we provide a diverse range of fresh and flavorful meal options that cater to various dietary preferences and requirements. This includes accommodating specific allergies, vegetarian or vegan choices, and cultural or dietary restrictions. By prioritizing health and wellness, the program promotes nutritious eating habits and contributes to the overall well-being of inmates. The implementation of Aramark's FreshFavorites program through our commissary services truly enhances the dining experience, underscoring our commitment to providing quality food services while prioritizing satisfaction and well-being.

Another key differentiator is our on-site management and staff model, recognizing the importance of a responsive team to address any concerns or issues that may arise. Our experienced staff serves as the go-to point of contact, ensuring immediate support and effective problem resolution. Recognizing the importance of having a competent and responsive on-site staff, Aramark places great emphasis on providing qualified personnel. John Ramirez, who has been with us for several years, started as an hourly employee and has now become the commissary manager. His experience and knowledge of the Fort Bend account make him a valuable asset in overseeing operations and ensuring seamless service delivery. We also have a direct backup in Michael Epley, an hourly supervisor who is being groomed for a leadership role. Michael also possesses a deep understanding of the Fort Bend account and will be able to provide support and continuity in case of any unforeseen circumstances.

In conclusion, Aramark is dedicated to providing continued exceptional service to Fort Bend County. Our competitive commission rate, annual payout guarantee, IT and kiosk upgrades, expanded GoCart service, and innovative programs like FreshFavorites demonstrates our commitment to meeting the unique needs of Fort Bend. Led by our experienced Commissary Manager, John and supported by a capable backup Michael, our on-site staff and management team are ready to ensure efficient operations and immediate support. We are confident that our proposal will meet the needs of Fort Bend County and contribute to its ongoing success.



TECHNICAL **RESPONSE**

Tab 1 Technical Response (weight factor = 25%)

This section shall set forth the proposed technical solution in response to this RFP.

The respondent must demonstrate the approach, the task of initiating and then fully implementing its service. Provide proposed commissary services delivery system in all its facets, including how desired results will be attained. This section shall contain a narrative that clearly demonstrates the respondent's approach toward meeting the goals, objectives and requirements of this RFP. This section should address the understanding of issues, completeness of the program, and demonstration of assurance of performance as to quality and efficiency.

RETAIL/COMMISSARY

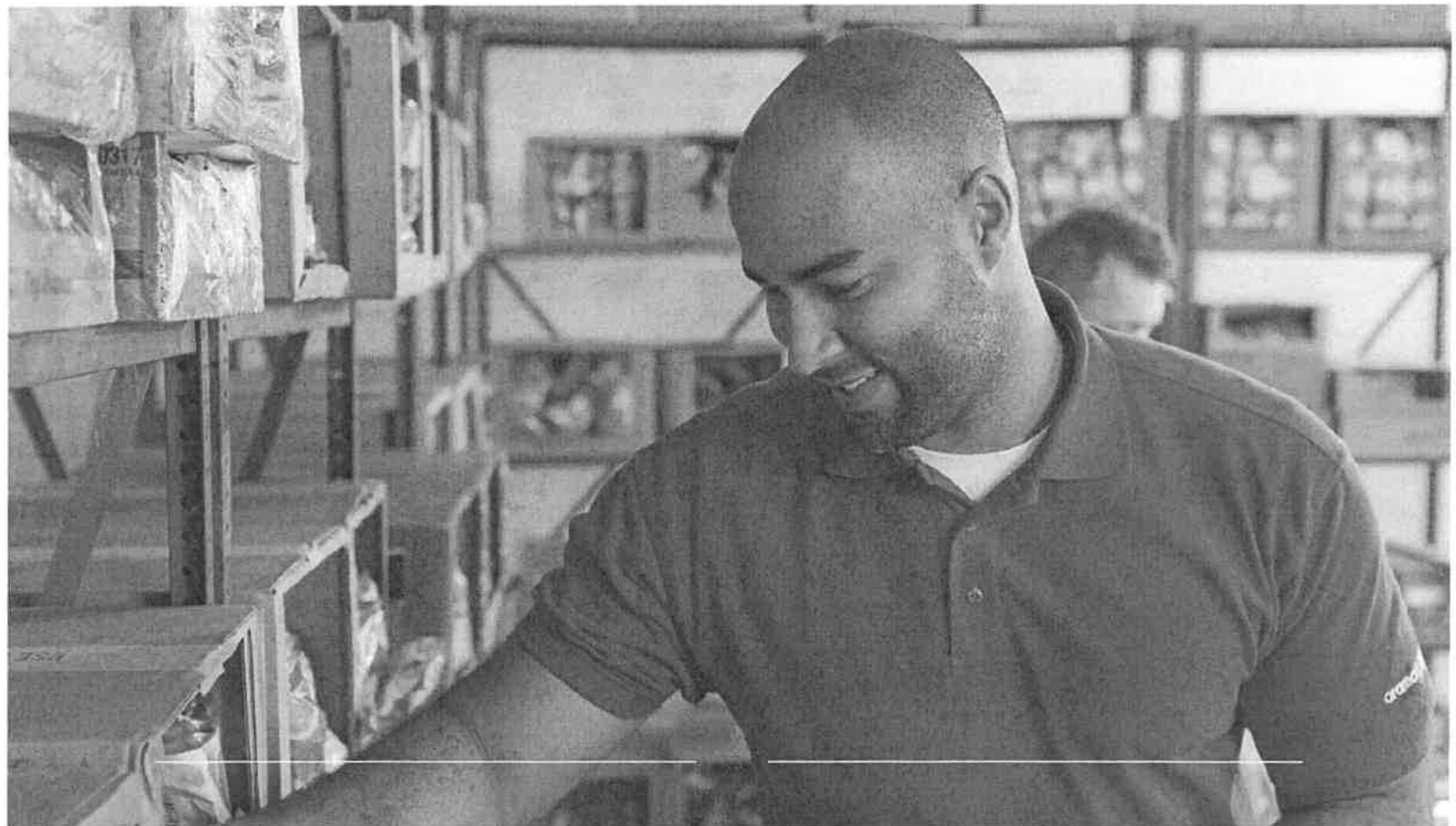
In this section, we will thoroughly outline our proposed technical solution in response to this RFP. While it is acknowledged that we, Aramark, currently serve as the service provider, we recognize the significance of presenting our approach and highlighting the ways in which we aim to enhance and expand upon our existing services.

Moreover, we will emphasize our unwavering commitment to delivering exceptional quality and efficiency. We understand that these are crucial factors in any service delivery, and we will showcase how our proposed approach is designed to address them.

By emphasizing our commitment to continuous improvement and our dedication to surpassing expectations, we will reinforce your confidence in our ability to deliver outstanding results. Our proposed solution will underscore our expertise, innovative strategies, and meticulous attention to detail, thereby assuring that Fort Bend County can rely on us to provide exceptional service quality and operational efficiency.

Commissary is more than just delivering products to inmates; it presents unique opportunities within the facility to improve morale, prepare inmates for life upon release, meet your goals, and reduce recidivism.

We exercise our retailing expertise by applying traditional retail principles to commissary, which means treating inmates as consumers. As a result, we can provide a better buying experience with brands inmates know and trust and achieve significant growth for our clients with the right product mix for your facility.



RETAIL APPROACH

The driving force behind our approach is to treat consumers as consumers, no matter where they are. Our commissary and retail programs are founded on traditional retail principles including the product, price, placement, and promotions. These four Ps create an environment that provides inmates the ability to purchase products of their choice, using their own account, helping them to stay connected and positively impact self worth and behavior. Not only do our retail programming and strategies adopted for the corrections environment provide a positive experience, they also promote a safer, more secure environment.

PLACEMENT

We design our menus and promotional materials to be informative and compelling; displayed in public, high-traffic areas to build enthusiasm and interest in inmates and their families.

PRODUCT

Research shows that inmates prefer the brand names they know. We're able to buy brand-name products in high volume providing choice of favorites and cost savings, which we pass along to clients.

PRICE

We use a market pricing strategy that works for all stakeholders. Inmates pay a fair price for the brands they love, and taxpayers appreciate that inmates aren't getting a special deal.

PROMOTION

We implement a robust promotional calendar for all our retail programs. In doing so, we can drive increased participation, which drives revenue.

ARAMARK COMMISSARY OPERATIONAL STANDARDS

Establishing a set of operational standards drives efficiency across all our retail programs, and ensures the security protocols for your facility are adhered to. These standards are deployed throughout every process related to the products that come into our clients' facilities.

We use our proprietary CORE software to manage the entire warehousing process to ensure that each product is received, placed in inventory, and delivered as expected. We work closely with our supply chain partners to address any vendor issues and mitigate discrepancies before impacting our clients. Our staff is trained according to retailing principles and guidelines to establish an efficient pick-and-pack operation on-site or at a local warehouse.

OPERATIONAL STANDARDS DEFINE EIGHT KEY ROLES:

1. Ordering and receiving
2. Delivery
3. Warehousing
4. Customer service
5. Four Ps
6. Report analyses
7. Safety, security, and compliance
8. Key metrics

WHAT YOU CAN EXPECT: INNOVATION THAT HAS AN IMPACT PICK-AND-PACK OPERATIONS



All inventory is housed within the facility and is managed by dedicated Aramark staff, so we are able to address issues immediately, before they become a problem. We have a 99% fill rate target in commissary, so inmates will receive the products they order, or they will receive a credit in a timely manner if we are unable to deliver a particular product. Aramark's proprietary CORE and Signature Capture technologies integrate seamlessly so commissary and iCare orders can be tracked from the time they are placed, picked, and delivered to significantly reduce grievances.

INMATE PROGRAMMING

Commissary programs are effective at boosting inmate morale because they provide a change of pace, offer products they're used to seeing in the free world, and create opportunities to connect with family and friends.



88%

of inmates show
improved behavior when
they are able to interact
with their family.¹





TECHNOLOGY

DEPOSITS

With various payment portals and payment methods, your consumers can make the best choice for themselves, wherever, whenever, and however they choose. They allow the elimination of cash handling and reduction of in-person contact, allowing you to reallocate staff to other needs. These deposit solutions feature integration with accounting software, allowing handling of all aspects of payments and having the ability to work at any facility. Payments are accepted for probation, child support, statement payments, courts and municipalities, correction or fines, and fee collections.

INTAKE KIOSK

The intake kiosk provides a fast and secure way to process inmates, reducing cash handling and cashier window hours, shortening the intake process, and decreasing the liabilities of cash processing.

We will continue to provide intake kiosk. It accepts cash and coins in bulk for deposit transactions. There are step-by-step instructions on the kiosk that make it as easy to use as an ATM.

The system features a countertop-mounted terminal with a 12-inch bilingual touchscreen and a swivel base.

A bulk note feeder validates up to 30 bills and up to 300 coins per minute, checking for and rejecting counterfeit currency. Printed receipts can be stored in the inmate's property bag.

Security is built-in, with a digital camera and remote online monitoring for kiosk status and service. Kiosks are equipped with a fully secured door with a combination lock for courier and maintenance service.

**Our intake kiosk
is as easy to use
as an ATM.**



COUNTERTOP TERMINALS FOR INTAKE

Countertop payment processing stations are PCI-compliant devices allowing facilities to process credit and debit transactions quickly.

The small unit reduces the space necessary for setup. It is deployable in any area where cash deposits are not required. The device features an interactive touchscreen-based interface. With real-time account validation and on-demand electronic report, you can get instant customer receipts and 100% guaranteed transactions.



LOBBY KIOSK

Friends and family can deposit money in an inmate's trust fund online, over the phone, or via a lobby kiosk in the facility, reducing complaints, shortening cashier hours, and decreasing liability to your facility.

Inmate accounts can be funded via cash, credit/debit cards, or online checks, and are credited instantly. All online check payments are credited through JPMorgan Chase & Co.



A Web services interface makes implementation easy and user-friendly. Inmate information is verified, customers are given a receipt confirming payment, and balance updates and transaction details are available instantly between Aramark and Fort Bend County Sheriff's Office's hosts.

For facilities where cash deposits are not required, we recommend deploying the lobby kiosk. The lobby kiosk accepts payments from Visa and Mastercard credit/debit cards, and is well-suited for lobby or visiting areas. The kiosk is PCI-compliant, and incorporates the same functionality, applications, and real-time automated funding and reporting as our other technology solutions.

Inmate accounts can be funded via cash, credit/debit cards, or online checks, and are credited instantly.



Friends and family can use the lobby kiosk to deposit money in an inmate's trust fund.

WEB AND PHONE DEPOSITS

The online payment portal and IVR Automated Phone system accept transactions 24 hours a day, 7 days a week, 365 days a year. It can take multiple payment types for different departments and allows for near real-time payment posting with an English and Spanish interface.

RETAIL WALK-IN DEPOSITS

Walk-in retail allows customers to make payments and deposits in cash at over 26,000 retail locations. It provides a cost-effective alternative for payers who prefer cash.

It also features a bilingual user interface for easy use. Facilities benefits include allowing multiple departments to accept payments. Those payments post immediately to the back office reporting and accounting system.



THIS IS HOW IT WORKS:

REQUEST
TO PAY



GET
PAYSLIP



MAKE
PAYMENT



CONFIRMATION



SETTLEMENT



INMATE ACCOUNTING SERVICE

Pairing technology with our proprietary CORE trust fund management application allows easy integration of these solutions. It provides the tracking clients need to make the right decisions for their population.

CORE APPLICATION

CORE is our proprietary application that manages the inmate trust fund, property room, and commissary ordering. The application is flexible, functioning in a stand-alone environment or integrating with an existing inmate management system on a network, like SiP. CORE Warehouse facilitates inventory management. Our IT team will work with you to configure the CORE Trust Fund and warehouse management accounting system at your facility, so your operations are enhanced, not disrupted.

BENEFITS

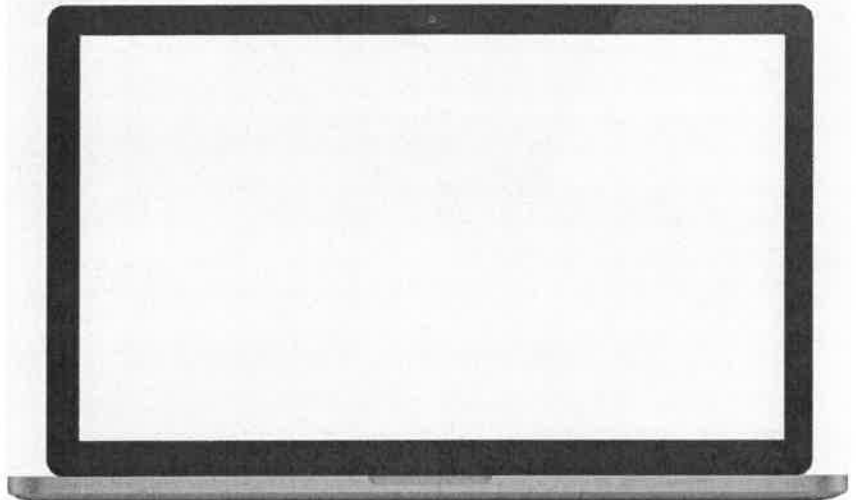
CORE is designed to eliminate a considerable burden on your staff, freeing up time to focus on safety and security. All user access, accounting functions, NUMI, inmate identification, transaction monitoring, restrictions, and tracking is managed and accessible through the application.

CORE integrates with the Request Management Application and can help reduce grievances. It provides visibility and tracking within commissary orders, requests, and grievance management.

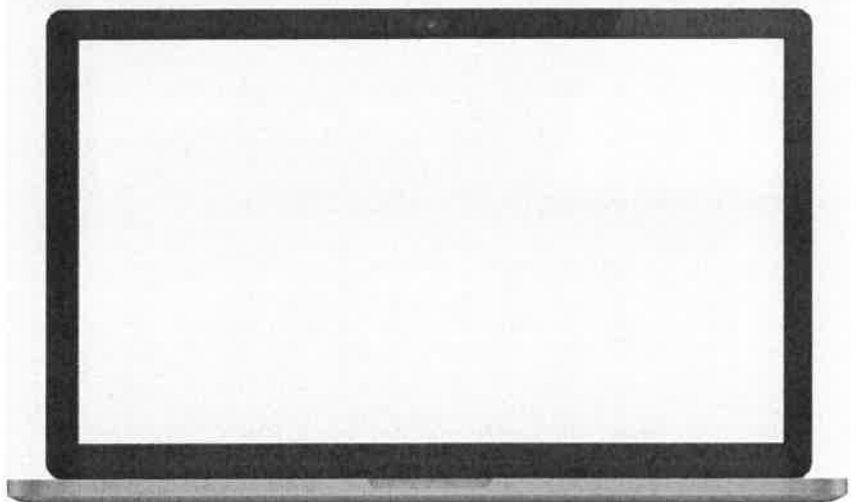
CORE is able to track individual trust fund accounts for inmates. Capabilities include identification using permanent or booking ID; the ability to restrict or prioritize purchases; express entry of checks and money orders; negative balance capability with automatic recovery; debt collection by account; and release with checks, cash, or the NUMI debit release card.

Administrators can track inmates' requests, including facility fees, medical copays, court costs, haircuts, commissary, deposits, and third-party releases.

TRANSACTION



ACCOUNT LIST



SECURITY

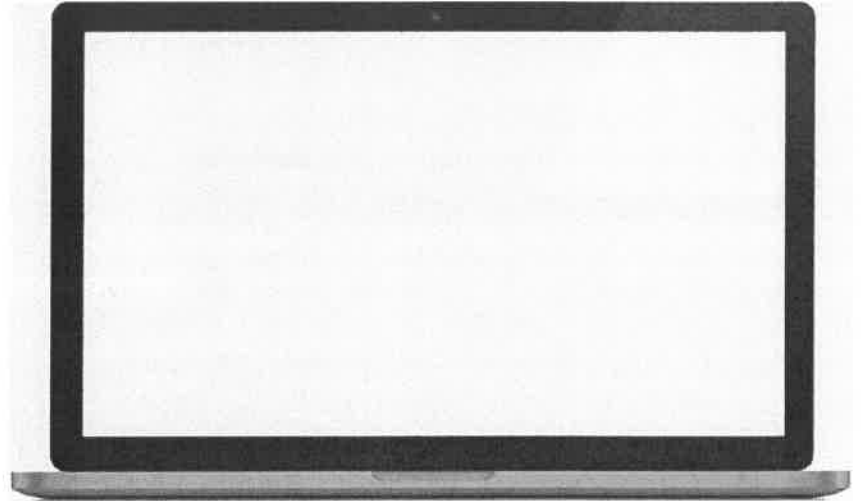
CORE has been designed with a sophisticated security module. Users are added to the system and assigned rights to each software function based on their access level. CORE can also be linked to most enterprise security models, such as Active Directory.

FLEXIBILITY

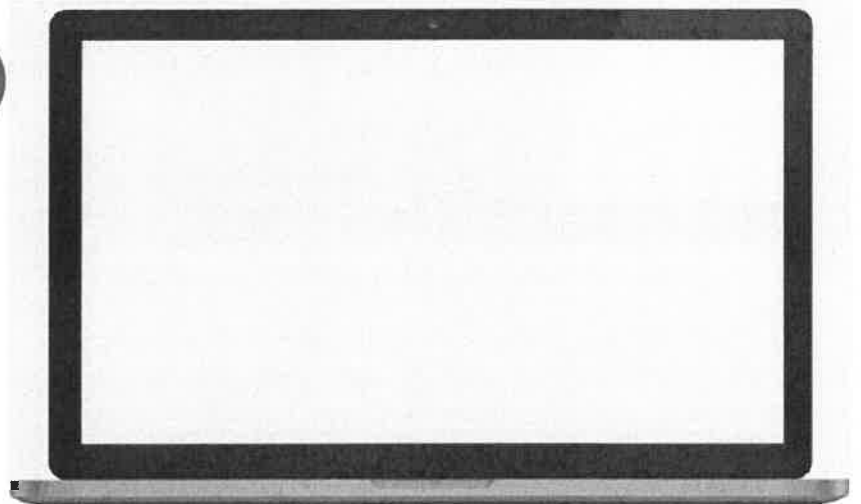
CORE has been developed in modules: CORE Trust Fund, which is the trust accounting and inmate banking operation, and CORE Warehouse, which takes care of inventory control and point-of-sale processing. These two applications integrate with each other to allow for customer-specific deployment configurations.

Core can function in a stand-alone or networked environment. It is capable of communicating across most local or wide-area network (LAN/WAN) configurations and allows for quick and accurate communication between front and back ends.

PROPERTY INTAKE



PROPERTY RELEASE



STANDARD INTERFACE

The system features a separate module to control the interfacing properties, which allows for simple adaptation to new systems or integrations.

INMATE TRUST FUND AND BANKING

CORE's easy-to-use screen designs rely on the latest Windows technology, with trust fund and banking reports generated by Crystal Reports. The system offers user-friendly bank reconciliation with auto-detect for insufficient funds; a complete cash drawer system for multiple workstations and users; full, detailed, and accurate inmate account audit trails and reporting; and easy accessibility of general ledger account lists.

Bank reconciliation capabilities include the ability to manage multiple bank accounts; mug shots that are stored in CORE; electronic signatures; and full general ledger.

The system allows tracking for individual trust-fund accounts for inmates, using multiple demographics. For example, it uses permanent or booking ID; has the ability to restrict or prioritize purchases; allows express entry of checks and money orders; and offers negative-balance capability with automatic recovery. Debt collection is by account, and is configurable for hierarchical, first-in, or percentage debt settlement. Once released, parolees' accounts are settled with checks, cash, or our NUMI debit release card.

In addition, this solution monitors all transactions on inmate accounts, including facility fees, medical copays, court costs, haircuts, commissary, and deposits and third-party releases.

BANK RECONCILIATION

[illegible]

NUMI CARD

DEBIT RELEASE CARD

NUMI Financial, the leader in stored-value card solutions for the criminal justice and corrections industry, is partnered exclusively with Aramark. NUMI offers inmate release cards that reduce administrative burdens for staff, establish tracking, and provide solutions for parolees to access money from their trust funds, once released.

The NUMI release solution is built specifically for corrections and is the most comprehensive solution in the industry, using both hardware and software to provide an easy, convenient, and secure release process. This fully integrated solution allows facilities to go completely cashless and eliminates the burden of managing money inside the facility. It works seamlessly with any accounting or jail management system.

BENEFITS TO FORT BEND SHERIFF'S OFFICE

The Inmate Release Card program is FREE to corrections facilities. It increases efficiency through real-time reporting, reducing accounting department costs and resources, eliminating cash and checks, reconciling bank accounts, cutting the processing time of inmate releases, and eliminating unclaimed property reports. In addition, customer service and card issues are handled directly through NUMI. Free 24/7 support is supplied to facilities and cardholders, and a complimentary ICE transfer program is available to all participating sites.



Free 24/7 support is supplied to facilities and cardholders, and a complimentary ICE transfer program is available to all participating sites.

Parolees also benefit. Upon release they are able to immediately use funds, which eliminates concerns over releasing inmates during evenings and weekends without travel money. They can make purchases 24/7, anywhere Mastercard is accepted, and have 24/7 ATM access, including surcharge-free ATM access for select programs. The card can be used both inside and outside the U.S. It comes with instructional information and free online account management, and there is also 24/7 customer support. The monthly card fee is commensurate with fees charged by banks for checks.

In addition, there are no-fee options available for use and ATM access. These include PIN purchases, bank teller withdrawal with a valid ID at any bank, and getting cash back at checkout from participating retailers.



WAREHOUSE/INVENTORY MANAGEMENT

CORE Trust Fund interfaces with CORE Warehouse to ensure inmate orders are processed and deducted from their account, and inventory is managed. These applications enable us to provide detailed data and trend analysis back to Fort Bend County Sheriff's Office.

The system allows the user to set up pricing, indigent eligibility, tax tables for state and local government, and commissions. It includes total inventory on hand, current sales, and the cost of those sales. Additionally, the system creates a reorder guide, so our product supply never falls below a specified level. This helps us maintain sufficient inventory levels while ensuring that the Aramark team follows first-in, first-out (FIFO) to rotate inventory and consistently fulfill orders with the freshest product. CORE generates a wide range of warehouse reports. Additional custom reports are available.



PRODUCT PRICING

CORE Warehouse allows sites to maintain all pricing control locally, for easy and accurate implementation of product promotions. Prices are only accessible to management with tracking to indicate when the prices were changed and which user adjusted the pricing.



SECURITY-RELATED REPORTING

The Surveillance Report is designed to assist Fort Bend County Sheriff's Office staff in item-specific purchase information. It allows staff to monitor buying behavior that could lead to hoarding or "tank boss" control, and to view housing unit purchasing patterns.



INVENTORY ORDERING

CORE Warehouse has standard reorder reports that are designed to capture item sales for a specified period and recommends the case quantity to be ordered to ensure proper on-hand inventory. The local manager has override capability to increase inventory levels for seasonal trends or special events and holidays.



LOST SALES ANALYSIS

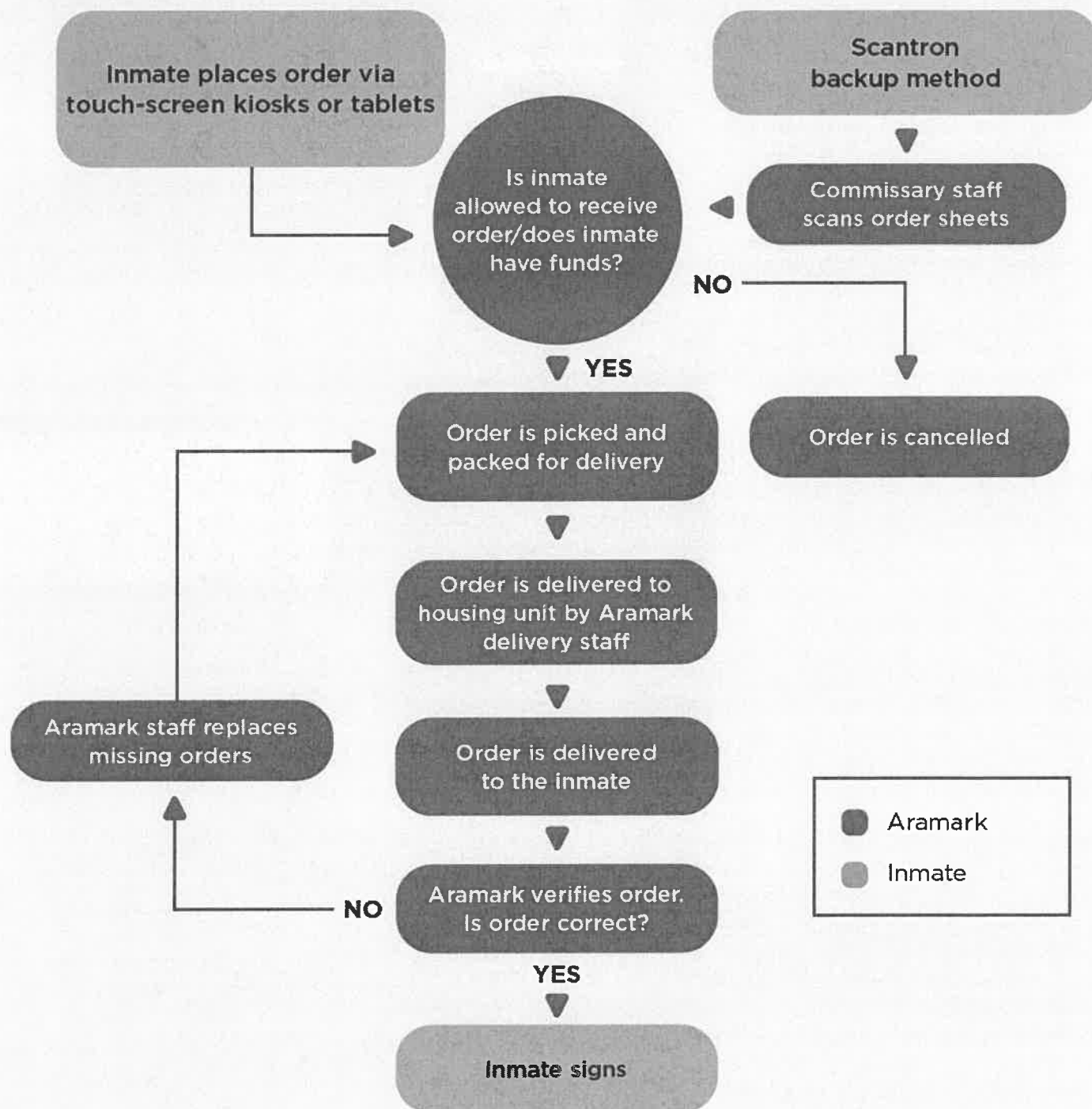
This feature lets staff track and analyze inventory trends to eliminate product shortages for a full year or by the month. Data is captured weekly.



COMPONENT USAGE

Staff receive a snapshot of the operation, including product sales volumes and pricing information.

ORDER PROCESS FLOW



TECHNICAL RESPONSE

POD KIOSK

As part of Aramark's commitment to Fort Bend County we have allocated \$155,000 into upgrades for all in-pod and mobile kiosks.

Aramark partners with industry-leading providers to deliver touchscreen kiosks in the housing units that will take your operation closer to a paperless system. They are manufactured with high-impact tempered glass and are built to perform in correctional facilities.

Inmates are able to order commissary without staff involvement as built-in features like product images, bilingual language options, and on-screen trust fund balances make the ordering process simple and easy to understand.

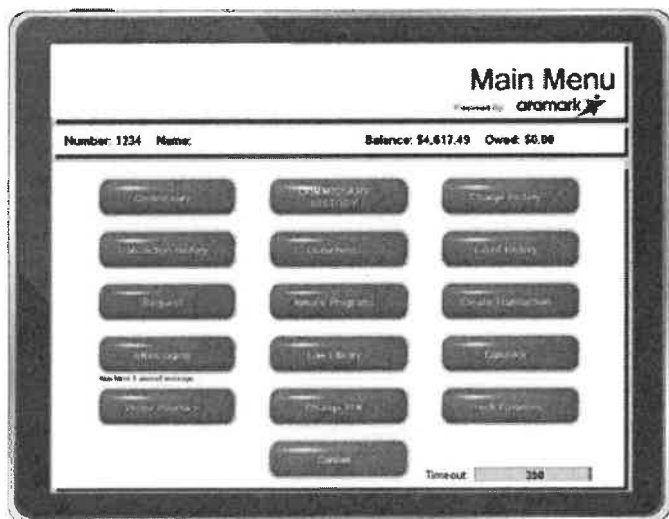
Pod kiosks also benefit officers and staff. They have the ability to track inmate activity and grievances, organize records, and schedule changes and inmate movement, so staff aren't spending time searching through files and paper receipts.

Kiosks provide inmates with real-time, two-way communication to facility systems, and are easily adaptable to add functionality as the needs of Fort Bend County Sheriff's Office change. They use proven retail technology and a secure operating system, and updates are pushed through the application, reducing risk within the facility. In the event of any kiosk issues we provide 24/7 remote tech support and provide on site tech support when needed.

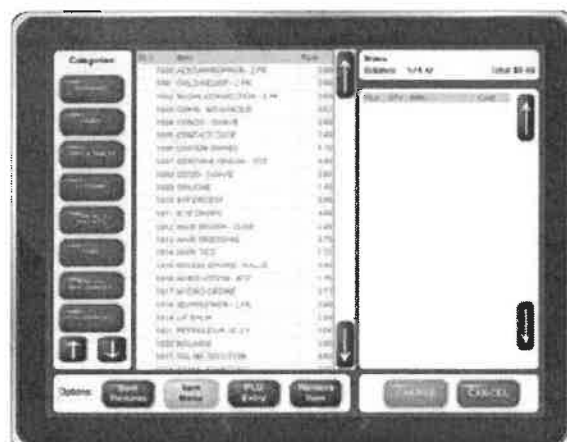


A pod kiosk allows inmates to order commissary.

POD KIOSK—COMMISSARY ORDERING

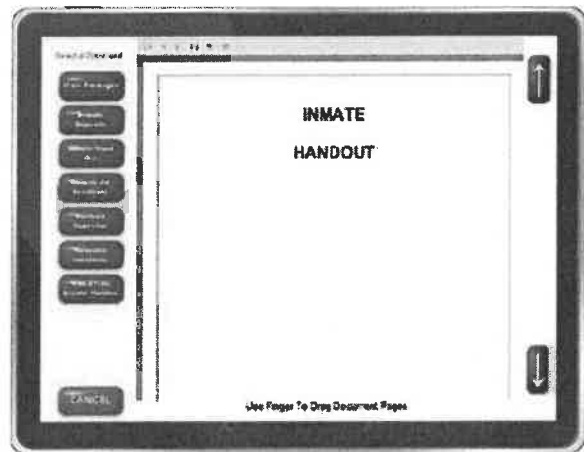


POD KIOSK - SAMPLE FINANCIAL

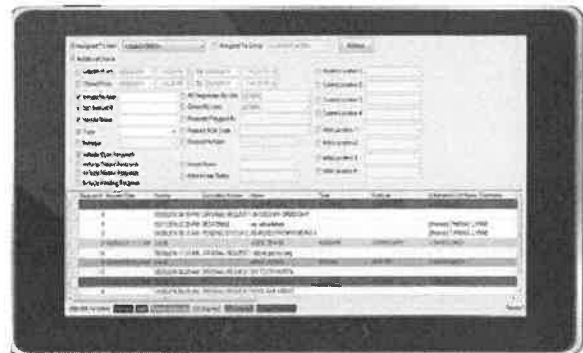


TECHNICAL RESPONSE

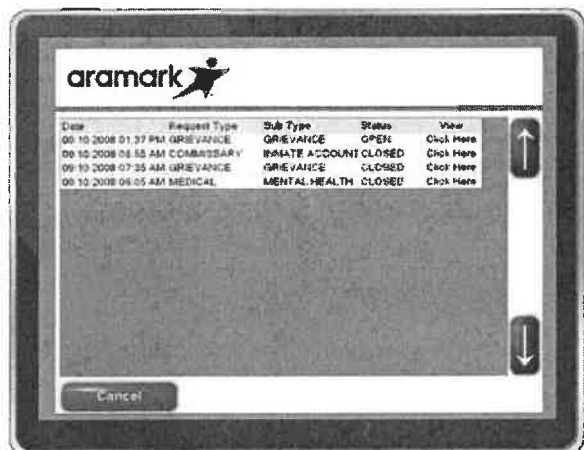
POD KIOSK—INMATE HANDBOOK



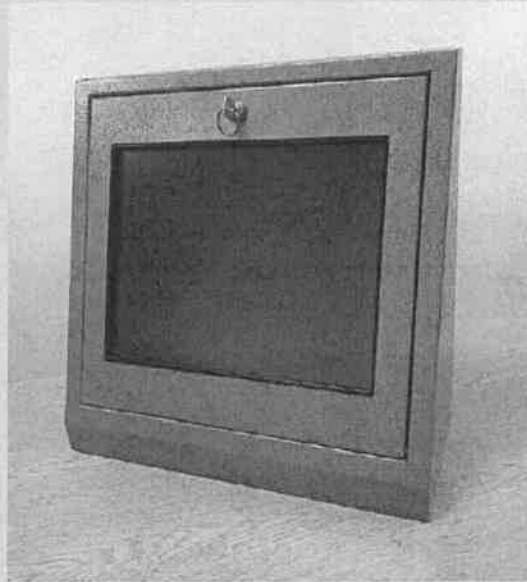
POD KIOSK—REQUEST MANAGER



POD KIOSK—GRIEVANCES



KIOSK FEATURES AND UPGRADES



One Touch Kiosk – K6_17 Interactive Solution

The One Touch Kiosk comes standard with features that are not available or cost extra with other devices.

We understand most facilities run 24/7. Downtime is unacceptable. Built for tough environments, this unit has been designed with security and stability in mind.

The touch screen is protected by a secure screen which limits wear and blocks intrusion of water and dust. The secure computer device provides the speed and reliability for high volume applications.

Not another gray box, the innovative design is ergonomic, durable, and friendly to use in a small footprint.

The One Touch Kiosk typically allows a user to access a software application with a virtual touch pin pad. Enter your username & password and you are on your way. Barcode scanners will be included on every kiosk.

Features

Exciting Design - Functional and ergonomic design for fast, accurate transactions.

True Finger Touch - A light finger touch is all that is needed to activate the One Touch Kiosk.

Communication - Abundant choices for powerful connections to your legacy and state-of-the-art systems.

Security - Customer PINs are secured with industry standard encryption.

Field Replaceable Components - Designed and tested for the correctional environment.

Secure Operating System - Easy to repair - No moving parts

SIGNATURE CAPTURE

Signature Capture is a device that promotes accountability by tracking commissary, FreshFavorites, and iCare orders from purchase to delivery. Inmates are required to sign for items and packages received, and are given a copy of the receipt. The receipt is stored electronically in our system, making tracking and investigations much more efficient.

Insight—Data is updated automatically so orders can be tracked and reconciled to an inmate's account.

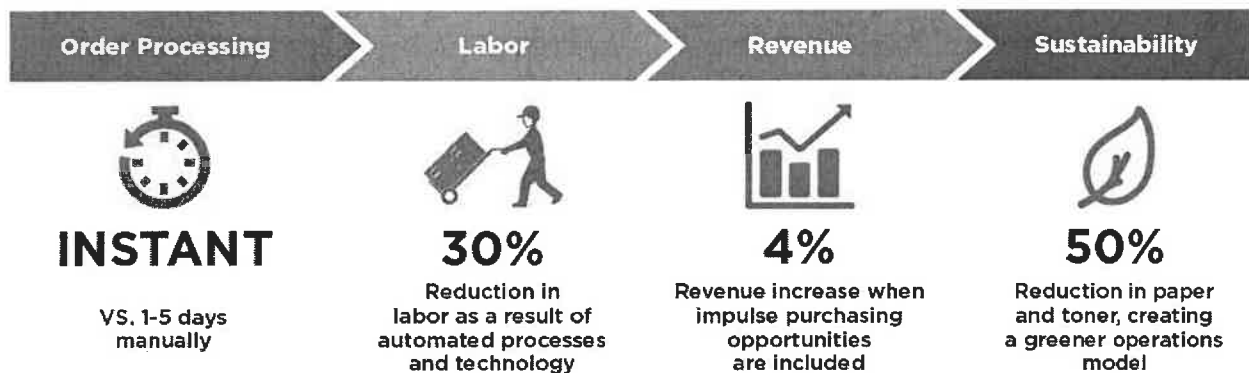
Optimization—Analyzes purchase behavior to identify the right product menu to drive participation and revenue.



Labor Impact—Tracking orders and confirming delivery and receipt of orders reduces grievances and the time dedicated to managing them.

Tracking and Accountability—Friends and family will know exactly when loved ones receive their packages because the system triggers a customer receipt stating that the package was delivered successfully. Inmates sign for items received and an electronic receipt is stored in the system that can be easily accessed through the officer's desktop, reducing grievances and investigations.

COMMISSARY WORKFLOW

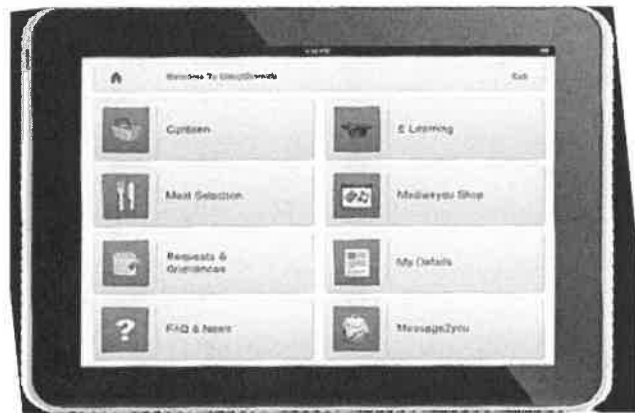
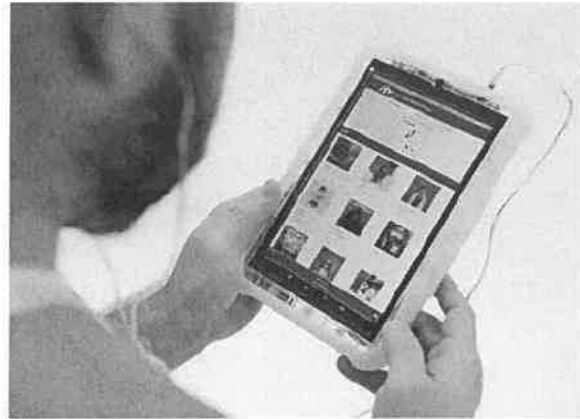


INTERFACED WITH SECURUS TABLETS

Aramark works with multiple technology vendors to deliver the right tablet solution for inmates to make productive use of their time. Fort Bend County Sheriff's Office officers will continue to have full control over usage, so this solution not only delivers the latest technology innovation, but promotes a positive environment and enhances security. Applications include educational materials, commissary ordering, a music library, video visitation, and voice calls.

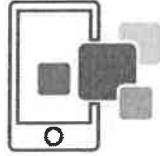
The tablets integrate with existing infrastructure. They are hosted on a secured wireless network, and all communications are encrypted. Officers transport the tablets in an enclosed charging and checkout station so they are able to track tablets while in use, and keep them secure.

Tablets can be configured to allow inmates to access a variety of approved multimedia applications through a secure personal device. Offerings in the entertainment portfolio provide access to the largest video and e-book secure library available. Tablets also connect inmates to friends and loved ones, offering inmate telephone systems, visitation management, inmate messaging, and handheld devices.



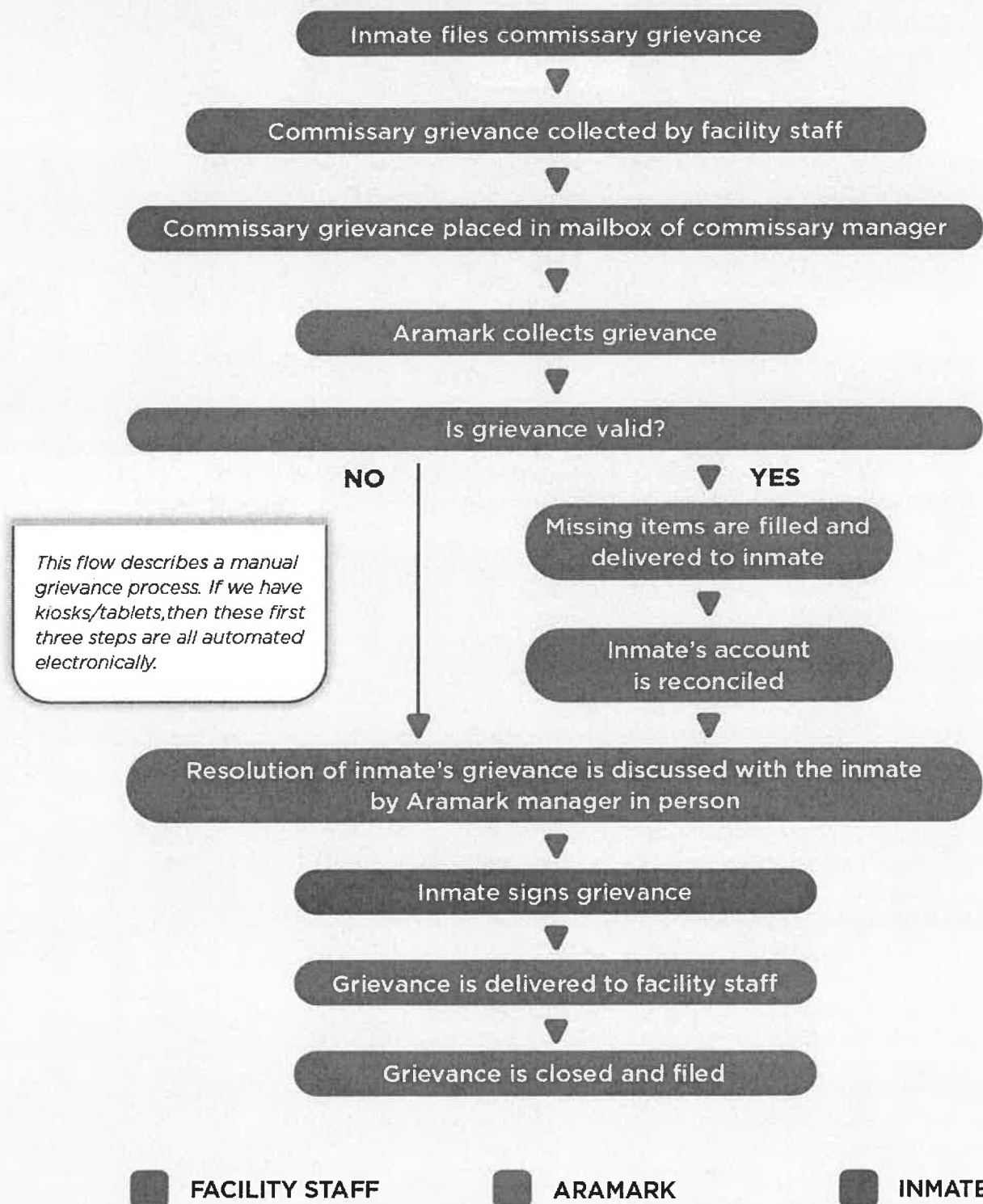
Our tablet solutions provide access to educational materials, commissary ordering, a music library, video visitation, and voice calls.





GRIEVANCE PROCESS

RETAIL/COMMISSARY GRIEVANCE **PROCESS FLOW**





VALUE-ADD PROGRAMS

COMMISSARY SOLUTIONS

INTAKE PROGRAM



INTAKE PROGRAM

The Challenge: A lengthy intake process often leaves newly booked inmates with only one basic hygiene indigent kit until the next commissary is open (possibly an entire week). This uncertainty and stressful situation for the inmates can lead to restlessness, resulting in an extra strain on officers.

Our Solution: The customizable intake program allows inmates to purchase essential items during processing, bridging the time gap until commissary reopens.

What's Included:

- A more extensive selection of snacks than in an indigent kit, helping ease the transition to incarceration
- Displayable marketing materials for your processing area, highlighting intake bag products to showcase value and encourage participation
- Reduced stress on officers by promoting a calmer and safer environment while driving additional revenue for Fort Bend County Sheriff's Office

iCare



iCARE PACKAGE PROGRAM

iCare connects inmates with family beyond visitation and is used as a privilege program to promote positive behavior and increase morale.

MAINTAIN FAMILY CONNECTION DURING INCARCERATION

Through the online iCare platform, friends and family can order gift packages for loved ones, which will be delivered as long as the inmate has maintained good conduct. The program offers a wide selection of brand-name products, including snacks, hygiene items, and stationery. Since products and packages are exclusive to iCare, they will not impact commissary sales and drive incremental revenue for Fort Bend County Sheriff's Office. Quarterly promotions and limited-time offers on new and seasonal products drive excitement and participation, while breaking up the monotony of incarceration.

How It Works:

- iCare site is easy to navigate and secure
- Customer receives email communication to confirm order status
- Utilize commissary space to pick and pack orders
- Proprietary CORE application tracks order placement through delivery, which is signed for using our signature capture device and is easily accessed
- Process has proven to reduce grievances and administrative burdens on correctional staff

GOCART

Aramark is dedicated to making an investment of \$3,000 toward a new GoCart, while also enhancing our service frequency from once to twice a week.

Inmates receive their merchandise at the time they place their order, eliminating errors and complaints. Their trust fund is automatically updated so they always know how much is left to spend and they can make purchases up to the limit without frustration. The system is paperless.

Inmates can buy items directly from the cart and receive their order on the spot. This privilege is an effective behavior management tool for your officers since GoCart can easily be canceled at any time. Additionally, Aramark features national brands and constantly runs promotions and limited-time offers to increase inmate satisfaction and drive higher sales commissions. GoCart includes items that may not be found in commissary.

GoCart supports purchases for special events like the Super Bowl or facility programming. It facilitates impulse purchasing for those who may have missed commissary. And it helps with security, because inmates who are treated as consumers feel and behave better.



Inmates who are **treated as consumers** feel and behave better.



FRESHFAVORITES™

ENCOURAGE POSITIVE BEHAVIOR

Inmate behavior affects security and your officers' work environment. FreshFavorites™ is a tool officers can use to reward good behavior, build inmate self worth, and in turn, enhance security.



Made on-site, FreshFavorites brings popular takeout-style foods such as hamburgers to your facility. Inmates pay for items through their trust fund and can also build a meal to share with visitors. This program is considered a privilege that motivates by providing a taste of favorite foods they would get at home. In addition to burgers, food choices include pizza, burritos, nachos, and cheesesteaks; healthier selections like salads and grilled chicken sandwiches; and desserts such as chocolate chip cookies. There are more than 250 items available.

Aramark provides facility-approved marketing materials to drive inmate excitement and participation—promotions highlight featured menu items and celebration specials quarterly to help drive engagement. These menus incorporate the latest research and recipes from culinary teams and chefs throughout Aramark. We review the FreshFavorites menu regularly to discontinue slow-moving items and develop new promotional strategies.



FreshFavorites supports skill building. As the key component of IN2WORK food service training, inmates participating in the IN2WORK program at your facility will learn how to prepare and serve takeout food, valuable skills and certification they can leverage to gain employment upon release in a retail food environment.

Collaboration and customization are key to the program's success. Aramark will work closely with Fort Bend County Sheriff's Office to ensure we meet your security protocols, determine an appropriate delivery schedule, and provide a menu tailored to your regional preferences. Because the program helps by encouraging positive behavior, it is a privilege given or taken away based on predetermined criteria. Fort Bend County Sheriff's Office will benefit from fewer disruptions and security-related issues.

THIS IS HOW IT WORKS:



INMATE
VIEWS MENU



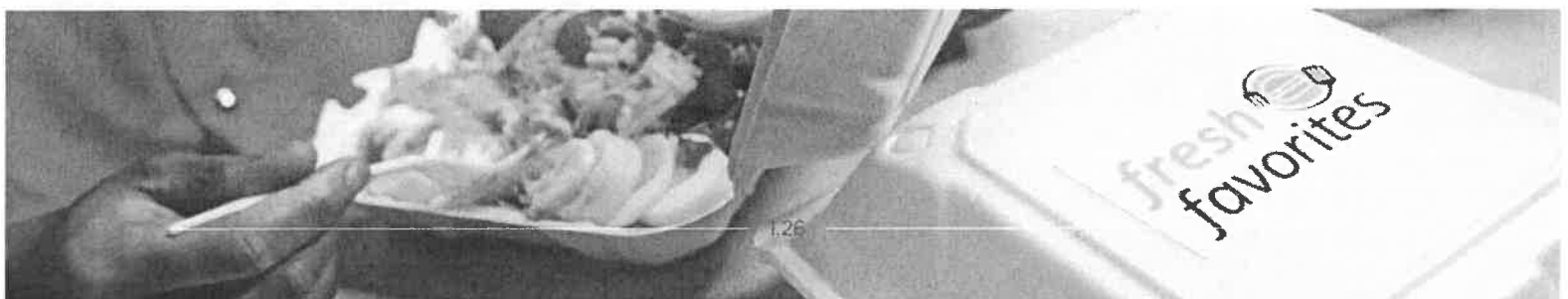
INMATE
PLACES ORDER VIA
PAPER FORM OR KIOSK



ARAMARK STAFF
RECEIVES ORDER &
PREPARES THE ITEM



FOOD IS DELIVERED
TO INMATE





SAFETY & **RISK**

OUR APPROACH PROTECTS

To ensure safety is at the forefront of operations, we will continue our SAFE program at Fort Bend County Sheriff's Office. Providing a common framework that our people use every day allows us to identify, evaluate, and manage risks.

This management system is composed of front-line-focused processes, programs, and metrics designed to improve performance in food, occupational, and environmental safety. **Aramark's SAFE program is how we control risk, drive continuous improvement, and deliver on our uncompromising commitment** to the safety of our employees, clients, consumers, shareholders, and the communities we serve.



A SAFE PROGRAM THAT SERVES YOU

Aramark's SAFE Program reflects how we live our safety promise every day to create experiences that matter.



LEADERSHIP OVERSIGHT

Leadership sets clear expectations, drives accountability, and leads by example to continue moving toward Target Zero.

EMPLOYEE INVOLVEMENT

Employees help create safe environments through regular feedback opportunities.

SAFE COMMITMENT AND POLICIES



SAFE STANDARDS

Establishing targeted, simple, and highly visual guidelines to support compliance and reduce risk delivers operational excellence to your organization.



EDUCATION AND TOOLS

Training and support resources facilitate effective implementation of our SAFE Standards.



METRICS AND MONITORING

We track our safety initiatives and evaluate performance to assess opportunities for continuous improvement.



RECOGNITION AND INCENTIVES

We cultivate a culture of appreciation for our employees, clients, and consumers. We recognize significant achievements and behaviors that contribute to our safety goals.

KEY SAFE ENGAGEMENT ACTIVITIES

Our safety targets are achieved when leaders and managers create a culture that fosters inclusion, inspires awareness, and changes behaviors through daily routines. The following SAFE Engagement Activities are the key activities that, when effectively implemented, move us closer to Target Zero.



SAFE BRIEF

Safety begins with awareness. Setting clear expectations and providing associates with the information and tools they need to stay safe is crucial to success. The SAFE Brief provides managers and associates with a single topic to review each week and generates daily reminders of our safe behaviors, practices, and procedures.

SAFE OBSERVATION

While training employees is a critical first step, training alone is never enough. The SAFE Observation checklist has been designed to help managers focus on common behaviors and conditions leading to preventable employee injuries. The SAFE Observation is highly visual and simple to use, and managers routinely observe associates, ensuring they can demonstrate a clear understanding of what employees have learned.

SAFE INVESTIGATION

Our simple, repeatable process helps managers respond quickly and appropriately to instances of injury. This process includes treating the injured employee and ensuring that they receive proper care, reporting the injury in a timely manner, conducting a thorough investigation, implementing strong corrective actions, and, if the employee has to miss work, ensuring that we do everything we can to return them to work as soon as possible.

SAFE SUPPORT VISIT

Visits improve the organization's overall safety performance by providing additional support and assessments of high-value locations identified by Aramark's safety and risk control team. These visits include working on site to help identify hazards and compliance gaps and find workable solutions. The process is an independent, periodic, and objective means to evaluating and improving our safety performance.

SAFE STANDARDS

Our SAFE Standards are our risk and safety cornerstones, establishing targeted, simple guidelines to support compliance and reduce risk.



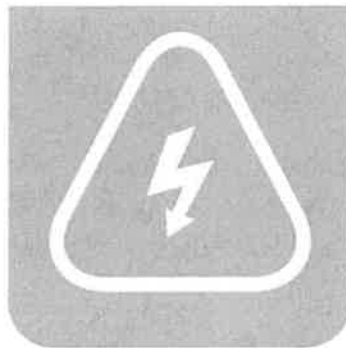
OCCUPATIONAL SAFETY

Ensuring a healthy workplace
where no one gets hurt



ENVIRONMENTAL SAFETY

Properly managing
environmental compliance



COMMISSARY SAFETY

Using equipment properly for
pick-and-pack operations

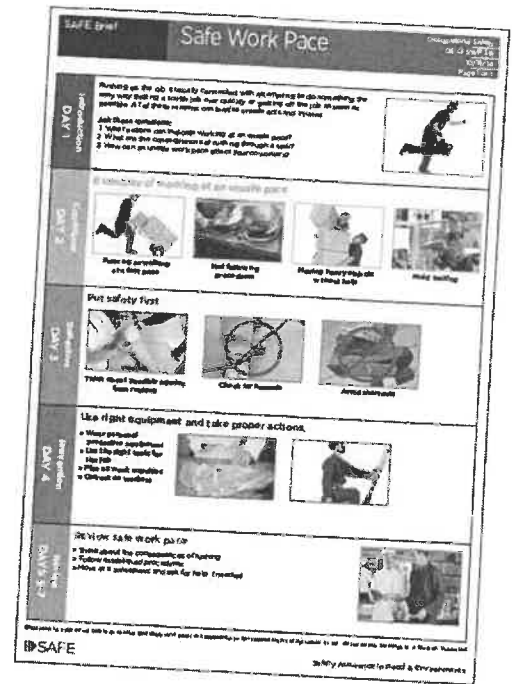


OCCUPATIONAL SAFETY

The health and safety standards and procedures we provide contain essential guidelines to help our employees work safely in any operating location and return home in the same condition in which they arrived.

STANDARDS FOCUS ON:

- Asbestos management
- First aid and bloodborne pathogens
- Hazard communications
- Confined space entry
- Control of hazardous energy (lockout/tagout)
- Electrical and arc flash safety
- Fall protection
- Hazard communication
- Hearing conservation
- Hot work procedures
- Personal protective equipment and laceration prevention
- Powered industrial vehicles and service cart operations
- Respiratory protection
- Spill response



ENVIRONMENTAL SAFETY

By focusing on several key environmental topics, we can help protect the environment, increase awareness, and maintain compliance.

STANDARDS FOCUS ON:



Air Quality

- Air Quality Management
- Refrigerant Management



Waste Management

- Universal Waste
- Hazardous Waste Management
- Medical



Chemical Handling Safety

- Community Right-to-Know
- PCB (polychlorinated biphenyls) Management
- Pesticides Management



Water Management

- Stormwater
- Wastewater (Direct and Indirect Discharge)
- Pool Water Standard Operating Procedures



Oil and Grease

- Oil Management/SPCC Rule
- Waste Oil Management
- Spill Response



Storage Tanks

- Above and Underground



COMMISSARY SAFETY

Workplace safety is crucial to commissary operations. Our employees are trained on the importance of maintaining safety within the warehouse or commissary office to prevent risks and hazards within pick-and-pack operations. We strive to continuously improve our occupational safety performance and promote sustainable practices that comply with all state and federal requirements.

STANDARDS FOCUS ON:

- Slips, trips, and falls
- Warehouse safety
- Power equipment
- Ladder safety and inspection
- Carts and transporting
- Lifting and carrying techniques
- Chemical safety
- Quality assurance
- Using a fire extinguisher

Based on recognized global occupational safety standards and best practices, our vendor safety standards ensure products coming into the warehouse or correctional facility are appropriately received and managed, operations run smoothly, and our trained staff avoid risks. Accordingly, vendors must:

- Operate under general receiving standards as outlined in our Commissary Operations Guide
- Follow warehousing guidelines and occupational safety standards as outlined under the U.S. Department of Labor and OSHA
- Complete all appropriate processes and documentation before, during, and after a product is placed into inventory

After the product arrives from vendors, it must be received, unloaded, and placed into inventory. Aramark's Commissary Operations Guide establishes the proper procedures and documentation to ensure that product is kept safe, and our team follows the appropriate safety procedures:

- Trucks are secured in the loading platform and checked for insects, pests, or contaminated items before a product is unloaded
- Aramark staff checks to make sure the products they receive are what they ordered
- Receiving paperwork is completed by Aramark and the vendor
- Commissary staff enters inventory into the system
- Ongoing training is conducted, tracked, and enforced, and SAFE Briefs are shared with our staff by the commissary manager

SAFE AND SECURE

The safety, security, and welfare of inmates and staff at Fort Bend County Sheriff's Office are critical. Standardized operations contribute to a strong security program, and with more than 45 years of corrections experience we have the best tools in hand. We realize no facility faces the same security challenges, so we customize our procedures to meet your needs. While our policies have been built on more than 45 years of corrections experience, we understand our security procedures must fit the security policies of your facility.

ARAMARK CORRECTIONAL SERVICES SECURITY POLICY

As a company that specializes in seamless integration, we understand the need for strict security policies. We will work with Fort Bend County Sheriff's Office to achieve the following security deliverables:

- **Security audits**—Provide regular security inspections and oversight to ensure that your expectations are realized.
- **Security training**—Provide scheduled training to staff and inmates on security procedures and protocols.



STANDARD POLICIES

- **Abide by your standards**—All commissary staff functions will be executed in accordance with the security policies, procedures, and guidelines of your facility.
- **Trained in your policies**—We understand each person is responsible for his or her own actions relative to security.
- **Clearances**—All staff members must obtain and maintain security clearance as a condition of employment with Aramark.
- **Security briefings**—The commissary manager arranges security briefings for new employees. The facility administrator will determine length and time of the security briefing program.
- **Documentation**—Documentation of the security briefing is placed in each employee's personnel file.
- **Signed affirmation**—Each staff member signs an affirmation regarding his or her duties relative to security and continued employment.
- **Client updates**—The commissary manager regularly reviews our security procedures and compliance with the client.
- **Utensil shadow boards**—Secured shadow boards are used for serving and preparation utensils, particularly in inmate labor scenarios.

ARAMARK SECURITY OPERATIONAL PROCEDURES

Our security program is built on a firm foundation consisting of the following elements:

KEY CONTROL

Our commissary managers have a set of internal security keys for the following areas:

- Walk-ins
- Storerooms

Main control also has a set of keys kept in a sealed envelope. When the seal is broken for an extra key, a report is filed. According to our policy, inmates never receive keys to storage areas or have access to keys. All external security keys for doors and loading docks are in possession of correctional officers only.

VANDALISM CONTROL

Even under the closest scrutiny, facility equipment may be vandalized. If this occurs, we recognize the need to substantiate any inmate acts of vandalism.

IDENTIFY recurrent equipment failures and frequent repairs caused by vandalism to include in our weekly and monthly quality assurance audits and inspections.

REMEDY the problem by bringing solutions to the facility administrator in the monthly corrective action reports. Remedies include charging inmates for damages (where the jurisdiction allows) and redesigning the system to reduce incidents.

ELIMINATION OF CONTRABAND AND POTENTIAL WEAPONS

Aramark teaches our staff that certain items have a greater value within correctional facilities than in the outside world. Our policy ensures that each manager is aware of the items considered contraband by Fort Bend County Sheriff's Office. Our corrections experience has shown that some items are controlled in all facilities:



Medication—This includes all prescription and nonprescription medicines, as well as syringes.



Potential weapons—According to our policy, any article that could be used as a weapon is considered contraband (these include knives, fingernail files, scissors, razors, hammers, chisels, forks, spoons, and pot lids).



Shadow boards—Our policy requires storage of all kitchen knives, cleavers, and sharpening stones on locked shadow boards in a highly visible location.



Cigarettes—In most facilities, cigarettes and tobacco are the most popular form of contraband.



Chemicals—Cleaning chemicals can be potential weapons.

SECURITY POLICIES ALLOW PEAK OPERATION

In cooperation with Fort Bend County Sheriff's Office's administrator, institutional security and custody procedures are adopted by your commissary manager. Our safety measures include:

- Constant supervision, management, and maintenance of the commissary storage area.
- Supervised inmate movement, behavior, and training amongst your inmate workforce, the general population, and commissary patrons
- Control of potentially hazardous items like knives, cleavers, and other tableware
- Consistent execution of security policies with collaboration between your commissary manager, and other staff to maintain a uniform approach to custody and safety

OUR STAFF SECURITY PRINCIPLES

Thanks to our extensive experience in security, we provide the best possible training to staff, teaching them how to make the right decision in a time-sensitive situation.

COMMISSARY MANAGERS

Our commissary managers, for example, understand the role of our services in a correctional institution. They operate seamlessly with Fort Bend County Sheriff's Office's staff as department heads within the organization of the facility. Our managers are not correctional officers or deputies; however, they are trained to be alert to problems that might develop within the facility.



CIVILIAN EMPLOYEES

Our civilian employees are present whenever the commissary is open and in operation. Inmates must never be left in these areas without a civilian supervisor. We also hire staff members who can handle emergencies that may arise. Because of the potential for problems, supervisors must have experience directing inmates before being assigned to direct a unit by themselves.

COMMISSARY STAFF


Our commissary staff wear distinctive facility-approved uniforms. A dress code has been established for Aramark management personnel for each facility.

MONTHLY SECURITY BRIEFINGS

Monthly security briefings are conducted for all Aramark staff by the commissary manager.




SAMPLE TOPICS INCLUDE:

- Inmate Regulations and Rights
 - Commissary service responsibilities
 - Housing assignments
 - Privilege levels including visitor rights
 - Facility transfers
 - Court procedures
 - Worker status and medical clearance
- Officer Responsibilities
 - Badges and identification
 - Securing doors, gates, cells, and lockdown procedures
 - Responding to emergencies like facility fights, escapes, and injuries
 - Daily count routine
 - Use of force on inmates
 - Bookings, processing, and arrangements
 - Making rounds and contraband shakedowns
 - Officer stations and relief




PREA

DO NOT REVIEW
WHERE OFFENDERS
CAN SEE OR HEAR

Main	<p>The Prison Rape Elimination Act (known as PREA) seeks to eliminate sexual assaults and sexual harassment of offenders in correctional institutions and community correctional settings.</p> <p>Under PREA:</p> <ul style="list-style-type: none"> Correctional facilities must institute a ZERO-TOLERANCE policy towards all forms of sexual abuse and harassment of offenders. The federal act imposes an obligation on contractors, like Aramark, to adopt and comply with the PREA standards.
Main	<p>Offenders will use acts of sexual misconduct as tactics for manipulation.</p> <p>Despite the zero- tolerance policy against sexual misconduct of any sort between staff and offenders, these situations continue to occur.</p> <p>Offenders will use flattery, charm or other methods to attract your attention. Always be aware of the consequences of PREA.</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p style="text-align: center;">According to the Bureau of Justice Statistics:</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  <p>51% of confirmed incidents of sexual victimization involved only inmates.</p> </div> <div style="text-align: center;">  <p>49% of substantiated incidents involved STAFF with inmates.</p> </div> </div> </div>
Main	<p>Be Knowledgeable!</p> <p>To remain safe and secure, all Aramark associates must:</p> <ul style="list-style-type: none"> Be acquainted with the facility's procedures for reporting PREA and comply with it. Treat ALL reported PREA incidents seriously, even PREA. Report appropriately through the chain of command! Information needed to report PREA: <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"> <p>1</p> <p>Date of alleged assault</p> </div> <div style="text-align: center;"> <p>2</p> <p>Victim's name and offender number</p> </div> <div style="text-align: center;"> <p>3</p> <p>Suspect's name and offender number</p> </div> <div style="text-align: center;"> <p>4</p> <p>Location of alleged assault</p> </div> </div>
Main	<p>Refrain from engaging in any act of sexual abuse or sexual harassment of an inmate. Sexual abuse or sexual harassment of an inmate by an Aramark associate will result in immediate termination and may lead to criminal charges.</p> <div style="margin-top: 10px;">  <p>In the NEWS:</p> <p>A prison food service worker has been sentenced to two years in federal prison for having sex with two offenders at a federal prison camp. The food service worker admitted to engaging in multiple sex acts with a female offender on more than one occasion during the summer of 2014. He also admitted having sex with another female inmate. The ex-prison food worker was sentenced to 21 months in prison for pleading guilty to sexual abuse by a U.S. District Judge. The judge also ordered 10 years of supervised release and registration as a sex offender.</p> </div>
Review	<p>Shield Training Quiz Questions:</p> <ol style="list-style-type: none"> True or False: Aramark associates do not have to familiarize themselves with the facilities PREA reporting policy? Which of the following PREA incidents should be reported: <div style="display: flex; justify-content: space-between;"> <div>a. Allegations of harassment</div> <div>b. Suspected acts of sexual abuse</div> </div> <div style="display: flex; justify-content: space-between;"> <div>c. You see an offender force themselves on another offender</div> <div>d. All of the above</div> </div> True or False: PREA protects offenders from sexual abuse or sexual harassment. What does PREA stand for? <div style="text-align: right; font-size: 4em; margin-top: 20px;">?</div>

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Shield Training Brief



LEADING WITH SAFETY TECHNOLOGY

We use two critical technological features to empower managers to meet safety requirements: the SAFE Portal and the Global Metrics Monitor (GMM).

SAFE PROGRAM PORTAL

This controlled-access touchpoint for managing risk provides managers access to environmental, occupational, and safety training materials.

GLOBAL METRICS MONITOR

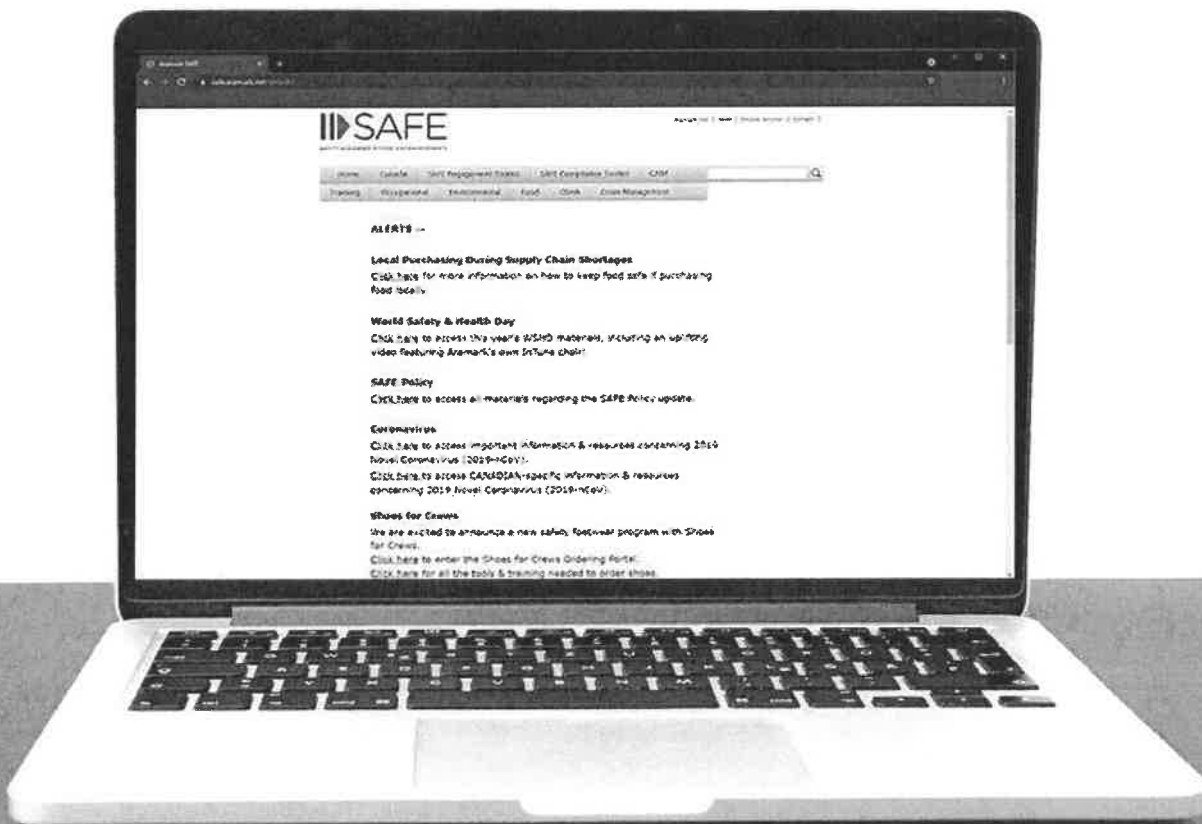
This web-based system is used to monitor and evaluate performance and to assess opportunities for continuous improvements. There is complete transparency in this system as every leader in the organization can access every account they oversee, even directly from a tablet or mobile device.

EMERGENCY PREPAREDNESS

We developed a broad-based plan to help with cohesive and integrated emergency guidelines. As with any emergency plan, the true measure of success is communication. With a solid communication framework, we can quickly bring together the resources needed for any situation.

BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

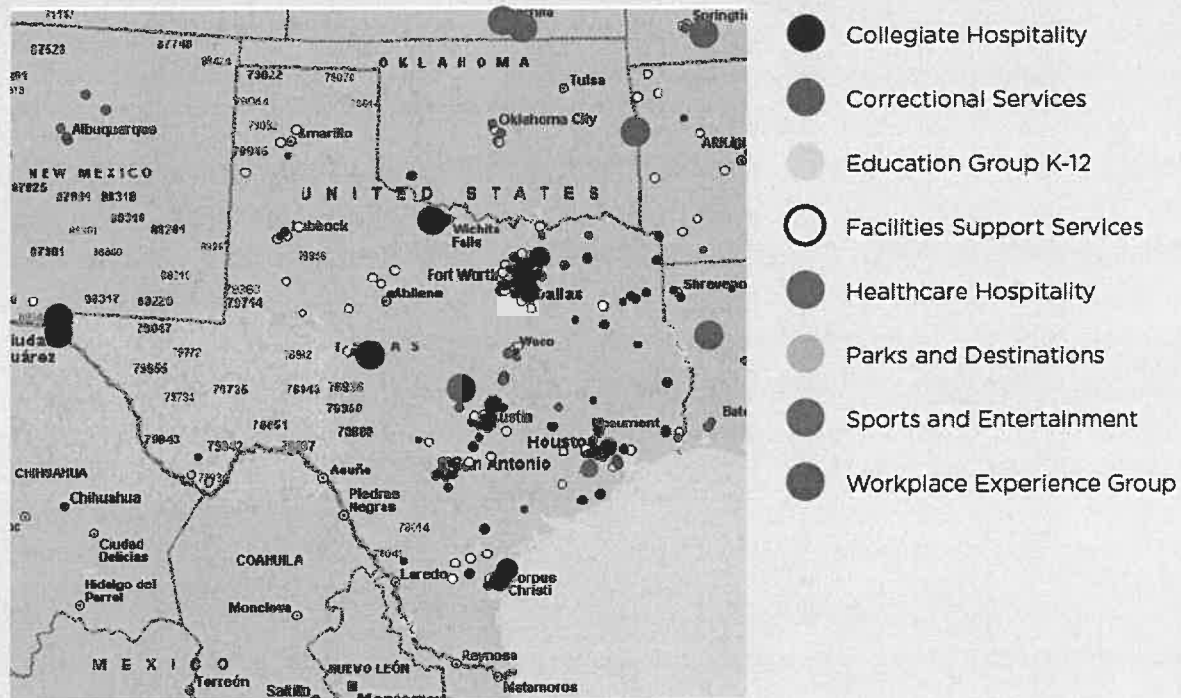
We developed a plan for providing alternate service in the event of an emergency. We firmly believe in advanced preparations; we will form a committee composed of members from Fort Bend County Sheriff's Office's security, facilities services management, and dining services staff in addition to a Quick Response Team of local resources. In the event of an emergency, our managers handle the situation and continue providing dining services.



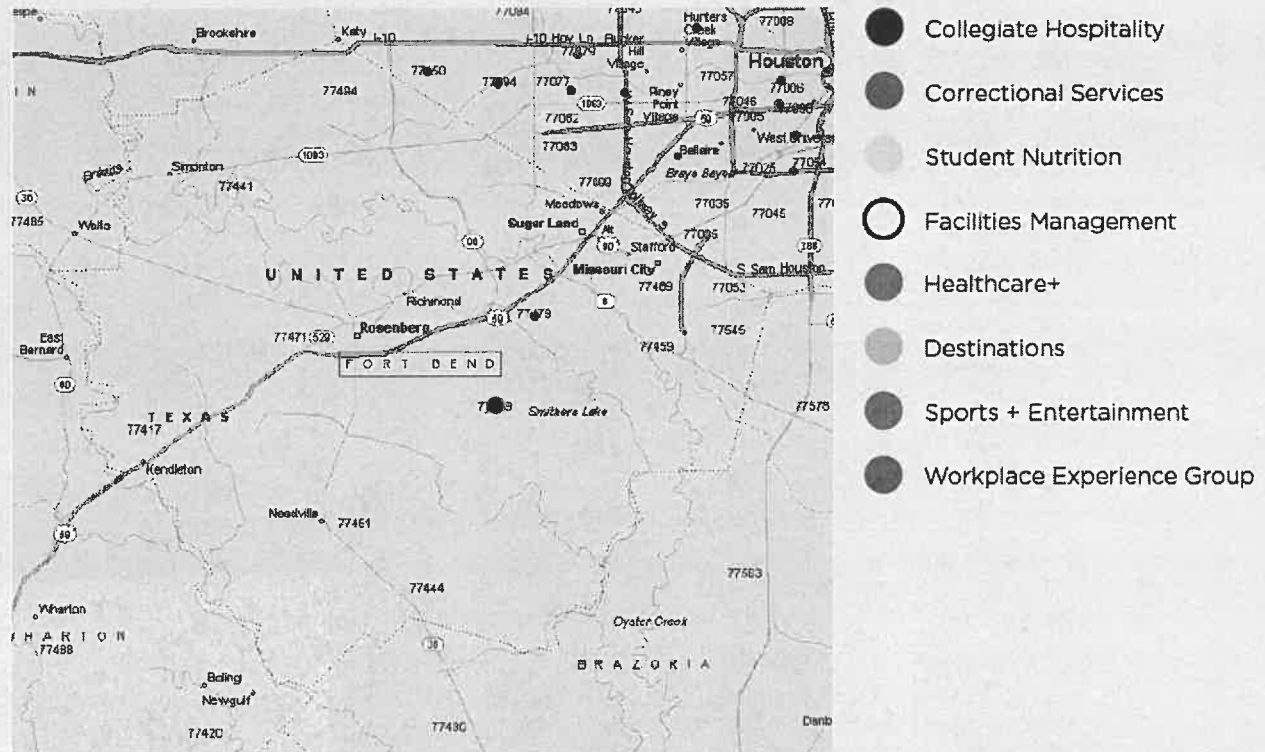
ARAMARK'S EMERGENCY/CONTINGENCY RESOURCES

CORRECTIONS CLIENTS IN TEXAS

- Burnet County
- Collin County
- El Paso County
- Fort Bend County
- Gateway Foundation Dallas
- Gateway Foundation Houston
- Harris County
- The Harris Center for Mental Health and IDD
- Harris County Juvenile er
- Kegan State Jail TDCJ
- Nueces County
- Nueces County Juvenile
- Tom Green County
- Wichita City Jail
- Williamson County
- Williamson County Juvenile



ARAMARK PRESENCE IN FORT BEND COUNTY



TECHNICAL RESPONSE

OTHER MAJOR TEXAS CLIENTS

COLLEGIATE HOSPITALITY ACCOUNTS

- Austin College
- Baylor University
- Christ for the Nations Institute
- Houston Baptist University
- Kilgore College
- Lubbock Christian University
- Paris Junior College
- Sam Houston State University
- Schreiner University
- Southern Methodist University
- Southwestern University
- St. Mary's University
- Stephen F. Austin State University
- Sul Ross State University
- Texas A&M International University
- Texas A&M Kingsville
- Texas Wesleyan University
- The University of Texas at San Antonio
- Trinity University
- Trinity Valley Community College
- Tyler Junior College
- University of Dallas
- University of Houston
- Victoria College
- West Texas A&M University

STUDENT NUTRITION ACCOUNTS

- Aubrey Independent School District
- Bastrop ISD
- Big Spring ISD
- Bishop Consolidated ISD
- Bushland ISD
- Cedar Hill ISD
- Comfort ISD
- Connally ISD
- Corpus Christi ISD
- Crowley ISD
- Denison ISD

STUDENT NUTRITION ACCOUNTS (CONT.)

- Desoto ISD
- El Campo ISD
- Fort Worth ISD
- Frenship ISD
- Friendswood ISD
- Friona ISD
- Goose Creek ISD
- Grape Creek ISD
- Highland Park ISD
- Humble ISD
- La Vega ISD
- Lago Vista ISD
- Lamesa ISD
- Lewisville ISD
- Lubbock ISD
- Luling ISD
- Mathis ISD
- McKinney ISD
- Midlothian ISD
- Midway ISD
- New Braunfels ISD
- Northwest SD
- Orange Grove ISD
- Pflugerville ISD
- Prosper ISD
- Robinson ISD
- Roscoe ISD
- Round Rock ISD
- San Diego ISD
- Sealy ISD
- Sherman ISD
- West Orange-Cove CISD

TECHNICAL RESPONSE

HEALTHCARE+ ACCOUNTS

- Baylor Healthcare System
- Christus Health System
- Duke University Health System
- MD Anderson
- Methodist Health- Dallas
- Methodist Healthcare System
- Texas Health Resources
- United Regional Health Care System
- University Medical Center

FACILITIES MANAGEMENT ACCOUNTS

- Amerada Hess
- AT&T Center
- Austin College
- Baylor University
- Benavides ISD
- Constellation Field
- Coppell Independent School
- Det Norske Veritas (Dnv)
- eBay
- Fielder Church
- Flowers
- Harris County Jail
- Houston Baptist University
- Kilgore Community College
- McKinney ISD
- Minute Maid Park
- Reliant Park
- Samsung
- Southwestern Assemblies Of God University
- Texas A&M Kingsville
- University Of The Incarnate Word
- Walnut Ridge Baptist Church

PARKS & DESTINATION ACCOUNTS

- Big Bend National Park

SPORTS + ENTERTAINMENT ACCOUNTS

- AT&T Center
- Constellation Field
- Cynthia Woods Mitchell Pavilion Freeman Coliseum
- Minute Maid Park
- Reliant Park
- Toyota Field
- Whataburger Field

WORKPLACE EXPERIENCE GROUP ACCOUNTS

- AIG
- AISIN Texas Corporation
- Applied Materials
- AT&T
- Baylor Scott White
- Boeing
- Capital One
- Citigo
- Citigroup
- Collins Aerospace
- Daymark
- Dell
- Dow Chemical
- Dr Pepper
- Flex
- Frost Bank
- Huntsman
- JPMC
- KBR Tower
- Kohl's
- L-3 Communications
- Lennox International
- Nissan Motor
- Oracle
- Porsche
- PricewaterhouseCoopers
- Salvation Army
- Texas Eastman
- Toyota
- Waste Management

COMMISSARY EMERGENCY PLAN

Having a defined contingency plan is critical to all operations, but there are always occurrences that we never think we need to plan for. Over the past few years, we have been challenged with the COVID-19 pandemic. Our teams have responded immediately and ensured operations continued without disruption.

Due to these challenging events, we have initiated a comprehensive contingency planning team. We are collaborating with the Aramark facility operations team along with Fort Bend County Sheriff's Office staff to redefine how we approach contingency planning. This process will provide a comprehensive program that goes beyond the traditional disaster protocols, which are typically around weather events.

EMERGENCY PROCEDURES

No commissary operation in a correctional facility will fulfill the needs of the facility unless it can react to emergency situations. Because Aramark's correctional services division has a variety of correctional clients across the country, we have at one time or another experienced emergency situations that have



included client employee strikes, fire hazards, blizzards, tornadoes, power failures, public transportation strikes and hurricanes.

We are confident that our experience with disasters in the past will be a benefit to the inmates, officers, and potential family members that will expect our assistance. In the event that your correctional facility is not operable, we submit the following overview of Aramark's emergency plans.

CONTINGENCY PLANS

It is the intention of Aramark to provide our regular commissary deliveries on time unless this becomes absolutely impossible. Aramark has several safeguards built into our program to ensure continuity. Our corporate staff can be contacted by phone at 800-777-7080 or 800-777-7090.

We also maintain a staff of troubleshooters who are trained to respond to any event which may arise. We have developed the following plan, with support letters from suppliers, in order to provide continued service despite major disruptions to everyday circumstances.

ARAMARK EMPLOYEES

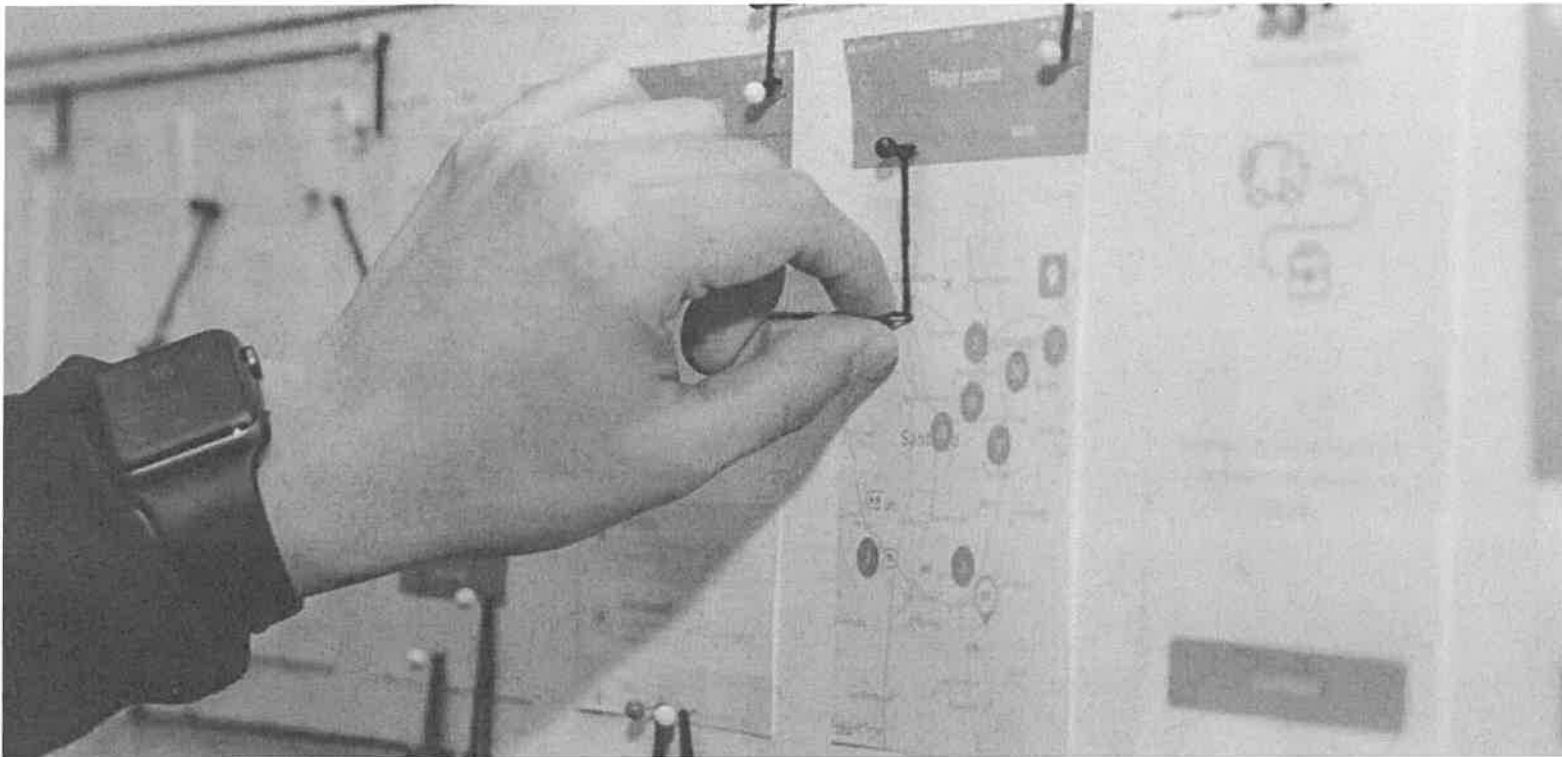
In the event of job action by Aramark employees, we would immediately fly in workers from our reserve management staff to staff operations until the situation is resolved. This includes both management and front-line staff. The nearest Aramark employees are just a few hours away. Please note, however, that Aramark Correctional Services, LLC, has never had a work stoppage of its employees. We think that speaks well to our ability to support our employees in a fair and equitable fashion.

STAFF

We will use a local Aramark employees to backup staffing in the event we are short on staff.

COUNTY EMPLOYEES

In the event of a job action by County employees, Aramark staff would be expected to cross any picket line. We would arrange with our purveyors for delivery to another location and transport any needed supplies by rental truck to the facility.



DISTURBANCES

If a disturbance in the facility or serving area requires a lockdown, our manager must respond immediately. Each Aramark correctional manager must be totally familiar with procedures:

- In all instances, our operations should be immediately secured
- All potential utensils, box cutters, etc., returned to the shadow board
- Exterior entrances, including loading docks, should be secured
- Elevators should be returned to the ground level and secured
- Unnecessary movement in operations shall cease
- The manager should assign responsibilities for lockdown procedures in advance. However, everyone without an assignment should stay where they are
- The correctional facility administration will keep the manager advised of the situation and the lifting of the lockdown

COMMISSARY MANAGER DUTIES

- Determine that all equipment is in working order
- Order any necessary office supplies
- Develop special cleaning schedules
- Rearrange all product to accommodate largest possible orders
- Prepare product and supply orders for length of time specified by the district manager
 - a. Paper
 - b. Cleaning supplies
 - c. Linen-including special items needed
 - d. Arrange for TV rental if a lockdown is likely
 - e. Arrange extra pest control treatment for just before strike
- Ensure first aid kit is well stocked

UTILITY CONTINGENCY MENU

No menu change is needed. All orders will be filled/verified out of a secondary warehouse, and any shortages will be notified/credited. Should an emergency arise, GoCart/Ice Cream Cart service may or may not be suspended.

SECURITY THAT SETS US APART

We will provide the CORE Banking application in a remote hosted environment.

- A remote DR site will be placed at a second physical location.
- The hosted solution will be set up with active and passive disaster recovery.
- Data will be continuously backed up to a secondary site automatically.

The CORE banking application and data will be housed in a secure environment, controlled by Aramark. With enhanced security protocols, our hosting provider protects the hardware, software, and network components.

- We maintain separate environments for production, testing, and training.
- CORE banking data will be encrypted in transit, at rest, and when archived for backup purposes.
- Security events and access will be logged and monitored.
- Suspicious activity will be investigated and documented.
- All environments will have security controls and access will be controlled by firewalls to prevent unauthorized access.
- Monthly scans to assess our overall environment for security threats will be completed using our hosting provider's vulnerability management application. This uses a non-intrusive internal scanner. Immediate remediation will take place if areas of concern are detected.
- Strict user access controls will be used to prevent unauthorized access to the overall hardware and software network environment. Online updates for anti-virus and anti-malware will occur regularly. We will also use an external vulnerability application to test remote direct access and concerns on a scheduled basis.
- In order to ensure a backup and disaster recovery plan is in place to minimize downtime in case of an emergency, we will meet with all IT, business, and operational groups.
- An additional backup process will be devised where database backups run at set intervals to an external backup solution at the hosting site data center. Backups will be loaded onto a tape and stored in a separate area of the data center.

YOUR PROVEN SUPPORT NETWORK

Through years of prompt reactions and resolutions, we take pride in our proven support network that is in place to analyze and address each type of call.

OUR ACTION PLAN:

- On-site personnel are the first in line to receive a support call and escalate as necessary.
- Based on the incident, a commissary support manager (CSM) may be called to address the issue.
- A 24/7 support desk is available to assist in all hardware, software, and network-related concerns.
- Remote control functionality allows the support desk to connect and address software- and network-related items.
- All PC and server hardware is purchased from Dell with a 24/7/4 support contract. A Dell technician will replace hardware components. Aramark support staff will handle all software issues (such as replacing an operating system image, application configuration, and network support).
- If necessary, an Aramark hardware/software technician will be dispatched to resolve the incident.
- CORE software is maintained and upgraded as needed for existing functionality at no additional cost.



HUMAN **RESOURCES**

TECHNICAL RESPONSE

People are our most valuable asset. Because of our unique philosophy, Aramark Correctional Services is proud to deliver an environment in which a talented, engaged, passionate, and diverse array of people want to work. Our promise to Fort Bend County Sheriff's Office is to engage our employees, make a meaningful difference in your facilities, and leave a lasting legacy. We lay the groundwork for employee success with initiatives that attract, develop, reward, and retain a diverse team that performs to its highest potential.

Aramark's talent acquisition and retention initiatives work together to drive a consistent recruitment process, building sourcing strategies for existing and future needs, and pipelining external talent that will enable us to achieve our growth goals as a business.



HIRE RIGHT

We source dedicated and talented associates



ONBOARDING

Formal training includes our corrections-specific SHIELD instruction as well as Ops 101, providing a basic understanding of key service concepts and practices.



RECOGNIZE AND RETAIN

We value our employees' hard work every day and recognize them for their dedication and achievement.





HIRE RIGHT

Our process utilizes best practices to facilitate speedy, accurate, and compliant hiring. We track, monitor, and continuously improve our hiring practices nationally and across all job levels and types.

HIRING PROCESS AND BACKGROUND CHECKS

Our team members are the hub of our operations, and the importance of health, safety, and compliance is always top of mind. Having comprehensive hiring processes ensures that all employees adhere to the standards set forth by Fort Bend County Sheriff's Office.

All candidates are required to complete comprehensive background checks, including relevant county and federal court checks, national sex offender registry checks, and verification of Social Security numbers and legal authorization to work in the United States. This thorough check covers seven years, completed by a third-party vendor, plus any period of judicial oversight. In addition, corrections-specific licensing, education, health, or background checks will also be completed and customized to each state, government agency, or positional requirement.

MAINTAINING A PROACTIVE TALENT READINESS FOCUS

Our talent readiness framework gives us the ability to stay ahead of business demands, thus enabling us to go to market with more ease than our competitors. Internally, this strategy creates a foundation focused on proactive talent development and sourcing, attracting and engaging a diverse talent pool, and driving accountability and responsibility for talent readiness at every level of the organization.

ALLIE VIRTUAL ASSISTANT

Allie is our virtual job coach that supports applicants and current employees looking to advance their careers. Each user receives a curated list of Aramark jobs based on their interests, skills, and location.



Hi! I'm Allie, your virtual job assistant at Aramark. I can assist you with your job search and answer any questions you may have about employment with us such as our business, culture, team and more.

EXTERNAL HIRES

We network with our employees and associates across the company, trade associations, diversity networks, and specialized sources of people with disabilities. Relationships with veterans' groups support military hiring. Our employee resource groups embrace workplace communities for women, Latinos, people of African descent, Indigenous employees, cross-generational workers, veterans, LGBTQ employees, and those with disabilities and their caregivers and advocates.



ONBOARDING

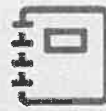
Our people are our most valuable asset. We want to ensure that they are prepared for the unique set of circumstances of working in a correctional environment. In addition to the training our employees are required to go through, the corrections division provides SHIELD training to prepare our staff to handle such matters as inmate manipulation, maintaining a safe and secure work environment, and meeting federal requirements like PREA training.

EMPLOYEE TRAINING

We implement a 30-60-90 onboarding plan that includes orientation to Aramark, corrections, and role-specific training



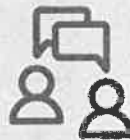
To ensure employees are prepared for their roles, we use a robust onboarding plan that utilizes face-to-face, online, and hands-on training.



Readily available resources mitigate challenges by addressing common situations and providing guidance.



Peer-to-peer mentoring provides an understanding of the nuances within your facility and each role.



Regular interactions with managers ensure role alignment and retention of information.



Weekly huddles enable the team to be aligned on operations.



The 30-60-90 plan onboards employees with an orientation to Aramark as well as the corrections industry, while clarifying role expectations.



Hands-on practical experience enables employees to operate more efficiently and effectively in their roles.



We provide regular touchpoints and resources within daily operations to aid knowledge retention.

STAFF TRAINING TAKES SERVICE TO THE NEXT LEVEL



FRONT-LINE ASSOCIATE TRAINING

Investing valuable leadership time in one-on-one training sessions emphasizes the importance of each job to your employees. Our front-line associate training establishes expectations in addition to the fundamental and hands-on skills.

WEEK ONE: New employees are required to complete four modules to learn essential concepts and meet with their managers to put education into practice by physically going through each task.

WEEK TWO AND BEYOND: Employees will participate in weekly SHIELD and Safe briefs and other huddle exercises. This participation reinforces the concepts learned in onboarding and ensure a safe and secure environment for Fort Bend County Sheriff's Office.

TECHNICAL SKILLS TRAINING

Efficient and high-quality service is essential at Fort Bend County Sheriff's Office. To provide you with the best operations, we engage managers, supervisors, clinical dietitians, chefs, and front-line service associates in technical skills training on a predetermined schedule. These programs are conducted across each of our services using multiple delivery vehicles:



**ONE-ON-ONE
TRAINING**



**TEAM TRAINING
MEETINGS**



VIDEO TRAINING



**INTERACTIVE SKILL
TRAINING**



SHIELD TRAINING

Inmate manipulation is a constant threat in the corrections industry that compromises employee safety without proper training. Our solution to this hazard is SHIELD training—designed to arm employees with the knowledge and skills to understand risks, manage inmates, and recognize when manipulation occurs.

SHIELD Training 101

- Focuses on inmate manipulation, a safe and secure workplace, and managing inmates.
- Must be completed before working with inmates
- Employees are re-certified annually
- Includes three learning modules and is tracked through Aramark's Learning Management System to ensure 100% compliance
- SHIELD briefs are discussed at weekly huddles to reinforce each of the key topics



Managers will maintain the highest level of service by creating a customized training plan depending on an inmate's individualized scheduled tenure in the kitchen.





FOSTERING EXPERTISE WITH THE FRONT-LINE FUNDAMENTALS PROGRAM

In addition to this training, employees are required to go through our Front-Line Fundamentals program. The program includes a series of short courses they can complete during work hours that cover such topics as operations, and delivering for our clients. By establishing an onboarding program and tracking its completion for each employee, we're better able to serve our clients. Our employees are prepared to execute their tasks, grow in their responsibilities, and continually work to enhance the service we provide.

**We want employees to know
that we're excited they have
come to work with Aramark
and that their decision
to join us is a good one.**

COMMITTED TO DIVERSITY

Educational opportunities provide insight into the many definitions of diversity and how to be respectful and share Aramark's values with fellow employees, customers, and partners. Specific training on customer interactions is available in partnership with our employee relations team.

ARAMARK'S SAFE COMMITMENT

As an organization dedicated to excellence, we are committed to responsibly operating our business. We educate our employees to ensure that we are keeping them safe every day. Daily safety huddles are conducted with employees to provide basic workplace reminders and ensure everyone knows the nearest exits, fire extinguishers, and routine safety equipment. Strict protocol for personal protective equipment (PPE) is in place to provide the safest environment possible. All employees are asked to sign our safety pledge to ensure that we are committed to following our safety protocols each and every day.

TECHNICAL RESPONSE

REWARD

We regularly take the opportunity to reward and recognize staff, which provides employees with an experience that has lasting impact and value.

	DESCRIPTION	REWARDS
NOTICE EFFORTS	 THANK YOU Everyday appreciation for a job well done	Printed thank-you cards, e-cards, or e-buttons
	 SPOT AWARDS Recognition for work above and beyond daily tasks	Employee's choice of gift from online catalog
	 ANNUAL EMPLOYEE APPRECIATION DAY Celebrates employees' loyalty and thanks them for their contributions	Individual workplace celebrations
REWARDS	 ACHIEVEMENT AWARDS Recognizes significant achievement in safety, customer service, community, innovation, wellness, etc.	Employee's choice of gift from online catalog in Bronze, Silver, or Gold categories
MILESTONES	 MILESTONE AWARDS Celebrates career milestones (service awards) in five-year increments and personal milestones (birthdays, anniversaries, graduations, onboarding, etc.)	Employee's choice of gift from online catalog

EMPLOYEE APPRECIATION DAY

Every year, Aramark sets aside a day to celebrate and appreciate all our employees across the globe. We provide a day full of activities and fun where we thank our 274,000 service stars around the globe for their hard work and dedication. We applaud our people for demonstrating integrity and respect in every interaction with our clients, consumers, communities, and each other.

COMPENSATION

A fair compensation program provides many benefits. It offers earnings potential that is competitive with wage rates in your target market, responds aggressively to economic conditions, and rewards employees while recognizing the value of their continued contribution. Salary increases within the established ranges are a means of bringing an employee's salary to a level commensurate with the value of their past and current contribution. Each employee is paid based on individual performance and contribution to the achievement of company goals without regard to age, gender, sexual orientation, national origin, physical handicap, race, or religion.

THERE ARE THREE TYPES OF SALARY INCREASES:

MERIT INCREASES

Relates directly to an employee's performance and overall contribution to the company, as well as to the employee's relative position within the assigned salary range

PROMOTIONAL INCREASES

An increase in an employee's salary that accrues because of a move to a higher grade level

ADJUSTMENT INCREASES

Change-based increase for reasons other than merit or promotion, made for internal and external equity

BENEFITS FOR HOURLY AND SALARIED EMPLOYEES

We offer competitive benefits for both salaried and hourly employees, including ample time off, retirement plans, health insurance options, disability coverage, and additional perks like incentive programs and corporate discounts.

Please refer to our Benefits Highlight Brochure in the Appendix.



High-quality talent is an invaluable resource to Fort Bend County Sheriff's Office, and retaining and growing talent relies on our integrated talent-management model.

We accomplish this through:

PERFORMANCE MANAGEMENT



Performance management is an ongoing process of communication between a manager and an employee that occurs throughout the year, in support of accomplishing the strategic imperatives of the organization. In discussion with a manager, each individual aligns their goals with the business needs of the organization. Performance management includes three stages: goal planning, midyear check-in, and performance appraisal.



DEVELOPMENT PLANNING

Development planning is a unique opportunity for each employee to drive their career at Aramark. Employees collaborate with their managers to build a development plan focused on their career goals and using the leadership competencies as a guide. Development planning includes the creation of a development plan as well as a formal check-in.



TALENT PLANNING

Talent planning is how we assess our current talent for new opportunities and identify high-performing individuals to develop for future opportunities. Talent planning includes a manager's assessment to aid in succession planning and people-planning meetings to review our talent across the organization.



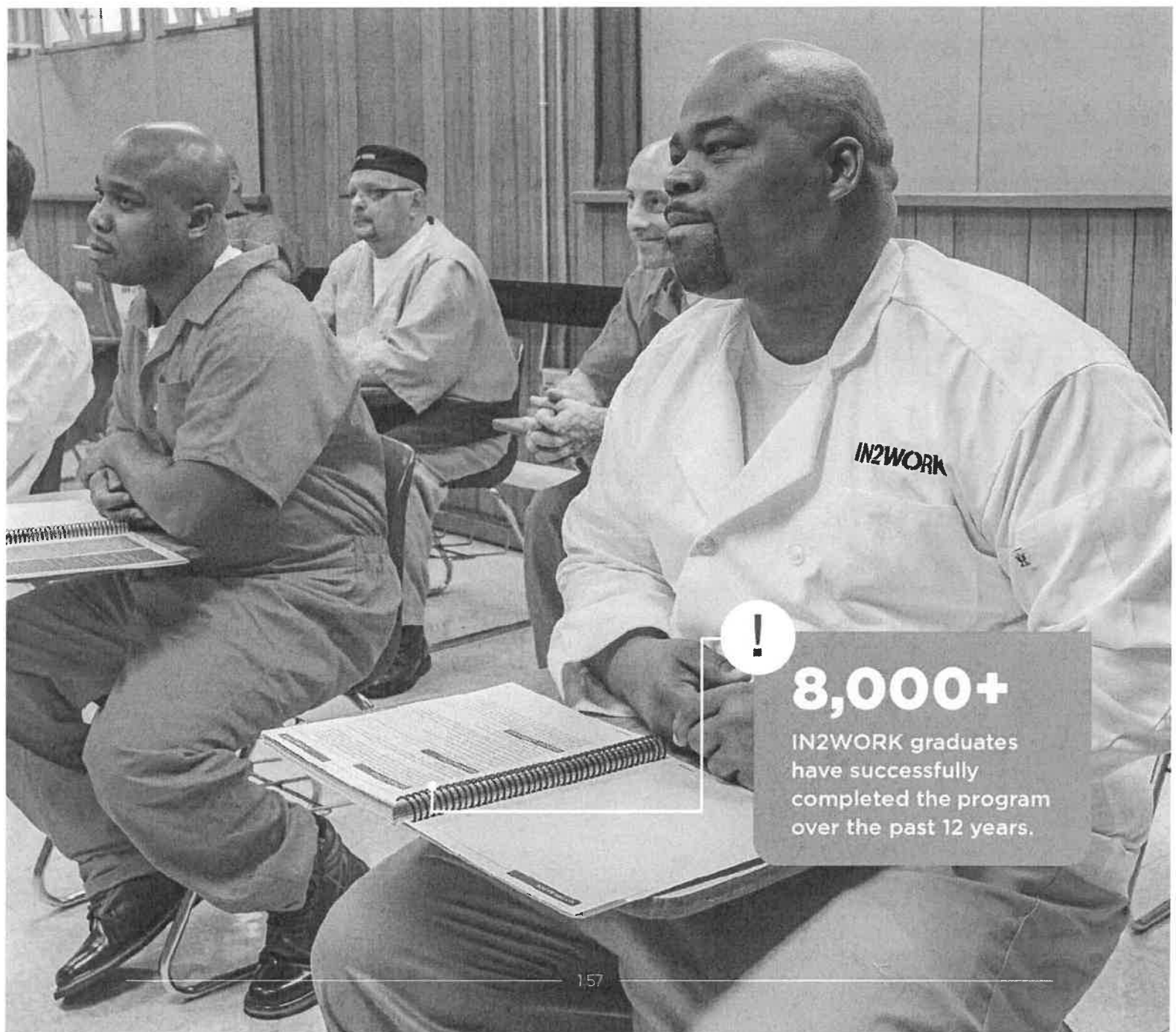
IN2WORK

VOCATIONAL TRAINING

VOCATIONAL **TRAINING**

We know recidivism is an issue that continues to plague the criminal justice system. Unfortunately, many former inmates end up back in prison because they don't have the necessary skills to get a job once released, causing them to return to criminal behavior.

Education and job skills training is proven to help former incarcerated individuals reintegrate into society after they are released. Unfortunately, many former inmates end up reincarcerated because they don't have the necessary skills to get a job upon release, causing them to return to criminal behavior. We offer training and education to help incarcerated people build the skills and certifications they need to succeed and as a second chance employer help establish a path to employment.



THE IN2WORK IMPACT



214 IN2WORK
PROGRAMS
currently giving students
OPPORTUNITIES

1,000+

AVERAGE MONTHLY ENROLLMENT IN
IN2WORK FOOD &
RETAIL PROGRAMS

WE ARE TARGETING



400+
NEW IN2WORK PROGRAMS
BY THE END OF 2023



ON AVERAGE IN2WORK INSTRUCTORS SPEND
48,000+

HOURS EDUCATING & COACHING
OUR STUDENTS EACH YEAR



27 STATES
HAVE AN IN2WORK PROGRAM OPERATING TODAY

217 IN2WORK INTERNS

42 IN2WORK GRADUATES

hired at Aramark
in the last year

8,262

TOTAL GRADUATES
1,509 IN 2022



100%
OF GRADUATES
WHO APPLIED TO PURSUE A
POSTSECONDARY EDUCATION,
BOTH PRE- AND POST-RELEASE,
RECEIVED A SCHOLARSHIP

\$53,000

SCHOLARSHIPS
—AWARDED—

IN2WORK

Recidivism continues to be a major challenge for correctional professionals today. With more than 8,000 graduates, IN2WORK is our vocational training program that delivers training, valuable skills, certification, internships, and scholarships to graduates, helping individuals successfully transition into their communities.

VALUABLE RESOURCES

We have a genuine interest in helping former inmates transition back into society with our IN2WORK program proven to help reduce recidivism. Participants receive an education in food and retail services through the following resources:

- A comprehensive curriculum encompassing classroom and hands-on training
- Instruction led by Aramark food service and retail associates using comprehensive guides
- Workbooks ensure adherence to the current industry standards.
- Customizable support and structure

FUTURE FOCUSED

Students learn accountability, responsibility, and how to work as a team in a workplace setting. These positive skills and community-building program leads to increased public safety and decreased future victimization.

In addition, Aramark offers internship, scholarship, and employment opportunities to your inmate population after graduating the IN2WORK program. Our educational programs can lead to future employment success outside of Fort Bend County Sheriff's Office. Morale is also elevated through education as students are given a purpose and goals to work toward while incarcerated.



Upon completion of the program, **students receive certifications from the National Restaurant Association**, which will set them ahead when looking for employment.



IN2WORK RETAIL CERTIFICATION

RETAIL BASICS

PHASE 1:

Instruction on basic conceptual and practice aspects of retailing

RETAIL MANAGEMENT

PHASE 2:

Develop skills in operations retailing, building brand loyalty, inventory, marketing, and leadership

NRF FOUNDATION RISE UP

PHASE 3:

Warehouse, inventory, and logistics certification from the Nation Retail Federation

Aramark is partnered with the National Retail Federation to offer RISE UP certification for graduates of the IN2WORK retail program. RISE UP is a training and credentialing program that provides foundational skills to help people earn employment and get promoted in the retail and warehousing industry. The RISE UP curriculum and exams are industry-recognized and have helped more than 400,000 people earn credentials.

IN2WORK students will earn a warehouse, inventory, and logistics certification that will prepare them for a career in supply chain, fulfillment centers, and retail warehousing.



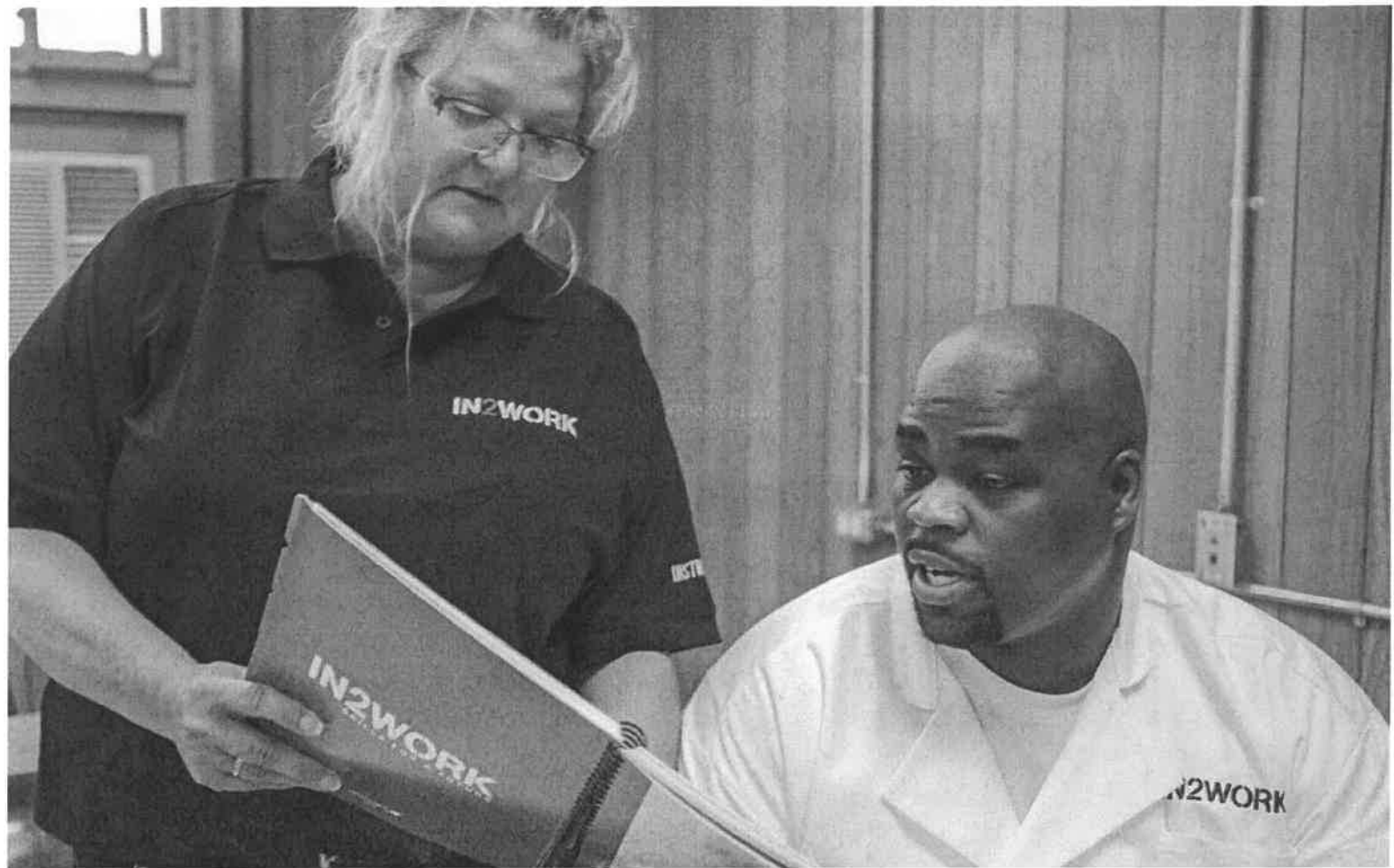
**NRF FOUNDATION
RISE UP**

**WAREHOUSE,
INVENTORY & LOGISTICS
SPECIALIST**

ESCM

**Warehouse, Inventory,
and Logistics**

Understand supply chain and how distribution and fulfillment centers operate while identifying performance metrics and safety measures and exploring a career in retail warehousing.



JOB SKILLS TRAINING

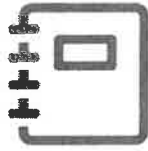
Job skills training is important for the re-integration of IN2WORK graduates back into their communities. This type of training is planned, organized, and conducted in the Aramark operation, where students work daily alongside Aramark warehouse professionals.

ICARE

IN2WORK commissary also integrates with our iCare and Fresh Favorites programs, providing opportunities for students to:



- Acquire real-life stocking, fulfillment and warehousing skills.
- Learn how to use warehouse equipment properly,
- Develop team, customer service, and fulfillment skills.
- IN2WORK can be integrated within the kitchen.
- Acquire real-life restaurant management skills.
- Learn how to work with a team towards accomplishing a goal.



IN2WORK **INTERNSHIP,** **SCHOLARSHIP,** & **EMPLOYMENT** PROGRAMS

IN2WORK INTERNSHIP

Experiencing employment is a valuable opportunity to build confidence as IN2WORK graduates focus on their futures within society. Our internship program enables eligible, high-performing IN2WORK graduates to apply for internships within your facility while incarcerated.

SPECIFICATIONS

- Once you approve prospective interns, they are hired on as hourly associates
- Compensated with livable wages that comply with local, state, and federal wage laws (we reimburse you for the total wages earned by interns in our program)
- Approved interns must complete a 30-day provisional period and agree to a previously determined minimum length of assignment
- Internships typically run for one year

By supporting the commissary manager in daily operations, interns receive compensation and experience to complement program certifications.

MENTORING THE NEXT GENERATION

In addition to operation responsibilities, interns also mentor IN2WORK students, sharing expertise while promoting teamwork and self-worth. Mentoring inspires improvement and personal growth, better preparing all involved for release. As part of their preparation and under the guidance of their instructor, interns create a resume and cover letter with their IN2WORK credentials, detailing their experience and employable skills they have developed through the internship. This is also the time when interns can write their essay to apply for a scholarship if they plan to continue their education after release.

SETTING UP SUCCESS

Under instructor guidance, interns prepare for employable futures with the following tools:

- Create resumes and cover letters, detailing IN2WORK experience and learned skills
- Craft essays and apply for scholarships if planning to continue education post-release

Upon release, interns receive release packets, which include information on how to contact the IN2WORK team for reentry support. Interns also have access to the Allie virtual job coach, allowing them to jump start their careers by applying for Aramark jobs.



IN2WORK SCHOLARSHIP

Aramark's IN2WORK program offers scholarship opportunities to graduates of the program pre- and post-release. IN2WORK graduates can apply for a scholarship to continue their education and jump-start their career. Applicants must have graduated from high school or received their GED and a certificate from one of our IN2WORK programs. Our partner, Scholarship America, evaluates and awards the scholarships, which are applicable to full-time or part-time undergraduate studies as well as trade schools.



SKILLED
TRADE



COMMUNITY
COLLEGE



TRADE
SCHOOL



UNIVERSITY

ELIGIBILITY FOR IN2WORK SCHOLARSHIP

Applicants must meet all of the following criteria:

- Be a high school graduate or GED recipient
- Be a successful graduate of Aramark's IN2WORK program
- Plan to enroll in full- or part-time undergraduate study at an accredited two- or four-year college, university, or vocational-technical school for the next academic year

Selection Criteria for IN2WORK Scholarship

- Work experience
- Statement of career/educational goals and objectives
- Essay on personal advancement while incarcerated
- Applicant appraisal

Supporting Documents

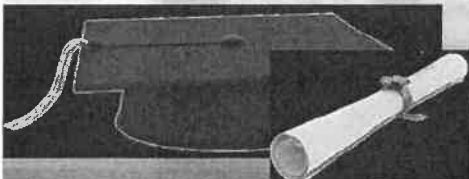
- High school diploma or GED certificate
- A graduation certificate from an IN2WORK program
- ServSafe or Retail Success certificate

APPLY FOR AN **IN2WORK** SCHOLARSHIP


Scholarships are applicable to full or part-time undergraduate study at an accredited two or four year college, university or vocational-technical school

TO FURTHER YOUR **EDUCATION AND** JOB SKILLS TRAINING

HOW TO APPLY



- 01 GO TO**
www.scholarsapply.org/IN2WORK
- 02 CREATE**
an application account and complete your student profile
- 03 COMPLETE**
all required fields in the proper format
- 04 ENSURE**
you have all required documents
- 05 CAREFULLY**
review & submit your application by the deadline provided



IN2(THE)FUTURE SCHOLARSHIP

BREAK THE CYCLE

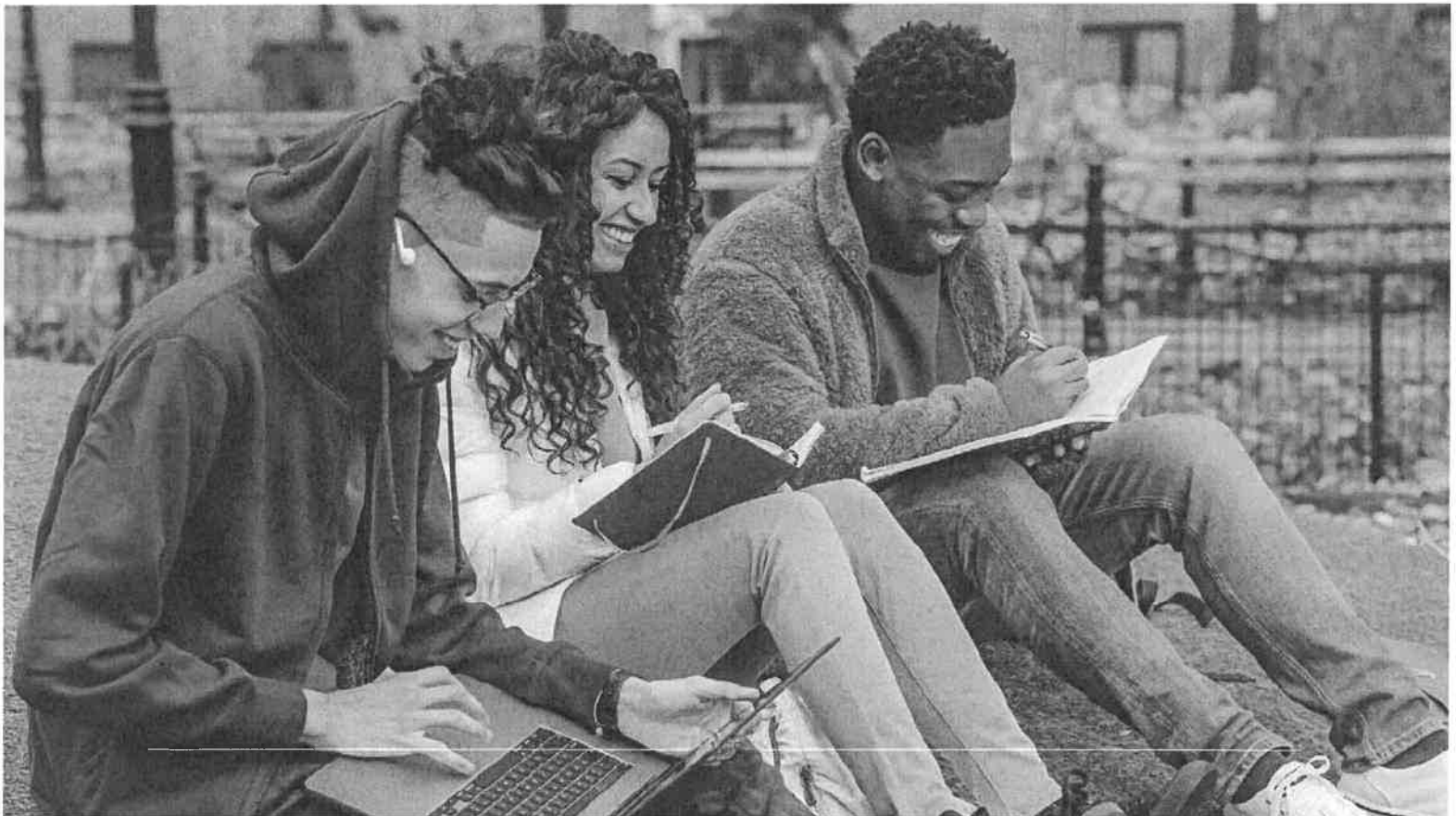
Every student deserves a fair chance at continuing their education, regardless of their circumstances. A child should never have to give up on their dreams because they do not think it is possible—Aramark can help make it possible.

The IN2(the)FUTURE Scholarships encourages children with a parent or guardian that the justice system has impacted to pursue or continue college or trade school education. The scholarship is available for dependents of Aramark's IN2WORK program graduates. The award is \$2,500, and candidates are encouraged to reapply yearly for up to four years of undergraduate education. Our partner, Scholarship America, evaluates and awards the scholarships applicable to full-time or part-time undergraduate studies and trade schools.

ELIGIBILITY CRITERIA

- Be a dependent, age 25 and under, of an incarcerated or formally incarcerated parent that has graduated from the IN2WORK program
- Be a high school senior or graduate or a current college undergraduate
- Plan to enroll in full-time undergraduate study at an accredited two- or four-year college, university, or vocational-technical school for the entire upcoming academic year
- Have a minimum grade point average of 2.0 on a 4.0-grade scale or equivalent

! By expanding our partnership with Scholarship America and adding the IN2(the) FUTURE Scholarship, we increased our reach into communities affected by incarceration and truly help break the cycle.



IN2WORK EMPLOYMENT

SECOND-CHANCE HIRING IS THE RIGHT THING TO DO.

Employment is so much more than just a job. It establishes a feeling of pride, self-worth, and vision for a future that eliminates the need or desire to return to criminal habits. Aramark is committed to being a second chance employer and provides opportunities across our businesses. Our employment plan demonstrates a tangible commitment to improving lives for IN2WORK graduates, returning citizens, and their communities by filling the mutual necessity for jobs within Aramark.

Our employment commitment ensures opportunities and a positive impact for IN2WORK graduates to succeed on their post-incarceration journey. Though the individual has left the criminal justice system, they have the support of the Aramark network behind them to drive their focus to available positions within our organization and assist with the application process.

Our plan invests in the individual through technology that enables IN2WORK students to take this final step in their journey.

ALLIE VIRTUAL EMPLOYMENT TOOL

Allie is our virtual job coach that allows IN2WORK graduates to access and apply for a curated list of Aramark jobs based on their interest and location once they are released.

THIS IS HOW IT WORKS:

**GRADUATES
RECEIVE A
FLIER WITH THE
INFORMATION
ON TEXTCODE**



**CANDIDATE TEXTS
"IN2WORK" TO THE
CODE ON THE FLIER
TO CONNECT WITH
THE ALLIE VIRTUAL
ASSISTANT & DETERMINE
DESIRED JOB/LOCATION**

**ALLIE PROVIDES A
LINK TO A LIST OF
ARAMARK JOBS
BASED ON THEIR
LOCATION AND JOB
TYPE**



**CANDIDATE
APPLIES TO
SELECTED JOB
THROUGH ALLIE'S
CHAT TO APPLY
FEATURE**





FINANCIAL PROPOSAL

Tab 2 Financial Proposal (weight factor = 20%)

- Provide detailed financial proposal for full performance in meeting the requirements of the RFP.*
- Provide detailed pricing for years 1 through 5. Increases or decreases in the jail population are to be considered.*

FINANCIAL PROPOSAL

*- Provide detailed financial proposal for full performance in meeting the requirements of the RFP.
-Provide detailed pricing for years 1 through 5. Increases or decreases in the jail population are to be considered.*

Commission Percentage: Aramark is delighted to propose a commission percentage of 46% for the County. We will also guarantee a minimum of \$900,000 annual commission. We are committed to ensuring that Fort Bend receives the higher dollar amount between the commission percentage and guarantee.

Labor Responsibilities: As part of our comprehensive commissary operation, Aramark will continue to assume all labor responsibilities, excluding inmate labor. Our dedicated team will consist of one commissary manager, one commissary supervisor, and four hourly staff members, who will be responsible for efficiently managing and executing all operational tasks.

IT and Kiosk Upgrades: Aramark recognizes the importance of modern and efficient technology in the commissary operation. To enhance the system, we are prepared to invest \$155,000 in IT and kiosk upgrades. These upgrades will be carefully planned and implemented in close collaboration with the County, ensuring seamless integration and optimal functionality. All kiosk's will have bilingual and barcode scanning technology.

Brand-new GoCart: As part of our commitment to providing a top-notch commissary experience, Aramark will invest \$3,000 in acquiring a brand-new GoCart. This innovative solution will contribute to the efficiency and effectiveness of the commissary operations, benefiting both the facility and its inmates.

By offering a competitive commission percentage, a minimum guarantee, continuing all labor responsibilities, investing in IT and kiosk upgrades, and providing a brand new GoCart, Aramark aims to demonstrate our dedication to delivering a superior commissary service that meets the County's needs and exceeds expectations.

FINANCIAL PROPOSAL

COMMISSARY PRICE AND PRODUCT LIST

Please note that the pricing listed on the sheet is subject to potential adjustments based on CPI (Consumer Price Index) or market basket changes. However, it is important to highlight that the commission payout percentage will remain fixed throughout the duration of the contract, unless mutually agreed upon otherwise through negotiation.

BEVERAGE		
3344	20 OZ SODA - PEACH	\$1.99
3345	20 OZ SODA - PINEAPPLE	\$1.99
3023	DR. PEPPER 20 OZ	\$2.39
3130	GATORADE FRUIT PUNCH 20 OZ	\$2.59
3137	OTG LEMONADE CRYSTAL LIGHT	\$0.99
3025	PEPSI 20 OZ	\$2.39
3168	BOTTLED WATER - OZARKA 20 OZ	\$1.69
0156	BACK COUNTRY INSTANT COFFEE	\$4.49
3081	FOOD EXPRESS NON-DAIRY CREAMER	\$4.99
3207	FE COLOMBIAN BLEND COFFEE	\$6.49
3221	SWISS MISS HOT COCOA MIX	\$0.79
CANDY		
9038	HERSHEY PLAIN	\$1.89
9007	M&M'S PEANUT	\$1.89
9008	M&M'S PLAIN	\$1.89
9150	REESES PB CUPS	\$1.89
9012	SKITTLES	\$1.89
9013	SNICKERS	\$1.89
9015	TWIX BAR	\$1.89
9128	CHICK-O-STICK	\$0.49
9014	STARLITE MINTS	\$2.49
9002	GG ATOMIC FIREBALLS	\$2.29
9304	GG CHERRY SOURS	\$1.99
9305	GG CINNAMON DISCS	\$1.99
0105	GG JELLY BEANS	\$1.99
0163	GG GUMMI BEARS	\$1.99
0162	GG RAINBOW MIX HARD CANDY	\$1.99
9806	GG ROOT BEER BARRELS	\$1.99
9003	BUTTERFINGER	\$1.89
9016	BABY RUTH	\$1.89
SALTY SNACKS		
6002	CHEETOS FLAMING HOT	\$1.69
6009	DORITOS NACHO	\$1.69
6010	Fritos HONEY BBQ TWISTS	\$1.69
6008	DORITOS COOL RANCH	\$1.69
6015	HOT PORK RINDS	\$1.69
6020	Fritos REGULAR	\$1.69
6021	CHEETOS JALAPENO CHEDDAR	\$1.69
6026	LAYS REGULAR	\$1.69
6031	Fritos CHILI CHEESE	\$1.69
6090	HOT FRIES	\$1.69
6353	RUFFLES S/C CHEDDAR	\$1.69
6024	LAYS KETTLE JALAPENO	\$1.69
BAKERY		
5093	APPLE DANISH	\$2.39
5009	BANANA MOON PIE	\$1.79
5025	BIG TEXAS CINN ROLL	\$2.39
5259	GLAZED HONEY BUN FRESHLEY'S	\$2.39
5024	GMAS CHOC CHIP COOKIES	\$1.28
5047	GMAS OATMEAL COOKIES	\$1.28
5044	GMAS PEANUT BUTTER COOKIES	\$1.28
5035	NATURE VALLEY GRANOLA OAT&HNY	\$1.59
5073	VANILLA MOON PIE	\$1.79
5002	LIL DUTCH MAID DUPLEX COOKIES	\$2.19
5370	LIL DUTCH MAID VANILLA COOKIES	\$2.19
5406	TOAST'EM POP-UPS STRWBRY 6PK	\$4.49

GENERAL MERCHANDISE	
7301	EYE MASK
7017	LARGE BOWL W/ LID
7009	FLEX PEN
7312	HANDKERCHIEF WHITE
7123	BLANK GREETING CARD
7051	FRIENDSHIP GREETING CARD
7049	BIRTHDAY CARD
7057	MISS YOU CARD
7054	LOVE GREETING CARD
7052	THANK YOU CARD
1151	EMERY BOARD
7010	PLAYING CARDS
7039	READING GLASSES 1.5X
7040	READING GLASSES 2.0X
7077	READING GLASSES 1.25X
7078	READING GLASSES 1.75X
7076	READING GLASSES 1.0X
7042	READING GLASSES 3.0
7041	READING GLASSES 2.50
7016	TUMBLER W/LID CLEAR
7012	8.5 X 11 SCRATCH PAD
7127	SKETCH PAD 8.5 X 11
7252	HEADPHONES PAIR

FOOD	
4000	DOUBLE BARREL BEEF STICKS
4088	8D GHOST PEPPER ALMONDS
3942	CLIF CHOCOLATE MINT
3854	BACK COUNTRY CHILI NO BEANS 11.25OZ
3855	BACK COUNTRY CHILI W/ BEANS
4004	TITOS HOT DILL PICKLE
4007	JALAPENO CHSE SQUEEZER
4008	GRAPE JELLY SQUEEZER
5542	PNUT BUTTER SQUEEZER
4014	TOP RAMEN CHICKEN
4015	TOP RAMEN CHILI
4016	TOP RAMEN PICANTE BEEF
103	BACK CONTRY SPICY CHEESY RICE
4383	HOME BRAND BBQ SAUCE ORIGINAL
4032	CHICKEN OF THE SEA SARDINES IN OIL
0189	COMAL PORK SKINS W/GREEN SAUCE 8OZ
0140	WEAVER POPCORN EXTRA BUTTER 2.25OZ
0149	EASTVIEW FARMS HABANERO CHEDDAR CUP
0112	EASTVIEW FARMS JALAPENO SQZ CHZ POUCH
0135	FISHERMAN PARADISE TUNA IN WATER
0130	FISHERMAN PARADISE MACKEREL FILET IN BRINE
0101	FOOD EXPRESS PRECOOKED RICE POUCH
0172	F.E. CRUNCH PEANUT BUTTER 18OZ
4097	F.E. CREAMY PEANUT BUTTER 18OZ
0109	HEREFORD RIP'N'READY BEEF CRUMBLES 6OZ
0119	LEGENDARY BEEF SALAMI 5 OZ
4372	LEGENDARY SPICY JALAPENO BEEF SAUSAGE
4019	LIL DUTCH MAID SALTINE SLEEVE
4164	TITOS JALAPENO SLICES
4010	MALT-O-MEAL REGULAR INSTANT OATMEAL PKT
4200	EMPORIA SALT & PEPPER SHAKERS
4158	PANOLA CAJUN HOT SAUCE
0185	SAN MIGUEL REFRIED BEANS W/JALAPENO
0128	SAN MIGUEL SPICYCHEESY REFRIED BEANS&RICE
0153	SAYULITA 8 FLOUR TORTILLA 10CT
4167	SPICE SUPREME SEASONED SALT
4258	TEXAS TITO'S SLICED JALAPENOS
4004	TEXAS TITO'S SPICY PICKLE
5469	LIL DUTCH MAID VANILLA WAFERS
4383	BBQ SAUCE 18 OZ

FINANCIAL PROPOSAL

POSTAGE		
2005	STAMP SINGLE	\$0.63
7019	STAMPED ENVELOPE	\$0.80
INDIGENT		
7505	IND KIT - HYGIENE	\$1.05
7504	IND KIT - WRITING	\$1.72
NOTE: Indigent kits not charged immediately		
HEALTH & BEAUTY		
1040	PALM BRUSH	\$2.09
1018	IBUPROFEN 2PK	\$0.59
1152	NON-ASPIRIN 2PK	\$0.59
1144	AIM TOOTHPASTE GEL TARTAR CONTROL 5.5Z	\$4.19
1062	LUSTI POMADE	\$3.39
1084	BALSAM SHAMPOO	\$2.76
1085	BALSAM CONDITIONER	\$2.76
1112	LUSTI HAIR FOOD	\$3.39
1126	COLGATE CAVITY PROTECTION TPASTE	\$3.49
1121	VOS SHAMPOO	\$3.99
1122	VOS CONDITION	\$3.99
1267	VOS 2-IN-1 SHAMPOO+CONDITIONER	\$3.99
1124	IRISH SPRING	\$1.44
1060	DIAL GOLD SOAP BAR SINGLE	\$2.19
1007	DENTURE ADHESIVE CREAM	\$5.19
1179	SECURITY TOOTHBRUSH	\$0.39
1103	STYLING GEL	\$2.99
1113	COCOA BUTTER LOTION FRESHSCENT	\$1.49
1026	BRUSHLESS SHAVE CREAM	\$1.84
1114	HAND&BODY LOTION FRESHSCENT	\$1.49
1407	LEVEL10 CLEAR LIP BALM	\$1.79
1459	BODY POWDER FRESHSCENT	\$2.99
1066	LUCKY PETROLEUM JELLY	\$2.39
1112	LUSTI HAIR FOOD	\$3.39
1062	LUSTI POMADE	\$3.39
1063	MAGICSHAVE RAZORLESS SHAVE CREAM	\$7.19
1660	MENNEN SPEEDSTICK DEO/AP	\$5.39
1467	SOAP DISH HINGED CLEAR	\$0.99
1185	HAIR GEL OCEAN CLEAR MEGA HOLD	\$2.99
1046	BODY WASH URBAN WASH OCEAN FRESH 16OZ	\$3.99
0507	URBAN ST CLEAR WOMENS GEL DEODORANT	\$3.59
0526	URBAN ST A/P ROLL-ON DEODORANT	\$2.59
1377	VOS CONDITIONER EXTRA BODY	\$3.99
1267	VOS MENS 3-IN-1 SHAMP/COND/BODYWASH	\$3.99
1117	VOS SHAMPOO	\$3.99
1657	ALWAYS REGULAR MAXI PAD	\$5.59
1042	ANTIFUNGAL CREAM	\$2.49
TOBACCO PRODUCTS		
2965	GLACIER MINT 21 POUCH 8MG TFN	\$10.99
2967	MOCHA JAVA 21 POUCH 8MG TFN	\$10.99
2966	VERY BERRY 21 POUCH 8MG TFN	\$10.99
2964	WINTERGREEN 21 POUCH 8MG TFN	\$10.99

CLOTHING		
8046	T-Shirt - S	\$5.99
8045	T-Shirt - M	\$5.99
8044	T-Shirt - L	\$5.99
8047	T-Shirt - XL	\$5.99
8048	T-Shirt - 2XL	\$6.19
8042	T-Shirt - 3XL	\$6.19
8005	BOXER SHORTS - S	\$3.89
8004	BOXER SHORTS - M	\$3.89
8003	BOXER SHORTS - L	\$3.89
8006	BOXER SHORTS - XL	\$3.89
8000	BOXER SHORTS - 2XL	\$4.49
8001	BOXER SHORTS - 3XL	\$4.49
8061	THERMAL TOP - S	\$8.09
8055	THERMAL TOP - M	\$8.09
8056	THERMAL TOP - L	\$8.09
8057	THERMAL TOP - XL	\$8.09
8058	THERMAL TOP - 2XL	\$8.29
8059	THERMAL TOP - 3XL	\$8.59
8182	THERMAL TOP - 5XL	\$8.59
8049	THERMAL BOTTOM - S	\$8.09
8050	THERMAL BOTTOM - M	\$8.09
8051	THERMAL BOTTOM - L	\$8.09
8052	THERMAL BOTTOM - XL	\$8.09
8053	THERMAL BOTTOM - 2X	\$8.29
8183	THERMAL BOTTOM - 5X	\$10.61
8073	SHOWER SHOES - S	\$1.99
8074	SHOWER SHOES - M	\$1.99
8075	SHOWER SHOES - L	\$1.99
8076	SHOWER SHOES - XL	\$1.99
8077	SHOWER SHOES - 2XL	\$2.15
8036	SOCKS	\$1.79
8032	SHOES, CANVAS - 7	\$10.49
8033	SHOES, CANVAS - 8	\$10.49
8034	SHOES, CANVAS - 9	\$10.49
8023	SHOES, CANVAS - 10	\$10.49
8024	SHOES, CANVAS - 11	\$10.49
8025	SHOES, CANVAS - 12	\$10.49
8026	SHOES, CANVAS - 13	\$10.49
8027	SHOES, CANVAS - 14	\$10.49
8008	BRA SPORTS 36	\$8.29
8010	BRA SPORTS 40	\$8.59
8019	PANTIES LAIDES 5	\$2.39
8087	PANTIES LAIDES 6	\$2.39
8020	PANTIES LADIES 7	\$2.39
8021	PANTIES LADIES 8	\$2.39
8022	PANTIES LADIES 9	\$2.39
8088	PANTIES LADIES 10	\$2.39
8016	PANTIES LADIES 11	\$2.59
8017	PANTIES LADIES 12	\$2.89

FINANCIAL PROPOSAL



stg.icaregifts.com

FORT BEND COUNTY

THE GIANT \$99.99

Fritos Regular 2 oz (2)
Wylers Light w/Caffeine Totally Tropical
Singles To-Go 6ct (2)
Medium Picante Sauce Packet 0.5 oz (5)
Ramen - Chicken Flavor 3 oz (10)
Ramen - Chili Flavor 3 oz (10)
Ramen - Picante Beef 3 oz (7)
Ramen - Cajun Chicken 3 oz (7)
Cheetos Crunchy 2 oz (2)
Cheetos Flamin Hot 2 oz (2)
Cheetos Cheddar Jalapeño 2 oz (2)
Doritos Cool Ranch 1.75 oz (2)
Doritos Nacho Cheese 1.75 oz (2)
Fritos Chili & Cheese 2 oz (2)
Fritos Twist Honey (2)
Gardetto's Original Recipe 1.75 oz (2)
Fries Hot 1.75 oz (2)
Hot Pork Rinds 1 oz (2)
Grandma's Chocolate Chip Cookies 2.5 oz
(2)
Grandma's Peanut Butter Cookie 2.5 oz (2)
Cloverhill Strawberry Cheese Danish 4.25
oz (2)
Hot Dill Pickle 5 oz (1)
Back Country Pre-Sliced Pepperoni (1)
Habanero Cheese Cup (1)
Sliced Jalapeños 12 oz (1)
Honey Bun Jumbo Glazed 5 oz (2)
Iced Oatmeal Cookies 5oz (1)

MEALS 'N MORE \$79.99

Ramen - Chili Flavor 3 oz (7)
Ramen - Picante Beef 3 oz (3)
Ramen - Cajun Chicken 3 oz (3)
Cheetos Cheddar Jalapeño 2 oz (1)
Doritos Cool Ranch 1.75 oz (2)
Fries Hot 1.75 oz (2)
Hot Pork Rinds 1 oz (2)
Grandma's Chocolate Chip Cookies 2.5 oz
(2)
Grandma's Peanut Butter Cookie 2.5 oz (2)
Cloverhill Strawberry Cheese Danish 4.25
oz (2)
Rip N Ready Seasoned Beef Crumbles (1)
Lil Dutch Maid Vanilla Cookies (1)
Strawberry Cream Cookie 5 oz (1)
Loaded Baked Mashed Potatoes Pouch (1)
Sardines in Oil (1)
Honey Bun Jumbo Glazed 5 oz (2)
Ramen - Chicken Flavor 3 oz (4)
Wylers Fruity Red Punch (1)
Spicy Jalapeño Beef Sausage (2)
Iced Oatmeal Cookies 5oz (1)
Mackerel Fillet in Brine (1)

WHOLE LOTTA LOVE \$59.99

8" Flour Tortillas 10ct (1)
Chunk Light Tuna in Water (1)
Cinnamon Roll 4 oz (1)
Danish Claw Blueberry 4 oz (1)
Cupcake Chocolate 4 oz (2)
Ramen - Picante Beef 3 oz (6)
Ramen - Cajun Chicken 3 oz (5)
Cheetos Cheddar Jalapeño 2 oz (2)
Doritos Cool Ranch 1.75 oz (1)
Doritos Nacho Cheese 1.75 oz (2)
Fritos Chili & Cheese 2 oz (1)
Fritos Twist Honey (1)
Grandma's Chocolate Chip Cookies 2.5 oz
(2)
Grandma's Peanut Butter Cookie 2.5 oz (2)
Spicy Cheesy Refried Beans (1)
Honey Bun Jumbo Glazed 5 oz (1)
Ramen - Chili Flavor 3 oz (2)
Ramen - Chicken Flavor 3 oz (4)
Cheddar Cheese Pouch (1)
Spicy Jalapeño Beef Sausage (1)
Chocolate Donuts 3.3 oz (1)

FINANCIAL PROPOSAL

SWEET SURPRISE \$59.99

Fruit Gushers Tropical (1)
Cookies & Cream Cakes (1)
Folgers Instant Coffee Traditional Roast 4 oz (1)
Sugar Substitute 10 count (1)
Fritos Twist Honey (2)
Ruffles Cheddar & Sour Cream 1.5 oz (2)
Cheetos Cheddar Jalapeño 2 oz (2)
Fritos Chili & Cheese 2 oz (2)
Lays BBQ Potato Chip 1.5 oz (2)
Doritos Nacho Cheese 1.75 oz (2)
Doritos Cool Ranch 1.75 oz (2)
Cheetos Flamin Hot 2 oz (2)
Honey Bun Iced Grand 6 oz (1)
Grandma's Chocolate Chip Cookies 2.5 oz (1)

Snickers 1.86 oz (1)
M&M Peanut 1.74 oz (1)
Ramen - Chili Flavor 3 oz (3)
Ramen - Chicken Flavor 3 oz (3)
Ramen - Cajun Chicken 3 oz (3)
Ramen - Picante Beef 3 oz (3)
Thank You Postcard (1)

SOUPS 'N SPICE \$49.99

Fries Hot 1.75 oz (2)
Mackerel Fillet w/Diced Jalapeño (1)
Ramen - Chicken Flavor 3 oz (10)
Ramen - Chili Flavor 3 oz (10)
Ramen - Picante Beef 3 oz (6)
Ramen - Cajun Chicken 3 oz (5)
Cheetos Flamin Hot 2 oz (2)
Cheetos Cheddar Jalapeño 2 oz (2)
Doritos Cool Ranch 1.75 oz (2)
Doritos Nacho Cheese 1.75 oz (2)
Chickosticks 3oz (2)
Iced Oatmeal Cookies 5oz (1)

STAY FRESH FOR MEN \$39.99

Colgate Whitening Toothpaste 6 oz (1)
Ultimate Sport Antiperspirant Deodorant Gel 3 oz (1)
Suave Apple Shampoo 15 oz (1)
VO5 Kiwi Lime Conditioner 15 oz (1)
Dove Men + Care Bar Extra Fresh Bar (2)
Vaseline Hypoallergenic Fragrance Free Body Lotion (1)

BREAKFAST SURPRISE \$39.99

Cinnamon Roll 4 oz (2)
Danish Claw Blueberry 4 oz (2)
Cloverhill Strawberry Cheese Danish 4.25 oz (1)
Lemon Creme Cookies (1)
Vanilla Cappuccino (2)
Mocha Cappuccino (2)
Instant Coffee (1)
Folgers Instant Coffee Traditional Roast 4 oz (1)
Taster's Choice Instant Coffee Single Serve (5)
Honey Bun Jumbo Glazed 5 oz (1)
Oatmeal Single Serve 1.24 oz (10)

SNACK BREAK \$39.99

Ramen - Chicken Flavor 3 oz (3)
Ramen - Chili Flavor 3 oz (3)
Ramen - Picante Beef 3 oz (3)
Ramen - Cajun Chicken 3 oz (3)
Ramen - Spicy Vegetable 3 oz (3)
Hot Dill Pickle 5 oz (1)
Salami Stick 1oz (1)
Back Country Pre-Sliced Pepperoni (1)
Medium Picante Sauce Packet 0.5 oz (10)
Spicy Cajun Shrimp Ramen (3)
Wyler's Light Sugar Free Strawberry Lemonade 3.13 oz (1)
Spicy Jalapeño Beef Sausage (1)
Sliced Jalapeños 12 oz (2)
Double Beef Stick 1.125 oz (1)

STAY FRESH FOR WOMEN \$39.99

St. Ives Fresh Skin Invigorating Apricot Scrub (1)
Suave Invisible Solid Powder Fresh Deodorant & Antiperspirant 1.4 oz (1)
Suave Apple Shampoo 15 oz (1)
VO5 Kiwi Lime Conditioner 15 oz (1)
Dove Sensitive Soap Bar (1)
Suave Skin Solutions Advanced Therapy Lotion (1)

SOUPER SNACKS \$39.99

Ramen - Chicken Flavor 3 oz (8)
Ramen - Chili Flavor 3 oz (8)
Ramen - Picante Beef 3 oz (8)
Ramen - Cajun Chicken 3 oz (3)
Fritos Chili & Cheese 2 oz (2)
Fritos Regular 2 oz (1)
Cheetos Flamin Hot 2 oz (2)
Doritos Cool Ranch 1.75 oz (2)
Grandma's Chocolate Chip Cookies 2.5 oz (2)
Wyler's Light Island Punch Radical Lemon Berry 10ct (1)

NOT TOO SWEET (LOW SUGAR) \$37.99

Folgers Instant Coffee Traditional Roast 4 oz (1)
Sugar Substitute 10 count (1)
Chunk Light Tuna in Water (1)
Planters Salted Peanuts 2 oz (2)
Salami Stick 1oz (2)
Pre-Cooked Long Grain White Rice Pouch (1)
Hot Dill Pickle 5 oz (2)
Crystal Light Single Serve Lemonade (3)
Peanut Butter Packet 1 oz (4)
Creamer Pack Single Serve (10)
Mayonnaise Squeeze Packet 1 oz (2)
Crystal Light Fruit Punch Single Serve (3)
Hometown Jalapeño Cheese Bar (1)
Refried Beans w/ Jalapeños 8 oz (1)

SWEET TREATS \$29.99

Cinnamon Roll 4 oz (1)
Danish Claw Blueberry 4 oz (1)
Cupcake Chocolate 4 oz (1)
Grandma's Chocolate Chip Cookies 2.5 oz (1)
Grandma's Peanut Butter Cookie 2.5 oz (1)
Cloverhill Strawberry Cheese Danish 4.25 oz (1)
Iced Oatmeal Cookies 5oz (1)
Rainbow Mix Hard Candy (1)
Wyler's Light Sugar Free Strawberry Lemonade 3.13 oz (2)
Honey Bun Jumbo Glazed 5 oz (1)
Chocolate Donuts 3.3 oz (1)

FINANCIAL PROPOSAL

LIL' BIT OF LOVE \$29.99

Ramen - Cajun Chicken 3 oz (5)

Fritos Chili & Cheese 2 oz (1)

Cheetos Flamin Hot 2 oz (1)

Cheetos Cheddar Jalapeño 2 oz (1)

Doritos Cool Ranch 1.75 oz (1)

Snack Crackers (1)

Jalapeño Cheddar Cheese Pouch (1)

Chickosticks 3oz (2)

Ramen - Chicken Flavor 3 oz (5)

Ramen - Chili Flavor 3 oz (3)

Cheddar Cheese Pouch (6)

Peanut Butter Packet 1 oz (1)

Iced Oatmeal Cookies 5oz (1)

LEGAL CONSIDERATIONS

Exhibit A

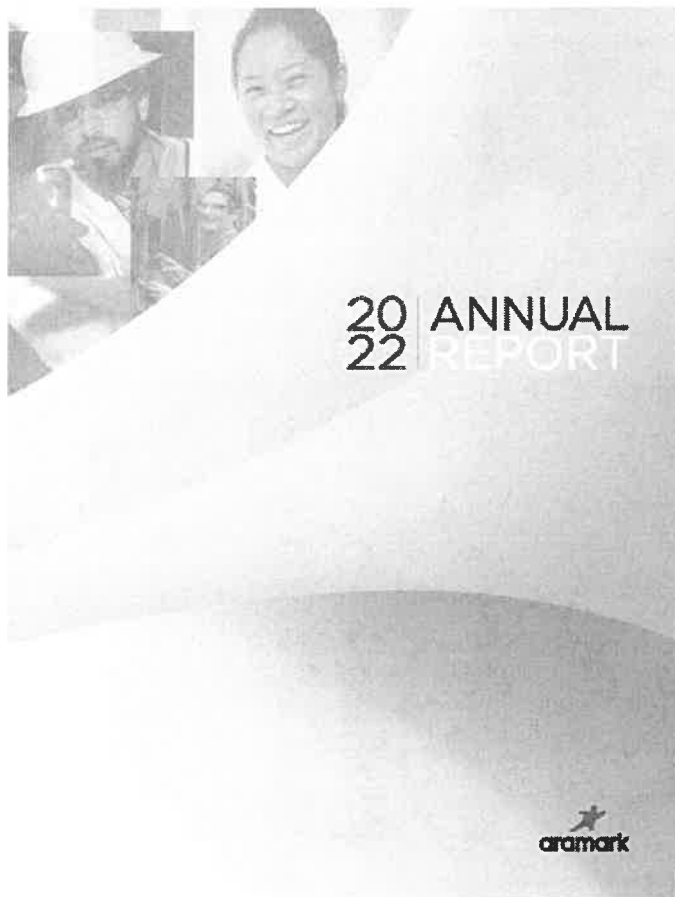
Contract Considerations

Aramark Correctional Services, LLC ("Aramark") is excited by the privileged prospect of continuing to provide commissary services for Fort Bend County, Texas (the "County"). In the development of every partnership, there are topics of a legal and contractual nature that warrant discussion and clarification by all parties. If Aramark is the successful bidder, we look forward to working closely with the County to finalize a mutually beneficial agreement in an expeditious manner. In particular, Aramark and Fort Bend County have built a successful partnership over many years under our current agreement. If Aramark's proposal is accepted and determined by the County to merit an award, Aramark respectfully requests and reserves the right to negotiate and include mutually accepted and commercially reasonable terms to govern the parties' relationship, consistent with the existing agreement, the RFP, and Aramark's proposal. It is Aramark's understanding that only terms in the definitive agreement signed by both parties would control the relationship going forward. Aramark's proposal is not an offer that, if accepted by the County, would constitute an agreement binding on Aramark.

FINANCIAL PROPOSAL

ARAMARK ANNUAL REPORT WITH FORM 10-K AUDITED FINANCIAL STATEMENT

For your review, Aramark has provided an Annual Report with Form 10-K on the flash drive accompanying this proposal. The Annual Report with Form 10-K highlights our financial performance for the past three years. For further information on Aramark, please visit our web site at www.aramark.com.



FINANCIAL PROPOSAL

REQUIREMENTS, RESPONSIBILITIES AND SPECIFICATIONS:

28.9.1 The respondent must provide documentation of having at least five (5) continuous years of corporate experience in providing commissary management services at correctional facilities and having at least three (3) current contracts with separate agencies with correctional facilities of similar size or layout to the FBC Facility.

With more than 45 years of corrections food service and commissary experience, Aramark exceeds the minimum requirement of five (5) years of experience in correctional institutional commissary management service. Our more than 45 years of experience in providing full-service food operations and being the provider for 13 of the 15 outsourced state departments of correction and more than 450 municipal facilities gives us unparalleled insight into what it takes to make a partnership with the Fort Bend County successful. Three of our current department of corrections clients that are similar in size and scope are listed in our references section.

28.9.2 The proposal must include the following contractual and legal action history for the past two (2) years, including history of any affiliated companies. (Should the responding potential vendor have had any contractual or legal action taken against or in favor of, please explain.)

Aramark Correctional Services, LLC ("Aramark") has been a valued partner to the corrections industry for over 45 years, servicing over 450 correctional facilities around the country maintain safe, stable environments for inmates, officers, and staff every day. From time to time, Aramark may be named as a party in various legal actions involving claims related to the conduct of Aramark's business, including actions by inmates, clients, customers, employees, government entities and third parties, including under federal and state employment laws, wage and hour laws, immigration laws, environmental laws, and false claims statutes. In the past two years, based on information currently available, advice of counsel, available insurance coverage, established reserves and other resources, we do not believe that any such actions against Aramark have had or is likely to be, individually or in the aggregate, material to our business, financial

28.9.3 List and explain in detail all contracts within the past ten (10) years that have been terminated or canceled prior to contract expiration, and include the reason for each.

Aramark Correctional Services, LLC ("Aramark") has been a valued partner to the corrections industry for over 45 years, servicing over 450 correctional facilities around the country maintain safe, stable environments for inmates, officers, and staff every day. From time to time, Aramark may be named as a party in various legal actions involving claims related to the conduct of Aramark's business, including actions by inmates, clients, customers, employees, government entities and third parties, including under federal and state employment laws, wage and hour laws, immigration laws, environmental laws, and false claims statutes. In the past ten years, based on information currently available, advice of counsel, available insurance coverage, established reserves and other resources, we do not believe that any such actions against Aramark have had or is likely to be, individually or in the aggregate, material to our business, financial condition, results of operations, cash flows or our ability to perform under a contract with the County.

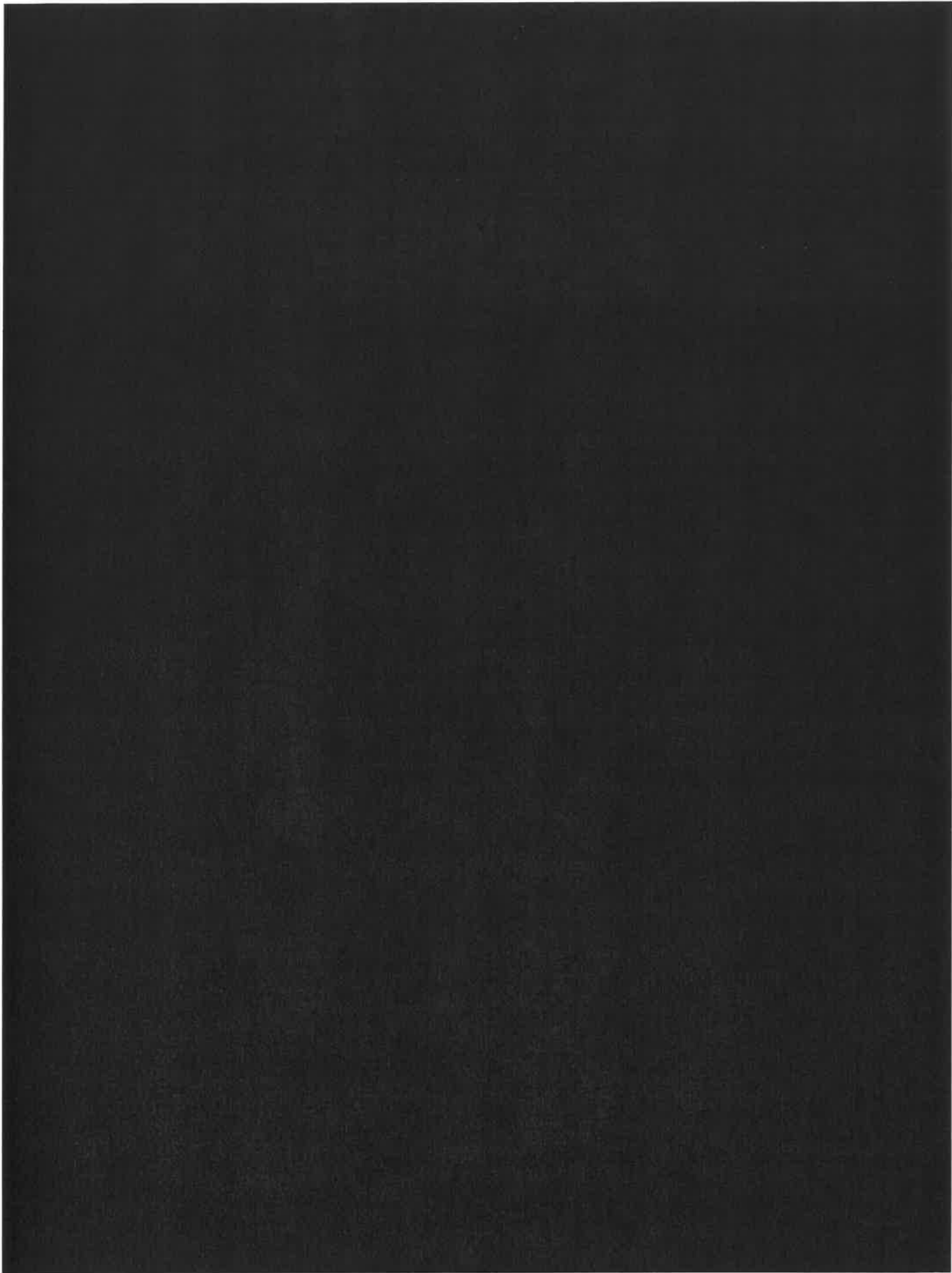
28.9.4 List and explain in detail all litigation claims within the past ten (10) years.

Aramark Correctional Services, LLC ("Aramark") has been a valued partner to the corrections industry for over 45 years, servicing over 450 correctional facilities around the country maintain safe, stable environments for inmates, officers, and staff every day. From time to time, Aramark may be named as a party in various legal actions involving claims related to the conduct of Aramark's business, including actions by inmates, clients, customers, employees, government entities and third parties, including under federal and state employment laws, wage and hour laws, immigration laws, environmental laws, and false claims statutes. In the past ten years, based on information currently available, advice of counsel, available insurance coverage, established reserves and other resources, we do not believe that any such actions against Aramark have had or is likely to be, individually or in the aggregate, material to our business, financial condition, results of operations, cash flows or our ability to perform under a contract with the County.

FINANCIAL PROPOSAL

28.9.5 List and explain in detail all lawsuits within the past ten (10) years involving inmates that were settled and/or in which judgment was made against the proposing company or affiliated companies.

Aramark Correctional Services, LLC ("Aramark") has been a valued partner to the corrections industry for over 45 years, servicing over 450 correctional facilities around the country maintain safe, stable environments for inmates, officers, and staff every day. From time to time, Aramark may be named as a party in various legal actions involving claims related to the conduct of Aramark's business, including actions by inmates, clients, customers, employees, government entities and third parties, including under federal and state employment laws, wage and hour laws, immigration laws, environmental laws, and false claims statutes. In the past ten years, based on information currently available, advice of counsel, available insurance coverage, established reserves and other resources, we do not believe that any such actions against Aramark have had or is likely to be, individually or in the aggregate, material to our business, financial condition, results of operations, cash flows or our ability to perform under a contract with the County.



CONFIDENTIAL

FINANCIAL PROPOSAL

28.9.7 List by name and include address and phone number of contract administrator of all correctional institutions within the past ten (10) years where proposer has terminated services, been terminated or lost a rebid/ proposal/solicitation as the incumbent.

Aramark has been a valued partner to the corrections industry for more than 45 years, servicing more than 450 correctional facilities around the country maintain safe, stable environments for millions of inmates, officers and staff every day. From time to time, in the ordinary course of business or as a part of public procurement process, one of Aramark's clients may determine to terminate its contract with Aramark. While Aramark does not maintain any specific date with respect to such client decisions, to the best of our knowledge over the past ten years, no client has terminated a contract for cause. Based on information currently available, and advice of counsel, we do not believe that any such termination is likely to be, individually or in the aggregate, material to our business, financial condition, results of operations, cash flows or our ability to perform under a contract with the State.



FIRM EXPERIENCE

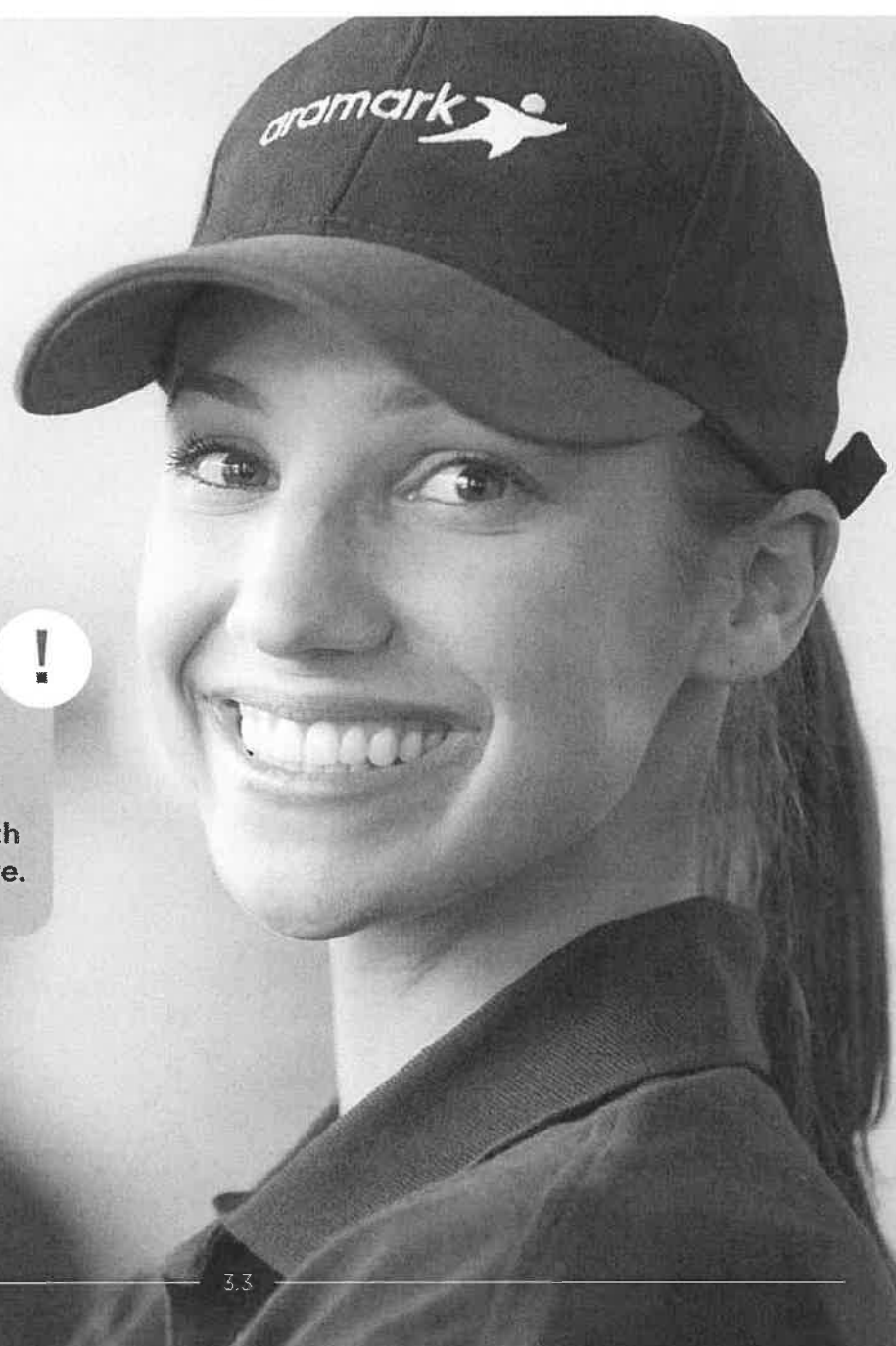
Tab 3 Firm Experience (weight factor = 15%)

Firm experience with projects of similar size and complexity: Such experience must be in the form of providing similar commissary management services in the jail/correctional setting. List the three (3) most recent projects within the last ten (10) years. Provide the name and location of each project, detailed description of project, current contact name with phone number and email address.

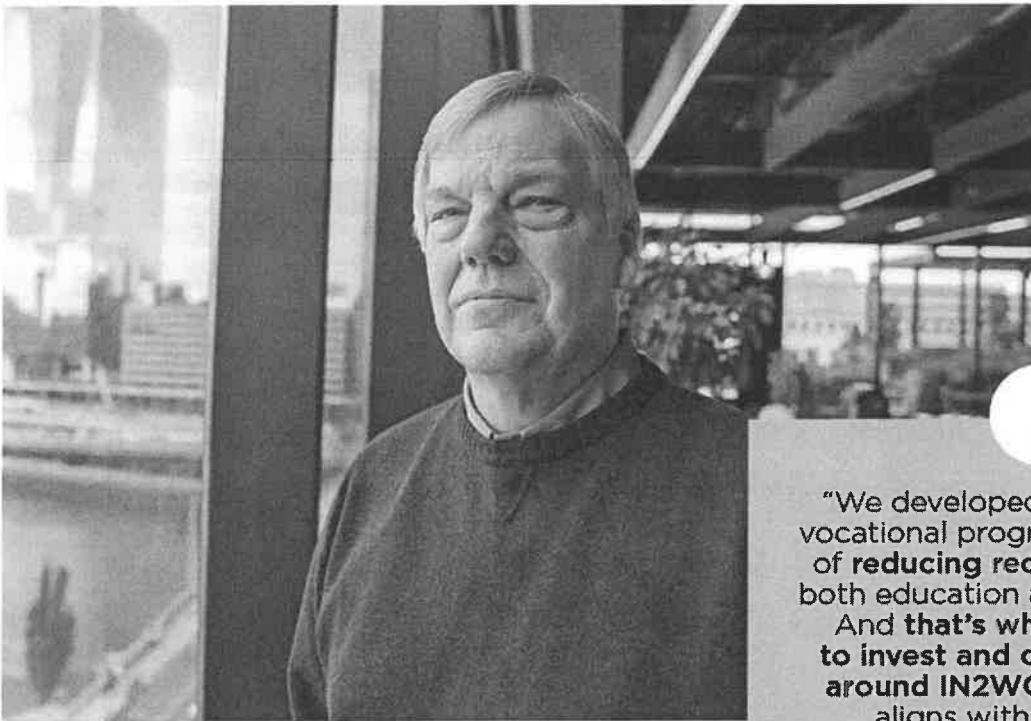
OUR COMMITMENT **TO YOU**

Aramark's commitment to Fort Bend County goes beyond providing exceptional commissary services. We understand the significance of adhering to industry standards and ensuring compliance with the National Commission on Correctional Health Care (NCCCHC), American Correctional Association (ACA), and Texas Commission on Jail Standards. In close collaboration with the Fort Bend County Sheriff's Office, we will continue to provide a program that not only meets but surpasses all national and Texas standards.

Recognizing the importance of well-trained staff in a correctional setting, Aramark is committed to providing ongoing training to our team members. Through rigorous training programs, our staff will acquire the necessary knowledge and expertise to operate in a correctional environment with accuracy and efficiency. This ensures that the commissary services are managed by a local team that understands the intricacies and responsibilities associated with serving within a correctional facility.

A black and white photograph of a woman with a ponytail, wearing a dark Aramark baseball cap and a dark collared shirt. She is smiling and looking towards the camera. The background is a plain, light-colored wall.

Delivering industry-leading hospitality, culinary experiences, and convenience offerings with the utmost safety and care.



!

"We developed our IN2WORK vocational program with the goal of **reducing recidivism** through both education and employment. And **that's why we continue to invest and drive innovation around IN2WORK**: because it aligns with our values."

— John Zillmer
CEO, Aramark

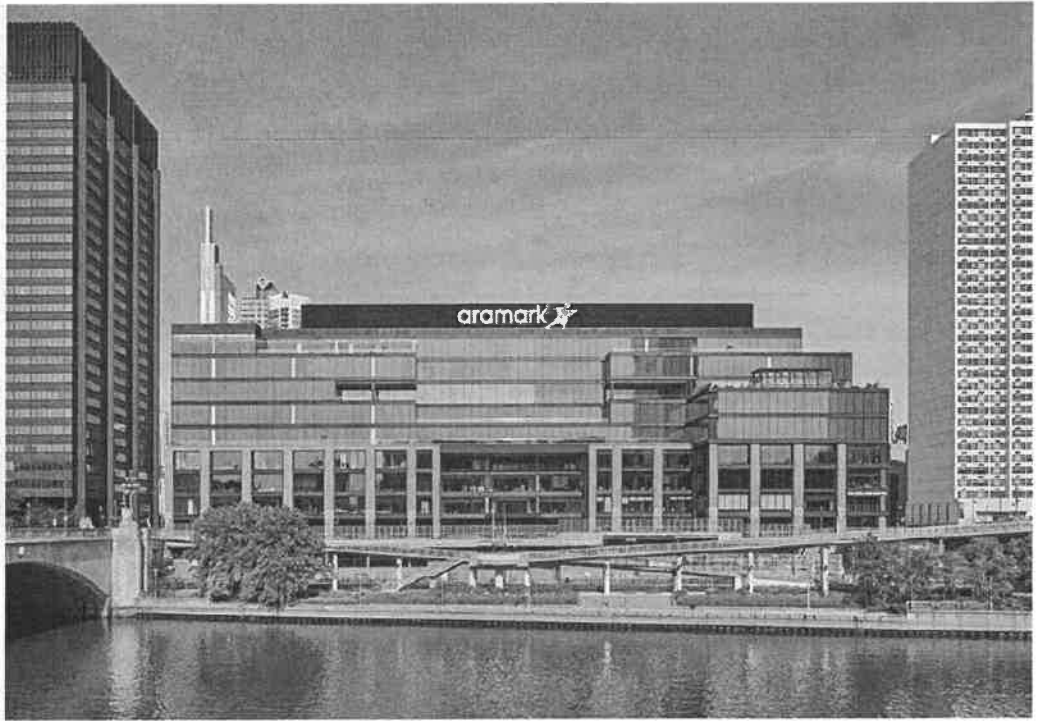
OUR **STORY**

An Aramark day begins the same way, every day, all over the world. It's a quest for excellence that involves two elements: people with a strong sense of pride in their work and an organization dedicated to getting it right.

This quest, while simple in intent, is complex in execution. It's as simple as caring for the needs of our customers—making sure that the moment of truth is a moment to remember. It's complex, because we do it a million times a day all over the world and to get it right we have to understand the emerging trends of a generation as well as the preferences of a single customer.

We find creative solutions to today's unexpected challenges and marry them with time-tested practices. Working in partnership with Fort Bend County Sheriff's Office, we focus on being highly responsive to your changing needs.

At Aramark, innovation is what we bring to the everyday. Passion is at the heart of our process, and pride is what defines our people.



A LEGACY OF EXCEPTIONAL SERVICE

Aramark (NYSE: ARMK) proudly serves the world's leading Fortune 500 companies, world champion sports teams, prominent healthcare providers, iconic destinations and cultural attractions, and numerous municipalities in 19 countries around the world. Our 274,000 team members create experiences that matter in food, facilities management, and uniforms to millions of people every day.

We strive to create a better world by making a positive impact on people and the planet, including commitments to engage our employees; empower healthy consumers; build local communities; source ethically, inclusively, and responsibly; operate efficiently; and reduce waste.

Aramark is recognized as a Best Place to Work by the Human Rights Campaign, DiversityInc, Black Enterprise and the Disability Equality Index. Learn more at www.aramark.com or connect with us on Facebook and Twitter.





CORRECTIONS BY THE NUMBERS

450+ MUNICIPAL
& COUNTY
FACILITIES
SERVED

45+ YEARS IN THE
CORRECTIONS INDUSTRY



13 DOCs
SERVED

19 JUVENILE
FACILITIES SERVED

11 MEALS ON
WHEELS & **3** COMMUNITY
CORRECTIONS
LOCATIONS

42 IN2WORK GRADUATES hired at Aramark
in the last year

COMMISSARY

SERVE
2.8 MILLION
COMMISSARY ORDERS A YEAR

\$59.7 MILLION iCARE
E-COMMERCE
ORDERS A YEAR

\$163.5M RETAILER
WITH **100** COMMISSARY
LOCATIONS
IN THE U.S.

PARTNERSHIPS



**AMERICAN CORRECTIONAL
ASSOCIATION (SINCE 1979)**



**ASSOCIATION OF
CORRECTIONAL FOOD
SERVICE AFFILIATES (1979)**



NATIONAL SHERIFFS'
ASSOCIATION

**NATIONAL SHERIFFS'
ASSOCIATION (1980)**



National Voice for Local Corrections

**AMERICAN JAIL
ASSOCIATION (1981)**



NATIONAL
CORRECTIONAL
INDUSTRIES
ASSOCIATION

**NATIONAL CORRECTIONAL
INDUSTRIES ASSOCIATION
(2006)**



**NATIONAL JUVENILE
DETENTION ASSOCIATION
(1995)**

In addition to conducting industry research, these partnerships support our mutual goals of maintaining a safe and secure environment through food safety standards, education, and programming for inmates, and recruitment and retention of officers. Armed with this knowledge, Aramark continuously develops programming to help clients manage these critical issues and identifies opportunities to leverage our core competencies to help our clients.

FIRM EXPERIENCE

List the three (3) most recent projects within the last ten (10) years. Provide the name and location of each project, detailed description of project, current contact name with phone number and email address.

A TRUE PARTNER, NOT JUST A SERVICE PROVIDER

As your partner, we balance the performance of our operation with a total experience inspired by hospitality principles to deliver operational and service excellence in everything we do and everyone we serve. From on-time delivery of name brand products to on budget satisfying meals, nutrition support to trained labor; we deliver on promises that both satisfy the client and inmate. From the onset, we locate and maintain the best team of talent available to positively impact the lives of the individuals we serve in our correctional facilities through food, training, and jobs. Our clients' experience with Aramark is the best demonstration of our capabilities, service, and true partnership.

The following are some of our clients that are similar to yours in size, geography, or classification. We invite you to call or inspect our services in these facilities.

REFERENCES

SEBASTIAN COUNTY JAIL

801 South A St.
Fort Smith, AR 72901

Client Contact: Captain William Dumas
Phone: 479-783-4988
Email: wdumas@co.sebastian.ar.us
Services Provided: Food and Commissary
Partnership: 2016 - Present

BURNET COUNTY JAIL

900 County Lane
Burnet, TX 78611

Client Contact: Captain Matt Kimbler
Phone: 512-715-8600 ext. 222
Email: mkimbler@burnetsheriff.com
Services Provided: Food and Commissary
Commissary Partnership: 2004 - Present
Food Partnership : 1994 - Present

COLLIN COUNTY SHERIFF'S OFFICE

4300 Community Ave.
McKinney, TX 75071

Client Contact: Johnny Jaquess, Asst. Chief Deputy
Detention Administration
Phone: 972.547.5200 Main
972.547.5211 Direct
Email: NA
Services Provided: On-site Commissary
Partnership: 2009 - Present

“

The Aramark leadership team in Kansas is responsive to our requests and consistently supports us during periods of increased security.”

— Keith Bradshaw, Executive Director, Contracts & Finance
Kansas Department of Corrections

DEDICATED TO DIVERSITY COMMITTED TO COMMUNITY

Diverse perspectives accelerate innovation and provide deeper understanding and connectivity.

It is our core value of integrity and respect always that drives us to constantly seek to be a company where the best people want to work—people from all backgrounds, perspectives, and experiences. Composed of more than 274,000 people from around the world, our workforce brings individual experiences and perspectives that enable us to communicate with the people of Fort Bend County Sheriff's Office.

OUR APPROACH: REACH FOR REMARKABLE

At Aramark we engage a diverse workforce and enable an inclusive workplace to drive innovation and create a sustainable competitive advantage in a dynamic global marketplace.



CULTURE

Maintain a workplace culture that values and leverages differences and similarities.

COMMUNITY

Create client and consumer value by partnering with diverse suppliers, engaging with the community, and delivering culturally relevant products and services.

RECOGNITION

Show appreciation to the workforce with a dedicated system of rewards and acknowledgment.

SUSTAINABILITY PLAN

Be Well. Do Well.®

PRIORITIES AND PROGRESS

Our vision for the future focuses on positively impacting people and planet as we serve our client partners, employees, shareholders, and other stakeholders. For each of our priority areas, we track a variety of metrics, and strive for continuous improvement. **To learn more, visit www.aramark.com/sustainability.**



BREAK THE CYCLE

Aramark is **building a path for second chances.**
Aramark is **committed to break the cycle of recidivism.**

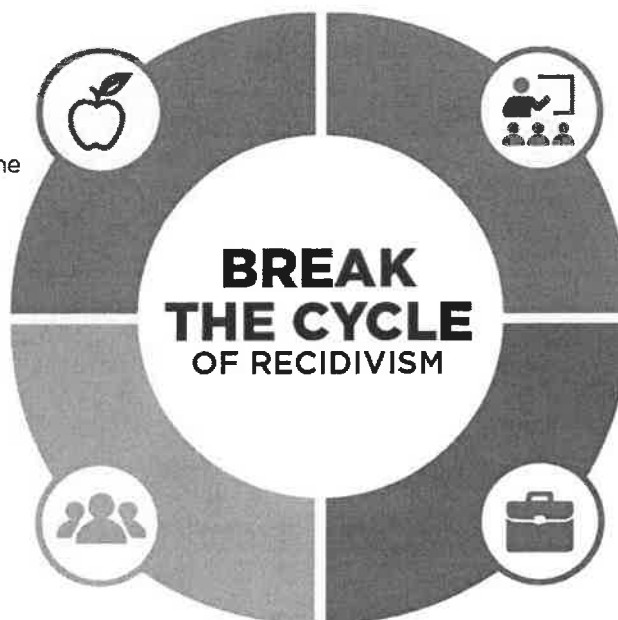
We use our strength to create opportunity by **providing returning citizens a second chance** and uniquely positioned to playing a role in **reducing the rate of recidivism across our four key pillars.**

FOOD

Creating better food experiences because everyone deserves to be served with respect and dignity.

COMMUNITY

The Aramark Building Community contributions and efforts directly relate to core risk factors within the cycle of recidivism.



TRAINING

Offering training and education to help inmates build skills and achieve the certifications they need to succeed.

JOBS

Generating jobs and encouraging our partners to do the same because we understand the power of opportunity to reduce recidivism.



STAFF EXPERIENCE

Tab 4 Staff Experience (weight factor = 10%)

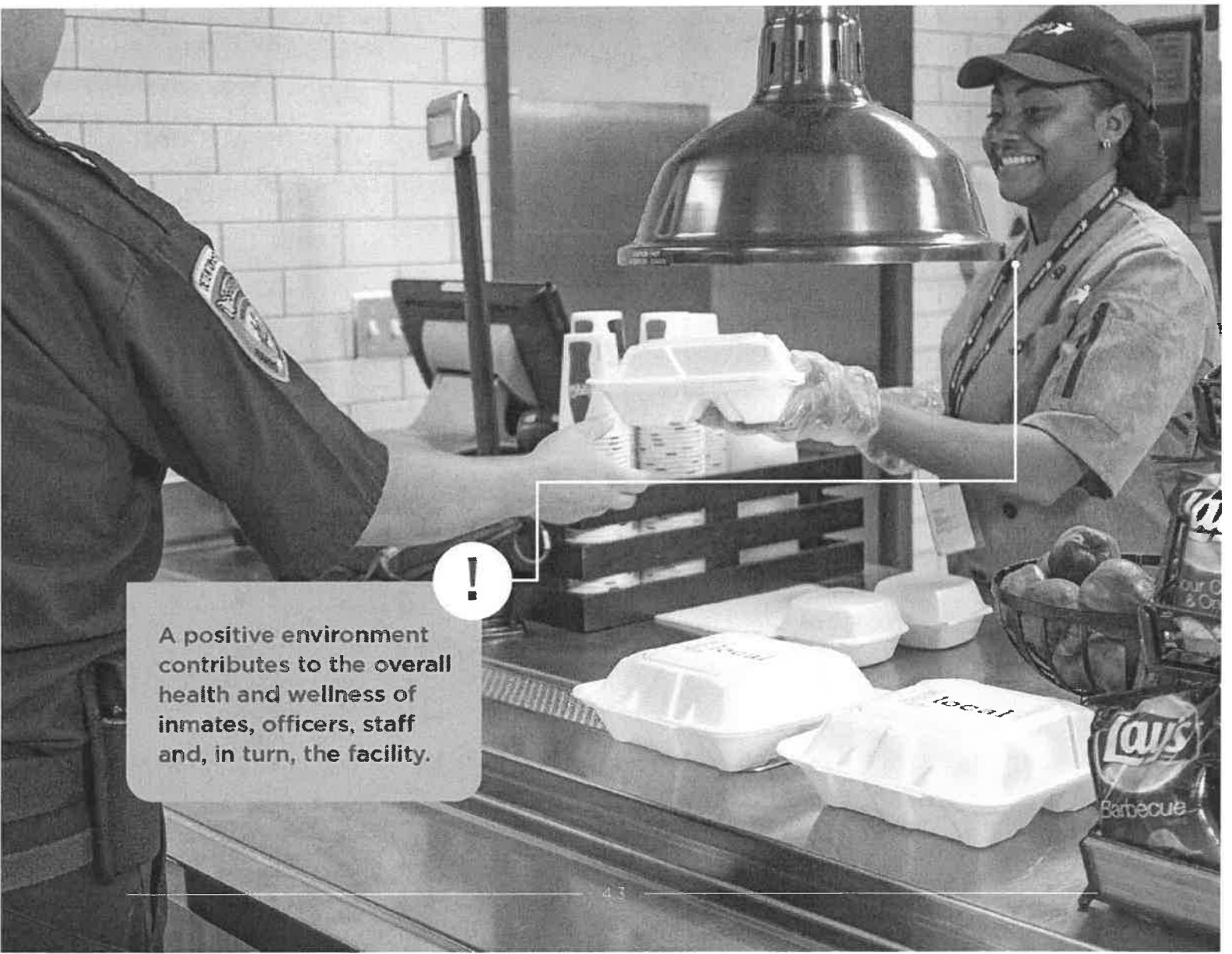
Staff experience with projects of similar size and complexity: Such experience must be in the form of providing similar commissary management. Provide the current corporate structure and resumes of the individuals assigned to this project. Resumes to include a minimum of three (3) similar projects within the last ten (10) years. Provide the client's name and location of each project, current contact name with phone number and email address.

Provide staffing levels and capabilities of senior management and on-site supervisors. Tenure for each proposed staff member will be considered.

MANAGEMENT & **STAFFING**

Aramark's management team supports every aspect of our operation, spanning more than 450 clients and over 45 years of partnership. From the front line to development and innovation, you can expect a dedicated team with local, regional, and corporate leadership that's plugged into your account.

Our team's experience and expertise remain unmatched in the industry to ensure your needs are addressed and we deliver on our commitments. Aramark's management team comprises leaders who will provide the ongoing resources necessary to manage the operation. The following is our customized staffing plan for Fort Bend County Sheriff's Office. Additionally, we provided profiles and resumes of personnel who will support the commissary service operation at Fort Bend County Sheriff's Office.



!

A positive environment contributes to the overall health and wellness of inmates, officers, staff and, in turn, the facility.

STAFF EXPERIENCE

FUNCTIONAL SUPPORT

We invest heavily in the quality of our support resources—both systems and people—ensuring our team is on the cutting edge of leading trends and setting the industry standard. While we are rigid in our standards of quality and compliance, we remain flexible in applying our systems and programs to accommodate the needs of each facility. Our responsiveness is crucial in helping you maintain a safe and secure environment. Our people resources include experts and support in all key areas.

Tim Barttrum

President & CEO

FUNCTIONAL SUPPORT TEAM

Steve Yarsinsky

Vice President,
Finance

Doug Traher

Vice President,
Information Technology

Bridget Schlick

Vice President,
Marketing

Michael Elchenko

Vice President,
Growth

Corey Stoughton

Vice President,
Western Sales and Retention

Katie McDermott

Vice President,
Human Resources

Randy Bain

Vice President, Culinary
Innovation & Menu Development

Jen Linke

Vice President,
Retail

Aldie Loubier

VP, Associate General Counsel
(OR, VP, Legal)

Chaka Dakers

Director,
Safety and Risk

REGIONAL
TEAM

Wendy Wolff

Vice President,
West Region

Tracy Tomkiewicz

Vice President,
Central Region

Bob Barr

Vice President,
East Region

YOUR MANAGEMENT TEAM

The regional vice president provides overall management and control of client facilities in the West Region. She is the executive leader responsible for driving a hospitality culture and enhancing the partnership with clients in her region through innovation, service, and revenue goals. She is responsible for setting the strategic vision for her region, supporting the development of people and programming, and motivating her management team to drive value for clients.



WENDY WOLFF
VICE PRESIDENT,
WEST REGION

Wendy is a leader in operations with 30 years' experience building results-oriented teams that are keenly focused on the client and customer experience. She has spent her entire career in food service, with an eye for driving efficiency and delivering beyond customer expectations. She has been instrumental in negotiating major pursuit contracts, and consistently leads community service initiatives, and is counted on to deliver results within her region.

Shane Daniel

District Manager,
AR/OK/TX/LA/NM

Eddie Climer

District Manager, CO/OR

John Anderson

District Manager, KS/MO/NE/IA

Elvis Lindsey

District Manager, CA/ID/WA

Michael Maltese

District Manager, CA/NV/AZ

David See

District Manager, TX

Darren Peterson

District Manager, SD/IA/NE

STAFF EXPERIENCE

Fort Bend County Sheriff's Office's retail program will achieve operational excellence guided by the following two support systems on-site management and regional management.

Our team will set your facility apart through frequent site visits and expert management in areas such as commissary service, marketing, financial planning, and technology to name a few.

The team includes the following members:



WENDY WOLFF

Regional Vice President

Wendy directs unit operations in the West Region to ensure customer satisfaction and meet program goals.



DAVID ROMERO

Director of Strategic Development

David pursues sales growth, maintains existing accounts in the West Region, and ensures your satisfaction with operations.



SHANE DANIEL

District Manager

Shane serves as your go-to point of contact for support and program guidance. In the event that any issues arising from on-site management cannot be successfully resolved, Shane serves as the next level of escalation. Shane is based in the Texas market.



ANDREW TULL

Regional Finance Director

Andrew provides financial advice to the regional management team regarding existing business, forecasts, budgets, monthly operating results, and data interpretations.



JOHN RAMIREZ

Commissary Manager

John is your on-site contact and ensures that we deliver on our commitment to you. He plans, directs, and controls all unit commissary service operations and uses available resources to meet operating and financial goals, client objectives, and customer needs. John ensures compliance with Aramark policies, procedures, guidelines, and standards, and all applicable government, regulatory, or accrediting agency standards and codes.



LYNNE THOMAS

IT Manager

Lynne coordinates IT activities with commissary district managers and commissary support managers. She will be the County's primary IT contact and will interact and report to Fort Bend County for all IT implementation, training, and support. She will meet with the Sheriff's Department to review our project plan and checklist to ensure that implementation is done in a timely and efficient manner.

STAFF EXPERIENCE

WENDY WOLFF

REGIONAL VICE PRESIDENT, WEST REGION

EXPERIENCE

2022-Present	Aramark Correctional Services, LLC Regional Vice President
2021-22	Vice President, Human Resources
2019-21	Aramark's Food & Facilities Services Human Resources Director
2017-18	Aramark's Food & Facilities Services, Sports & Entertainment Human Resources Director
2013-17	Sonic Restaurant, Inc. Senior Human Resources Business Partner
2009-13	Taco Bell Corporation Senior People Capability Leader
2005-08	People Capability Leader
2003-09	KFC Corporation Human Resources Manager

EDUCATION

Kansas State University
Bachelor of Science, Hotel and Restaurant

STAFF EXPERIENCE

SHANE DANIEL DISTRICT MANAGER

EXPERIENCE

2023-Present	Aramark Correctional Services, LLC District Manager
2018 -23	Aramark Multi Unit Director of Nutrition Services
2008-18	Aramark Multi Unit Manager
2008	Mid America Services Inc . Multi Unit Director
2004- 08	ABL Management Food Service Director
2003 - 04	Canteen Corrections Food Service Director
1999 - 03	Vest Incorporated Assistant Food Service Director
1999	CFM Food Service Director
1997 - 99	CFM Warehouse Manager

EDUCATION

2011	Texas Department of Agriculture RCCI Certification
2011	Texas Department of Agriculture Fort Worth, Texas Texas SMI Certification
2014	ServSafe Manager Certification, Food Safety

STAFF EXPERIENCE

DAVID ROMERO

DIRECTOR OF STRATEGIC DEVELOPMENT

EXPERIENCE

2023-Present	Aramark Correctional Services, LLC Director of Strategic Development
2020-23	Nespresso Professional National Account Manager
2014-20	Aramark Refreshments National Account Manager
2009-14	Aramark Refreshments. Business Development Manager

EDUCATION

2008	California State University Chico Bachelor of Arts, Communication Design
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STAFF EXPERIENCE

JOHN RAMIREZ

COMMISSARY MANAGER

EXPERIENCE

2019-Present	Aramark Correctional Services at Fort Bend County Commissary Manager
2018-19	Finnegan Dealership Parts Delivery Driver
2018	Aramark Correctional Services at Fort Bend County Commissary Worker
2016-17	Stop Loss Insurance Services Intake Coordinator

EDUCATION

2013 - 2014	Wharton County Junior College Executive Study, International Business
2020-2021	Arizona State University Online
	B. F. Terry High School High School Graduate

STAFF EXPERIENCE

LYNNE M. THOMAS

IT BUSINESS ANALYST

EXPERIENCE

2000–Present	Aramark Correctional Services, LLC
2010–Present	IT Business Analyst
2000–10	Commissary Manager
1998–2000	Namedroppers Sportswear
	Office Manager/Full-Charge Bookkeeper
1990–98	St. John's Health Care Corporation, Inc.
	Accounts Payable

EDUCATION

1985	Bryant & Stratton College
	Associate Degree, Computer Programming and Accounting
	Villanova University
	Certificate of Achievement
	Essentials of Project Management
	Certificate of Achievement—Mastering Project Management

STAFF EXPERIENCE

ANDREW TULL

REGIONAL FINANCE DIRECTOR

EXPERIENCE

2022-Present	Aramark Correctional Services, West Region Regional Finance Director
2021-22	Aramark Correctional Services, West Region Regional Finance Manager
2019-21	Aramark Centralized Accounting Supervisor
2018-19	Aramark, Drexel University Unit Controller
2017-18	Aramark Correctional Services Senior Accounting Analyst
2015-17	Aramark Corporate Staff Accountant
2015	Advertising Specialty Institute Advertising Revenue Financial Analyst
2010-15	Philadelphia Media Network LLC Goals and Incentive Financial Analyst Operations Financial Analyst Circulation Accountant Accounting Clerk

EDUCATION

2010	Temple University, Philadelphia Bachelor of Business Administration
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STAFF EXPERIENCE

FORT BEND COUNTY COMMISSARY STAFFING CHART

Employee	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday	Total Hours
Michael Epley	7:00 AM 3:00 PM	7:00 AM 3:00 PM	OFF	OFF	7:00 AM 3:00 PM	7:00 AM 3:00 PM	10:00 AM 2:00 PM	36.0
Justin Gardner	7:00 AM 2:30 PM	7:00 AM 2:30 PM	OFF	OFF	7:00 AM 3:00 PM	7:00 AM 3:00 PM	10:00 AM 2:00 PM	35.0
Jonathon Rhodes	7:00 AM 2:30 PM	7:00 AM 2:30 PM	OFF	OFF	7:00 AM 3:00 PM	7:00 AM 3:00 PM	10:00 AM 2:00 PM	35.0
Destiny Jarvis	7:00 AM 2:30 PM	7:00 AM 2:30 PM	OFF	OFF	7:00 AM 2:30 PM	7:00 AM 2:30 PM	10:00 AM 2:00 PM	34.0
Payton Sowell	6:00 AM 2:00 PM	4:00 AM 12:00 PM	OFF	OFF	6:00 AM 2:00 PM	4:00 AM 12:00 PM	10:00 AM 2:00 PM	36.0
John Ramirez- Commissary Manager	8:00 AM 4:00 PM	8:00 AM 4:00 PM	OFF	OFF	8:00 AM 4:00 PM	8:00 AM 4:00 PM	8:00 AM 4:00 PM	40.0
Actual Hours	46.5	46.5	0.0	0.0	47.5	47.5	28.0	216.0
Employees Working	6	6	0	0	6	6	6	30



REQUIRED **FORMS**

Tab 5 Required forms, all other requested documents/information as stated herein and overall completeness of submission (weight factor = 5%)

July 13, 2023

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469



RE: RFP 24-003 Term Contract for Commissary Management Services

Aramark Correctional Services, LLC is pleased to submit the following proposal to Fort Bend County for the provision of Inmate Commissary Services at the Fort Bend County Sheriff's Office.

a. The name and address of Aramark Corporation is:

Aramark Correctional Services, LLC
2400 Market Street
Philadelphia, Pennsylvania 19103

The name, title, and telephone number of the Aramark contact person(s) is:

David Romero, Director of Business Development
Email: romero_david@aramark.com
Phone: 625-345-8655
Fax: 630-271-5758

b. The name and address of Aramark Corporation's Legal Department is:

Aldie Loubier | Aramark | Vice President and Assistant General Counsel | Legal Department
2400 Market Street, 8th Floor
Philadelphia, PA 19103
Phone: 215-238-3754

c. I am an agent of Aramark Correctional Services, LLC (ACS) authorized to bind ACS to any contract for services resulting from this solicitation.

My contact information is as follows:

Michael Eichenko, Vice President
2400 Market Street
Philadelphia, PA 19103
Phone: (352) 303-3478
Fax: (630) 271-5758
Email: Elchenko-Michael@Aramark.com

Aramark looks forward to discussing this offer in detail with you and other appropriate representatives.

Sincerely,

A handwritten signature in black ink, appearing to read "ME", with a horizontal line extending to the right.

Michael Eichenko
Vice President, Growth
Aramark Correctional Services

REQUIRED FORMS

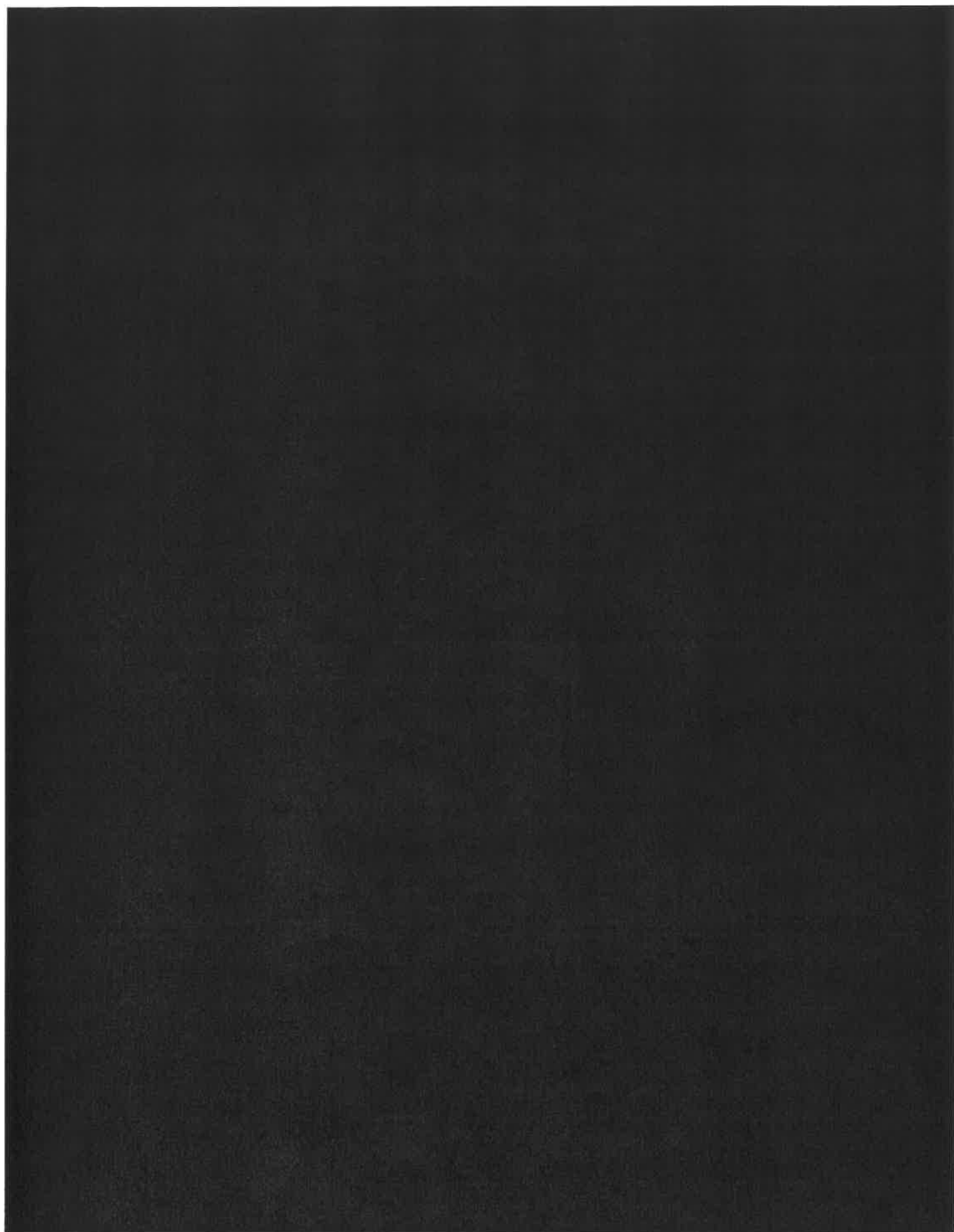


Sample Certificate of Insurance – Cover Page

Enclosed is a sample certificate of insurance indicating Aramark's coverage. Aramark maintains a complex commercial insurance program offering coverage that is often broader than what is available to the general market. Below are some clarifications that we wish to make regarding how our program functions to address your requirements. We encourage you to express any concerns so that we can appropriately address them in connection with finalizing our definitive agreement if we are awarded.

Clarifications on Insurance coverage:

- Client will be included as an Additional Insured on certificates evidencing required commercial general liability insurance policies upon contract award.
- Any insurance provided by Aramark (Additional Insured or Otherwise) shall only cover losses for which Aramark is legally liable; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of Client.
- Aramark proposes a mutual waiver of subrogation on claims for property damage, not to include claims for bodily injury or death.
- Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.
- Copies of Aramark's policies can not be distributed outside of the company. Certificates evidencing all required policies will be provided upon execution of an agreement and upon request thereafter.
- Aramark's insurers will be reasonably acceptable to Client.
- Aramark's General Liability policy does not have an aggregate limit. This is a benefit to Client, as there is no limit on the number of claims that can be honored in a given policy year.



**COUNTY PURCHASING AGENT**

Fort Bend County, Texas

Vendor InformationJaime Kovar
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	Aramark Correctional Services, LLC												
Business Name (if different from legal name)													
Federal ID # or S.S. #	23-2778485	DUNS #	NA										
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business? over 45 years										
Publicly Traded Business	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Ticker Symbol <u>ARMK</u>												
Remittance Address	Aramark Chicago Lockbox, 27310 Network Place												
City/State/Zip	Chicago, IL 60673-1273												
Physical Address	2400 Market Street												
City/State/Zip	Philadelphia, PA 19103												
Phone/Fax Number	Phone: <u>352-303-3478</u> Fax: <u>630-271-5758</u>												
Contact Person	Michael Elchenko												
E-mail	elchenko-michael@aramark.com												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table border="1"><thead><tr><th>Cert Date</th><th>Exp Date</th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
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Company's gross annual receipts	<table border="1"><tr><td><\$500,000 _____</td><td>\$500,000-\$4,999,999 _____</td></tr><tr><td>\$5,000,000-\$16,999,999 _____</td><td>\$17,000,000-\$22,399,999 _____</td></tr><tr><td>>\$22,400,000 <input checked="" type="checkbox"/> _____</td><td></td></tr></table>			<\$500,000 _____	\$500,000-\$4,999,999 _____	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 <input checked="" type="checkbox"/> _____					
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>\$22,400,000 <input checked="" type="checkbox"/> _____													
NAIC's codes (Please enter all that apply)	722310, 812332												
Signature of Authorized Representative													
Printed Name	Michael Elchenko												
Title	Vice President, Growth												
Date	7/13/23												

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Aramark Correctional Services LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 978839

6 City, state, and ZIP code

Dallas, TX 75397-8839

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

2 3 - 2 7 7 8 4 8 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 06/21/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Job No.: 24-003

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 23-2778485

Company Name submitting Bid/Proposal: Aramark Correctional Services, LLC

Mailing Address: 2400 Market Street, Philadelphia, PA 19130

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

- I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
<u>Not Applicable</u>	

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

- II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No ☐

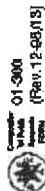
If yes, attach a separate page explaining the debt.

- III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

☒ I certify that Aramark Correctional Services, LLC is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Philadelphia, Pennsylvania.
[Company Name] [City and State]



01-000
(Rev. 12-00/13)

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this state must be prominently displayed in your place of business.

You must obtain a new permit if there is a change in ownership, location, or business location name.

You will be in place of a resale or exemption certificate. You will be have a valid resale/exemption certificate on file.

LOCATION NAME, and PHYSICAL LOCATION

ES INC

508 S ROCK ST
GEORGETOWN

TX 78626-5604

SIC CODE

Miscellaneous

DOWN TH

SE

OPTION ON NEXT LINE:

Issewhere Classified

ING LOCAL SALES TAX AUTHORITIES:

EFF: 07/01/2001

Type of permit

SALES AND USE TAX

Taxpayer number

1-23-2778455-1

Outlet number

00041

First business date

07/01/2001

Carole Keeton Rylander

CAROLE KEETON RYLANDER

Comptroller of Public Accounts

YOU MAY NEED TO COLLECT SALES AND/OR

If you have any questions regarding sales tax, you may number is 512/463-4600. If you are calling from a

LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS.

Use's field offices in your area or call 1-800-252-5555, toll free, nationwide. The Austin
Dial (TDD), the toll free number is 1-800-248-4000, or in Austin, 512/463-4621

