STATE OF TEXAS \$ \$ KNOW ALL MEN BY THESE PRESENTS: COUNTY OF FORT BEND \$

COMMISSARY MANAGEMENT SERVICES AGREEMENT RFP 13-054

THIS AGREEMENT for COMMISSARY MANAGEMENT SERVICES, hereinafter referred to as "Agreement," is made and entered into by and between the Fort Bend County Sheriff, Troy E. Nehls, , hereinafter referred to as the "SHERIFF," and ARAMARK Correctional Services, LLC., a Delaware limited liability company, hereinafter referred to as "ARAMARK" authorized to conduct business in the State of Texas.

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. 13-054 (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 Williams Way Blvd, 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 13-054 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, collectively referred to as "the 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 The term of this Agreement shall commence thirty (30) days after execution of this Agreement by SHERIFF and shall terminate on September 30, 2015, with four (4) additional one-year renewal options on the same terms and conditions at SHERIFF's sole discretion. Either party shall have the right to terminate this Agreement as provided herein.

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- 2.02 Notwithstanding anything contained in this Agreement to the contrary, either party shall have the right to terminate this Agreement by providing ninety (90) days advanced written notice. ARAMARK shall not be entitled to lost or anticipated profits should SHERIFF choose to exercise its option to terminate.
- 2.03 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, Troy Nehls, designates Captain Jule Brownfield & Lt. Daniel Quam 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 Jose Jimenez, 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&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&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 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&B.

- 4.07 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.
- ARAMARK shall install such computer hardware and related equipment and software 4.08 (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. 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.
- 4.09 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.
 - 4.10 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 price per meal or commission, modifications to the menu or

Product offerings, changes to Product pricing or modifications to ARAMARK's scope of services.

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 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 Designated Representatives of any substitution and obtain prior review and written approval by SHERIFF before institution 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. All Key Personnel must meet the requirements of a certified jailer under Texas law and upon approval of the SHERIFF, will be appointed as certified jailers, subject to revocation at any time by the SHERIFF.
- 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 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
- 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 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.

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 Designated Representatives, to the Facility. ARAMARK shall give SHERIFF reasonable notice of its need to access facilities in order that BSCO 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 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 10 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 ten percent (10%) 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 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, the "ARAMARK Proprietary Information") are and shall remain confidential and the sole property of ARAMARK and constitute trade secrets of ARAMARK. The 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. The 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. <u>Net Sales</u>. 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 and authorized returns. The parties agree that SHERIFF shall receive a commission on Net Sales based on actual weekly sales at the Facility as follows:

Net Sales Commission Percentage Up to \$999,999.99 42% \$1,000,000 and above 45%

- B. Subject to Paragraph 4.10, ARAMARK guarantees a minimum of Three Hundred Thousand and No/100 Dollars (\$300,000.00) 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 the 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, GO-Cart, Retail Promotions and TouchPay programs as agreed. Promotion" 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. <u>Payment Remittance</u>: All period commission payments shall be sent to the Fort Bend County Treasurer, Fund: Sheriff's Commissary Fund, 301 Jackson, Richmond, Texas 77469.
- F. ARAMARK shall fund the cost to install all kiosks in inmate living areas on the effective date of this Agreement, in the amount of \$320,000.00 (in the event the kiosks cost less than \$320,000, the balance of the \$320,000 investment will be

earmarked, upon mutual agreement by ARAMARK and SHERIFF, for other commissary-related equipment at the Facility), hereinafter referred to as "Financial Commitment," in order to allow inmates to order commissary items from touch screen kiosks. Any equipment purchased by ARAMARK on behalf of SHERIFF shall be purchased as a "sale-for resale" to the Fort Bend County Sheriff's Office. SHERIFF shall hold title to all such equipment, except for items which bear the name of ARAMARK, its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. The Financial Commitment shall be amortized on a straight-line basis over a period of 3 years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason or no reason, prior to the complete amortization of the Financial Commitment, SHERIFF shall reimburse ARAMARK for the unamortized balance of the Financial Commitment as of the date of expiration or termination. The parties agree to review the amount remaining on the amortized Financial Commitment on December 31 of each year of the Agreement to ensure that both parties are aware of and agree on the amount invested for that year, such agreement shall be memorialized in writing and signed by both parties. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to ARAMARK.

G. 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: Major Thomas E. Goodfellow.
- 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 fifteen (15) calendar days to cure any failure to perform under this Agreement. Upon the completion of such fifteen(15) 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, expense and 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 upon reasonable notice; (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 & 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 13-054 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 or 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 its employees, employees of SHERIFF in any form or type.
- 12.02 The parties agree that nothing contained in the original RFP 13-054 (and any amendments), ARAMARK's response to RFP 13-054 or this Agreement shall be deemed to construed as creating a partnership or joint venture between SHERIFF 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. The parties acknowledge that said information is subject to disclosure or protections from disclosure under the provisions of the Texas Public Information Act, Texas Government Code Chapter 552. Notwithstanding the foregoing, in the event that the SHERIFF receives a Public Information Act request from a third party for any materials that are deemed proprietary or confidential to ARAMARK, the SHERIFF shall advise ARAMARK of such, before releasing the materials, in order to give ARAMARK adequate time to consider whether any exceptions to the Public Information Act are applicable within the statutory requirements of the Texas Public Information Act.

SECTION XIV INSURANCE REQUIREMENTS

- 14.01 <u>Insurance</u>. ARAMARK shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum 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. ARAMARK shall cause its insurance companies to provide SHERIFF with at least 30 days prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. ARAMARK shall obtain such insurance from such companies having Bests rating of A- 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. 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 our of the business operations of the policyholder.
 - C. Business Automobile Liability insurance with a combined Bodily Injury/Property Damage limit of not less than aggregate\$1,000,000 combined single limit. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - D. 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.
- 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.

SECTION XV INDEMNIFICATION

- 15.01 ARAMARK COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS THE SHERIFF'S OFFICE AND THE ELECTED OFFICIALS. EMPLOYEES. OFFICERS. DIRECTORS. **VOLUNTEERS** 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. REPRESETNATIVES 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 LIBAILITY 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 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 is 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

ARAMARK Tower

Mark Adams, Vice President

1101 Market Street Philadelphia, PA 19107

B. If to Sheriff:

Sheriff Troy E. Nehls 1410 Williams Way Blvd. Richmond, Texas 77469 Fort Bend County Purchasing Department Gilbert D. Jalomo, Jr., CPPB 301 Jackson Richmond, Texas 77469

17.03 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 <u>Assignments and Subcontracting</u>. 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 <u>Governing Law</u>. 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 <u>Waiver of Breach</u>. 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 <u>Severability</u>. 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 <u>Effect of this Agreement</u>. 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 <u>Survival</u>. 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 — Products and Price Index, Exhibit B - ARAMARK'S Response to RFP 13-054 and Exhibit C: RPF 13-054, 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 contract and any amendment thereto; (2) Exhibit B - ARAMARK'S Response to RFP 13-054 and (3) Exhibit C: RFP 13-054.

SECTION XX EXECUTION

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

FORT BEND COUNTY SHERD F: Troy E. Nehls	8-6-13 Date
ARAMARK Correctional Services, LLC	7-30-13
Signature	Date

Printed Name & Title: Mark R. Adams, Vice President Finance

Attachments:

Exhibit A Products and Price Index

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FORT BEND COUNTY JAIL

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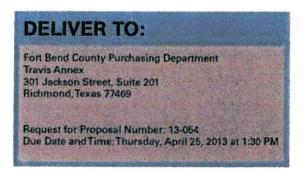
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Exhibit B ARAMARK'S Response to RFP 13-054

THIS IS A SEALED BID PROPOSAL FOR COMMISSARY SERVICE MANAGEMENT

Fort Bend County Sheriff's Office



CONTACT: EDDIE NORIEGA



Correctional Services

2300 Warrenville Road Downers Grove, Illinois 60515 Phone: (832) 771-8853

Fax: 16301 271-5758

Web: www.aramarkcorrections.com Email: noriega-eddie @aramark.com





CELEBRATING CIVER 35 YEARS
OF SERVICE TO PUBLIC SAFETY

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2300 Warrenysie Road Douners Grove Ju 60515 (630) 271-2000

April 25, 2013

Debbie Kaminski Assistant County Purchasing Agent Fort Bend County, Purchasing and Contracts Division 301 Jackson, Suite 201 Richmond, Texas 77469

Dear Mrs. Karninskii.

ARAMARK Corrections: Services is pleased to provide Fort Bend County Detention Services with our technology solution as well as our financial proposals for REP No. 13-054 for Commissary Management Services.

We have constructed our response by considering the needs of the Fort Bend County Detention center. Our response demonstrates our desire to help Fort Bend County achieve its goal of implementing a robust technology upgrade while continuing to maintain a high level of service; we believe our proposal will satisfy both of these goals. We also would like Fort Bend County know that we heard your team in terms of how to respond to the RFP, we kept it short and were specific about our services and programs, our hope is it demonstrates how ARAMARK will operate your facility as a partnership.

We would like to point out that our approach may look much different than the response of our competitors. It is meant to be that way. We pride ourselves on being the only commissary provider in the industry that focuses on retail strategies that **increase sales revenues** and ultimately commissions for our partners. As the only respondent with retail expertise, we believe that our approach will provide the best overall value for Fort Bend County.

Our proposal concentrates on using technology, retail and marketing strategies, brand name products, and e-commerce solutions to increase inmate satisfaction and revenues for the County. This is why you will see that we have proposed the use of klosks for commissary ordering, our Connect Mobile Go-Cart solution, and a Fort Bend County specific menu approach. These solutions are how we are able to project more than thirty percent increase in your commissary and inmate package sales in the first year of operation. The sales increase will not stop after year one. We will use focus groups, inmate and family surveys, and new product offerings to continue to increase sales each year.

PRICING OPTION 1

900 42% Commission 1000 44% Commission 1100+ 47% Commission

Guaranteed \$300,000 00 commission paid to County Fort Bend County will receive the higher dollar amount of commission percentage or guarantee.

Example \$1,300,000,00 in sales at a 47% commission would generate commissions to Fort Bend County of \$513,000,00.

ARAMARK would be responsible for all labor excluding inmate labor in the commissary operation



CELEBRATING OVER 30 YEARS

OF SERVICE TO PUBLIC SAFETY



2300 Wasrenville Road Uowners Grove 1, 60515 (630: 271-2000

PRICING OPTION 2

Guaranteed commission \$300,000,00

See attached ment, for the cost of product to Fort Bend County and the suggested retail selling price to the innates by product. Assuming there is no change in demand, the costs and suggested pricing for this ment, will give Fort Bend a lower product cost percentage than their current commissary menti and a higher raw profit number than Fort Bend is currently driving. This option is designed to give Fort Bend County a comparative commission of 47%.

Both options include a menulified was created using market prioring for products. These prices are similar to what an average person would pay in a convenience store in Richmond and the Greater Houston Metro area. The menus and prices are also aim far to Bexar County Cetention Center and Colin County Detention Center.

In addition, we also are proud to be a proven partner with many other Texas Counties, ARAMARK, understands the value of partnership and will support Fort Bend County to implement a tremendous technological change, our facilis will not only be to install but provide the training needed for a smooth conversion.

Sincerely

Eddie Nonega

Director of Business Development

Eddy Moraga





PRICE

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OPTION 1

Population	Commission Percentage
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Example: \$1,200,000 on in sales at a 47% commission would deherate con massions to Fort Bend County of \$611,000 on

ARAMARK would be responsibly for all labor excluding inhibite labor in the commissary operation

OPTION 2

Guaranteed commission of \$300,000,00

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PAGE 2.1

FINANCIAL/LEGAL PLAN

ARAMARK Correctional Services has developed the following financial plan that addresses, in detail, the needs of Fort Bend County Sheriff's Office. The obtainable timite development at this pear are as follows:

NO JOINT VENTURE

It is agreed that bottong, cortained or this proprisance, esciting contract will be deemed or each treed as treating a participance of the time between first bench County Steem's Office and any other carry, or couse either party. The observable in any way for the debts of no againers of the observable. ARAMARI, will perform the risony lies as an independent of contained contained become will be constained as a contained and are constained as a contained as a contained as a contained as a contained when the observable and the players of Ferrit County Steems Office contained the observable and county steems.

TERMINATION

- A TERMINATION FOR CONVENIENCE. Either party may terromate this Agreement for convenience at any time during the term or any one-wall or extension upon mostly 1901 days notice to the other party.
- El TERMINATION FOR DEFAULT is their party may terminate this Agreement upon a preach or default of this Agreement by the other party, which is not cuted within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the outure of such breach or default.
- C CONSEQUENCES OF TERMINATION: If the Agreement is terminated under any circumstances, the Fort Bend County Sheriff's Office shall pay ARAMARK for all services provided by ARAMARK up to anit including the date of termination at the rates and writer the payment periods set forth in this Agreement. The Fort Bend County Sheriff's Office's schooled to pay for services provided shall service the fermination or expiratory of this Agreement.

Upon the expiration or any torsension of this Agreement, the Fort Bend County Shortf's Office agrees, if requested by ARAMARIX, to purchase ARAMARIX's asable inventory of products and supplies. The purchase price for successions that he ARAMARIX's invoice cost.

MATERIAL ADVERSE CHANGE

The licandal attangements in this Agreement are based on conditions existing as of the Effective Cate including any representations regarding existing and future conditions made by Fort Bend County Sheriffs Office in connection with the negotiaton and execution of this Agreement. It such conditions change due to causes beyond ARAMARK's nontrol including, but not finited to, a change in the scope of ARAMARK's sorvices, a decrease in the Facility's offender population on the availability of offender labor, efforts to organize labor, increases in food, fuell equipment, of these and supply costs, Federal. State and local sales, and other taxes

ARAMARK

and other operation costs, a change in Federal State and local standards regulative to be common laterals and regulations of other unforebeen external manet conditions, also de AFAMARK's control, then ARAMARK small quie Fort Bend County Shorth's Office wintermotics of saction crease of change, and own in thirty 100 calendar dawn after so chootice. ARAMARK and Fort Bend County Shorth's Office establishments agreed appear and to always, to office the empart of the increase and large, which mount calends may include any or along boration of the following an exposition of the ARAMARK's principle in entering or mountains to the product offering in one or a, or mountaines to ARAMARK's scape of sary age.

INDEMNIFICATION

ARAMARIA across to detend indemnity and bord harmless the Forr Bend County sherich bittle. Its orthers will be open age it also set and store it that third perty personal coaners acred to the gross regidence or ARAMARIA. It is before an elect the services defined to the Agreement und to pay all diam's partiages, add ments legal courts, adjusted feed and attended feed in the retain flowever it is expressly understood that ARAMARIA shall not be responsible for famades in pines. Inside or across caused by offenders or the Fort Bend County Sporths. Other its employees, adents servines or observe discondent contractors. Notities any or the fort Pend country Strenders (office) except legales, agents increasing a contractors from any otherders are or widther deemed to the agents on employees, agents, networks of contractors from any otherders are or widther deemed to the agents on employees of ARAMARIA and no rate if yield will be on great by ARAMARIA to such persons, except for body yielding to sum persons caused by ARAMARIA sprops need gence. The Fort Bend County Sheriff's Office agrees to detend indemnity and hold ARAMARIA harmless from any habitity. If no by or through such persons against ARAMARIA. Each party shall promptly to diff the other of any case, for where operating carry and thave the policy hold and shall cooperate with the other party in the defense of such carry by table to the other party for any loss of our noise, business interruption consequent at special indirection printing damages.

FINANCIAL COMMITMENT

ABAMARK shall triase a filantical commitment to Fort Bend Country Sheriff's Office at an amount up to 5320,000 oblithe i Financial Commitment. Fort Bend Country Sheriff's Office agrees to invest the Financial Commitment in technology at the Fort Bend Country Deter ton Center. Any equipment our chased by ARAMARK on Fort Bend Country Sheriff's Office shall shall be purchased as a "sale for resole. It the Fort Bend Country Sheriff's Office shall be purchased as a "sale for resole. It the Fort Bend Country Sheriff's Office shall be purchased as a "sale for resole. It the Fort Bend Country Sheriff's Office shall be purchased as a "sale for resole. It the Fort Bend Country Sheriff's Office shall be purchased as a "sale for resole in the Fort Bend Country Sheriff's office shall be purchased on any rid its logic service matrix or trademants or although one shall be appropriate tax exempt certificate. The Forthead entity and writiphowde ARAMARK with a copy of the appropriate tax exempt certificate. The Forthead controlled of the abundaged on a straight the basis over a period of years our mercing upon the effective date of this Agreement. Upon expendition of the Forthead of this Agreement by either party for any reason whatspeyer profit to the complete amortivation of the Forthead. Commitment

ARAMARK
Companya Service

Fort Bend County Sheriffs Office shall remitted a ARAMARK for the unabout zed beamed or the financial Council threat as of the date of expiration or fero platforch by a flar over out or bried interest as of the date of expiration or termination. Such interest of acad or entry the effective date of this Agreement at the Price Benedictive percentage points per incluming combuted earth accounting period or the dealying palance in this event so the impossible owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or terminating. For Bendick outly Sheriffs Office agreed to pay interest or such advisor is at the Price Bate prositive percentage or its portential compositions to only interest or or or termination, until the date paid five agreed at ARAMARK to charge in torontic bute payment be shall not be construed at a wayyer of ARAMARK's right to these explainment of dividuces is the 130 days of the involve endate. Any point or in the Fernand Cognition at the final vote expension of earlier termination of the Agreed end of all devention ARAMARK.

BILLING AND INVOICING

ARAMAR's Correctional Services will alveste from Serial County Shiptit's Online as the end of each week/months. It would contribusary processive, because the contribusing behavioral.

INSURANCE

ARAMARK Correctional Services will provide the levels of discreme set forthmattle specifications, except as provided a trus Proposal ARAMARA (Little: total Services has provided a certificatives of insurance evidencing appropriate coverage.

REMITTANCE INFORMATION

Fart Bead County Shert's Office was renot payment within the exist gays of relegation byologital

ARAMARK Correctional Services P.D. Box 406019 Apartal Georgia 30384 6019

PRICE, PRODUCT LIST, AND COMMISSION PERCENTAGE

AHAMARK shall pay to the Country's commission of Net Sains of all products. CONNECT Mobile (Care and Frest Flavorites, but shall exclude (a) at sales of tobacco products, stamps and pre-stamped envelopes, pre-baid temphorie calling cards or any other telephorie sales, debit hards, and indigent Froducts and total any applicable sales or use tax.

Our product and price list follow. Prices do not include tax, Items to at are taxable are macked with an ascense on the list.

PAGE 2.4

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ARAMARK

TECHNICAL

Fire Testings on Entireptical is a local transposition on the graph open space get the response of a compround for the discontinguation and then the argument of the premise. For in section of the commentation of the contract at Many over the move of the terral course attacked in Attribute sales a acts and in target of easy-science educates and in the constant with the first of the common to the first constant of a figure to be constant. Burghous with a secretary the sole of a gr

OPERATIONS PLAN

CONNECT BEYOND COMMISSARY

ARAMARK is built on the promise of high-touch service.

Whether it's in a school, hospital, college, arena, or correctional facility in the U.S. or around the world, ABAMARK works made out clients, homes. This allows us to listen botter to their every hanging needs, ask the hight questions, and solve our clients, problems better and faster than long-distant service providers. It helps os Lections true partitiess; we do note than get deliver commissely

Retail disciplines work as well in correctional facilities as in any other retail service

The "Four P's" of retail philosophy drive ARAMARK's unique approach to commissary. Otherwises and their fairtibes, liveted with their warehalf werdon travershall they want livrien and where they want it they will chause not to spend the mones

Right Product

It's critical that offenders can buy the products they want with the quality they expect. It are istry we have decided to focus or the practical protocits. We arrow the manufact rein stand behavior the quality and ends steney of the products they offer. Many private label broaders vary too or of the histori ARAMAHK si standards.

New product introductions also heighten offender interest in commissary. ABAIMARK SUPPLY chain and the serior director of field marketing and his team are constantly sourcing the larest liber crands and items so we han present them to the facility for potential inclusion in the menu

PAGE 3.1

Right Price

Prices have to be fair and based on market basket pricing. Convenience is to expend to the term or ark for nontrinessary items even though ARAMAR's a Contraction. Service Prometo afters more than a cistore. ARAMAR's selects and paids orders to the operate request of the natividual from the manufaction, and delivers the order to the orders should

· Right Place

The product has to be there when the offender wants it. If court to some it also somewhere a sattled in a perfect waveloade when while our systems keep order ended to a report with a wave transportation from trong the nearly warehouse. Sales may coincide up rost roll mixed.

*Right place" also means making it easier for families to deposit money and purchase quits for the nacro row going them that power at terme or at work. The inight place into them makes it easier to support the review one.

We make it easier for offenders to order through appropriate technology and simplicity of process. For example, using the power of influeNk local in pod ordering kook solution, drives sales and fielps, improve officer work environments. When increases and collect palarities and receive their parchases more quickly, the entire facility benefits.

Right Promotion

The right incentive encourages offender commissary participation and increased spending. Even offenders who are indigent often receive money from family and friends when they see items they want. Promotions can be temperary protected intons, seasonal tems, borrus programs, or awards rewards.

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CONNECT Beyond Commissary starts with understanding the needs of each of the three key customer groups:

THE FACILITY

ARAMARK starts with your facility needs New facility needs

- Budgetteret
- · Technology that we take and is incoming qual-
- I'm provinced extreme readings.
- Addity to other affectives you are marginized transportation only to you.
- · Rod in hig paper in visit had to
- · Therefore is test the read parties of a continuous money

ARAMARK's programs will deliver against these needs. Our focus is or delivering fruit touch service, which we the service is provided on site or off site of the proposal reflects the service strategy specified in either scenarious site or off site in program, which is upaned our commitment to right town service.

THE FAMILY

ARAMARK understands that families and friends of offenders have needs and are concerned about the welfare of their loved ones. We are constructed to finding ways to make it easier by giving theirs the ability to

- Make deposits at any time at the fusility.
- · Make deposits remotely from a computer or telephone.
- · Use a credit card, debit card, shed, or sash for deposits
- Serial right to allowed one in the facility to show their support.

Traveling to the family and standing it lines to trace a trust fund deposit is time consuming and expensive to them. Touchéaviservices and iCare programs change that

SW WORK HER SUNDER THE TEXT OF THE PERSON OF THE WARRENCE WAS A STREET OF THE WARRENCE TO SELECT THE THE TEXT OF THE WARRENCE TO THE WARRENCE

THE OFFENDER

ARAMARK understands the offender has needs. With limited finids, they want to get the about for their more. Therefore, they want the about to

- . Choose hexago pon pranos at fair prices
- · Get problems results again by
- Save groney through "sales" a promotate.
- · Invalence temporary makes
- Plannase fresh that, restaurant quality freed items, such as pre-sebara-roller aiza, as long as the sill behaviors are appropriate.
- Place their underside of supplied method registered by Tale 22 in thick ordering through an inpactive as negligible scan torms, or threat paint asystrom APAMARIA's proprietary. Connect Mobile:
- Simplify the process of receiver a presvers to questions concerning deposits, parameter, and grievances using the report yield.
- · Leath shills they can ask to be a find employment when released

As added value on issues are lessified to all young adequations answered in all trials fashion, the worst accepts for more than your officers, hipposes gramstically

PAGE 3.

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CONNECT TO YOUR FACILITY

You have needs. Your officers have needs. Your staff has needs

- · marriage to their grantates
- Entranced custody and security
- Application in that behavior
- · Budget select

When offenders receive the quality commissary items they ordered and bush resolution to any problems. The control to drive the environment is builtied a more stable. It's an easier is again to work for your officers and a safer place for your staff.

When officers don't have to handle commissary orders, deliveries, or offender questions and complete trape of the period of the

When technology solutions are reliable and user-friendly, they can provide systems that need make your operation run smoother watti potter custody and safety. When technology can reduce paper in your bellity if the leves staff of the headacties of tracking and recording offender activities manually.

When you can help your officers get more out of every dollar you provide for equipment needs, their morable improves. Equipment and indicans that are high quality tast larger and build price in your organization man shows.

FACILITY

- Weide Commissary service
- Off site commissary system.
- · CORE software solutions for sean less integration
 - · Warehouse river dury management
 - · Forit of sale
- GetAway Cafe officers, dicing room.
- Imtaker kilosk
- Debit release card

PAGE 3.5

Will.

ARAMARK

ON-SITE FLOW OF WORK

Inside COMMISSARY

Working inside correctional facilities for nearly 35 years and observing the frustrations with commissary providers helped us redefine our approach to the commissary market. Offerers are carraged with questions also at orders because and decay as to making the higher event not excite us not taken because the recollection species two injudiciance crowdets. Finance label drands as not move in the promise of marky or completeness to be differed by notification of the promise or marky discounts to except the result. In the result, in the providing discount in a provided promise and the label or commissary. The result, in the marky discount of any order of the providing discount or any order or any one so or commissary.

Building on many years of commissary success, we have "gone beyond" to re-engineer the commissary marketplace to a newer, robust, retail-driven model that is more secure and proven to drive inmate satisfaction and commissions. Powered by the latest hover one technology, an ARAMAR's consistency is the attention for work on the install, with national brands, rotal promotions, and spread interes.

INside COMMISSARY BENEFITS

- instanced security because the concassisary team in on site in appletely subject to the second processes
 and procedures of the facility, and trained as part of the facility operating team.
- Minimal grievances due to raster delivery turnaround and on the spot order resolution
- Mondral space requirements (Typically, this de Control spacy can be poetated in as intrellas a text): foot atomic
- Stational brands and setal promoteins that drive uttender satisfaction and improved commissions.
- Offender workers it at IMs te Comminisary who gain valuable retail and ward close shots they can one to find work upon release.

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PAGE 3.6

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ARAMARK Correctional Services' proposed plan of operation assumes the full responsibility of the commissary packing operation and delivery of inmate commissary orders. Following are the steps of the process.

- The Commissions will be contained with street adjusted a to the security provisions or hart Band County.
 Short the Office.
- 2. Inmate coper Simils will be distributed and collected by ARAMARK personal et
- 7. Introdes 1000 tilefood ender fotens will be entered into CORE, ABAMARIA's proprietary software, or this facility in managers and systems (MS) along a to duality served on a enougher of the frame. Choose and larged scanned or forms that against or provide many, entered more than a up a population of a contracted sample and entered to a provide scanned for manually a provide contract.
- Controlls sary in tights is still to the doctriner stellar, and delivered to the interestes on a mutually earlier direction.
- 3. Atwosped form sold to all allied to the bad
- 6. The online will be delivered to the innates by ARAMARK persorner
- 7. The orders will be characted by the receiving in mate who will object the order and then significant forces to will line copy returning to the ponentiality.
- B. ABAMARI, employees will work closely with your facility administration to ensure we are attaining your boals and operationed their satisfaction.
- Fort Band County Shories Office will provide ARAMARK with network accessionty so that approximate information can be obtained for each immate in order to manage the programs.
- 16 ARAMARK with the decomprehens CORF commissacy settware as part of the project. It can extrem the robidaced to the facility on alle feet fund software to obtain our ate balances of their be used as the fact for the facility.

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PAGE 3.7

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OFF-SITE FLOW OF WORK

ARAMARK Correctional Services' proposed plan of operation assumes responsibility of the commissary packing operation and delivery of inmate commissary orders from our off site warehouse. Further transfers in the process

- There is non-seaty with the operates with strict a tremer term, the security provisions of Frag Reng County.
 Steelins Office.
- 2. Fernate suder topics well beaustrationed and collected by APAMARIE page one
- 3. Initiates blied octains wild be a appear at the tailing stockhall ASA sign screen, software COHF on a minutely appearance course.
- Countries and promises well be teapped, sea entiend descended to the facility of learning year-earlier of educe of least cone a week.
- 5. Altwo-part form was selected to the bag
- 6. The orders will be delivered to the rimitates by ARAMARIC employees
- 7. The orders will be checked by the receiving remale who will signifive need pts, with one copy retorning to the increasery.
- AFAMARK commissary employees well work closely with the facility agrice stration to ensure we are abain for your doals and everall clean satisfaction.
- 5 Fort Bend County Sheriffic Office will provide ARAMARK with net work access birty so that appropriate informations can be obtained for each inmate morder to manage the program.
- 10 AFAMARK will use its CORL commissaty and interface to the fedury or management system.

SERVICE

Service is the key component of our program. ARAMARK personner are trained with a customer service forces, which in proves oberational efficiency predictability, and increases noticite satisfaction. Our reams associates are trained to thoromorphy orderstand ARAMARK systems, accounting provesses, workpace satety, and inmate supervisors. Our program will most facility objectives and provide an increases—consiste the land efficient operation.

INMATE ACCOUNTING FUND

If sufficient funds are available in the inmate's account, the inmate's order will be filled. All merchanges sold during performance of these services will be of pure and gons queets, and the price charged will be ensorable and solbrect to teview from time to time by Fort Bend County Sherift's Office. Bring will be forwarded to Fort Bend County Sheriff's Office as in utually agreed. Our preference is to find weekly.

ARAMARK

Forestera server

RECORD KEEPING

ARAMARK will keep a complete and accurate record of all gross sales of merchandise records for a period of one year after contract termination. After ords and blooks veptity ARAMARK in relation to the perhitroring its services widths specific to the copied on and acids of Fort Berg County Shanft's Ordine and to agents doing contracts with respect to be seen and apart from any records ARAMARK incompletion of contract on with other purposes of termination.

COMPUTERIZATION

ARAMARK will provide hardware and software as required to manage the operation. Our software wall positionate to the first Bendulous Shouth's Other socured particular system and is discussed as decay at the Shouther of the propose.

INVENTORY

ARAMARK will stock the commissary with the agreed-on selection of items. Our primary products will be quality brand-name items. A ritems carried matter will be approved by Rich Berd County Shenths Office ARAMARY will residence authorise set goods to ensure successful operation of the commissary and unlessly 190 percent fill rate. Nationwide, our follows are on the than 99 percent. Porchase and payment to enventury and stock will be the solid responsibility of ARAMARK.

INDIGENT PROCEDURES

Indigent orders, hygiene kits, and admission kits will be provided in accordance with the specifications. Typically, indigent orders are heading in one of two ways: the value of transitions can be charged to the faccity at an agreed on truce or the cost can be god inted from the commissions. ABAMARY is completely headform true process.

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CORE(SM)

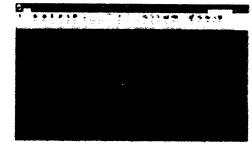
BEYOND THE COMMISSARY STARTS WITH YOU.

Our team of highly qualified support personnel will work with you to configure the CORE trust accounting system so that the terms you use remain in place and the system will enhance the operation. Your settlefactor is an asystem that there is no instruction of the set of the

CORE POWERS BEYOND THE COMMISSARY

CORE for was as the foliotistich for ARAMARE's Connect Solutions and is designed with the following

- · General edger according with automatic dual edity
- · Ability fiction in maniples and a courte
- Cast: travver balacking system.
- Collects and saves merale significant
- · Ability to display inmate mud shelp
- Ability to interface with tingerprint databases and display on screen.
- Handles multiple remate restrictions based or medical, security and disciplinary factors
- · Allows bebt collection by phony
- · Compatible with Positive Pay
- GAAP c, exposed
- Ability to resimpt unctions by liker or weekstation.
- · Integrated property management module
- Beguites passwords of at least six characters iPasswords must have a maximum diciation of 180 days and the system prompts the user to change the password.
- · Terrorates the sess on after five minutes of machinity
- System, security that regimes the about to utilize Active Directory
- · Provides backup capabilities to include oriente and off-site backups.
- Redundant to reduce downtime
- Supports more than 50 concurrent users



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ARAMARK

Bullion Control of the Control of th

- · Provides a paper assignant trail
- Uses Manasoft SQL Server 2006 Distablish and developed in the Microsoft conflorm.

CORE PROGRAM OVERVIEW

CORE is ARAMARK's proprietary software system. CORE was designed with the assertance of law entercaped agencies to better meet your banding property from and commissary fixeds. The corector and arryis most outcomes out on is the backone of ARAMARCS CONNECT commissary offerings.

- Contently instance 1 in more than 80 facoties
- Intertaced with incoexition 30 calimate operated systems of AS and impate in anagement systems of 45s.

CORE provides property room, banking, inventory control, and point-of-sale functionality. It is a Microsoft Wendow's passed program, than is estal 50% database engine. If this is used to early and design eather and errors review daily operation.

SECURITY

CORE has been designed with a sophisticated security module. Users are added to the system and are assume another to each software foration based on their user level. CORE can also be tribled to most entermise security modules, such as Antivo Directory.

STANDARD INTERFACE

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

CORE has been developed in modules – PRISON, which is the trust accounting and inmate banking operation, and WAREHOUSE, which takes care of inventory control and point-of-sale processing. This approach allows for costoner specific neployment control reserves.

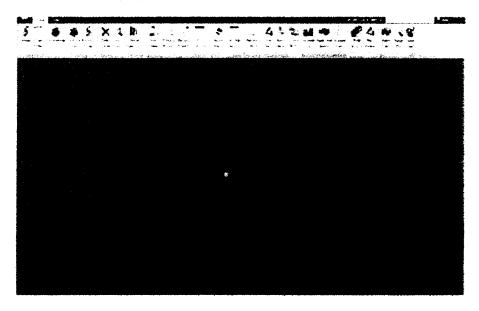
CORE can function in a stand-alone or networked environment, it is capable of continuing across most licear or wide area network it ANAVAN, configurations. This allows for quotiand are unate common matter, between the front endbacklends.

ARAMARK

POSITIVE PAY

Positive Pay is a check verification system that is processed through the facility's trust account's bank. APAMAPox's CORE systems valique enter a fire that tests all of the others to be processed for the prior day. The time make was that performs the processed of checks will apleau the fire to the bank's website on a day base.

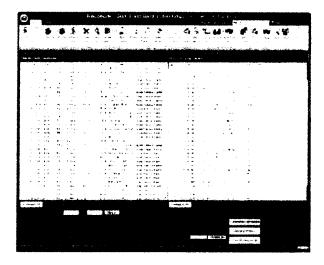
TRUST FUND AND INMATE BANKING



- Fasy to use screen designs using the latest Wiedows technology.
- High-performing and sparable architecture using Microsoff SQL Server 2008 and Visual Strong Not 2008.

BANK RECONCILIATION FEATURES

- Ability to manage multiple bank accounts.
- Biometria, mug shot, and electronic signature capability.
- Full general leager capability
- User-friendly bank reconciliation with auto-detect for out of palance



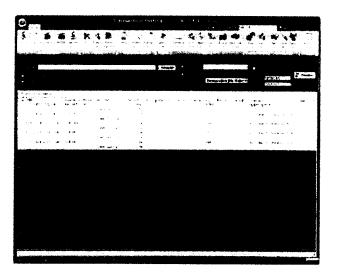
- Complete cash drawer system for multiple workstations and users
- Trust fund and banking reports generated by Crystal Reports
- Tracking for individual trust fund accounts for inmates, using multiple demographics.
 - Uses permanent or booking D
 - · Ability to restrict or prior tize purchases
 - . Express entry of checks and money orders
 - · Negative balance capability with automatic recovery
 - Debt collection by account, configurable for hierarchical, first in, or percentage debt settlement
 - · Release with checks, cash, or our new debit card system.

ARAMARK
Contributed Services

Full, detailed, and accurate inmate account augit trails and reporting.

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- Monitor all transactions on inmate accounts.
 - Facility fees
 - Medical co-pays
 - · Court costs
 - Har cuts
 - Commissary
 - · Deposits and third-party releases



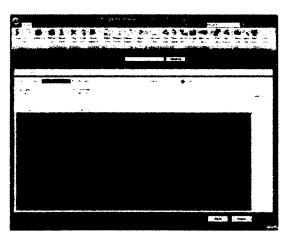
• General ledger account lists easily accessed



PROPERTY ROOM

PROPERTY ROOM INTAKE

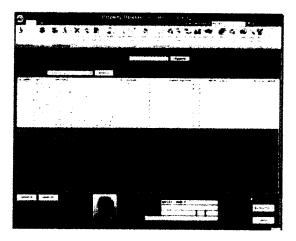
- · Generic item listing
- Custom listing capabilities
- Quick item select.





PROPERTY RELEASE

- Mugishot verification
- · Partial or complete release of items
- Electronic signature capture as part of the permanent record





WAREHOUSE

WAREHOUSE AND INVENTORY MANAGEMENT

This module of the program is critical to our efficient management of the CONNECT commissary operation. We maintain detailed information on our suppliers and the products they offer. The system allows the user to set up prong, and gent eligibility, tax tables for state and lobe government, and commissions, it also provides us with a general ledger section for total inventory on hand, current sales, and the cost of those sales. In addition, 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 our local management keeps the inventory rotated and follows first-our (FIFO) to keep the freshest product consistently fulfilling the orders.

PRODUCT PRICING

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

INVENTORY ORDERING

CORE 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, evels for seasonal trends or special events and holidays.

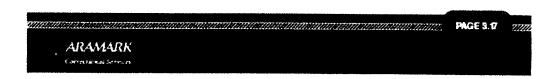
REPORTS

CORE generates a wide range of trust fund reports that can be used by the County internally or for auditing purposes. Additional austom reports are available.

SECURITY RELATED REPORTING

The Surveylance Report is designed to assist facility staff in item-specific purchase information

- See when items are ordered in mass quantity that could lead to hoarding.
- Break up "tank boss" control by demonstrating if a specific inmate has ordered product in the past and the quantity ordered.
- · View housing unit purchasing patterns.



LOST SALES ANALYSIS

Assisting local management in the analysis of inventory trends to eliminate product shortages.

- Full year period/month tracking of shortages.
- Current period/month data captured weekly.

COMPONENT USAGE

- . Designed to provide local management with a snapshot of the operation
- Product sales volumes
- · Pricing information

ARAMARK
Conectend Service

HARDWARE AND SUPPORT

HARDWARE

The following hardware components are typically provided by ARAMARK:



- Dower Edge server, rack mount or tower (Components will be defined based on number of users, database size, and so on);
- Optipier workstation FCs i3/2 GHz /1 GB FAM/80 GB hard drivet, Microsoft Windows XP Pro, and 17-inch flat panel monitor



- Hewlett Packard 1022 Laseruet crimters for check and report printing
- EpsonTMJ375 receipt printers
- Tripp Lite 1080 uninterrupt ble power supply

ARAMARK will install a redundancy option based on the critical nature of the process and the applications being used. Typical solutions are RAID 5 hard drive configuration, dual power supplies, dual imaged drives, backup solutions, and external disks. Our installation team will meet with your IT staff members to ensure we provide a solution that meets their risk and redundancy standards.

SUPPORT

We at ARAMARK pride ourselves on our support record. We react promptly to any hardware or software issue. A proven support network is in place to analyze and address each type of call. On-site personal are the first line to receive a support call and escalate as necessary.

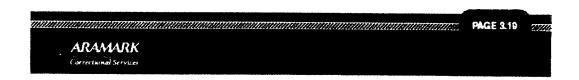
Based on the incident, a commissary support manager (CSM) may be called to address the issue.

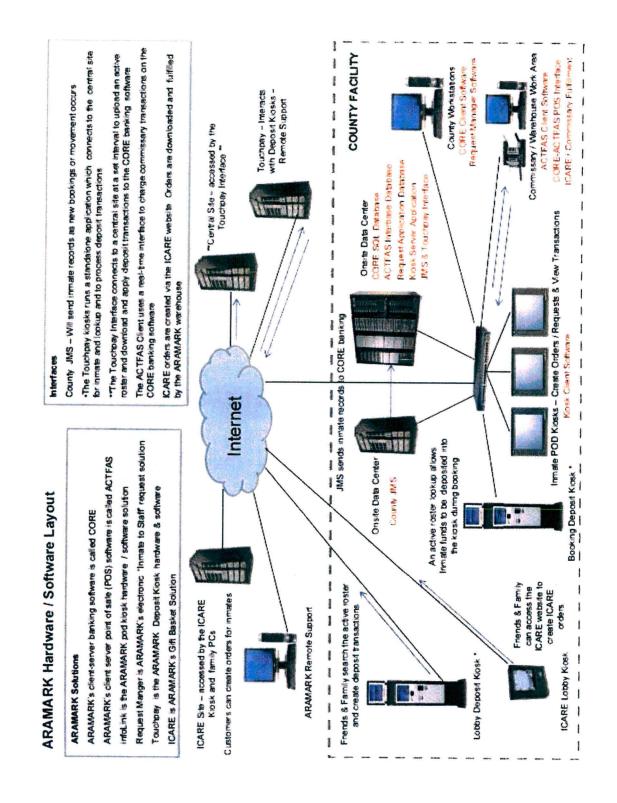
A 24/7 support desk is available to assist in all hardware-, software-, and network-related issues. Remote control functionality allows the support desk to connect and address software- and network-related items.

All PC- and server-related 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-related 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 to the client.





TOUCHPAY INTAKE KIOSK

ARAMARK and TouchPayTM have joined forces to add a more dependable, rapid, and secure way to process offenders at intake. It's a convenient, 24/7 solution that reduces the handling of money, shortens the intake process, and decreases the habilities of cash processing.

LET TOUCHPAY DO THE COUNTING FOR YOU

The TouchPay intake kiosk accepts up to 30 bills at one time while simultaneously processing up to 300 coins per minute, including pennies, nickels, dimes, quarters, half-dollars, and dollar coins. It also accepts Visa and MasterCard credit/debit cards for deposit transactions. The easy step-by-step instructions make using the intake kiosk as easy as using an ATM.



The intake kiosk can also be used for the following options with cash, or with a Visa or MasterCard credit/ debit card:

- · Self-release and bail
- · Prefunding of an inmate's trust account at booking
- · Funding an inmate phone account

INTAKE KIOSK FEATURES INCLUDE:

- · Accepts U.S. currency in bulk and in any order
- Bulk note feeder that validates up to 30 bills and checks for and rejects counterfeit currency
- · Bulk coin acceptor, up to 300 coins per minute
- Simultaneously accepts and counts bills and coin
- Built-in digital camera, no additional equipment needed for monitoring
- · Remote online monitoring by TouchPay for klosk status and service
- Twelve-inch touch-screen that displays additional information and user interface
- · Bilingual touch-screen prompts for easy use
- · Fully secured door with combination look for courier and maintenance service
- · Countertop mount with swivel base for ease of use
- · Bluetooth enabled that allows wireless keyboard option
- · USB ports that allow future expansion
- Printed receipts after each transaction
- Toll-free TouchPay customer service number displayed on all kiosks.
- Courier services and all klosk supplies (provided by TouchPay)



MAKE THE CONNECTION FASTER AND MORE ACCURATELY

Upon each completed transaction, the klosk provides a written receipts to the depositor and takes a picture of the user. The receipt can be placed directly in the offender's property bag. This information, transaction history, and the option to print additional receipts are available on the TouchPay website through the partner/facility login, which only allows access to authorized users.



EASY TO GET CONNECTED

TouchPay's solutions are easy to install, requiring only a standard electrical outlet and secure broadband Internet access. Talk to your ARAMARK representative today about the difference TouchPay can make in your facility





DEBIT RELEASE CARD

For release, ARAMARK offers a NO COST the TouchPay debit card solution to the facility and the former inmate. The release solution was built specifically for corrections and is the most comprehensive solution in the industry, using both hardware and software to provide an easy-to-use and convenient release process, complete with unprecedented security in the transfer of inmate funds.

BENEFITS TO FORT BEND COUNTY SHERIFF'S OFFICE

- · 100 percent free to the facility
- · Nearly eliminates check reconciliation
- · Takes only moments to assign and fund a card
- · Reduces workload on release staff and accounting
- · No more escheatment
- Unload feature that allows the facility to recover amounts overfunded in error



BENEFITS TO INMATES

- Immediate use of funds by released inmate, which eliminates concerns of releasing inmates during
 evenings and weekends without travel money
- . No card issue fee to the inmate, with the first point-of-sale (POS) transaction free
- No reissuance of lost checks to individuals, even if they lose their card, 24/7/365 customer support
 that takes care of everything
- · Instructional information distributed with the card at release and free online account management



CONNECT TO THE FAMILY

Families need to show their support to their loved one; 88 percent of released offenders live with their families after release. A family relationship that strengthens while still incarcerated creates a solid foundation after release. Family support is often financial and emotional—both are needed to impact recidivism.

Families want it to be easier to make deposits into trust funds for commissary. Most facilities have limited times when they accept cash deposits for trust funds. Taking time off of work, driving or taking public transportation, and standing in line at the facility to deposit cash into a trust fund is expensive and frustrating for families. The further away the facility is from their home, the more the frustration multiplies.

Some family members live in different states or even different countries. It's impossible for them to travel to the facility to make a deposit. Yet, they still want to show their support and caring.

Holidays and special occasions are particularly hard for families. The ability to purchase a birthday or a holiday gift can make a dramatic difference on the family member and the offender. As offender morale improves, security and dustody in the facility are enhanced.

Technology innovations can bridge the geographic and emotional gap. Using the computer to access the internet or just a telephone, families can make it easier, faster, less expensive, and less frustrating to show their support for their loved one from across town or across the globe.

FAMILY PROGRAMS

- Care gift bags
- · TouchPay payment deposit systems
 - -Lobby klosk open 24 hours a day
 - -- Telephone and internet deposits



ICARE: FAMILY GIFT PACKAGES

Another commissary approach that distinguishes ARAMARK from our competitors is our robust program for friends and families, called iCare. Our experience is that friends and families want to participate in the quality of life of their incarcerated loved ones. The iCare Program is the perfect solution to offering that support, even when they live too far away to visit. Following is a description of the iCare Program.



An ARAMARK iCare gift bag is a powerful, convenient way to tell offenders they have the support of their loved ones. Using a debit or credit card, friends and family can send packages that appeal to a wide range of tastes and needs, such as snacks, chocolate, coffee, health and beauty, birthday items, cookies, comfort items, and stationery. Some iCare packages revolve around holiday themes, but most are designed for use at any time.

The iCare Program can also be a great way to generate additional revenue and promote a more positive atmosphere at your facility. Care requires no additional work by your officers or staff. ARAMARK handles all aspects of the program. Every iCare gift bag is assembled under the strict control of your security protocols and is delivered directly to offenders with their regular commissary order, usually within one week of purchasing.

The iCare website is user friendly and easy to navigate. Orders can be placed online anytime day or night, without leaving home or work.

- · Friends and family members log on to the 'Care website.
- Users create a new account or use a login and password to access their account.
- . The software searches by facility and offender name to ensure verification of incarceration.
- . The user selects one or more of the packages.
- The user enters credit card information to purchase the package
- The system acknowledges the order, processes it, and schedules delivery of the items.
- The purchaser receives confirmation that the order has been placed and delivered.

ICARE BENEFITS

The iCare Program is a safe and secure way for loved ones to communicate with offenders. Advantages of this program include:

- Offender morale improvement helps create a better officer workplace environment.
- Ease of use for family members reduces staff questions and family frustration.
- Internet deposit security features include capture of email and IP addresses.
- The program provides a revenue stream for the facility.





PROMOTIONAL MATERIALS

ARAMARK has created communication systems for family and friends. ARAMARK distributes postcards to offenders prompting friends and family to make iCare purchases. The program also is promoted with iCare posters placed throughout the facility. Once an iCare account is created, friends and family members receive promotional offers and discounts for select items.















TOUCHPAY: FAMILY DEPOSIT SYSTEM



ARAMARK and TouchPay have joined forces to ease frustrations for depositing funds for an offender via a fast, reliable, and secure process

available 24 hours a day, 7 days a week. It's a convenient solution for reducing complaints, shortening cashier hours, and decreasing liability while increasing commissary commissions. Friends and families can deposit money in an offender's trust fund online, over the phone, or via a lobby kiosk.

Offender accounts can be funded via cash, credit or debit cards, and online checks. A web services interface makes implementation and usability easy. Phone and web deposits can be made comfortably from home or work. Real-time connection for payment processing enables instant updating of balances and transaction details to any downstream systems.

THE TOUCHPAY PROCESS

Deposits are credited to the offender's account instantly, so questions and grievances over deposits are greatly reduced. TouchPay accepts cash, MasterCard, and Visa credit and debit products, and personal checking account deposits as payments. TouchPay processes its online check payments (also known as ACH or EFT) with the largest ACH bank in the country, JPMorgan Chase.

Before the deposit transaction can begin, the offender information is verified with host systems. After the deposit has been made, the customer is provided with a receipt confirming payment. Then TouchPay uses real-time links to ARAMARK's web interface with Fort Bend County Sheriff's Office's hosts and facilitates the updating of offender balances.

LOBBY KIOSK

ARAMARK can provide TouchPay's lobby kiosk terminal, which accepts Visa and MasterCard credit and debit cards. This solution can be deployed in any area where a cash deposit may not be required or needed. It's perfectly suited for your lobby or visiting area.

This terminal incorporates all the functionality, robust payment application, and real-time automated funding and reporting applications as TouchPay's other payment systems.

Lobby kiosk features include:

- PCI-data compliant
- Accepts Visa and MasterCard credit and debit cards
- · Real-time account validation
- · Real-time processing
- · On-demand reporting
- · Pin-pad based interactive interface for users
- Long-term longevity with ease of use



ONLINE WEBSITE PAYMENTS

TouchPay's online payment-portal accepts Visa and MasterCard credit and debit cards for various deposit services. TouchPay provides a secure web-payment server, and the existing infrastructure easily allows additional facilities to be added so they can begin taking payments immediately. Utilizing the existing TouchPay merchant-account network provides instant transaction postings to your back-office reporting system.



Web payment features include:

- Visa and MasterCard credit and debit cards are accepted.
- Users can make deposits and payments from any computer with internet service at their convenience.

- A hosted solution is available to take transactions 24/7/365.
- · The user interface is bilingual (English and Spanish).
- · Friends and family can choose to include a canned message with each transaction.

TELEPHONE INTERACTIVE VOICE RESPONSE (IVR) PAYMENTS

TouchPay provides an Interactive Voice Response (IVR) System, accessible by a toll-free 800 telephone number that accepts Visa and MasterCard credit/debit cards. With more than 20 years of experience in IVR payment-transaction processing, TouchPay is the leader in developing the most efficient, cost effective, risk-free solutions in the industry. IVR transactions also allow instant posting to back-office reporting systems.

IVR features include:

- · Accessible by a toll-free 800 telephone number
- Allows users to make deposits and payments from any phone at their convenience
- · Accepts Visa and MasterCard credit/debit cards
- Instantaneous posting of transactions to back-office systems
- Allows transactions 24/7/365
- · Bilingual option available (English and Spanish)





TOUCHPAY BENEFITS

Usability—Focus group and end-user testing was the basis for creating an experience that is
secure and easy to use. Self-explanatory prompts are given to the consumer during the klosk-based
payment process to prevent fraud through card security features, such as Address Verification Service
(AVS) and Card Verification Values (CVV/CVC).

- Security—Users can be assured of full compliance with all regulations regarding the electronic transfer of funds and the handling of credit card information.
 - -TouchPay is fully compliant with all payment card industry standards
 - —TouchPav is fully compliant with all Patriot Act requirements regarding data security and money is undering issues.
 - —TouchPay can integrate facial and voice biometrics into the system, ensuring more robust security and mitigating risk
 - -Internet deposit security features also include capture of email and IP addresses.
- Reduced complaints and questions—Deposits appear instantly, improving morale for offenders
 and correctional officers. TouchPay minimizes staff distractions, integrated with ARAMARK's
 infrastructure, TouchPay's two-minute transaction converts a formerly manual process to a totally
 automated error-free process.
- Decreased liability for your facility...TouchPay reconciles and assumes responsibility for accepted deposits. The real-time processing engine provides for reporting functionality on different levels.
- Shorter or no cashier window hours—The TouchPay solution frees up facility human resources
 for more critical tasks. TouchPay is always open, so it allows Fort Bend County Sheriff's Office to
 reallocate their piencal and administrative resources to other mission-critical tasks.
- Maintenance—There is no involvement in bank deposits and maintenance to the lobby kiosk by
 Fort Bend County Sheriff's Office. The systems are monitored in a real-time environment and can be
 supported 24/7 from a remote location. TouchPay guarantees any system errors will be resolved within
 24 hours.

ARAMARK
Conducted Service

CONNECT TO THE OFFENDER

OFFENDERS STILL ACT LIKE CONSUMERS.

Offenders have the "right" to buy or not to buy commissary, and it affects your commission. Some claim they are indigent but actually have access to money if motivated. Too often, they choose not to buy at a i. On a weekly average, approximately 55 percent of all inmates make a purchase; however, we don't know how many of those purchase each week.

Like the free world, offenders vote with their wallet, if they perceive value they will buy, and buy more. A vibrant, interesting commissary program drives more offenders to order and spend more on every order. They are brand loyal and have no to erance for making a poor purchase decision when do lars are scarce. Consistent quality is important to them.

New items, promotions, and events make commissary interesting. Change is good in commissary as it brings greater participation, commissions, and offender behavior. The opportunity to save money on a sale helps spread their trust fund dollars. New tastes and new ideas that energize the free world consumer also work inside your facility.

Impulse purchasing works in your facility, too. Trying a new item itaking advantage of a promotion or actually being able to see the items they want and receive them immediately drives sales, commissions, and offender behavior.

BEHAVIOR IS IMPORTANT TO YOU AND YOUR OFFICERS.

An exciting commissary program can be a powerful behavior management program. If participation in specific events or commissary in general is tied to behavior, the security and safety in the facility can be improved.

Offenders want the items they ordered as they ordered them. Orders that are missing items, but of stocks, or damaged goods frustrate the offender and impact their behavior. Your officers have to listen to the complaints and handle the grievances. And, you have to handle the calls from the family members who ded de to insert themselves into the process.

Your officers need powerful tools to drive good behavior. The opportunity to surchase commissary or even pizza and cheeseburgers, if the behavior warrants, can quiet a facility and improve your officers' work environment.

The ability to order easily and get questions answered improves security. Your officers are constantly barraged with questions about trust fund balances, purchase, credits, and deposits. They also have to deal with requests for medical visits, haircuts, grievances, and a variety of other scheduling requests and follow-up. For those offenders who don't read or speak English, the problem escalates and security is challenged. The workery ronment can deteriorate quickly.



VOCATIONAL TRAINING IN WAREHOUSING AND RETAIL CAN CHANGE A LIFE.

Employment can make the difference for an offender after release. ARAMAR's understands this and has developed vocational training programs to help baroless hid jobs in food retail and warehousing/logistics.

Certificates of completion are earned, so the offender can prove training in interviews. These certificates are issued by ARAMARK and associations recognized in the industry; therefore, trying managers understand the quality of the education and the commitment by the offender to complete the drograms.

PROGRAMS THAT CONNECT TO THE OFFENDER:

- · Retail promotions that drive participation, behavior, and commission
- FreshFavorites cheeseburgers and pizza to manage behavior iscourity, and commission.
- infoLiNK in-pod kiosks to make ordering easier, answer questions, and schedule events
- CONNECT Mobile merchandising system that orings the "convenience store" to them.
- IN2WORK training that gives offenders the skills they need to accept jobs in warehousing.

ARAMARK
Correspond Services

RETAIL PROMOTIONS

ARAMARK ENTERPRISE RETAIL EXPERTISE IS THE FOUNDATION.

ARAMARK's strategies for driving sales are proven in healthcare, college campuses, and sporting arenas across the U.S. ARAMARK operates 850 retail locations, with 350 award-winning convenience stores, and generates more than 51 billion in retail sales through innovative retail programs and solutions.

Adding correctional services knowledge to retail knowledge heiped us create a commissary alternative designed to improve your facility's environment by possting offender morale and participation, and increasing your commissions.

ARAMARK RETAIL IN CORRECTIONS DRIVES SALES AND COMMISSIONS.

Special offers on brand-name items increase offender participation as special incentives, and savings help offenders stretch their money further. New items, limited time offers, and reward incentives keep commissary interesting and vibrant to the offender and commissions growing. Not only do more inmates participate, but they also spend more.

RETAIL PROMOTIONS BENEFITS

- Access to new promotions creates valuable behavior modification tool
- Increased participation drives commissions
- · A "taste of the outside" poosts offender morale

WEEKLY SPECIALS

Boost sales and increase inmate satisfaction

- Temporary price reductions on selected items
 - -Value packs
 - -Coffee, pastries, and cookies
 - --Meat and cheese
 - ---Snack attack

NEW PRODUCT INTRODUCTIONS

Ensure that the most popular and best-selling products are stooled in the commissary.

- Most up-to-date items available to the market.
- Replace older slow-moving items on menu.
- Items selected based on information gained from inmate surveys.
- · Gives the inmate something to look forward to

ARAMARK
Correctional Services

SPECIAL EVENT BAGS

Allow inmates to treat themselves when they earn the privilege

- · Behavior modification and reinforcement
- Purchased for "perfect pods" from the Inmate Welfare Fund

- Offered during key holidays and special events
 - Christmas
 - Super Bowl
 - March Madness
 - Fourth of July
 - Halloween











FRESHFAVORITES: BEHAVIOR AND TRAINING TOOL

Offender behavior affects security and the work environment for your officers. FreshFavorites was created to give officers a tool to reward appropriate behavior to enhance security and custody.

FreshFavorites brings popular takeout-style foods to your facility. Paid for by offenders, the program provides strong incentives and positive reinforcement for desired behavior and a welcome break in the daily routine, while generating additional revenue for the facility

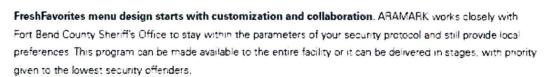


FreshFavorites also is a training tool. As the key component of IN2WORK retail training, offenders participating in the IN2WORK Program at your facility will learn how to prepare and serve takeout food as they would in a retail food environment.

When their behavior warrants, FreshFavorites provides the opportunity for offenders to purchase:

- Pizza
- · Burntos
- Nachos
- Hot wings
- Hamburgers
- · Chocolate chip cookies

FreshFavorites are made fresh on site and can be offered on a daily or weekly basis







FRESHFAVORITES BENEFITS

FreshFavorites is customized to meet Fort Bend County Sheriff's Office's needs. We will align with you to deliver the following key benefits:

- Behavior control—FreshFavorites allows correctional officers one more tier of offender control. Fort
 Bend County Sheriff's Office benefits with fewer disruptions and security-related issues.
- Improved correctional officer morale—Improved morale of offenders positively affects correctional
 officers. Additionally, ARAMARK can make FreshFavorites items available to officers and staff
- Revenue stream for the facility—FreshFavorites purchases can generate a commission for the facility to ease budget issues.
- Improved offender morale—Officers are quick to recognize that this program can be an important
 factor in maintaining offender mental health. Families can provide loved ones with items from the
 FreshFavorites menu via iCare.

ARAMARK provides facility-approved marketing material to drive offender interest. Promotions highlight menu items featured. We review the FreshFavorites menu regularly to discontinue slow-moving items and develop new promotional strategies.



ORDER PROCESSING

INMATE IN-POD KIOSKS

Facilities struggle with paper systems of all kinds. Papers get lost, misfiled, and require space for access and storage. Handwriting can be illegible or misunderstood, and multiple copies of the same document cause confusion and create excessive trash. Once filled out, paper has to be physically moved from one location to another, causing delays.

As paper systems break down, your officers have to deal with inmate frustration and complaints...and that can contribute to officer tumover.

Whether it's inmates asking to check their trust fund balances, schedule an appointment, or file a grievance, processing, answering, and maintaining records requires time that could be devoted to security. As with any paper system, these processes can break down causing your system to grind to a halt.

Inmates frequently ask to review policy and procedure manuals, but hard copies can get lost, mutilated, or destroyed. Updates to policies are frequent, and the cost of reprinting after each revision is expensive.

ARAMARK's infoLiNK is a pod kiosk system that enables offenders to order commissary and can serve as a scheduling program within the facility, helping to facilitate a move to a paperless environment, infoLiNK provides offenders with real-time, two-way communication to facility systems, including the following:

- Commissary ordering
- · Inmate account statement
- Gnevance management
- Inmate activity scheduling (such as medical, clergy, and barber)
- Document display (such as inmate handbook, bulletins, and communications)

The system is easily adaptable to add functionality as your needs change.

The infoLiNK kiosk touch screens are easy to use and are bilingual in English and Spanish.

Our infoLiNK klosk uses proven retail technology and a secure operating system. The klosk requires user logon for security and contains no moving parts for easy access for repairs or updates.





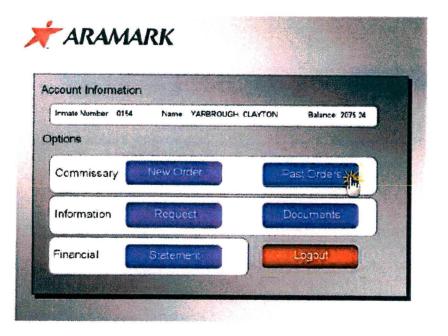
infoLiNK BENEFITS

- · Gnevance management:
 - Automated, allowing faster turnaround time
 - · Tracking capability for command staff oversight
 - · One-level appeal capability
- Used by offenders turn to infoLiNK for their questions, allowing officers to focus on security

- Instant updates to account balances so offenders know exactly what they can order
- Field tested for toughness, featuring high-impact tempered glass, 18-gauge steel-case construction with security screws, and sealed against dust and splashing liquids

Following are examples of infoLiNK screen shots.

MAIN MENU

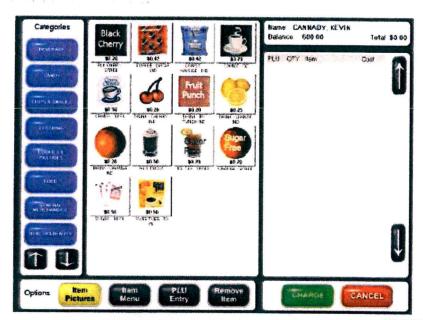




LOGIN SCREEN

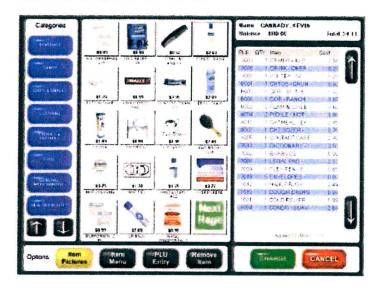


PICTURE ORDERING WITH LIST

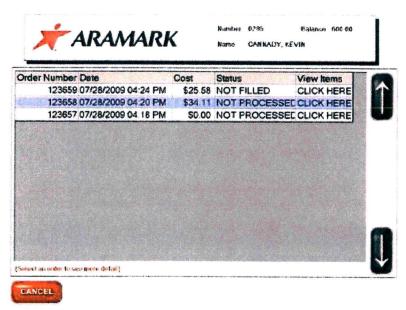




PICTURE ORDERING WITH LIST OF ORDER

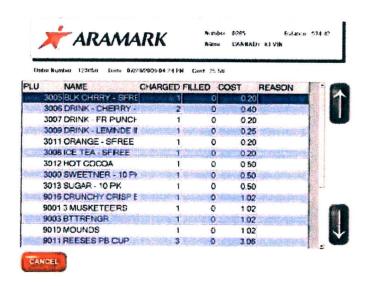


LIST OF ORDER

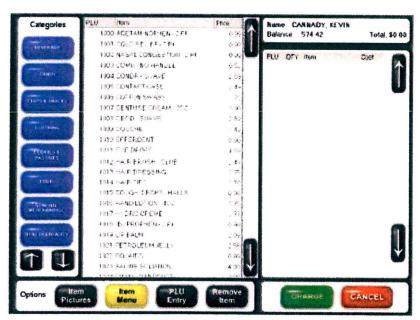




ORDER ITEM LIST

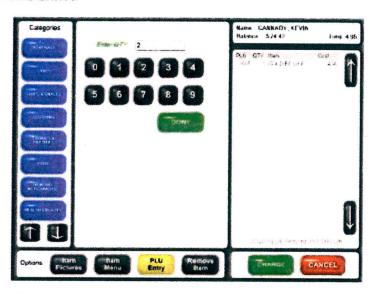


ITEM LIST ORDERING

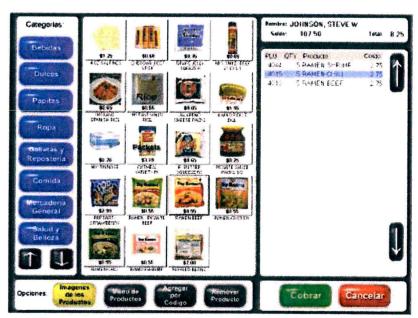




PLU ENTRY ORDERING

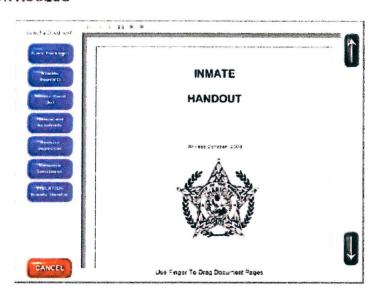


ORDER SCREEN IN SPANISH

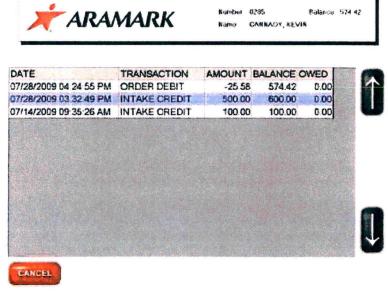




HANDBOOK ACCESS

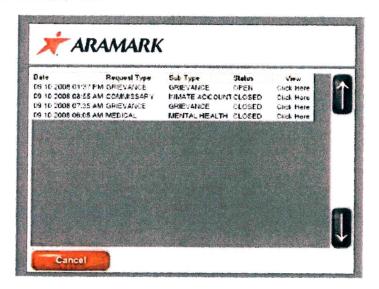


INMATE ACCOUNT STATEMENT





GRIEVANCE MANAGEMENT



GRIEVANCE ENTRY SCREEN





CONNECT Wobile

ARAMARK's CONNECT Mobile is a mobile merchandising system that enables you to maximize the sales in your commissary operation by capturing point-of-sale purchases. Offenders receive their merchandise at the time they place their order, eliminating errors and complaints. Wireless data transmission advises each inmate how much is left to spend so purchases can be made up to the limit without frustration.

Offenders can buy based on what they see and receive their order on the spot. This privilege is an effective behavior modification tool for your officers since commissary can easily be cancelled at any time. Additionally, ARAMARK features primarily national brands and constantly runs retail promotions to increase offender satisfaction and drive higher sales commissions.

CONNECT MOBILE BENEFITS

- · Behavior modification tool for your officers
- · Better morale within the offender community
- Greater sales through retail promotions and impulse buys
- 100 percent fill rate due to instant transaction, reducing grievances
- Handheld scanner and printer that contains account balances
- Extremely sturdy yet easy to maneuver by a person of any size
- Secure and encrypted system
- · Batch interface
- Operates with the current CORE interface
- · Wireless hub at officer stations for security





CONNECT Xpress

Occasionally, offenders want their orders faster than usual. The offender may have arrived at the facility after commissary orders have been submitted for the week. Perhaps a deposit to their trust fund account arrived after commissary orders had been posed. Whatever the reason, if a special commissary ordering need can be met the offender's behavior improves, the officers' work environment changes for the better, and the facility generates greater sales revenue.

CONNECT Xpress allows the offender to pay for overnight service. Just as in the free world of retail, sometimes customers are willing to pay for a higher level of service. The offender can have a similar service available for an additional handing fee.

ARAMARK's CONNECT Xpress gives orders priority for fulfillment and delivery. An Xpress order placed by 11 AM will be delivered to the offender by 4 PM the next day. The offender must decide if the items wanted warrant the additional expense. It's a price/value decision similar to their options in the free world. The menu of items is reduced for the Xpress orders, and we market them in the same manner as our "Care gift bags."

CONNECT Xpress is an effective behavior modification tool for your officers. Officers can determine if offender behavior warrants this higher level of service, even if the offender can pay the additional handling fee. The more risk/reward tools an officer has to apply to the offender population, the better the behavior

CONNECT Xpress BENEFITS

- Behavior modification tool for your officers
- Better morale within the offender community.
- Fewer gnevances
- Improved officer work environment
- Greater sales from purchases not delayed or missed

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CONNECT SRT (SPECIAL REACT TEAM)

When questions arise, a fast solution drives greater customer satisfaction. Sometimes offenders are confused about what they ordered. Sometimes mistakes happen. Beta I professionals know that solving a problem duickly and with high phonity creates much higher levels of customer satisfaction and loyalty.

ARAMARK's high-touch service philosophy demands that we have the physical ability to respond quickly. Waiting for a solution from hundreds of miles away is not right. Waiting until next week's order for the solution is worse. Our employees are available and ready to solve any issue that comes up.

Even physical proximity doesn't help if the attitude is wrong. ARAMARK employees are trained and thoroughly be leve that customer satisfaction is the highest priority in a vibrant retail environment. Timing is orgical.

Equipment to react is needed, including communication systems, vehicles, and personnel. ARAMARK has invested in high-touch service for commissary at your facility.

Fast solutions improve the environment. When offender frustrations are managed quickly, offender behavior is controlled and security is maintained. The work environment improves for officers, and every dollar of revenue is captured.

CONNECT SRT BENEFITS

- Behavior management
- Better morale within the offender community
- Fewer gnevances
- Improved officer work environment
- Greater revenue
- Fewer credits

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ARAMARK
Correctional Services

IN2WORK: SKILLS FOR A FUTURE

ARAMARK Correctional Services understands that employment is a key factor in impacting recidivism rates.



Correctional facilities typically use offender labor to promote more responsionity and provide offenders with job opportunities after

their release. Our iN2WORK (I2W) Frogram is a solution that trains selected offender workers in the warehouse and retail operations and certifies that they have successfully completed vocations, training

The goal of IN2WORK is to teach offenders the fundamentals of working in a warehouse environment. This training program helps them gain sails and experiences that can be leveraged when they re-enter the workforce.

Our IN2WORK Program is comprised of three modules, IN2WORK includes classroom and on-the-job training, and either component can be offered at Fort Bend County Sheriff's Office.

- Module One: Warehouse Basics—This is an introduction module to picking, packing, and other basics
 that are applicable inside a correctional commissary operation.
- Module Two: Retail Basics This module introduces the student to the basics of retail that are
 applied in an ARAMAPK Commissary Program.
- Module Three: WERC Practical Warehousing—The Warehouse Education and Research Council's
 Practical Warehousing Program teaches the basic skills needed to be successful in a warehouse
 career. Upon successful completion, the graduate receives a certificate form WERC to use in
 employment search.

IMPLEMENTING IN2WORK

- Design—ARAMARK and Fort Bend County Sheriff's Office agree on the structure and support that is
 required to make IN2WORK successful.
- Participants—Offender candidates are interviewed for placement in IN2WORK.
 - -Must be at least 18 years old in an adult facility
 - -No physical or medical condition that would prohibit working in a warehouse
- Course—Those accepted participate in both classroom and on-the-job training, including homework
 quizzes, and final exam.
- Workbook Participants receive a student workbook to capture and track their fearning. This workbook serves as a reference tool after the program ends.
- Instructor —ARAMARK facilitates IN2WORK, using a standardized instructor's guide.

ARAMARK

Cottostonal Services

 Certification – Successful completion of modules one and two earns the offender a certificate from ARAMARK and if they we completed the Warehouse Education and Research Council training, a WERC certificate from the Warehouse Education and Research Council.

BENEFITS OF IN2WORK

- Offenders have an opportunity to learn in a structured training program, boosting self-esteem and providing a recogn vable certificate.
- IN2WORK certification may help open doors to employment upon release
- Successful re-entry contributes to reduced recidivism. Research shows that this type of program provides offenders the skills to find meaningful emproyment, as well as the values and discipline needed to become productive citizens.

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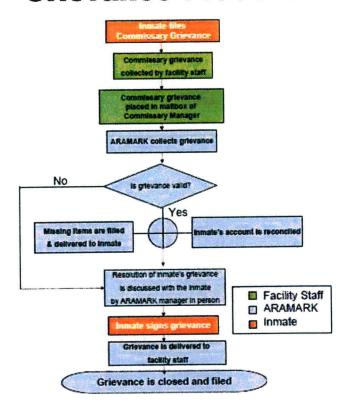
ARAMARK Correctional Services

GRIEVANCE PROCESS

ARAMARK understands the importance of a timely response to an immate's complaint. Our general manager will oversee the collection of the complaints from the County and the research to determine if the complaint is valid. Prior to communicating with the inmate, the outcome will be discussed with the client. Once the client and ARAMARK are in agreement, ARAMARK will communicate with the inmate informing him or her of the outcome. If it is determined the grievance is not valid, ARAMARK will provide supporting documentation.

ARAMARK strives to complete all grievances and complaints within 48 hours. If Fort Bend County Sheriff's Office requires a shorter response time, we will abide by the County's requirements. Below is a diagram of the grievance process.

Grievance Process





CONTINGENCY PLAN

Event	Short-Term Solution	Long-Term Solution
Strike by supplier	ARAMARK Correctional Services will retain a minimum of two weeks supply at our warehouse for commissary, as the case may bel.	Change supplier to a preapproved alternate supplier that carries identical products
Lockout of employees	ARAMARK Correctional Services will have managers, district managers, and other previously screened personnel on call.	Advertise for additional personnel.
Lookdown of inmates	ARAMARK Correctional Services will communicate with the Jail command to ensure inmates have proper restrictions placed on their accounts.	ARAMARK's behavioral control commissary program enforces inmate control, reducing the need to lock down inmates.
Loss of facilities due to flooding, earthquake, fire, explosion, hurricane, or other disaster	ARAMARK Correctional Services will utilize a different facility to handle the facility orders.	Work with the Jail command to ensure adequate delivery of commissary until the primary location is operational.
Equipment breakdown	If it is a truck issue, we will use our national contract with Penske trucks to take care of rental needs to repair or replace the equipment as soon as possible. In the interim, support will be provided from nearby facilities.	If it is a truck issue, repair or replace the equipment



SECURITY

SECURITY POLICIES

Security is the primary concern to the facility administration; therefore, we present the following overview of ARAMARK standard procedures. We will ensure our Security Program follows the security policies of the facility

INITIAL SECURITY ORIENTATION

All commissary staff must function in accordance with the security policies, procedures, and guidelines of Fort Bend County Sheriff's Office. These policies extend beyond the walls of the institution and are adapted to the commissary warehouse. Each component of the security procedures must be thoroughly understood, thereby eliminating breaches of security. Employees must obtain a security clearance as a condition to hire. The commissary manager will arrange security briefings for new employees upon hire.

The security briefing program will be at the discretion of the facility administrator as to length and time. Documentation of the security briefing will be in the personnel file of each employee.

MONTHLY SECURITY BRIEFINGS

The monthly security briefing will be presented to each employee every month. Sample topics include:

- · Warehouse tool control
- · Securing of doors and gates
- · Badges and identification
- Understanding lockdowns
- Understanding segregation, protective custody, and medical housing
- Handling offender complaints and issues
- · Classification of offenders-housing assignments
- Various privilege levels of offenders and product restrictions
- · Importance of communication with officers
- Offender manipulation and introduction of contraband
- Offenders, visiting privileges, and its impact on commissary delivery
- Emergencies—response to facility fights, escapes, and offender or detained injury
- · Transfer of offenders to another facility and its impact on commissary delivery



SECURITY PROCEDURES

ARAMARK maintains a stringent security policy for all personnel, which must be adhered to by all employees. As a company that specializes in working on the limited," we are cognizant of the need for strict security policies in a correctional commissary operation.

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It is our standard policy to:

- Use secured shadow boards for Class A and B tools that may be used at our warehouse location (such as box outlers, so soors, and fork-lift keys...
- Account for all tools document according to ACA standards. Class A and B tools will be signed out and nipy a staff member and returned to the shadow board for accountability.
- Account for all Class A and B tools before any commissary delivery leaves the warehouse for derivery
- Subject our employees to required background checks for employment within the facility
- Review our security policies on a regular basis with the facility and their compliance with facility's guidelines.
- Require each employee to sign an affirmation regarding his or her duties relative to security
 and continued employment. Security clearance is a condition of employment with ARAMARK
 Correctional Services.
- Ensure all members of the commissary service staff will operate in accordance with the security
 policies, procedures, and guidelines of the facilities. Ensure they have proper badges as required by
 the Fort Bend County Sheriff's Office.
- Identify the individual segments of security in an organized manner so each team member is
 responsible for his or her own actions.
- Maintain and check warehouse sanitation daily. All items not needed in the operational process
 of picking and packing commissary products will be removed from the operational site and stored
 accordingly in order to eliminate any potentially hazardous products from being inadvertently packed.
- Employees will check in and out at the appropriate location for inspection of the vehicle, par down and search, if that is facility policy; and appropriate sign-in and sign-out.

ARAMARK
Correctional Service

KEY CONTROL

ARAMARK warehouse workers will not be allowed to bring outside keys into the facilities.

- ARAMARK will set up a key looker for warehouse workers to use to secure their personal keys (car. house, and looker) when reporting to work.
- No external security keys for doors and loading dooks will be in the possession of ARAMARK employees.
- Keys will be affixed to the beit with a choker chain and kept in a popon or pocket.

SECURITY PROCEDURES

Written procedures relating to custody and security will be adopted by ARAMARK in peoperation with the Forti Bend County Sheriff's Office staff to include

- · Buildings and areas to be used for commissary operations
- . Offender traffic both, within and involutiof the commissary receiving and delivery areas
- . Offender behavior during delivery of commissary and handling offender manipulation
- Control of supplies, including ordering, storage, movement, and proper use of all items for which the
 commissary employee has responsibility.

The commissary general manager will work closely with the facility to ensure a consistent approach to custody and security.



OPENING PLAN

CONTRACT OPENING PLAN

If awarded the contract, ARAMARK will proceed as though it were a new opening. This ensures that the opening will be accomplished successfully with a "fresh eyes" approach. We will use our standard transition plan, which we have developed through our many years of experience. This includes a step-by-step list of pre-opening and opening activities and assigns responsibility to specific individuals on the opening.



team. We will utrize the expertise of the on-site management team and a Fresh Eyes Region Opening Team.

ARAMARK
Correctional Service

SAMPLE IMPLEMENTATION PLAN FOR COMMISSARY

ARAMARK's transition of the commissary service for Fort Bend County Sheriff's Office is planned as a phased process. The implementation will be organized in a two-pronged approach: 1) IT integration and installation and 21 commissary order and delivery. These two phases will begin concurrently when the contract between ARAMARK and the Fort Bend County Sheriff's Office is awarded.

Pre-implementation meetings between ARAMARK and Fort Bend County Sheriff's Office will be needed and will require the presence of Fort Bend County. It personne in order to establish the following:

- · Fort Bend County requirements for fire transfer process
- Fort Bend County requirements for network connectivity
- · Banking reduitements

The timelines for completing the IT integration and implementation will be dependent on several factors that will be discussed in the initial meeting between ARAMARK and Fort Bend County Sheriff's Office. The implementation plan for commissary order and delivery is anticipated to take 30 days.

IT IMPLEMENTATION

- Meet with Fort Bend County Sheriff's Office IT to review the following
 - Status of trust fund change-over project
 - · Fort Bend County requirements for file transfer process.
 - Fort Bend County requirements for network connectivity
- · Build trust fund interface for order processing
- Test trust fund interface.
- Install hardware
 - PCs
 - Servers
 - Scanner, telephone ordering system, in-unit pod ordering klosks; whichever is selected.
- · Provide trust fund training for facility personnel

Project scope and timelines will be determined by Fort Bend County Sheriff's Office and individual departments.



ORDERING AND DELIVERY IMPLEMENTATION

WEEK 1

- · Begin the employee hiring process.
- Meet with Fort Bend County Sheriff's Office
 - Develop the ordering and delivery schedule.
 - Develop the training schedule for ARAMARK delivery personnel.
- Establish the training schedule for inmates and officers on pubble-scan sheets for telephone ordering
 or pod kicks croenngl and menus.

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- · Review the status of bank accounts
- Establish vendor accounts and derivery schedules.
- Organize the commissary or warehouse for items specific to Fort Bend County Sheriff's Office.

WEEK 2-3

- Finalize menus
- Finalize employee hiring and training schedules to include drug testing, TB testing, and clearance status.
- Initiate ARAMARK employee training.
- · Initiate Fort Bend County Sheriff's Office inmate and staff training.
- · Finalize vendor orders, based on menus.
- Place initial orders, based on anticipated inmate orders and any inventory transition.
- Build ARAMARK CORE database linternali.
- . Finalize bank account information with Fort Bend County Sheriff's Office.
- . Meet with Fort Bend County Sher If's Office to review the status of the project
- Set the transition schedule for warehouse and inventory.

PAGE 3.5



WEEK 3-4

- · Complete interface
 - Test interface
 - Install and test the scanner for whichever ordering process is chosen) process from commissary
 and warehouse.
- Finalize ordering, scanning, and delivery schedules for the first delivery of the following week.
- · Receive all orders, based on agreed inventory transition
- Complete training for Fort Send County Sheriff's Office, ARAMARK, and inmates as planned in prior weeks.
- . Finalize the transition meeting with Fort Bend County Sheriff's Office to
 - · Review at schedules
 - Review Fort Bend County Sheriff's Office ordering and delivery schedules to inmates.
 - · Finanze bank account and check status

Typically, ARAMARK anticipates that delivery will begin at the end of the fourth week of implementation, using scanning and pubble sheets for whatever ordering process is chosen!

PAGE 3.57

OMERAL TYCICS OF THE INSTRUMENTOR

ARAMARK's belief in Connect Beyond Commissary focuses on the solving the needs by Listening, Responding, and Acting. These core values do not differ in the process of technical implementation. Victor Miller , ARAMARK's information. Officer, will ensure our project team coordinates the industries largest. Tidevelopment team including our supporting technic ogy partners, Fort Bend County staff and your subcontractors along with field teams and operations. As part of our process, we will coordinate to ensure all stakeholders are identified so that we have discussions that support these interdependent pieces.



The first process focuses on understanding the needs by beginning with a project kick off meeting using the implementation communication sheet. During this phase, the technical implementation team will conduct a kick off meeting with all appropriate parties from Fort Bend County including IT, finance, and other third-party contractors to gain a clear understanding of the needs and clearly define the targets to solve those needs.

At the conclusion of this day, we will respond with viable solutions and agree to action items and due dates within the timeline of the entire project. On a weekly basis, the implementation manager will conduct weekly calls with the group to assure that all required task are on target for completion.

We all know that projects are never done once the implementation is complete and ARAMARK has processes in place that create clear feedback loops which can help iterate any new solution. Post implementation meetings will continue far after the process is done with the necessary project team members to understand new needs based on this shift in the Fort Bend County operations while also garnering feedback to understand how our system can improve. This ensures the smoothest transition for the staff and the highest acceptability of new technology.

CORE IMPLEMENTATION

Setup—As part of ARAMARK's CORETrust Fund application, mplementation, our highly trained support managers will work with the finance office of Fort Bend County to configure the system to meet the needs. The configuration of CORE includes fees assessed to the inmates, commissary restrictions, and accounts payable.

Training

At the center of running, a commissary is our CORE system. With such a focused piece of technology moving into the Fort Bend system, training needs to be comprehensive in coverage but simple in understanding. Having constantly iterated this software with the input of our clients we have used this feedback to also create the most comprehensive training program in the industry.



Our three phased approach begins after the project team aligns on dates, identifies all users and those user rights. Phase libegins with a one week, in class training session with Fort Bend County finance

Phase II training occurs during the first week the system is active. Additional IT staff are brought in to ensure that everyone using the new system is supported 24/7. This includes our staff sitting side-by-side with users as long as necessary to help them get comfortable and relaxed.

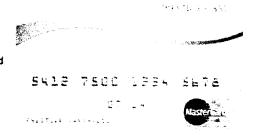
Phase III resumes after the first week with additional ARAMARK staff in place during the week to support any new questions and again, continue to keep the Fort Bend staff comfortable with the new technology. This session in some cases is also held in the third week as some facilities like to give the staff some time on their own.

Reconciliation Training occurs in Phase I but we will also spend additional time once Fort Bend County has received their first bank statement. Given that this is such a chical step we believe that too much training and support is a good thing so you will have our staff on site to help make this as easy as possible.

RELEASE CARD IMPLEMENTATION

For release, ARAMARK offers a NO COST MasterCard debit card solution to the facility and the former inmate.

This release solution was built specifically for corrections and is the most comprehensive solution in the industry. Using both hardware and software to provide an easy-to-use and convenient release process, complete with unprecedented security in the transfer of immate funds.



ARAMARK's release card allows immates to get released with their funds deposited on a Master Card branded debit card. ARAMARA will work with Fort bend County's finance team to complete the necessary installation forms and be ready to implement this service on day one of the CORE go five date.

KIOSK IMPLEMENTATION

Setup—Similar to ARAMARK's CORE implementation, ARAMARK's team will coordinate with all project participants such as the data and electrical vendors and County IT ARAMARK believes that regular communication is key with all aspects of the project, up to and including post implementation discussions. The overall process is outlined in the attached MS Project file.

Training

Kiosks technology, like most technology, is dynamic and requires training on multiple levels. For this, we have developed two very comprehensive training paths for the Fort Bend County staff and inmates.



Inmate Training—Upon completion of the kiosk installation, our ARAMARK field teams will work with each irving unit on a predetermined schedule the overall Fort Bend/ARAMARK Project Team sets, and work with the inmate population. These individual training sessions will walk the inmate population through the user of each facet of the kiosk, where to go for help and what the benefits are for them. Additionally we will have follow up documentation at each living unit and within each kiosk, to ensure all levels of users can work with this new technology.

Officer/Staff Training—While the user of the klock is the inmate, the staff and officers will interact with the inmate population on uses both (ive and on the back end of this technology. The Fort Bend / ARAMARK Project Team will coordinate on a list of required users and work to schedule in-class training sessions that can support the user's schedules. Curitypical process is to offer this training session at least two or three times daily over the course of several days so that each user completes the training without interlering with their works schedules.

PHONE PROVIDERS

ARAMARK has interfaced with all major phone providers, we do not anticipate any issues with whomever Fort Bend County chooses as their phone providers.

Here are a few major phone providers we have interfaced with in other Counties.

GTL SECURUS TELMATE (CS)

LAW LIBRARY

ARAMARK has an existing relationship with Loxus Nexus and is capable of installing a button on our kiosk. ARAMARK would require more information on what features Fort Bend County is interested in providing inmates in order to project an accurate cost, ARAMARK would be happy to conduct a meeting with Fort Bend County (Tland Lexus Nexus to determine cost.)



Exhibit C

Fort Bend County Specification Download Acknowledgment

Request for Proposals

Term Contract for Sheriffs Office Commissary Management Services RFP13-054

RESPONDERS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645

Responder's Responsibilities:

- Responders are responsible for downloading and completing any addendums.
 (Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Opening)
- Responders will submit responses in accordance with requirements stated on cover of document.
- > Responders may not submit responses via email or fax.

Legal Name of Responding Company		_
Contact Person		
Complete Mailing Address		
Telephone Number	Facsimile Number	
Email Address		
Signature	Date	

Fort Bend County, Texas Request for Proposals

Term Contract for Sheriffs Office Commissary Management Services Fort Bend County RFP 13-054

SUBMIT PROPOSALS TO:

Fort Bend County Purchasing Department

301 Jackson, Suite 201

SUBMIT NO LATER THAN:

Thursday, April 25, 2013 1:30 PM (Central)

Travis Annex

Richmond, TX 77469

MARK ENVELOPE:

**NOTE:

All correspondence must include the term "Purchasing Department" in address to assist in proper delivery

RFP 13-054 **Commissary Management**

ALL RFPS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE BEFORE RECEIVING DATE AND TIME SPECIFIED. NAMES OF ALL RFPS RECEIVED WILL THEN BE READ. RFPS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Results will not be given by phone.

Results will be provided to respondents in writing after Commissioners Court award.

Bend

County is always conscious

and extremely appreciative of your effort in the preparation of this bid. Requests for information must be in writing and directed

Fort

Debbie Kaminski, CPPB Assistant County Purchasing Agent Debbie.Kaminski@fortbendcountytx.gov

Responder Information

Legal Name of Contracting Company
Federal ID No. 1 (C. C. C
Federal ID Number (Company or Corporation) or Social Security Number (Individual)
Telephone Number Facsimile Number
Complete Mailing Address (for Correspondence)
Complete Maining Address (for Correspondence)
City, State and Zip Code
Complete Remittance Address (if different from above)
City, State and Zip Code
Authorized Representative and Title (printed)
Authorized Representative's Email Address
Additionized Representative's Email Address
Signature of Authorized Representative
Signature of Authorized Representative
1.0 INTRODUCTION:
Fort Bend County, Texas (hereafter referred to as the "County") seeks Proposals ("Proposals") ("RFP") froqualified firms ("Respondent") who can provide commissary management services ("Project") at the Fort Bender of the Project of
County Jail ("Facility"), in accordance with the terms, conditions and requirements set forth in this Request F Proposals.
rtoposais.
2.0 GUIDELINES:
By virtue of submitting a proposal, interested parties are acknowledging:

- 2.1 The County reserves the right to reject any or all proposals if it determines that select proposals are not responsive to the RFP. The County reserves the right to reconsider any proposal submitted at any phase of the procurement. It also reserves the right to meet with select Respondents at any time to gather additional information. Furthermore, the County reserves the right to delete or add scope up until the final contract signing.
- All Respondents submitting proposals agree that their pricing is valid for a minimum of sixty (60) days after proposal submission to the County. Furthermore, the County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, proposal prices shall not include taxes.
- 2.3 This Proposal does not commit the County to award nor does it constitute an offer of employment or a contract for services. Costs incurred in the submission of this proposal, or in making necessary studies or designs for the preparation thereof, are the sole responsibility of the Respondents. Further, no reimbursable cost may be incurred in the anticipation of award. Proposals containing elaborate artwork, expensive paper and binding and expensive visual or other presentations are neither necessary nor desired.
- In an effort to maintain fairness in the process, all inquiries concerning this procurement are to be directed only to the County's Purchasing Agent in writing. Attempts to contact any members of the County's Commissioners' Court or any other County employee to influence the procurement decision may lead to immediate elimination from further consideration.
- 2.5 When responding to this Proposal, follow all instructions carefully. Submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered a non-responsive proposal and may result in immediate elimination from further consideration.

3.0 PROPOSAL CONTACT:

This Proposal is being issued by the County Purchasing Agent on behalf of Fort Bend County, Texas. Thus, responses should be directed to the Purchasing Agent, as outlined below. Respondents are specifically directed NOT to contact any County personnel for meetings, conferences or technical discussions that are related to this Proposal other than specified herein. Unauthorized contact of any County personnel will likely be cause for rejection of the Respondent's proposal. All communications regarding the Proposal shall be directed to the County's Proposal Contact. Communication with the Proposal Contact is permitted via email, facsimile, or written correspondence.

PROPOSAL CONTACT:

Debbie Kaminski, CPPB
Assistant County Purchasing Agent
Fort Bend County, Texas
301 Jackson, Suite 201
Richmond, Texas 77469
Debbie.Kaminski@fortbendcountytx.gov

4.0 SUBMISSION REQUIREMENTS:

4.1 To facilitate evaluation of proposals, one (1) original and eight (8) copies and nine (9) electronic proposals (CD or Flashdrive) shall be submitted to the address shown below. CD or flash drive must contain only one (1) file in PDF format and must match written response identically. Failure to provide proper CD or flash drive is cause for disqualification. Original proposal shall be signed, in ink, by a person having the authority to bind the firm in a contract.

Fort Bend County Purchasing Agent's Office 301 Jackson Street, Suite 201 Richmond, Texas 77469

Proposal Number: 13-054
Opening Date: April 25, 2013
Opening Time: 1:30 PM (CST)
For: Commissary Management Services

- Respondents may submit their proposal any time prior to the Opening Date and time. Proposals must be received in its entirety no later than 1:30 p.m. (CST) on Thursday, April 25, 2013. The Respondent's name and address as well as a distinct reference to the Proposal number above shall be marked clearly on the submission. All proposals are time-stamped upon receipt and are securely kept, unopened, until the Opening Date. No responsibility will attach to the County, or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. No oral, telegraphic, telephonic, or facsimile proposals will be considered.
- 4.3 Proposals may be modified or withdrawn prior to the established opening date by delivering written notice to the proposal contact. Any alteration made prior to opening date and time shall be initialed by the signer of the proposal, guaranteeing authenticity.
- 4.4 Proposals time-stamped after the due date and time will not be considered and will be returned to the Respondent unopened. Regardless of the method used for delivery, respondents shall be wholly responsible for the timely delivery of submitted proposals.
- 4.5 The Respondent's name and address shall be clearly marked on all copies of the proposal.

5.0 INCURRED COSTS:

Those submitting proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting proposals, for providing additional information when requested by the County or for participating in any selection interviews, including discovery (pre-contract negotiations) and contract negotiations.

6.0 ACCEPTANCE:

- 6.1 Submission of any proposal indicates a Respondent's acceptance of the conditions contained in this Proposal unless clearly and specifically noted otherwise in their proposal.
- 6.2 Furthermore, the County is not bound to accept a proposal on the basis of lowest price, and further, the County has the sole discretion and reserves the right to cancel this Proposal, to reject any and all proposals, to waive any and all informalities and or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the County's best interests. The County reserves the right to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Respondents if it is deemed in the County's best interest.
- 6.3 Although Fort Bend County desires to negotiate toward a contract with a selected Respondent, the Commissioners' Court may award the contract on the basis of the initial proposals received, without discussions. Therefore, each initial proposal should contain the Respondent's best terms.

7.0 INTERPRETATIONS, DISCREPANCIES, AND OMISSIONS:

7.1 It is incumbent upon each potential Respondent to carefully examine these specifications, terms, and conditions. Should any potential Respondent find discrepancies, omissions or ambiguities in this Proposal, the Respondent shall at once request in writing an interpretation from the County's Proposal Contact. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing via e-mail only to the County's Proposal Contact, as specified in Section 3.0. Deadline for submission of questions and/or clarification is

Thursday April 18, 2013 at 3:00 p.m. (CST). Requests received after the deadline will not be responded to due to the time constraints of this Proposal process. Fort Bend County Response to questions will be made on or before Monday, April 22, 2013.

7.2 The issuance of a written addendum is the only official method by which interpretation, clarification or additional information will be given by the County. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarification will be without legal effect. If it becomes necessary to revise or amend any part of this Proposal, notice will be given by the County Purchasing Agent to all prospective Respondents who were sent a Proposal. The Respondent in their proposal shall acknowledge receipts of amendments. Each Respondent shall ensure that they have received all addenda and amendments to this Proposal before submitting their proposals.

8.0 PRE-PROPOSAL CONFERENCE:

A pre-RFP conference will be conducted on Thursday, April 11, 2013 at 11:00AM (CST). The pre-RFP conference will be held at the Fort Bend County Sheriff's Office located at 1410 Williams Way Blvd, Richmond, Texas 77469. All respondents are encouraged to attend.

9.0 TENTATIVE PROCUREMENT SCHEDULE:

Proposal Release Date: *April 3, 2013*Pre-proposal Conference: *April 11, 2013*

Proposals Due: April 25, 2013

Tentative Respondent Interviews/Presentations/Site Visits (if required): May 6, 2013

10.0 RETENTION OF RESPONDENT'S MATERIAL:

The County reserves the right to retain all proposals regardless of which response is selected. All proposals and accompanying documents become the property of the County.

11.0 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION:

By submission of a proposal, each Respondent certifies, that in connection with this procurement:

- The prices in this proposal have been arrived at independently, without consultation, communication, or agreement with any other Respondent; with any competitor; or with any County employee(s) or consultant(s) for the purpose of restricting competition on any matter relating to this Proposal.
- Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent or to any competitor; and;
- 11.3 No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

12.0 ASSIGNMENT:

The Respondent may not sell, assign, transfer or convey the contract resulting from this Proposal, in whole or in part, without the prior written approval from Fort Bend County Commissioners' Court.

13.0 CONFIDENTIAL MATTERS:

All data and information gathered by the Respondent and its agents, including this Proposal and all reports, recommendations, specifications, and data shall be treated by the Respondent and its

- agents as confidential. The Respondent and its agents shall not disclose or communicate the aforesaid matters to a third party or use them in advertising, publicity, propaganda, and/or in another job or jobs, unless written consent is obtained from the County.
- Proposals will only be publicly received and acknowledged only so as to avoid disclosure of the contents to competing Respondents and kept secret during negotiation. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and any material that is considered to be confidential information contained in the proposal and identified by Respondent as such, will be treated as confidential to the extent allowable under the Texas Public Information Act.

14.0 CONFLICT OF INTEREST:

No County public official shall have interest, direct or indirect, in any contract resulting from this Proposal, in accordance with Texas Local Government Code Chapter 171. Furthermore, the Respondent shall comply with Commissioners' Court Order No. 96-680-10-28, Establishment of Guidelines and Restrictions Regarding the Acceptance of Gifts by County Officials and County Employees.

15.0 LIMITS OF SUBRESPONDENTS:

- 15.1 The County has approval rights over the use and/or removal of all subrespondents and/or vendor(s). Respondents shall identify all subrespondents in their proposal and these subrespondents shall conform to all County policies regarding subrespondents.
- 15.2 Any dispute between the Respondent and subrespondents, including any payment dispute, will be promptly remedied by the Respondent. Failure to promptly remedy or to make prompt payment to subrespondent may result in the withholding of funds from the Respondent by the County for any payments owed to the subrespondent.

16.0 JURISDICTION, VENUE, CHOICE OF LAW:

This Proposal and any contract resulting there from shall be governed by and construed according to the laws of the State of Texas. Should any portion of any contract be in conflict with the laws of the State of Texas, the state laws shall invalidate only that portion. The remaining portion of the contract(s) shall remain in effect. Any lawsuit shall be governed by Texas law and Fort Bend County, Texas shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Proposal process and resulting Agreements.

17.0 INDEPENDENT RESPONDENT:

The Respondent is an independent respondent and no employee or agent of the Respondent shall be deemed for any reason to be an employee or agent of the County.

18.0 AMERICANS WITH DISABILITIES ACT (ADA)

Proposals shall comply with will all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.

19.0 DRUG-FREE WORKPLACE:

All Respondents shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all subrespondents to insure that the County maintains a drug-free workplace.

20.0 PERFORMANCE AND PAYMENT BOND:

Not required for this project.

21.0 POWER OF ATTORNEY:

An attorney-in-fact who signs a bid bond, performance bond or payment bond must file with each bond a certified and effectively dated copy of his or her power of attorney.

22.0 INSURANCE:

- All respondents must submit, with RFP, a certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with RFP, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the contractor named therein, if successful, upon award of this Contract. Failure to provide insurance certificate or notarized statement will result in disqualification of submittal.
- 22.2 The certificates of insurance to be satisfactory to Fort Bend County, naming the Contractor and its employees as insured:
 - 22.2.1 Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 22.2.2 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.
 - 22.2.3 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 our of the business operations of the policyholder.
 - 22.2.4 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.
- 22.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 22.4 If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- 22.5 Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- 22.7 Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

23.0 INDEMNIFICATION:

RESPONDENT SHALL SAVE HARMLESS COUNTY FROM AND AGAINST ALL CLAIMS, LIABILITY, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF

RESPONDENT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF RESPONDENT OR ANY OF RESPONDENT'S AGENTS, SERVANTS OR EMPLOYEES.

- 23.1 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 23.2 Respondent's duty to defend indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 23.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 23.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for having selected Respondent to perform the work described in this request.
- 23.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- Respondent shall cause all subrespondents who may have a contract to perform services under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 23.7 Loss Deduction Clause Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade respondent providing such insurance.

24.0 SCOPE OF WORK:

The County is considering two (2) possible commissary management options. Both options include technology items (i.e. kiosks). Option 1 consists of a shared control of the commissary with the Respondent, including inventory, delivery by certified jailers and hardware support specialist. Option 2 consists of the technology package only with the operation of commissary remaining under the County's control.

25.0 OBJECTIVES:

- 25.1 To provide data necessary for the evaluation of competitive proposals submitted by qualified firms.
- 25.2 To provide a fair method for analyzing submitted proposals.
- 25.3 To result in a contract between the successful Respondent (unless all proposals are rejected) and County.

- 25.4 The County is requesting key features and capabilities. If Respondent is not able to provide all of these features, it is requested they include any exceptions to our list in their response.
- 25.5 In addition to commissary management services, the County is requesting the following:
 - 25.5.1 In-pod kiosks, mobile kiosks, a booking kiosk, and a lobby kiosk which are all touch screen capable and security conscious based on the location of deployment.
 - 25.5.2 The software running the kiosk system to manage all detention financial transactions based on the County's requirements. Respondents to provide samples financial reports. The County will work with awarded Respondent if more detailed reporting is required.
 - 25.5.3 Based on our site survey this will include the following quantities of kiosks (see attachment 4):

56 In-Pod Kiosks

- 5 Mobile Kiosks
- 1 Booking Kiosk
- 1 Lobby Kiosk
- 25.5.4 All kiosks must work on the same system to allow for a single financial system to be utilized by the jail, commissary and be able to interface with our inmate telephone vendor prepaid phone services. This system must interface with Tiburon to get basic inmate information and housing locations.
- 25.5.5 Kiosks to provide the following features and services:
 - 25.5.5.1 Fund deposit services: To include web, phone, credit card deposits (including in booking by the inmate).
 - 25.5.5.2 Full financial system to take over all financial transactions from Tiburon to include bonding transactions, money order deposits, credits, debits, indigent orders, and meet industry standard banking security requirements.
 - 25.5.5.3 Interface with our inmate telephone vendor for prepaid call deposits from the inmates and public.
 - 25.5.5.4 Inmate Commissary ordering: Ability for inmates to initiate and complete orders on their own with picture based ordering system. Ability for inmates to look up available balance information via the kiosk. Must also include instruction in English and Spanish at a minimum, additional languages are preferred.
 - 25.5.5.5 Facility based information accessible for the inmates to help reduce frequently asked questions like court dates, attorney information, bonding information, inmate rules, etc.
 - 25.5.5.6 Inventory control system: Management, ordering, and reporting capabilities.
 - 25.5.5.7 Money released via debit card.

to charge for each incoming and outgoing email (recorded and searchable by inmate ID number and key words). 25.5.5.9 Inmate Requests and Grievances: Ability of inmates to initiate grievances and requests without limit and with two way communication. Must be able to track and report. All requests will have the capability to be viewed by the Administration and contain a feature to generate reports. 25.5.5.10 Medical request: Ability for inmate to initiate medical request for service and ability to track and report request. 25.5.5.11 Security: Features to positively identify inmates for all transactions (bar code identification is acceptable, but furnishing of arm bands or bar codes will be at the expense of the provider). 25.5.5.12 Ability to manage percentages of deposits if inmates accrue a debit balance, to allow for a percentage to still be used to order items from commissary. 25.5.5.13 Capability to be used as a video visitation unit to allow for future expansion. 25.5.5.14 80% of commissary items offered for sale are to be name brand products. Please include a proposed commissary order list which compares to our existing for verification. 25.5.5.15 Provide a list of the inmate telephone companies you have interfaced with and a list of the features of the interface. 25.5.5.16 The network design for the system is requested to be compatible with Session Initiation Protocol (SIP). Please provide a sample of your network design as part of your proposal. 25.5.5.17 Please be willing to provide as part of your proposal a separate data source for your system. *Amended 4/12/13 ** Amended 4/15/13 Based on our review of our current network infrastructure as part of **25.5.5.18 this build out all cabling and additional network switches will be the burden of the bidder. The County has determined nine (9) switches are required for network capacity. County network only utilizes Cisco Switches. Each switch to be comprised of the following:

One-Catalyst 3750X 48 Port PoIE IP Base, model WS-C3750X-48p-S

One-Catalyst 3K-X 715W AC Power Supply, model C3KX-PWR-

One-Smartnet 24X7X4 Catalyst, model CON-SNTP-3750X4PS

Email: Ability for inmates to have limited/secured email with capability

25.5.5.8

715WAC

One-Cisco StackWise CM Stacking Cable, model CAB-STACK-50CM

One-Catalyst 3750X Stack Power Cable 30CM, model CAB-SPWR-30CM

One-AC Power Cord for Catalyst 3K-X (North America), model CAB-3KX-AC

One-Catalyst 3K-X 1G Network Module Option PID, model C3KX-NM-1G

One-CAT 3750X IOS Universal with Web Base Dev Manager, model S375XVK9T-12255SE

Two-1000 BASE-SX SFP Transceiver Module MMF 850nm DOM, model GLC-SX-MMD

Respondent to provide all costs associated with programming and initial one (1) year maintenance.

*25.5.5.19

The kiosks shall have access to an online law library like LexusNexus for all inmates from all kiosks. All online access must be protected to ensure inmates are not able go anywhere else other than those areas specifically approved. The system shall also be able to limit the amount of time and frequency spent using the law library and be able to charge the inmate for use of the law library. Respondents to provide pricing for the cost of service.

26.0 PRICING:

County requires guaranteed amount of profit. Respondent to propose both guaranteed amount and a percentage of commission of all sales in excess of the guaranteed amount. Guaranteed amount to include all technology items; however, detailed pricing for all technology items is required. The County reserves the right to adjust/remove any technology components and negotiate the guaranteed amount. Provide a sample commissary order with recommended sales price based on guaranteed numbers.

\$guaranteed profit level	 guaranteed	profit level	+	%	commission	for	all	sales	in	excess	of	the

27.0 BACKGROUND:

Formula vendors to use for Tab 2.

The Facility is located in Richmond, Texas at 1410 Williams Way, Richmond, Texas. The Facility opened in 1994 with a design capacity of 763 beds. Since that time we have increased the rated capacity to 1771 beds, with the addition of a 1008 bed Direct Supervision facility opening in July 2009. The 1994 facility is best described as a podular, remote surveillance facility. The original facility consists of one 7 story tower and an attached one story building. Current 20 beds occupied for Work Release program (Weekenders). The new 9 story tower will increase Weekender beds to 72. The current Average Daily Population (ADP) is 892.

28.0 STATISTICAL DATA:

Currently the commissary offers 168 items for sell. See attachment 1 for current commissary list, attachment 2 for name brand products and attachment 3 for sales reports.

29.0 MINIMUM QUALIFICATIONS:

To be considered for award of this contract, the Respondent must meet the following minimum qualifications:

- The Respondent must be organized for the purpose of providing commissary management services, and have previous experience with proven effectiveness.
- 29.2 The Respondent must have at least five (5) continuous years of corporate experience in providing commissary management services at correctional facilities and have at least three (3) current contracts with separate agencies with correctional facilities of similar size or layout to the Facility. Emphasis will be placed on those referenced correctional facilities in the State of Texas.
- 29.3 The Respondent must operate in accordance with National Commission on Correctional Health Care (NCCHC) standards, American Correctional Association (ACA) standards and Texas Commission on Jail Standards.
- 29.4 The Respondent must demonstrate its ability to provide a commissary management system specifically for the Facility. It must demonstrate that is has the ability for a thirty (30) day start-up, that it has a proven system of recruiting staff, and that it has an adequate support staff in its central office capable of competently supervising and monitoring its operations in the County.
- 29.5 The proposal must include a company history, current corporate structure and resumes of the individuals assigned to this project.
- 29.6 The proposal must include the following contractual and legal action history for the past two (2) years, including history of any affiliated companies.
 - 29.6.1 List and explain in detail all contracts that have been terminated or cancelled prior to contract expiration, and include the reason for each.
 - 29.6.2 List and explain in detail all litigation claims.
 - 29.6.3 List and explain in detail all lawsuits involving inmates that were settled and/or in which judgment was made against the proposing company or affiliated companies.

30.0 MANDATORY REQUIREMENTS:

- 30.1 All proposals must contain sufficient information concerning the project for the County to evaluate whether the Respondent meets "minimum qualifications".
- All proposals must demonstrate that the Respondent has the willingness and ability to comply with the scope of contract, mandatory requirements, specifications and program requirements.
- 30.3 Additionally:
 - 30.3.1 All proposals must list by name, address, phone and Contract Administrator of all facilities where Respondent is providing commissary management services and time that each contract has been in effect.
 - 30.3.2 All proposals must list by name, address, phone and Contract Administrator all correctional institutions where proposer has terminated services, been terminated or lost a re-bid as the incumbent.

30.4 All proposals must provide proof of insurance as indicated in section 22.0.

31.0 GENERAL INFORMATION:

- 31.1 The County shall have the right to reject the employment by the Respondent of any person or firm, and to require the removal of any person or firm employed or engaged by the Respondent, when it deems such action to be in its best interest and in the best interest of attaining successful implementation of its commissary management services program. It is further noted that the right of entrance by any person to the Facility is under the sole jurisdiction of the County Sheriff's Office.
- All Respondent personnel, including the personnel of its subrespondent and agents, will be subject to security background checks and clearances by the Sheriff's Office prior to being granted admittance to the Facility. In each instance, the individual and the Respondent will provide such cooperation as may be reasonably required to complete the security check. The County Sheriff agrees to perform such security checks in a timely manor and not unduly delay such checks. Estimated time for background checks will be 48 hours.
- Provision shall be made for meetings between the Respondent's staff and Facility administration, including their documentation, to facilitate good communications and good rapport.
- 31.4 All permits and licenses required by federal, state or local laws, rules and regulations necessary for the implementation of the work undertaken by the Respondent pursuant to the contract shall be secured and paid for by the Respondent. This shall include fees associated with NCCHC accreditation and periodic accreditation reviews, if applicable.
- The County shall have the unfettered right to monitor the Respondent's work in every respect. In this regard, the Respondent shall provide its full cooperation, and ensure the cooperation of its employees, agents, and subrespondents. Further, the Respondent shall make available for inspection and/or copying when requested, original time sheets, invoices, charge slips, credentialing statements, and any other data, records and accounts relating to the Respondent's work and performance under the contract. In the event the Respondent does not hold such material in its original form, a true copy shall be provided.
- Fort Bend County may require a demonstration of technology items and site visit of a live system in operation.

32.0 EVALUATION FACTORS:

Contract award will be made to the Respondent whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of service, price and other evaluation factors set forth in this RFP and in accordance with The County Purchasing Act of the TEXAS LOCAL GOVERNMENT CODE.

- 32.1 <u>Basic Requirements</u>: Initially, the proposal will be examined to determine if it "qualifies" in that it meets the basic requirement for consideration. This review will pertain to such matters as adequate responsiveness to the RFP, necessary signatures, completeness, and clarity with respect to such essential factors as price. Failure of the proposal to meet the basic requirements of a proposal may disqualify it from further consideration.
- 32.2 <u>Evaluation of Qualifying Proposals</u>: Having determined that a proposal meets the basic requirements, the Evaluation Committee will then evaluate it with respect to each of the following elements:

<u>Price (Maximum 25 points):</u> The stated total cost/price for full performance in meeting the requirements of the RFP will be of major consideration under this category. In further reviewing "price", the Evaluation Committee may also refer to the line item information that has been provided, In addition, to be considered are such matters as increases or

decreases for changes in the jail population and for the extension of the contract for subsequent years.

<u>Technical (Maximum 10 points)</u>: The Evaluation Committee will review the proposal for its completeness, see how the respondent will approach the task of initiating and then fully implementing its program, look at the proposed commissary services delivery system in all its facets including how desired results will be attained. In all, proposal's clarity, understanding of issues, completeness of program, and demonstration of assurance of performance as to quality and efficiency will be weighted when scoring this category.

Staffing (Maximum 30 points): In evaluating this criterion, the Evaluation Committee will look at what is proposed as a staffing pattern for the Facility. Included in the review of this portion of the proposal will be staffing levels. Also taken into account will be the levels of capabilities of senior management and on-site supervisors. Tenure with Respondent for each proposed staff member will be considered.

Qualifications/References (Maximum 35 points): Included in this criterion of the evaluation will be: Length of time respondent has been in the business of providing commissary management services in the jail/correctional setting; current and recent history of past performance by the Respondent of a similar nature to the performance offered in response to the RFP; any evidence submitted (letters of reference) or readily attainable regarding the quality of past performance and the reliability of responsiveness of the Respondent; the apparent capabilities of the Respondent to perform well in the execution of its obligations under a contract with the County as evidenced by its leadership and management personnel, size of organization, length of time in business, past performance, and other current contractual obligations defining the Respondents capability to undertake and successfully fulfill the obligations proposed to be undertaken by its submission of a proposal in response to this RFP. Respondent should outline experience with clients of the same size and/or same vicinity/state as this County.

33.0 FORMAT OF RESPONSE:

Respondents are required to follow the outline below when preparing their proposals:

Tab 1:

Title Page

Executive Summary

Tab 2:

Price

Tab 3:

Technical

Tab 4:

Staffing

Tab 5:

Oualifications/References

Tab 6:

Vendor Form, W-9, Tax Form and Proof of Insurance.

34.0 EVALUATION PROCESS:

34.1 After the proposals are received, the evaluation team shall evaluate each proposal that was timely submitted and the evaluation shall be based on the criteria listed in the proposal. Selection committee members will conduct a quantitative evaluation according to a numerical ranking system and a qualitative evaluation for over all proposal content and its conformance to requirements. The entire evaluation committee will then meet to discuss the strong and weak points of each proposal to assure that it has been evaluated fairly, impartially and comprehensively. Following this initial evaluation, the evaluation team may recommend contract award without further discussion with Responders, or the firms submitting the top rated proposals

may be asked to make an oral presentation to the evaluation team for the propose of further clarification and evaluation of the proposals.

- 34.2 If oral presentations are scheduled, the representatives of the firm who will be directly assigned to the account must be present at the interview. During the interview portion of the meeting, the evaluation team shall advise the Respondent of deficiencies in the proposal, if any, and shall allow the Respondent to satisfy the requirements, questions, or concerns by submitting a final offer. The Respondent may choose not to modify their proposal and may inform Fort Bend County that the offer is firm and final.
- 34.3 The evaluation team shall not disclose any information included in a Respondent's proposal to another firm during the RFP process and shall not disclose any information for the purpose of bringing one firm's proposal up to that of a competitor's proposal.
- After final offers are received, the evaluation team shall reevaluate each of the final offers, including those deemed final at the interview. The final offers shall be evaluated on the same criteria used in the first evaluation.
- Fort Bend County reserves the right to reject any and all proposals received for any reason that would be to the benefit of Fort Bend County.
- 34.6 All proposals submitted are to be valid for a period of ninety (90) days.

35.0 AWARD:

- Proposals will be opened on the date specified on the cover page and kept secret until a final negotiated contract is awarded by the County Commissioners Court. Only the names of the respondents will be read aloud during the opening. All proposals that have been submitted shall be open to public inspection after the contract award.
- Proposals submitted will be evaluated by an evaluation team comprised of County representatives including the County Purchasing Agent.

36.0 CONTRACTUAL OBLIGATIONS:

This Request for Proposals, response and associated documentation, any negotiations and final contract, when properly accepted by Fort Bend County, shall constitute a contract equally binding between the Responder and Fort Bend Sheriffs Office.

37.0 TERM:

- 37.1 The contract resulting from this RFP will have an initial period starting 30 days after execution of agreement ending September 30, 2015. Fort Bend County may request to renew the original contract as amended from time to time, at the same terms, conditions, and pricing. Each renewal, if any, will be in one (1) year increments, not to exceed four (4) additional years past the initial term.
- 37.2 This contract may be terminated by either party for any reason by giving ninety (90) days written notice of intent to terminate.

38.0 ATTACHMENTS:

Attachment 1 - Current commissary list and sales prices

Attachment 2 – Sales report 2012

Attachment 3 - Commissary brand name products

Attachment 4 - Kiosk locations

Attachment 5 - Vendor Form

x residence certifica		

Exhibit D

Fort Bend County Sheriff's Office Background Consent Form

Full Name (Print)	Social Security Number					
Address	Date of Birth					
City, State, and Zip Code	Sex (Male/Temale) Race					
Home Phone	Cell Phone					
Driver's License Number	Email Askiress					
hereby authorize the County of Fort Bend	to receive any criminal history record information at any time					
perturning to me which may be in the files.	to receive any criminal history record information at any time of any criminal justice agency on the National Crime formation Center.					
I hereby authorize the County of Fort Bend pertaining to me which may be in the files information Center and/or Texas Crime Info Applicant's Signature	of any criminal justice agency on the National Crime					
pertaining to me which may be in the files- information Center and/or Texas Crime Inf	of any criminal justice agency on the National Crime formation Center.					

Provide a photocopy of Driver's License, Social Security Card, and Motor Vehicle Insurance.

Job History

List all employers for the last 10 years in order, starting with the most recent. Employer Supervisor **Employer Address** Phone Education/Training What high school did you attend? List the city and state. Did you graduate high school, if so what month and year? Do you have a GED? List all colleges/universities attended. College/University Date(s) attended Hours Completed Degree Received List all other specialized training and/or certifications. Provide a photocopy of high school diploma, GED, college transcripts, degrees, and/or certifications.

Personal References

List 3 personal references you know well enough to provide the following information. DO NOT list relatives, former employers, significant others (such as boyfriend/girlfriend/fiancé) or any individual previously listed in this application.

Personal Reference I

Name Date of Birth How long have you known Residence Home Phone Cell Phone Email Address Place of employment Occupation Personal Reference 2 Name Date of Birth How long have you known Residence Home Phone Cell Phone Email Address Piace of employment Occupation Personal Reference 3 Name Date of Burth How long have you known Residence Home Phone Cell Phone **Email Address** Place of employment Occupation

Criminal History

	gency	Charge	Date	Disposition				
H	Have you ever been convicted, placed on probation, or given deferred adjudication for any arrest(s)? Yes or No							
A -	gency:	Charge	Date	Disposition				
H.Y	ive you ever been i es or Na	involved in any way in any c	ther crime WHETHER	ARRESTED OR NOT				
н	w often do you co	nsume alcoholic beverages?	Also, list the last time	you felt intoxicated				
Ha If	ive you ever driven to, when and under	a motor vehicle after, in you what circumstances.	ur opinion, you felt like	e you were intoxicated?				
		Drug (Usage					
Gas	secons drug and c	State of Texas it is a crimina outrolled substance. Usage em. This includes terms like	refers to any form of in	traducing the solutions.				
	t any and all illega	drugs you have possessed,	used, bought, sold, or t d the last date used.	raded in your lifetime.				

FORT BEND COUNTY SHERIFF'S OFFICE Prison Rape Elimination Act of 2003 Volunteer and Contractor Acknowledgement

It is the policy of the Sheriff's Office to respond to, and administratively investigate and/or criminally investigate all alleged incidents of a sexual nature. This Office has zero tolerance for all forms of sexual abuse and sexual harassment within its facilities.

All persons having access and possible contact with inmates in the Fort Bend County Jail are required to understand and acknowledge their responsibility to immediately report any knowledge, suspicion, or information they receive regarding an incident of sexual abuse, sexual assault or sexual harassment that has occurred within the Sheriff's Office Correctional Facilities. This includes incidents of sexual abuse, sexual assault or sexual harassment of an inmate by another inmate; and sexual abuse, assault or harassment of an inmate by a staff member, volunteer or contractor.

Allegations of a sexual nature shall be treated with discretion and confidentiality and shared only with those who need to know in order to provide treatment, investigate and make security and management decisions.

A volunteer or contractor may report an incident of sexual abuse to any Fort Bend County Sheriff's Office employee.

FORT BEND COUNTY SHERIFF'S OFFICE VOLUNTEER / CONTRACTOR (circle one)

Name (please print)	Signature
Company	Phone Number