



ALAMEDA COUNTY SHERIFF'S OFFICE

YESENIA SANCHEZ
SHERIFF-CORONER

May 2, 2024

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: AWARD A CONTRACT TO ARAMARK CORRECTIONAL SERVICES, LLC, FOR INCARCERATED PEOPLES' COMMISSARY SERVICES; MASTER CONTRACT NO. 902299; PROCUREMENT CONTRACT NO. 26673

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent, or her designee, to execute a contract (Master Contract No. 902299; Procurement Contract No. 26673) with Aramark Correctional Services, LLC (Principal: Elizabeth Allen; Location: Philadelphia, Pennsylvania) to provide incarcerated peoples' commissary services to the Alameda County Sheriff's Office, for the term of 8/29/24 – 8/28/27.

DISCUSSION/SUMMARY:

The Alameda County Sheriff's Office (ACSO) Detention and Corrections is managed by the County Sheriff, who is accountable for the care, custody, and control of residents at the Santa Rita Jail (SRJ) – 5325 Broder Boulevard, Dublin.

ACSO has written policies and procedures to ensure incarcerated people can purchase and receive food items, stationery, clothing, and hygiene products through an on-site commissary. Incarcerated people are assigned to housing units according to a variety of classifications. Commissary items are sometimes restricted based on classification and disciplinary status. Members of the public may elect to purchase commissary items for friends and loved ones in lieu of placing funds in the incarcerated persons' trust account.

Of the revenue generated from these services, Aramark Correctional Services, LLC, has agreed to deposit thirty-two percent of its sales commission from all purchases into the Inmate Welfare Fund (IWF). The IWF provides incarcerated people services in conformity with the California Code of Regulations, Title 15, and within the scope of California Penal Code 4025. The programs funded by the IWF are for the benefit and education of incarcerated people to provide intervention to reduce recidivism and encourage rehabilitation. These programs are funded through commissions

generated from payphones, commissary, vending machine sales, and grants. Sheriff Yesenia Sanchez is the trustee of the IWF, which is administered by the ACSO.

SELECTION CRITERIA/PROCESS:

ACSO has determined that Alameda County does not currently have the resources to provide incarcerated people commissary services.

ACSO worked with General Services Agency (GSA)–Procurement to develop a Request for Proposal (RFP), which was issued on October 30, 2023, posted on the website for 65 days, emailed to the Chambers of Commerce e-mail group, and sent to the E-Gov Goods and Services– Current Contract Opportunities mailing service. The RFP was also advertised in the Inter-City Express on November 1, 2023, and the Tri-Valley Herald on November 4, 2023. A vendor outreach was conducted on November 1, 2023, followed by one mandatory networking/bidders conference and site walk on November 14, 2023, which was attended by four vendors.

On January 3, 2024, two bidders submitted responses to the RFP. Both responses were evaluated and interviewed by the County Selection Committee. A maximum total of 550 evaluation points was available for this RFP. The total evaluation points include 50 preference points derived from a 5% preference for local vendors and a 5% preference for certified Small Local Emerging Business (SLEB) vendors, for a total of 10%.

Aramark Correctional Services, LLC, was the highest scoring responsive vendor and is being recommended for award.

Aramark Correctional Services, LLC, is not a certified SLEB and is subcontracting 20% of the contract with Atlantis Food Services Corporation (Principal: Anton Haddad; Location: Union City; Certified Small: 07-91050; Expiration: May 31, 2026) to provide procurement of packaged goods to be sold in the commissary program.

The following is the evaluation summary:

EVALUATION SUMMARY

Vendor	Location	Local	SLEB	Evaluation Points
<i>Aramark Correctional Services, LLC</i>	<i>Philadelphia, PA</i>	<i>N</i>	<i>N</i>	<i>462</i>
<i>Keefe Commissary Network, LLC</i>	<i>Fontana, CA</i>	<i>N</i>	<i>N</i>	<i>417</i>

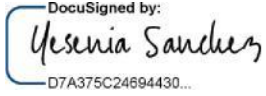
FINANCING:

Funding for the contract is from the incarcerated peoples' commissary funds. Thirty-two percent of the contractor's commission from incarcerated peoples' commissary purchases will be deposited into the ACSO IWF at no cost to the County. There will be no increase in net County cost.

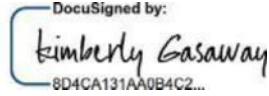
VISION 2026 GOAL:

The incarcerated peoples' commissary services meet the 10X goal pathway of a **Crime Free County** in support of our shared visions of **Safe and Livable Communities**.

Respectfully submitted,

DocuSigned by:

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Yesenia Sanchez
Sheriff-Coroner

DocuSigned by:

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Kimberly Gasaway
Director, General Services Agency

Attachment

KG\JF\av\I:\Board Letters\Purchasing\FY 2023-24\902299 Incarcerated Peoples' Commissary Svcs BL

cc: County Administrator
Auditor-Controller
County Counsel

CONTRACT SUMMARY
INCARCERATED PEOPLES' COMMISSARY SERVICES
MC No. 902299
August 29, 2024 – August 28, 2027

Vendor	Location	Revenue of Contract	SLEB Participation	
			Percentage	Dollar Amount
Aramark Commissary Services, LLC	2400 Market St. Philadelphia, PA 19103	Revenue of Contract not available until FY 24-25	20%	Dollar Amount not available until FY 24-25

SLEB Subcontracting Information			
Atlantis Food Services Corporation Principal: Anton Haddad Certified Small: 07-91050 Expiration: 05/31/2024	30470 Whipple Road Union City, CA 94587	20%	Dollar Amount not available until FY 24-25



**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, is by and between the County of Alameda, hereinafter referred to as the "County", and Aramark Correctional Services, LLC, hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain Incarcerated Persons Commissary Services which are more fully described in Exhibit A hereto ("Definition of Services"); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to County; and

Now, therefore it is agreed that County does hereby retain Contractor to provide Incarcerated Persons Commissary Services, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit A-1	Specific Requirements and Deliverables
Exhibit A-2	Contractor Requirements
Exhibit A-3	Commissary Menu
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification
Exhibit E	Contracting Compliance Reporting Requirements
Exhibit F	Intentionally Omitted
Attachment A	Value Added Programs

The term of this Agreement shall be from August 29, 2024 through August 28, 2027.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

ARAMARK CORRECTIONAL SERVICES, LLC

By: _____
Signature

By: DocuSigned by:
Steve Yarsinsky
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Signature

Name: Detra Dillon
(Printed)

Name: Steve Yarsinsky
(Printed)

Title: Procurement Administrator

Title: Finance VP

Date: _____

Date: 7/12/2024

Approved as to Form:
Donna R. Ziegler, County Counsel

DocuSigned by:
By: Clay J. Christianson
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Clay J. Christianson
Deputy County Counsel

By signing above, the signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.



GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Alameda, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively

“Liabilities”) except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.
4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**

- a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
- b. Accidents: If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of County's equipment, tools, material, or staff were involved.
- c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the County the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

- a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.

9. **TRAVEL EXPENSES:** Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. **OWNERSHIP OF DOCUMENTS:** Contractor hereby assigns to the County and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the County, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the County and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the County the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the County harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the County harmless from any claims for infringement of patent or copyright arising out of such selection. The County's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the County that Contractor has no present, and will have no future, conflict of interest between providing the County services hereunder and any

other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the County, as determined in the reasonable judgment of the Board of Supervisors of the County.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this Agreement for the County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the County hereunder.

13. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To County: COUNTY OF ALAMEDA
ACSO Reentry & Support Services
5325 Broder Blvd.
Dublin, CA 94568
Attn: Reentry & Support Services Manager

To Contractor: Aramark Correctional Services, LLC.
2400 Market St.
Philadelphia, PA 19103
Attn: Elizabeth Allen (allen-elizabeth@aramark.com)

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. **USE OF COUNTY PROPERTY:** Contractor shall not use County property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
15. **EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:** Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
 - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - b. Contractor shall, if requested to so do by the County, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
 - c. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
 - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
 - f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's

employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the County, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County's last payment to Contractor under this Agreement.
19. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

20. **TERMINATION:** The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Incarcerated Persons Commissary Services shall not exceed \$_____ payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

Contractor shall subcontract with *company Atlantis Food Services Corporation (30470 Whipple Road Union City, CA 94587; Anton Haddad,)*, for services to be provided under this Agreement in an amount equal to twenty percent (20%) of the contract value of this Agreement in accordance with County's Small and Emerging Local Business provision, which includes but is not limited to:

- a. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.
- b. As is applicable, Contractor shall ensure that the certification status of participating SLEB subcontractors is maintained in compliance with the SLEB Program for the term of this contract.
- c. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor–Controller Agency, Office of Contract Compliance & Reporting (OCCR).
- d. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance system. Contractor and Contractor's small and/or emerging local businesses participating as subcontractors on the awarded contract are required to use the Elation web-based compliance system as described in Exhibit E (Contract Compliance Reporting Requirements) to report and validate payments made by Prime Contractors to the certified small and/or emerging local businesses. It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Elation compliance system. SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

County will be under no obligation to pay contractor for the percent committed to a SLEB subcontractor if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCCR via e-mail at ACSLEBcompliance@acgov.org.

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
23. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of California.
24. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
25. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.
26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. **ADVERTISING OR PUBLICITY:** Contractor shall not use the name of County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County in each instance.
28. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. **ASSURANCE OF PERFORMANCE:** If at any time County believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to

complete the Services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

30. **SUBCONTRACTING/ASSIGNMENT:** Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.
- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
 - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
 - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
 - d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. County

will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.

- a. If Contractor is obligated to defend County pursuant to this Paragraph 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with County's defense and/or settlement of such proceeding.
- b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for County the right to continue using the Contractor Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.
- c. Notwithstanding this Paragraph 33, County retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.

- 34. **OTHER AGENCIES:** Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
- 35. **EXTENSION:** This agreement may be extended for two years by mutual agreement of the County and the Contractor.
- 36. **SIGNATORY:** By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

[END OF GENERAL TERMS AND CONDITIONS]



MODIFIED PROVISIONS

Revision to the General Terms and Conditions of this Agreement are hereby noted below:

1. Paragraph 20 TERMINATION

TERMINATION: The County has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Incarcerated Persons Commissary Services shall not exceed \$_____ payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

Is deleted in its entirety and replaced with the following:

The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without causes at any time upon giving to the Contractor prior written notice. The Contractor shall have the right to terminate this Contract, without cause, upon not less than 180 days prior written notice to the County.

Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

2. Paragraph 30 SUBCONTRACTING/ASSIGNMENT:

Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
- c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.



Is deleted in its entirety and replaced with the following:

Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval. Incarcerated Persons Commissary Service Contractor agrees to work with telephone and tablet Contractor for the provision of deposit services.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Paragraph shall confer no rights on any party and shall be null and void.
- b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without County's prior written approval.
- c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including, without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.
- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

ADDITIONAL PROVISIONS

1. The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations contained in the County's Request for Procurement in connection with the negotiation and execution of this Agreement. If such conditions change to an important and significant degree and are due to causes beyond Aramark's control (for example, the COVID pandemic), then Aramark shall give the County written notice of the important and significant change and within thirty (30) calendar days after such notice, Aramark and the County may mutually agree upon modification(s) to the Agreement to offset the impact of the change. As part of the notice, Aramark shall provide documentation evidencing the significant change. Any modification to the Agreement shall be by an Amendment subject to Board approval.

Approved as to Form:

DocuSigned by:

By: _____

Clay J. Christianson

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Clay J. Christianson
Deputy County Counsel



EXHIBIT A

DEFINITION OF SERVICES

1. Contractor shall provide incarcerated persons commissary services with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:
 - Exhibit A-1 Specific Requirements and Deliverables
 - Exhibit A-2 Requirements
 - Exhibit A-3 Commissary Menu
 - a. This Exhibit A has been drafted to include the requirements contained in the Request for Proposal (RFP) No. 902299, including any addenda, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFP and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFP and the scope of work described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The RFP and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Name	Title	Telephone	Email Address
Wendy Wolf	Regional VP	913-449-4096	wolff-wendy@aramark.com
Michael Maltese	District Manager	480-202-1357	maltese-michael@aramark.com
Rick Huking	Local General Manager	925-212-3778	huking-rick@aramark.com
Shirline Estelita	General Manager	916-384-7629	estelita-shirlene@aramark.com
Jennifer Christiansen	HR Director	303-903-2709	christiansen-jennifer@aramark.com
Lynne Thomas	IT Manager	585-729-3984	thomas-lynne@aramark.com
Elizabethe Allen	Director of Business Development	916-947-1453	Allen-elizabeth@aramark.com
David Romero	Director of Strategic Development	925-349-8655	romero-david@aramark.com

Andrew Tull	Regional Finance Director	215-238-4097	tull-andrew@aramark.com
TO BE HIRED	Commissary Manager		

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County, which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.



EXHIBIT A-1

SPECIFIC REQUIREMENTS AND DELIVERABLES / REPORTS

A. SPECIFIC REQUIREMENTS

1. The Contractor must provide incarcerated persons commissary services for County-approved products made available to incarcerated people housed at the Santa Rita Jail. All items and services shall be provided at no cost to the County.
2. The Contractor must provide to the population: food, clothing, beverages, personal hygiene products, stationery, and other products through the commissary.
3. The Contractor must be responsible for commissary items that are delivered to the housing units.
4. The Contractor must meet the twice-weekly delivery requirements for incarcerated persons commissary orders.
5. The Contractor must provide New Book Bags and Maintenance Kits to incarcerated persons at no cost to the county.
 - a. New Book bags are provided to all incarcerated persons newly incarcerated and assigned to a housing unit and must include the following:
 - (1) One (1) short handle toothbrush, not to exceed 4 inches in length.
 - (2) 2.75 fluid ounce toothpaste.
 - (3) Four (4) fluid ounces body wash.
 - (4) One (1) short handle comb, not to exceed 5 inches in length.
 - (5) Two (2) single blade short handle disposable security razors, not to exceed 3 inches in length.
 - (6) The New Book bag shall be packaged in a sealed, clear, perforated poly bag.
 - b. Maintenance Kits are provided to indigent incarcerated persons. Indigent incarcerated persons are considered incarcerated persons with less than \$9.75 on their trust fund account balance. Maintenance Kits shall not be provided when an online order has been received within the previous two weeks. Request for Maintenance Kit shall be submitted at the same time as commissary orders and must include the following:
 - (1) Eight (8) fluid ounces body wash.

- (2) One (1) short handle toothbrush, not to exceed 4 inches in length.
 - (3) 2.75 fluid ounce toothpaste.
 - (4) Two (2) single blade short handle disposable security razors not to exceed 3 inches in length.
 - (5) Four (4) fluid ounces of shaving gel.
 - (6) One (1) short handle comb, not to exceed 5 inches in length.
 - (7) Eight (8) fluid ounces of shampoo.
 - (8) One (1) short pencil, not to exceed 4 inches in length.
 - (9) Eight (8) sheets of writing paper. The minimum size of the writing paper shall be (5"x 8").
 - (10) Four (4) postage paid stamped standard envelopes.
- c. Modifications to the quantity or content of items in the New Book bag or Maintenance Kit shall be at the sole direction and approval of the Sheriff's Office.
 - d. Whenever changes to the content in the New Book bag or Maintenance Kit are a direct result of any law, accreditation standard, or legislative act by the State of California, all costs shall be incurred by the Contractor.
 - e. Whenever changes to the content in the New Book bag or Maintenance Kit are directed by the Contractor, all costs shall be incurred by the Contractor.
 - f. Whenever changes to the content in the New Book bag or Maintenance Kit are directed by the County and not associated with Item 4, letter d, all costs shall be incurred by the County. Conclusion as to the cause of changes to the New Book bag or Maintenance Kit shall be at the sole discretion of the County.
 - g. Incarcerated persons who are indigent and identified as being part of the Behavioral Health Program shall receive Maintenance Kits whenever directed by the ACSO. These incarcerated persons shall not be required to submit a Maintenance Kit order. These Maintenance Kits shall be at no cost to the County.
 - h. The County must have the right to redefine the account balance that qualifies an incarcerated person as "indigent incarcerated person" and to otherwise redefine the phrase "indigent incarcerated person" at any time.

6. Commissary Ordering: The services to be provided by the Contractor must include each of the following:
- a. Distribution:
 - (1) Deliver commissary orders to each housing unit, pre-bagged for delivery to individual incarcerated persons.
 - (2) Deliver commissary order to each incarcerated person.
 - (3) Confirm identification of the incarcerated person before providing the commissary order.
 - (4) Whenever requested by County or by the incarcerated person, inventory commissary bag order to ensure all charged items have been delivered.
 - (a) Items not delivered shall be indicated on a discrepancy form. The incarcerated person shall immediately receive a copy of the discrepancy form.
 - (b) Frequent or abusive requests for inventorying of commissary bags may cause the request to be denied by the County or Contractor.
 - (5) Incarcerated persons orders shall be clearly identified with an outward facing label. The label shall include the ordering incarcerated persons Name, Personal File Number, Housing Unit, and Pod. The label shall be a minimum of twenty (20) font and bold.
 - (6) Each incarcerated person order shall contain a packing slip identifying ordering incarcerated person Name, Personal File Number, Housing Unit, Pod, and contents of package.
 - b. Ordering: Contractor shall provide the ability to order commissary items through the Incarcerated Person Telephone System, Incarcerated Person Tablet System, on-line ordering, and pre-printed forms.
 - (1) When ordering by telephone or tablet, each person shall have a unique four-to-six-digit Personal Identification Number (PIN).
 - (a) The PIN shall be assigned by the Contractor.
 - (b) Contractor shall reset the PIN within 72 hours of notification whenever requested by the ACSO or the incarcerated person.
 - (c) The PIN shall be made available on the ACSO electronic incarcerated persons management database system.

- (2) Contractor shall provide the ability for members of the public to order commissary items online through the Contractor's webpage.
- c. The Contractor is responsible, at no cost to County, for operation, purchase, and maintenance of computer hardware and software for a computerized incarcerated persons account system.
 - d. The Contractor must limit incarcerated persons purchasing to \$150.00 per week per incarcerated person.
 - e. The Contractor must limit members of the public online purchasing to \$100.00 per week per incarcerated person.
 - f. The Contractor must limit the purchase of any single food item to ten units per week.
 - g. The Contractor must limit the total purchase of commissary food, clothing, and medications to a limit of seventy-five (75) per week.
 - h. All weekly limits can be changed at County's discretion.
 - i. The Contractor must immediately limit or prohibit the purchasing of any item(s) per incarcerated person, per housing location, time, or any other criteria at the direction of the ACSO.
 - j. The Contractor must have a means to identify and verify indigent accounts.
 - k. The Contractor must not back-charge incarcerated persons, or ACSO IWF for New Book or Maintenance Kits.
 - l. The Contractor must provide and sell County-approved products as described in a product list. The Commissary Menu may be amended with approval by ACSO Reentry & Support Services Manager
 - m. ACSO shall approve or deny any menu item.
 - n. The Contractor must maintain an active inventory of each item listed on the Commissary Menu. Any changes to products and menu selections must be reviewed and preapproved by ACSO before offering to incarcerated persons.
 - o. The Contractor must provide a process to resolve discrepancies and disputes between the incarcerated person and Contractor. The discrepancy must be resolved within 48 hours of being notified of the discrepancy. Any monies due to the incarcerated person, or any replacement item(s) must be provided within seven business days.

- p. Any refund between the incarcerated person and Contractor shall be paid within seven days by the Contractor.
 - (1) The Contractor is responsible for any discrepancy in any part of the incarcerated person's order.
 - (2) The Contractor will credit the item purchaser for any undeliverable commissary.
 - q. For any packages that cannot be delivered due to an incarcerated person who has been transferred, released or is no longer eligible to receive the package, the Contractor shall keep the package and give credit to the purchaser.
 - r. The Contractor must credit the purchaser for any item(s) removed from the commissary package when the item was delivered in error or removed at the direction of the ACSO.
 - s. The Contractor may provide one commissary Lobby Cashier Kiosk available for public use.
 - (1) Lobby Cashier Kiosks shall accept cash, debit card and credit card transactions.
 - (2) Lobby Cashier Kiosks shall allow for members of the public to:
 - (a) Add funds to an incarcerated persons account.
 - (b) Ability to apply daily, weekly, or monthly limits for deposits at the direction of the ACSO.
7. Staff
- a. The Contractor must require each staff member (including employees, agents, and subcontractors) to complete a background investigation conducted by ACSO as well as obtain and maintain clearance to perform services at SRJ.
 - b. The Contractor must provide an on-site supervisor at the SRJ for all staff whenever commissary delivery is being made to an incarcerated person.
 - c. The Contractor and assigned staff members must participate in all mandated ACSO training. Current annual requirements are an eight-hour orientation taught by ACSO and, thirty-two (32) hours of additional job-specific training prior to assignment at the SRJ provided by the Contractor.
 - d. The Contractor must identify a supervisor or designee who shall be available daily Monday through Friday, during normal business hours to the ACSO contract

manager by phone or email. The supervisor or designee shall be onsite during commissary deliveries.

- e. The Contractor must provide one on-site staff member to work at SRJ. This person shall be responsible for all business purposes that would require input into any secured ACSO database, research and balancing of accounts, research and post credits, and resolve discrepancies.
 - (1) The on-site person shall not be required to work at the SRJ on the following observed County Holidays:
 - (a) New Year's Day
 - (b) Martin Luther King's Birthday
 - (c) Lincoln's Birthday
 - (d) Washington's Birthday
 - (e) Memorial Day
 - (f) Juneteenth
 - (g) Independence Day
 - (h) Labor Day
 - (i) Veteran's Day
 - (j) Thanksgiving
 - (k) Day After Thanksgiving
 - (l) Christmas Day
 - (2) If any of the above holidays falls on a weekend, and the County observes the holiday on a weekday, the holiday is considered the day it is observed.
 - (3) Delivery of commissary goods takes place regardless of weather, holidays, work stoppages, or staffing shortages.
 - (4) Any changes to the delivery day, date, or time shall be at the mutual agreement between the Contractor and ACSO.
 - (5) The Contractor must provide notification in writing to the incarcerated persons of any delivery changes.

- (6) An on-site staff member must work exclusively on the Contract. On-site staff services shall include, but not be limited to working on the following items:
 - (a) The Contractor must have a secured File Transfer Protocol site that will enable them to send and receive data from the current County's Jail Management Systems, currently "Advanced Technology Information Management System" (ATIMS), or any future system in use.
 - (i) ATIMS is the County's current jail management system (JMS). It contains incarcerated persons data for people in the custody of the ACSO. Data includes incarcerated person names, characteristics, locations, appointments, money, discipline, historical info, release info, etc.
 - (ii) ATIMS JMS can share and receive data with Contractor in numerous secure ways. The data can be sent/received using any modern file format from near real-time to weekly and any timeframe in between. JMS data is stored on a Structured Query Language (SQL) server.
 - (b) The Contractor must have a computer program that can review the Jail Information Management System data, so that the Contractor may compile information to ensure incarcerated persons with specific classifications or status are prohibited from purchasing certain commissary items.
 - (c) Respond to commissary related incarcerated person grievances and provide resolution within five business days of receipt.
- 8. The Contractor must meet all applicable standards and legal requirements including the American Correctional Association Standards (ACA), California Minimum Jail Standards including Title 15, ACSO Rules and Regulations, and any applicable health standard or regulation.
- 9. The Contractor must provide a system that meets all legal requirements applicable to the County including, but not limited to requirements that may be imposed by the Americans with Disabilities Act and section 508 of the Rehabilitation Act of 1973, as amended.
- 10. The Contractor must not allow contraband to enter the facilities and shall have in place procedures to assure security in the transportation of items into the facilities.
- 11. The Contractor must adhere to the Delivery Schedule below:

- a. Santa Rita Jail, 5325 Broder Blvd., Dublin, CA 94568
 - (1) Housing Units 1, 2, 3, 4, 6, 7, 8, 9, and OutPatient Housing Unit
 - (a) Fridays
 - i. Commissary personnel may begin staging bags for security inspection at 5:30 PM.
 - ii. Commissary bags and personnel shall be on-site ready for security inspection at 6:00 PM.
 - iii. Delivery shall be completed between the hours of 7:00 PM and 10:00 PM.
 - (2) Housing Units 21, 22, 23, 24, 25, 31, 32, 33, 34, 35
 - (a) Mondays
 - i. Commissary personnel may begin staging bags for inspection at 5:30 PM
 - ii. Commissary bags and personnel shall be on-site ready for security inspection at 6:00 PM.
 - iii. Delivery shall be completed between the hours of 7:00 PM and 10:00 PM.
 - (3) ACSO shall have the right to modify the weekly delivery day for any housing unit with 10 business days' notice to the Contractor.
 - (a) The Contractor shall not be required to deliver more than 10 housing units per day.
 - (b) The ACSO shall only modify the delivery day from Monday to Friday or Friday to Monday.
 - (4) If an incarcerated person places an order for delivery and is then subsequently moved to another location which has a different commissary date, commissary staff shall deliver the order on the original delivery date. Orders will be rerouted unless specifically directed otherwise by the ACSO supervisory staff.
- 12. Contractor shall obtain the incarcerated person's signature on the completed order form upon the incarcerated persons receipt of delivered commissary order.

13. Contractor shall maintain and make completed order forms that are signed by incarcerated persons available to ACSO upon request.
14. Whenever requested, Contractor shall provide delivery lists of commissaries ordered and received by incarcerated persons.
15. Contractor menu and price list shall be available to the ACSO Reentry & Support Services (RSS) at the start of the contract and every three-months thereafter.
16. A price increase may be allowed by request as the result of:
 - a. Manufacturer or Supplier price increases in the product(s) offered.
 - b. Governmental or regulatory agency increases to the trade.
 - c. Any request for a price increase by Contractor must be substantiated with documentation from the Contractor, a manufacturer, supplier, local market, or governmental agency and must be submitted in writing at least thirty (30) days prior to the requested effective date of the increase. County and Contractor shall mutually agree to prices for all items to be provided to incarcerated persons to be charged to either the County or to the incarcerated persons under this contract through commissary services. No price of any product may be set or changed without the express written approval of the County.
17. Liquidated Damages
 - a. There are certain actions by the Contractor that would be a breach of contract and will cause damage and create costs to the County. The specific injury is either uncertain or difficult to quantify. The amounts below reflect damages for breach of contract and are not a penalty. The identified dollar amount is to be paid to ACSO, or designee upon notice and demand to the Contractor.
 - b. The County, or its designee, shall notify Contractor in writing if they intend to assess damages pursuant to this Section. If damages are assessed, the full amount due shall be paid to the ACSO Inmate Welfare Fund by check, due by the 30th day of the following month.
 - c. Contractor shall have the option to appeal the assessment. The appeal shall be in writing and directed to the RSS manager. The appeal must be received by the RSS within ten business days of the dated assessment letter.
 - d. Type of Incident
 - (1) If commissary is not staged by 7:00 PM or delivery is delayed more than one (1) hour due to circumstances within Contractor's control, including but not limited to the lack of staff required to deliver Commissary within

the hours stated in this contract, Contractor will be assessed \$1,000 for a first occurrence, \$2,000 for a second occurrence and, \$5,000 for a third or greater occurrence. If a commissary delivery is missed due to circumstances within Contractor's control, Contractor will be assessed \$5,000 per occurrence.

- (2) If Contractor includes improper substitutions in a commissary delivery, Contractor will be assessed \$1,000 for a first occurrence, \$2,000 for a second occurrence, and \$3,000 for a third or greater occurrence. If Contractor includes unauthorized items in a commissary delivery, Contractor will be assessed \$3,000 per occurrence. Improper substitutions would be considered any items not previously approved by the ACSO.
- 18. Marketing: Order forms, menus, catalogs, and posters shall be submitted for ACSO RSS approval before distribution.
- 19. The Contractor's on-site staff must have the ability to immediately access reports for:
 - a. Commissary Credits.
 - b. Discrepancies.
 - c. Balancing Reports.
 - d. Classification based order restrictions.
- 20. All commissions will be due by the 15th day of the month and paid directly to the County RSS unit or any other designated by the ACSO.
- 21. Whenever requested, Contractor must meet with ACSO and the General Services Agency (GSA)-Sustainability Department regarding strategies to address recycling and waste.
- 22. Weekly Invoice Reports are to include all transactions, regular and web sales, commissary credit report, and balancing reports that should be reconciled from contractor's accounting system to County's Jail Information Management System.
- 23. Send invoices to the SRJ Accounting unit and a copy to any other person as designated by the ACSO.
- 24. Attached to the Weekly Invoice Report, Contractor shall provide documentation of each delivery, showing compliance work/delivery completed timelines establish in Number 11.

25. The Contractor must maintain accurate and complete records of all commissary activity and balances of individual Incarcerated persons accounts using a system approved by ACSO.
26. Shipment Manifest:
 - a. The Contractor must provide ACSO a manifest listing each incarcerated persons' personal file number, name and location prior to shipment as required by the County. This manifest shall be sorted in numerical sequence by housing location and incarcerated persons Personal File Number.
 - b. The Contractor must supply this manifest in Excel spreadsheet at least six hours prior to commissary delivery.
 - c. The Contractor must provide ACSO a paper copy of the manifest that identifies the location of each order when readied for delivery inspection.
27. Incarcerated persons shall not assist with unloading orders.
28. The Contractor must pay the Alameda County Sheriff's Office RSS unit the agreed percentage of net sales during the contract term. Net sales are defined as commissary gross sales minus sales tax, phone time, tablet time, hygiene products, indigent items, indigent kits and stamp revenue. Percentage of sales commission payments shall be made monthly and each payment shall be accompanied by monthly reports of all commissary sales. Reports shall reflect total sales made, list of sales excluded from commission calculations by type, commission rate applied, and commission amount.
 - a. In the event that any legislative action or other government direction requiring the reduction or elimination of commission, Contractor shall reduce pricing on commissionable items proportionally to the reduction in commission.
29. The Contractor must provide healthy food options on the menu.
30. The Contractor must provide commissary beverage options.
 - a. The Contractor shall not provide bottled beverage options.
31. Nutrition
 - a. 15% of all commissary food products sold must adhere to the following nutritional criteria:
 - (1) Sodium: 240mg or less ($\leq 240\text{mg}$)
 - (2) Trans Fat Limits: 0g

- (3) Calories: 200 calories or less (≤ 200 kCal)
 - (4) Saturated Fat: 10% or less of total calories
 - (a) Exemptions that may be included in the 15%: Reduced-fat cheese; nuts, seeds and nut/seed butters; and dried fruit with nuts/seeds with no added nutritive sweeteners or fats.
 - (5) Sugar: 35% or less of total calories
 - (6) Dried / dehydrated whole fruits or vegetables with no added nutritive sweeteners; dried whole fruits; products consisting of only exempt dried fruit with nuts and/or seeds with no added nutritive sweeteners or fats shall not be included in the Nutrition requirements of this section.
 - (7) Labels
 - (a) Contractor must solely be responsible for providing nutrition information.
 - (b) Contractor must provide nutritional information disclosing the nutritional values of each food item sold. This information must be made available prior to purchase.
33. The Contractor is required to provide the following computer hardware at the start of the contract: Dell OptiPlex 3000 - 12 Gen Intel Core i5-12500 (6 cores, 12 threads, 18 MB cache, 3.00 GHz to 4.60 GHz Turbo, 65 W) Processor. Intel Integrated Graphics. 512 GB, M.2 2230, PCIe NVMe, Solid State Drive. Contractor shall pay all purchase and installation costs for any hardware upgrades required by the ACSO.

B. Deliverables and Reports

- 1. Contractor shall provide to ACSO the original completed commissary order form immediately upon completion of delivery of commissary orders. Contractor shall obtain the Incarcerated persons signature on the completed order form upon receipt.
- 2. Contractor shall make a product sales and price list available to the ACSO at the start of the contract. Prior to any changes to the products offered or prices, a list must be provided to ACSO for review and pre-approval before any changes are implemented.
- 3. A monthly sales report shall be provided to ACSO on the 15th day of each month of the previous month's activity. Reports must be available in an electronic format that can be stored, printed, and electronically transmitted. The report shall have full details, be compatible and exportable to Excel or another format as required by ACSO.

4. Contractor must notify ACSO in writing prior to any change in and if any machines are out of order or malfunctioning.
5. Commission Sales reports shall be provided by the 15th day of the month and shall include all sales, including but not limited to:
 - a. Incarcerated persons-initiated commissary sales (Regular Sales).
 - b. Online (Web) Sales.
 - c. Phone Time Report for sales for the time/use on the ITS.
 - d. Report shall have full details, be compatible and exportable to Excel format or as required by ACSO.



EXHIBIT A-2

CONTRACTOR REQUIREMENTS

1. Contractor must have a 99% fill rate in commissary.
 - a. Fill rate is defined as percentage of orders filled. Vendors must not run out of products when filling orders. If a contractor runs short on items needed to fill orders, Contractor may be in violation of contract requirements.
 - b. In the event the Contractor cannot fulfill a particular product, Incarcerated persons will receive a credit in a timely manner.
2. Contractor must individually package each order in clear, durable plastic bags with holes. Each bag has no less than one hole per square inch of surface area and heat sealed.
3. Each bag must include a readable receipt with other details containing the order number, Incarcerated persons name, personal file number, housing unit, pod, cell number, delivery date stamp, and itemized total of the items ordered.
 - a. Label must be at minimum 20 font and bold.
4. Contractor must separate orders by housing units and place in designated carts.
5. The County shall inform Contractor of the weekly requirements for maintenance kits to be fulfilled.
6. Contractor must supply the County up to 40,000 maintenance kits and 35,000 new book bags per year at no cost to the County. Additional items shall be provided to the ACSO for actual Contractor cost of the item. Billing and payment terms for these items shall be invoiced as directed by the ACSO.
7. Icare Friends and Family receipts must contain name of purchaser.
8. Contractor must inform the County of any disruptions or changes, restrictions, and enter line items for each order, completing it with a receipt.
9. Twice a week delivery of commissary items must continue regardless of weather, holiday, work stoppages, or staffing shortages.
 - a. Any changes to the delivery date or time shall be a mutual agreement, provided in writing, between the Contractor and the County.
10. Contractor must maintain a three-week inventory of food and non-food commissary items at the local warehouse.

11. Contractor must label Kosher, Halal, Vegetarian, Gluten-free, and Soy-free food items.
 - a. Upon County request, Contractor must restrict incarcerated persons based on allergies or any other criteria requested by ACSO.
12. Contractor may request specialty items or advertise short-term specials with County approval.
 - a. Menu changes must be mutually agreed upon with County approval.
13. Contractor must seek approval on all commissary items and must provide sample items, at no cost, upon request.
14. Contractor's must ensure public availability to deposit money in an incarcerated persons trust fund online, over the telephone, or via a lobby kiosk in the facility.
15. Incarcerated persons information must be verified, customers are given a receipt confirming payment, and balance updates and transactions details shall be available instantly between the Contractor and the County.
16. Contractor's fee structure represents a reduction in fees that will benefit incarcerated persons friends and family members, however Contractor can also match the current fee structure. The following is the proposed fee structure for the Lobby Kiosk:

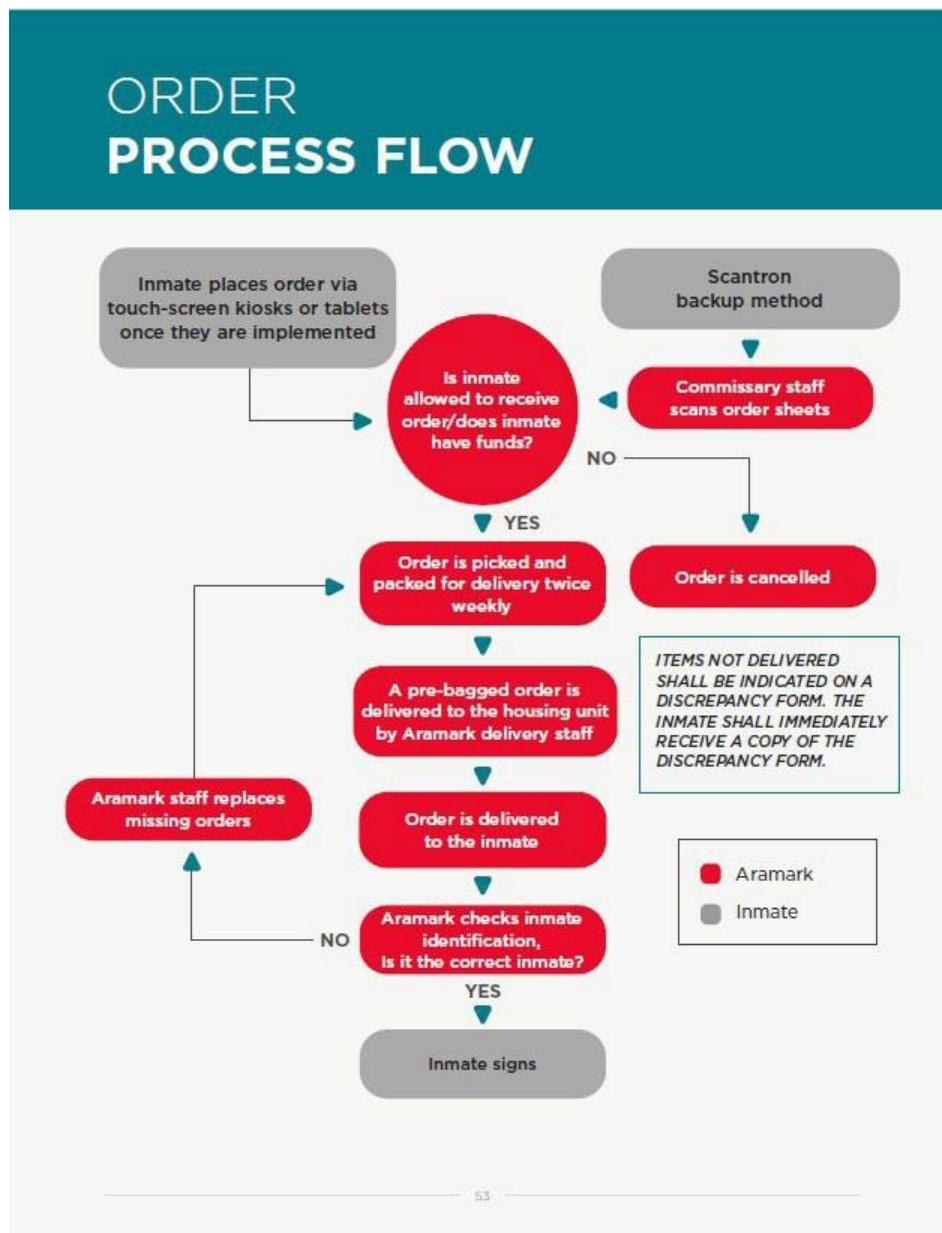
COMMISSARY/ TRUST		
Deposit Amount	Fee Amount	
	Cash (Lobby Kiosk)	Credit or Debit (Countertop Terminal, Lobby Kiosk, IVR or Web)
\$0.00 - \$20.00	\$2.50	\$2.95
\$20.01 - \$100.00	\$2.50	\$4.95
\$100.01 - \$300.00	\$2.50	\$5.95

17. The online payment portal and IVR automated phone system shall accept transactions 24 hours a day, 7 days a week, 365 days a year.
18. If applicable, CORE, Contractor's proprietary application shall manage incarcerated persons trust fund and commissary ordering integrated with the existing incarcerated persons management system.
19. Contractor's IT team will work with the County to configure the CORE Trust Fund, if applicable, and warehouse management accounting system.

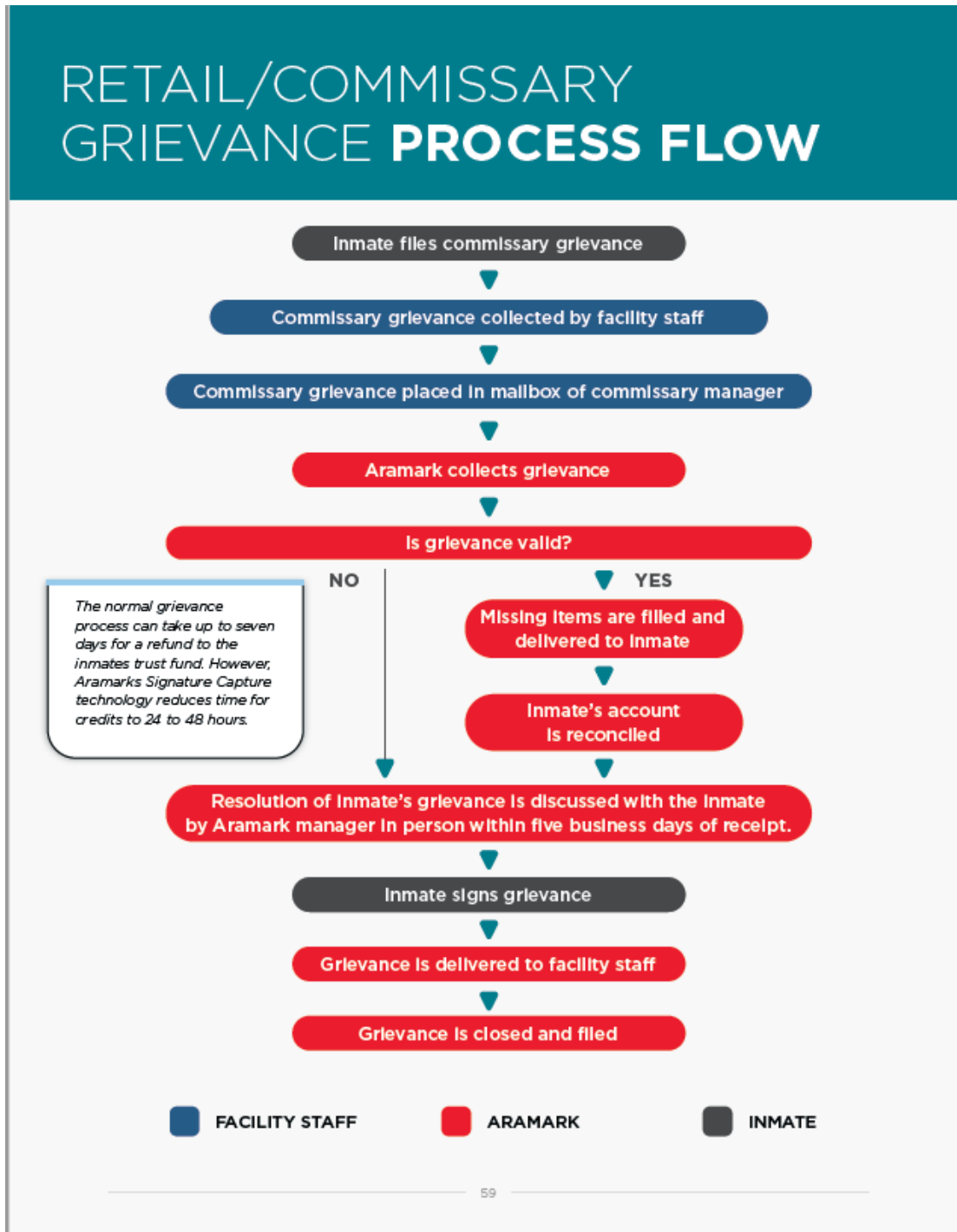
20. If applicable, Contractor's CORE system will generate a file that lists all checks to be processed for the prior day. Financial clerk who processes checks will upload the file to the bank's website on a daily basis.
 - a. All checks will be processed through PositivePay, a check-verification system processes through the County's trust account bank.
21. If applicable, CORE Trust Fund shall interface with CORE Warehouse to ensure incarcerated persons orders are processed and deducted from their account, and inventory is managed.
22. If applicable, CORE system will allow user to set up pricing, indigent eligibility, tax tables for state and local government, and commissions.
 - a. System must include total inventory on hand, current sales, and cost of those sales and will create a reorder guide, so our product supply never falls below a specified level.
 - b. If applicable, CORE system will generate a wide range of warehouse reports with additional custom reports available.
23. Incarcerated persons must have the ability to order commissary through tablets, bubble sheets, and, if applicable, the incarcerated persons telephone system.
 - a. Contractor shall be allowed to propose alternative means for incarcerated persons to purchase commissary items.
24. Incarcerated persons must be provided with a four-to-six-digit Personal Identification Code to order by telephone (if applicable) or tablet.
 - a. The pin will be made available on the County's electronic incarcerated person management database as requested by the County.
25. During the implementation process of the proposed tablet technology, Contractor will use the bubble sheet scanning ordering.
 - a. In the event that there are technical difficulties that occur after the tablets are implemented, Contractor will have a backup plan for commissary ordering via bubble sheets.
26. If applicable, touchpay telephone ordering shall provide an Interactive Voice Response (IVR) system, accessible by toll-free 800 telephone number that accepts Visa and MasterCard credit/debit cards. All IVR transactions will allow instant posting to back-office reporting systems.
27. IVR features shall include:
 - a. Accessible by a toll-free 800 telephone number

- b. Allows users to make deposits and payments from any phone at their convenience
- c. Accepts Visa and MasterCard credit/debit cards
- d. Instantaneous posting of transactions to back-office systems
- e. Allows transactions 24/7/365
- f. Bilingual option available (English and Spanish)

28. Order Process Flow



29. At the direction of the County, Contractor must immediately limit or prohibit the purchasing of any item(s).
30. Contractor's interface system must have the ability to identify and verify indigent accounts.
31. Retail/Commissary Grievance Process Flow:



32. Transition Process
 - a. Contractor will assign a team of experienced leaders to help manage key operation processes during the transition phase of the contract.
33. The Commissary Transition Plan will consist but not be limited to the following
 - a. Integration into facility systems
 - b. Installation hardware
 - c. Install CORE Warehouse, CORE Trust Fund
 - d. Order, receive and inventory product
 - e. On-site support during transition to ensure operations are working
 - f. Provide ongoing support and troubleshoot issues
34. Contractor must identify a team leader to assist the transition team and who will act as the single point of contact between the Contractor and the County. Responsibilities will include:
 - a. Establishing a clear line of communication with the County to ensure a successful Transition
 - b. Leading the operation Team
 - c. Working directly with your staff to customize, adjust, and implements the transition plan
 - d. Recruiting, hiring, and training the staff
 - e. Implementing policies and procedures, systems setup, and product purchasing
35. Implementation Plan for Commissary
 - a. Contractor's commissary opening will occur in two Segments:
 - (1) IT installation and integration
 - (2) Commissary ordering and delivery
 - a. The process for both segments will begin simultaneously once the contract between the Contractor and the County has been awarded.
 - b. Segment I: IT Integration and Implementation – Estimated Completion Time: 30 days

- (1) Prior to implementation, the Contractor will meet with the County IT personnel to review the following items:
 - (a) Establish requirements for banking, network connectivity and the file transfer process
 - (b) Build and test trust fund interface for order processing
 - (c) Install hardware: Servers, PCs, and Kiosks
 - (d) Train facility personnel on programs
 - (e) Review opening procedures and finalize bank account information
- c. Segment II: Order and Delivery – Estimated Completion Time: 30 days
 - (1) The commissary opening process will be broken up into four weeks, with the commissary delivery beginning at the end of the fourth week.
 - (2) Week 4 - Hiring (Four weeks prior to commissary delivery)
 - (a) Contractor shall meet with the County to establish training and order and delivery schedules
 - (b) Review status of back accounts
 - (c) Establish vendor accounts and delivery frequency
 - (d) Build/Organize commissary or warehouse
 - (e) Begin employee hiring process
 - (3) Week 3 – Development: Facility
 - (a) Contractor shall create menus with the County
 - (b) Finalize new-hire schedules to include drug testing, background checks, training, and clearance status
 - (c) Initiate training
 - (d) Review and finalize order with vendors
 - (4) Week 2 – Development: Programming
 - (a) Build CORE database (if applicable)

- (b) Contractor shall check status of bank account information with the County
 - (c) Set opening schedule for warehouse and inventory
- (5) Week 1 – Completion and Opening
 - (a) Install scanner and test along with technology interface
 - (b) Finalize all schedules for the first delivery
 - (c) Stock product and prepare orders
 - (d) Complete training for employees
- 36. Contractor shall provide the value added programs, staffed and operated by Contractor, whenever requested by the ACSO. Description of services are listed in attachment A.
 - a. Icare Package Program
 - b. Go Cart - mobile merchandising system which utilizes point-of-sale purchases.
 - c. Go Cart Ice Cream Services.
 - d. Intake Program.
 - e. Vocational Training.
 - f. In2work Program.



EXHIBIT A-3

INCARCERATED PERSON COMMISSARY MENU

ALAMEDA COMMISSARY MENU



Proposed Menu Offers a 18.36% Mix of Health Items that meet the County's Requirements. The National Brand Mix on all Food/Beverage Consumables is 86.39%

Category	PLU	Healthy	Branded	ITEM NAME	Price
H & B	1000			ACETAMINOPHEN	\$0.23
H & B	1175			ACNE MEDICATION 1Z	\$2.07
H & B	1051			ALCOHOL FREE MOUTHWASH 4Z	\$0.71
H & B	1311			ALLERGY RELIEF 24CT	\$4.79
H & B	1203			ANTIBACT SOAP 3Z	\$1.19
H & B	1104			BABY LOTION 4Z	\$0.92
H & B	1085			BALSAM CONDITIONER	\$1.39
H & B	1084			BALSAM SHAMPOO	\$1.39
H & B	1164			BAR SOAP SMALL	\$0.40
H & B	1375			BERGAMONT COND 4Z	\$2.39
H & B	1013			BLUE MAGIC CONDITIONER	\$2.87
H & B	1113			COCOA BUTTER LOTION 4Z	\$0.92
H & B	1259			COCOA BUTTER SOAP	\$1.49
H & B	1404			COCONUT OIL COND 4Z	\$1.99
H & B	1126			COLGATE TOOTHPASTE 2.5Z	\$2.23
H & B	1003			COMB NO HANDLE 1.15Z	\$0.04
H & B	1038			CURL ACTIVATOR GEL	\$2.39
H & B	1232			DEODORANT 2.5OZ	\$2.63
H & B	1409			EFFERDENT 2tab	\$0.19
H & B	1151			EMERY BOARD	\$0.15
H & B	1011			EYE DROPS	\$2.39
H & B	1059			FOOT POWDER 4Z	\$1.59
H & B	0505			FRESHMINT 2 OZ DENTURE ADHESIVE NBE FIXODENT	\$5.49
H & B	1282			GO FLOSS LOOPS 30CT	\$5.03
H & B	1086			HAIR PICK	\$0.59
H & B	1172			HAIR TIE SINGLE	\$0.15
H & B	1028			IVORY SOAP 3.1Z	\$1.19
H & B	1407			LIP BALM	\$1.75
H & B	1158			RAZOR SINGLE BLADE ANTI SHANK	\$0.29
H & B	1114			LOTION 4Z	\$0.92
H & B	1221			MED SKIN CREAM 4Z	\$2.07

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H & B	1042		ANTIFUNGAL CREAM	\$2.55
H & B	0503		ROLAIDS ROLL	\$1.02
H & B	1017		HYDROCORTISONE CREAM .5Z	\$1.83
H & B	0525		MENNEN SPEED STICK DEO/AP GEL ULTIMATE SPORT POWER	\$3.59
H & B	1071		OCEAN CLEAR COTTON SWABS PAPER STICK 40 CT	\$0.79
H & B	0512		OCEAN CLEAR NO FLAKES DANDRUFF SHAMPOO	\$2.07
H & B	1040		PALM HAIR BRUSH	\$0.63
H & B	0528		ROSA VENUS BATH BAR SOAP WHITE	\$1.19
H & B	1465		SHAMPOO/BW 4Z FRESHSCENT	\$0.92
H & B	1271		SHAVE GEL PCARE	\$1.59
H & B	1159		SHOWER CAP	\$0.31
H & B	1467		SOAP DISH	\$0.63
H & B	1414		TAMPON	\$0.23
H & B	1179		THUMB TOOTHBRUSH	\$0.23
H & B	1222		TOOTHPASTE 4.6Z FRESHMINT	\$1.75
H & B	0526		URBAN STREET OCEAN BREEZE A/P ROLL ON DEODORANT	\$1.91
H & B	0524		URBN STRT CLEAR WMNS GEL PUSH UP DEO POWDER FRESH	\$2.63
H & B	1457		VITAMIN MULTI 100 CT	\$5.06
H & B	1129		VO5 KIWI LIME CONDITIONER	\$2.79
H & B	1117		VO5 SHAMPOO	\$2.79
H & B	1377		VO5 XBODY CONDITIONER 12.5Z	\$2.79
H & B	1376		VO5 XBODY SHAMPOO	\$2.79
H & B	1464		3N1 MENS VO5	\$2.79
Merchandise	7071		8X.5X11 SCRATCH PAD	\$1.20
Merchandise	7000		9X12 MANILLA ENVELOPE	\$0.27
Merchandise	7418		BDAY CARD	\$1.19
Merchandise	7030		CARD KID BDAY	\$1.19
Merchandise	7014		CARD SPH BDAY	\$1.19
Merchandise	7021		COLORLED PENCILS	\$2.31
Merchandise	7914		COLORING BOOK	\$1.99
Merchandise	7246		COMPOSTION BOOK	\$2.39
Merchandise	7033		CROSSWORD PUZZLE BOOK	\$1.99
Merchandise	7045		EAR PLUGS PAIR	\$0.95
Merchandise	7145		ENGLISH DICTIONARY	\$2.39
Merchandise	7019		ENVELOPE PLAIN #10	\$0.15
Merchandise	7301		EYE MASK	\$1.03
Merchandise	7066		NAIL CLIPPERS NO FILE	\$0.68
Merchandise	7401		ALL FREE & CLEAR DETERGENT SINGLE	\$0.92
Merchandise	7383		FLEX PEN	\$0.87

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Merchandise	7419			FRIENDSHIP CARD W/S	\$1.91
Merchandise	7022			GOLF PENCIL	\$0.09
Merchandise	7417			LOVE CARD W/S	\$1.91
Merchandise	7032			PENCIL CAP ERASERS	\$0.15
Merchandise	7038			PINOCHLE CARDS	\$2.99
Merchandise	7256			PLAYING CARDS MAVERICK	\$2.99
Merchandise	7076			READ GLASSES 1.00	\$3.99
Merchandise	7077			READ GLASSES 1.25	\$3.99
Merchandise	7039			READ GLASSES 1.50	\$3.99
Merchandise	7078			READ GLASSES 1.75	\$3.99
Merchandise	7040			READ GLASSES 2.00	\$3.99
Merchandise	7079			READ GLASSES 2.25	\$3.99
Merchandise	7041			READ GLASSES 2.50	\$3.99
Merchandise	7080			READ GLASSES 2.75	\$3.99
Merchandise	7042			READ GLASSES 3.00	\$3.99
Merchandise	7307			SPOON FLEX	\$0.15
Merchandise	7027			SUDOKU BOOK	\$1.99
Merchandise	7016			TUMBLER W/ LID	\$1.12
Merchandise	7068			WASH CLOTH	\$0.47
Merchandise	7398			WHITE 8.5 X 11 WRITING PAD	\$1.20
Baked Goods	5035	Yes	Yes	NATURE VALLEY GRANOLA OAT&HNY 2PK 1.5Z	\$1.19
Baked Goods	5068	Yes	Yes	NATURE VALLEY PEANUT BUTTER GRANOLA BAR 2 PACK	\$1.19
Baked Goods	5009		Yes	BANANA MOON PIE	\$1.21
Baked Goods	5025		Yes	BIG TEXAS CINN ROLL	\$1.97
Baked Goods	5098		Yes	BLUEBERRY CHEESE DANISH	\$1.97
Baked Goods	5063		Yes	BROWNSGR/CIN 2PK POPTARTS	\$1.47
Baked Goods	5120		Yes	BUDDY BAR	\$1.66
Baked Goods	5061		Yes	CHERRY 2PK POPTARTS	\$1.47
Baked Goods	5005		Yes	CHOCOLATE CUPCAKES	\$1.97
Baked Goods	5002		Yes	LIL DUTCH MAID DUPLEX COOKIES 5Z	\$1.85
Baked Goods	5214		Yes	FIBERONE OATS/CHOC	\$1.66
Baked Goods	5008		Yes	FRESHLEYS HONEY BUN ICED 6Z	\$1.97
Baked Goods	5024		Yes	GMAS CHOC CHIP COOKIES	\$1.11
Baked Goods	5047		Yes	GMAS OATMEAL COOKIES	\$1.11
Baked Goods	5044		Yes	GMAS PB COOKIES	\$1.11
Baked Goods	5482		Yes	LD PECAN SPINWHEELS	\$1.24
Baked Goods	5161		Yes	LIL DUTCH MAID LEMON CRÈME COOKIE 5Z	\$1.85
Baked Goods	5056		Yes	LIL DUTCH MAID PB SANDWICH COOKIES 5Z	\$1.85
Baked Goods	5119		Yes	LIL DUTCH MAID VANILLA COOKIES 5Z	\$1.85

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Baked Goods	5400		Yes	NUTTER BUTTER BITES	\$1.43
Baked Goods	5396		Yes	POPTART BLUEBERRY 2PK	\$1.47
Baked Goods	5166		Yes	RICE KRISPIE TREAT 1.3Z	\$1.76
Baked Goods	5241		Yes	STRAWBERRY CHS DANISH CLOVERHILL	\$1.97
Baked Goods	5055		Yes	STRAWBERRY CREME COOKIES 5Z	\$1.85
Baked Goods	5115		Yes	STRAWBERRY NUTRIGRAIN	\$1.04
Baked Goods	5012		Yes	STRAWBERRY POPTARTS 2PK	\$1.47
Baked Goods	5073		Yes	VANILLA MOON PIE	\$1.21
Beverages	0190	Yes	No	BACK COUNTRY DECAF COFFEE	\$4.39
Beverages	0156	Yes	No	BC INSTANT COFFEE	\$4.42
Beverages	3207	Yes	No	FE COLOMBIAN BLEND COFFEE	\$5.22
Beverages	3368	Yes	No	TEA BAGS 48 CT	\$2.65
Beverages	3190	Yes	Yes	COFFEE IND TASTERS CHOICE	\$0.50
Beverages	3137	Yes	Yes	OTG LEMONADE CRYSTAL LIGHT	\$0.75
Beverages	3135	Yes	Yes	OTG RASP ICE CRYSTAL LIGHT	\$0.75
Beverages	3327	Yes	Yes	SF FRUIT PUNCH IND COOL OFF	\$0.44
Beverages	3328	Yes	Yes	SF ICED TEA IND COOL OFF	\$0.44
Beverages	3326	Yes	Yes	SF LEMONADE IND COOL OFF	\$0.44
Beverages	3449	Yes	Yes	SUGAR TWIN 10 CT	\$0.56
Beverages	3569	Yes	Yes	WYLLERS LIGHT BLUE OCEAN BREEZE	\$2.84
Beverages	0152	Yes	Yes	WYLLERS LIGHT W/CAFFEINE TROPICAL SINGLES TO GO 6CT	\$2.84
Beverages	3046		No	CAPPUCCINO VANILLA	\$0.76
Beverages	3003		Yes	CREAMER 10 CT	\$0.71
Beverages	3221		Yes	SWISS MISS COCOA	\$0.49
Candy	9304		No	GG CHERRY SOUR BALLS	\$1.64
Candy	9305		No	GG CINNAMON DISCS	\$1.64
Candy	0162		No	GG RAINBOW MIX HARD CANDY	\$1.64
Candy	9003		Yes	BUTTERFINGER	\$1.62
Candy	9558		Yes	CHICK-O-STICK	\$0.75
Candy	9038		Yes	HERSHEY PLAIN	\$1.62
Candy	9023		Yes	KIT KAT	\$1.62
Candy	9007		Yes	M&MS PEANUT	\$1.62
Candy	9008		Yes	M&MS PLAIN	\$1.62
Candy	9009		Yes	MILKY WAY	\$1.62
Candy	9101		Yes	NESTLE CRUNCH	\$1.62
Candy	9040		Yes	PAYDAY	\$1.62
Candy	9011		Yes	REESES PB CUP	\$1.62
Candy	9031		Yes	REESES PIECES	\$1.62
Candy	9012		Yes	SKITTLES ORIGINAL	\$1.62
Candy	9013		Yes	SNICKERS	\$1.62

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Candy	9022		Yes	STARBURST	\$1.62
Candy	9015		Yes	TWIX	\$1.62
Clothing	8000			BOXERS - 2XL	\$3.11
Clothing	8001			BOXERS - 3XL	\$3.11
Clothing	8003			BOXERS - L	\$3.11
Clothing	8004			BOXERS - M	\$3.11
Clothing	8005			BOXERS - S	\$3.11
Clothing	8006			BOXERS - XL	\$3.11
Clothing	8088			PANTIES LADIES 10	\$2.87
Clothing	8017			PANTIES LADIES 12	\$2.87
Clothing	8108			PANTIES LADIES 15	\$2.87
Clothing	8021			PANTIES LADIES 8	\$2.87
Clothing	8022			PANTIES LADIES 9	\$2.87
Clothing	8466			SHWR SHOE 2XL BLK X STRAP	\$1.08
Clothing	8186			SHWR SHOE L BLK X STRAP	\$1.08
Clothing	8185			SHWR SHOE M BLK X STRAP	\$1.08
Clothing	8184			SHWR SHOE S BLK X STRAP	\$1.08
Clothing	8187			SHWR SHOE XL BLK X STRAP	\$1.08
Clothing	7541			SPORTS BRA 32	\$3.60
Clothing	7542			SPORTS BRA 34	\$3.60
Clothing	7545			SPORTS BRA 40	\$3.60
Clothing	7546			SPORTS BRA 42	\$3.60
Clothing	8052			THERMAL BOTTOM - 2XL	\$7.59
Clothing	8053			THERMAL BOTTOM - 3XL	\$7.59
Clothing	8050			THERMAL BOTTOM - L	\$7.59
Clothing	809			THERMAL BOTTOM - M	\$7.59
Clothing	8085			THERMAL BOTTOM - S	\$7.59
Clothing	8051			THERMAL BOTTOM - XL	\$7.59
Clothing	8058			THERMAL TOP - 2XL	\$7.59
Clothing	8059			THERMAL TOP - 3XL	\$7.59
Clothing	8056			THERMAL TOP - L	\$7.59
Clothing	8055			THERMAL TOP - M	\$7.59
Clothing	8061			THERMAL TOP - S	\$7.59
Clothing	8057			THERMAL TOP - XL	\$7.59
Clothing	8036			TUBE SOCKS	\$1.27
Grocery	0101	Yes	No	FOOD XPRS PRE-COOKED LONG GRAIN WHITE RICE POUCH	\$2.31
Grocery	0111		No	CHEDDAR CHEESE POUCH	\$0.81
Grocery	0108		No	CHILI WITH BEANS	\$4.40
Grocery	0135		No	CHUNK LIGHT TUNA IN WATER	\$3.32
Grocery	0110		No	CREAM CHEESE POUCH	\$0.81

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Grocery	0112		No	JALAPENO CHEDDAR CHEESE POUCH	\$0.81
Grocery	0124		No	MACKEREL FILLET OIL W/ JALAPENO	\$2.37
Grocery	0109		No	SEASONED BEEF CRUMBLES	\$5.69
Grocery	0107		No	SHREDDED CHICKEN BREAST	\$5.69
Grocery	0175		No	TRAILS BEST BEEF & CHEDDAR STICKS	\$1.76
Grocery	4374		No	TRAIL'S BEST DOUBLE SALAMI STICKS	\$1.76
Grocery	4377		No	TRAIL'S BEST TWIN BEEF STICKS	\$1.76
Grocery	4199		Yes	BBQ SAUCE PC	\$1.13
Grocery	4008		Yes	GRAPE JELLY SQZR 1Z	\$0.67
Grocery	0188		Yes	HEREFORD RIP N READY JAMBALAYA DIRTY RICE W BEEF	\$4.40
Grocery	0157		Yes	IDAHOAN POUCH LOADED BAKED MASHED POTATOES	\$4.40
Grocery	4037		Yes	KETCHUP 10 CT	\$1.20
Grocery	4010		Yes	MALT-O-Meal OATMEAL SINGLE	\$0.66
Grocery	4455		Yes	MAYO PKT 9GM	\$0.24
Grocery	4203		Yes	MUSTARD 10CT	\$0.75
Grocery	4542		Yes	PEANUT BUTTER SQUEEZE	\$0.94
Grocery	4051		Yes	PEPPER PACK 10 CT	\$0.56
Grocery	4146		Yes	PINK SALMON 2.5Z COFSEA	\$2.61
Grocery	4013		Yes	RAMEN BEEF	\$1.25
Grocery	4330		Yes	RAMEN CAJUN CHICKEN	\$1.25
Grocery	4014		Yes	RAMEN CHICKEN	\$1.25
Grocery	4015		Yes	RAMEN CHILI	\$1.25
Grocery	4016		Yes	RAMEN PICANTE BEEF	\$1.25
Grocery	4329		Yes	RAMEN SPICY VEGETABLE	\$1.25
Grocery	4193		Yes	RANCH DRESSING 1.5Z	\$0.81
Grocery	4052		Yes	SALT PACKS 10 CT	\$0.56
Grocery	0153		Yes	SAYULITA 8 FLOUR TORTILLA 10 CT	\$3.32
Grocery	0186		Yes	SM REFRIED BEANS	\$3.13
Grocery	0185		Yes	SM REFRIED BEANS W/ JALAPENOS	\$3.13
Grocery	4021		Yes	SPAM 2.5Z	\$2.71
Grocery	4106		Yes	STRAWBERRY JAM SQZR 1Z	\$0.57
Grocery	3931		Yes	TAPATIO HOT SAUCE	\$0.24
Grocery	4164		Yes	TITOS JALAPENO SLICES	\$0.82
Grocery	0154		Yes	VARIETY INSTANT OATMEAL 10 CT	\$6.64
Postage	2025			STAMP \$1.00	\$1.00
Postage	2007			STAMP .01 CENT	\$0.01
Postage	2009			STAMP .02 CENT	\$0.02
Postage	2000			STAMP BOOK OF 10	\$6.60
Postage	2014			STAMP INTERNATIONAL	\$1.40
Postage	2001			STAMPED ENVELOPE	\$0.84

Master Contract No. 902299
Procurement Contract No. 26673

Salty Snacks	6322	Yes	Yes	CLIF BAR CHOCBRWN	\$3.60
Salty Snacks	6411	Yes	Yes	CLIF BAR WHT CHOC MACADAMIA	\$3.60
Salty Snacks	3942	Yes	Yes	CLIF CHOCOLATE MINT	\$3.60
Salty Snacks	6321	Yes	Yes	CLIFBARCRPNUTBTR	\$3.60
Salty Snacks	6922	Yes	Yes	KIND DARK CHOC CHUNK	\$2.18
Salty Snacks	6920	Yes	Yes	KIND OATS & HONEY COCONUT	\$2.18
Salty Snacks	6921	Yes	Yes	KIND PB DARK CHOC	\$2.18
Salty Snacks	6513	Yes	Yes	LAYS BAKED BBQ 1.125Z	\$1.55
Salty Snacks	6303	Yes	Yes	LAYS BKD SC & ONION	\$1.55
Salty Snacks	6912	Yes	Yes	RUFFLES BAKED CHEDDAR & SOUR CREAM	\$1.55
Salty Snacks	6038	Yes	Yes	SMARTFOOD WHITE CHED POPCORN	\$1.55
Salty Snacks	6510		Yes	BLUE DIAMOND ALMONDS ROASTED/SALTED	\$2.18
Salty Snacks	6037		Yes	CHEESE ITZ	\$1.55
Salty Snacks	6001		Yes	CHEETOS CRUNCHY	\$1.55
Salty Snacks	6068		Yes	CHEETOS FH LIMON	\$1.55
Salty Snacks	6002		Yes	CHEETOS FLAMIN HOT	\$1.55
Salty Snacks	6021		Yes	CHEETOS JALAPENO	\$1.55
Salty Snacks	6085		Yes	CHEX MIX CHEDDAR	\$1.55
Salty Snacks	6008		Yes	DORITOS COOL RANCH	\$1.55
Salty Snacks	6598		Yes	DORITOS FH LIMON	\$1.55
Salty Snacks	6009		Yes	DORITOS NACHO 1.75Z	\$1.55
Salty Snacks	6000		Yes	DORITOS SPICY SWEET CHILI	\$1.55
Salty Snacks	6324		Yes	FRITOLAY TOSTITOS ROUNDS	\$1.55
Salty Snacks	6031		Yes	FRITOS CHILI CHEESE	\$1.55
Salty Snacks	6020		Yes	FRITOS REGULAR	\$1.55
Salty Snacks	6010		Yes	FRITOS TWIST HONEY BBQ	\$1.55
Salty Snacks	6245		Yes	GARDETTO ORIGINAL	\$1.55
Salty Snacks	6015		Yes	HOT PORK RINDS	\$1.55
Salty Snacks	6188		Yes	KARS SRIRACHA PEANUTS	\$2.18
Salty Snacks	6973		Yes	KARS SWT & SPICY 1.75Z	\$1.75
Salty Snacks	6041		Yes	KARS UNSALTED ENRGY TRMX	\$1.75
Salty Snacks	6012		Yes	LAYS BBQ CHIPS	\$1.55
Salty Snacks	6026		Yes	LAYS REGULAR	\$1.55
Salty Snacks	6018		Yes	LAYS SC & ONION	\$1.55
Salty Snacks	6240		Yes	MISS VICKIES JALA CHIPS	\$1.55
Salty Snacks	6014		Yes	MUNCHIES FLAMIN HOT	\$1.55
Salty Snacks	6916		Yes	MV SEA SALT	\$1.55
Salty Snacks	6591		Yes	PLANTERS PEANUTS 1Z	\$0.66
Salty Snacks	6237		Yes	ROLD GOLD TINY TWIST PRETZELS	\$1.55
Salty Snacks	6353		Yes	RUFFLES SC & CHEDDAR	\$1.55
Salty Snacks	6919		Yes	SAHALE CASHEW MAC TANG VAN	\$3.13
Salty Snacks	6032		Yes	SNACK CRACKERS	\$3.79
Salty Snacks	6117		Yes	SNYDERS JALA PRETZEL BITS	\$1.55
Salty Snacks	6249		Yes	SUN CHIPS HARVEST CHEDDAR	\$1.55
Salty Snacks	6906		Yes	WAVY HICKORY BBQ LAYS 1.5Z	\$1.55
Salty Snacks	6252		Yes	WHEAT THINS 1Z	\$1.55



EXHIBIT B

PAYMENT TERMS

1. Contractor shall pay the Alameda County Sheriff's Office Inmate Welfare Fund 32% of net sales during the contract term. Net sales are defined as commissary gross sales minus sales tax, phone time, tablet time, indigent items, indigent kits, and stamp revenue. Percentage of sales commission payments shall be made monthly, and each payment shall be accompanied by monthly reports of all commissary sales by facility. Reports shall reflect total sales made, list of sales excluded from commission calculations by type, commission rate applied, and commission amount.
2. These commission terms shall continue through any extensions.

	% for Year 1	% for Year 2	% for Year 3
Commission to be paid based on estimate sales per year.	32%	32%	32%

3. Weekly invoices will be reviewed for approval by the County, ACSO Reentry & Support Services or a unit designated by ACSO, 5325 Broder Boulevard, Dublin CA. The invoices shall be accompanied by weekly transaction regular and web sales, commissary credit reports, and balancing reports. The balancing reports shall be reconciled from County's Jail Management System to the contractor's accounting system.
4. The monthly commission shall be paid to the Alameda County Sheriff's Office Inmate Welfare Fund and sent on the 15th day of each month attention to Reentry & Support Services Unit 5325 Broder Blvd., Dublin, CA.
5. The County has and reserves the right to make any changes to the current billing process to transition to the SRJ Accounting Department.



EXHIBIT C

INSURANCE REQUIREMENTS

COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
D	Endorsements and Conditions: ADDITIONAL INSURED: All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self- insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. SUBCONTRACTORS: Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13. JOINT VENTURES: If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods: - Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above. - Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured". CANCELLATION OF INSURANCE: All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation. CERTIFICATE OF INSURANCE: Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.	



EXHIBIT D

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Aramark

PRINCIPAL: Steve Yarsinsky TITLE: Finance VP

SIGNATURE: DocuSigned by: Steve Yarsinsky DATE: 7/12/2024
8DD54D02B0CD4AA...



EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

The County of Alameda utilizes Elation Systems, a third-party compliance system to monitor subcontractor utilization requirements.

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow them to register to use Elation Systems (at <https://www.elationsys.com/APP/>) free of charge.

Upon receipt of signed contract documents, the prime contractor shall immediately enter subcontractors (contributing towards utilization requirements) in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Elation Systems support, resources, and assistance are available online to registered contractors awarded a contract as a result of this bid process for this project and participating registered subcontractors.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and able to utilize Elation Systems as required.



Master Contract No. 902299
Procurement Contract No. 26673

EXHIBIT F

COUNTY OF ALAMEDA
THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

**INTENTIONALLY
OMITTED**

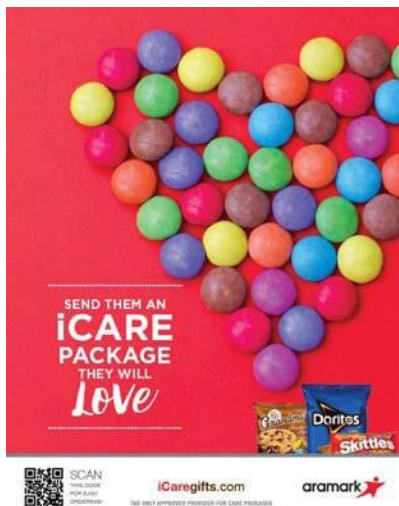


Attachment A

Value Added Programs

VALUE ADDED PROGRAMS

Aramark proposes value add program for Alameda County. The roll out of these programs in the incentive pods will be a staged approach agreed upon with the county.



iCARE PACKAGE PROGRAM

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

MAINTAIN FAMILY CONNECTION DURING INCARCERATION

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

How it Works:

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

GOCART

Aramark's GoCart is a mobile merchandising system enabling you to maximize the sales in your commissary operation by capturing point-of-sale purchases.

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

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

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



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



ICE CREAM CART

For inmates looking for a cool treat, GoCart Ice Cream delivers the latest ice cream and frozen novelties to housing pods and other locations throughout your facility. The mobile cart is operated by Aramark staff. Though it remains plugged in while idle to keep products frozen, it can be wheeled around your facility on a schedule that works for you. This solution adds variety to your retail menu and is an exciting snack option beyond typical commissary items.

WHAT'S ON THE CART?

GoCart Ice Cream offers a wide product selection from popular Mars brands like Snickers and M&M's that are priced to fit any budget.

There is a variety of options to choose from on our ice cream cart, and we use retail data to determine which products sell best with your population.

- Twix ice cream pint
- Dove Mint Chunk ice cream pint
- Dove Unconditional Chocolate ice cream pint
- Snickers ice cream pint
- M&M's ice cream pint



PROMOTING THE PROGRAM

Promotions are offered throughout the year to drive excitement and participation. We provide materials to advertise the items on the cart to raise awareness and generate sales:

- Fliers customized to the options at your facility
- Delivery based on your security protocols
- Inmates are encouraged to take advantage of the program
- Additional revenue is generated



INTAKE PROGRAM

The infographic is titled "INTAKE PROGRAM" and features a circular icon with a person and a clock. It contains several statistics and benefits:

- INTAKE PROGRAM**
Intake & booking is a lengthy process that can be challenging for new offenders
- The average length of the intake process for paperwork, medical screenings, mugshots, fingerprinting & classification can take more than **4 hours**
- Indigent & Welcome Kits provide **only** essential items
- Considering **50%** of accounts deliver commissary once a week, the gap between booking & purchasing commissary can leave new offenders with limited resources for up to 7 days
- These factors can create challenges for officers: Intimidation • Fights • Distractions
- The Intake Program allows new offenders to purchase items during processing. Bridging the gap until they can get commissary.
- Greater snack selection
- Encourages impulse purchases
- Creates revenue stream for the facility
- FACILITY IMPACT**
 - Reduces stress for officers
 - Calmer atmosphere
 - Safe & more secure environment
 - Incremental revenue impacts your bottom line

Interested in starting an Intake Program at your facility? Contact your District Manager to get started!

aramark

INTAKE PROGRAM

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

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

What's Included:

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

VOCATIONAL TRAINING

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

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



8,000+

IN2WORK graduates
have successfully
completed the program
over the past 12 years.

THE IN2WORK IMPACT

 **230** IN2WORK PROGRAMS
currently giving **students**
OPPORTUNITIES

1,500+
AVERAGE MONTHLY **ENROLLMENT** IN
IN2WORK FOOD &
RETAIL PROGRAMS

WE ARE TARGETING
 **420+**
NEW IN2WORK PROGRAMS
BY THE END OF 2024

 **ON AVERAGE** IN2WORK INSTRUCTORS SPEND
48,000+
HOURS EDUCATING & COACHING
OUR STUDENTS EACH YEAR

 **31 STATES**
HAVE AN IN2WORK PROGRAM OPERATING TODAY

250+ IN2WORK INTERNS

238 IN2WORK GRADUATES hired at Aramark
in the last year

11,000
TOTAL GRADUATES
1,509 IN 2022

 **100%**
of Graduates
WHO APPLIED TO PURSUE A
postsecondary education,
BOTH PRE- AND POST-RELEASE,
RECEIVED A SCHOLARSHIP

\$82,000
SCHOLARSHIPS
— AWARDED —

IN2WORK RETAIL CERTIFICATION

RETAIL BASICS

PHASE 1:

Instruction on basic conceptual and practice aspects of retailing

RETAIL MANAGEMENT

PHASE 2:

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

NRF FOUNDATION RISEUP™

PHASE 3:

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

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

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



Warehouse, Inventory, and Logistics

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



IN2WORK, SCHOLARSHIP, & EMPLOYMENT PROGRAMS

in2Work sCHoLarsHip

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



ELIGIBILITY FOR IN2WORK SCHOLARSHIP

Applicants must meet all of the following criteria:

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

Selection Criteria for IN2WORK Scholarship

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

Supporting Documents

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

APPLY FOR AN **IN2WORK** SCHOLARSHIP

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

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

HOW TO APPLY ►

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

in2(tHe)future sCHoLarsHip

BREAK THE CYCLE

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

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

ELIGIBILITY CRITERIA

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

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



in2Work empLoYment

SECOND-CHANCE HIRING IS THE RIGHT THING TO DO.

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

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

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

ALLIE VIRTUAL EMPLOYMENT TOOL

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

THIS IS HOW IT WORKS:

GRADUATES
RECEIVE A
FLIER WITH THE
information
on **teXtCode**



CANDIDATE TEXTS
“IN2WORK” TO THE
CODE ON THE FLIER
TO CONNECT WITH
THE **aLLie virtual**
assistant & DETERMINE
DESIRED JOB/LOCATION



ALLIE PROVIDES A
LINK TO **a List of**
aramark JoBs
BASED ON THEIR
LOCATION AND JOB
TYPE



Candidate
appLies to
seLeCted JoB
THROUGH ALLIE’S
CHAT TO APPLY
FEATURE

IN2WORK IMPACT

EDUCATE. ENCOURAGE. EMPLOY.

LEON'S STORY: A TRUE PARTNERSHIP

"Flint Man Becomes First Michigan Inmate To Get ServSafe Certified In Jail"



LEON M.
IN2WORK Graduate, 2021

“Good do come out of bad, you know? I'm just thankful and grateful I was given this opportunity. It was a long journey, but I stuck through it. I never would have thought that I'd be where I am today.”

Leon was incarcerated in Flint, Michigan for 21 months; he was also the very first graduate out of the IN2WORK Program at Genesee County Jail. Both the Aramark team and Genesee County officials celebrated his success with a graduation ceremony. Leon prepared individually packaged meals for all the attendees – including his mother and aunt who surprised him at the graduation. Fighting back tears, Leon accepted his certificates and thanked those who supported him through the program.

To fully support students like Leon, the IN2WORK program partnered with the Sheriff's department program IGNITE. Both programs aim to break the cycle of incarceration through education and employment. The partnership strengthens and encourages graduates to build a pathway to a career by taking advantage of reentry assistance, leading up to job placement with the county.

Let's look at Leon's rehabilitative journey:

- He graduated from the I2W & IGNITE programs and was released from jail
- Immediately after release, Leon applied and earned a position with the county's senior's nutrition service program.
- Today Leon has a full-time job, receiving a livable wage within the same county that he was previously incarcerated.

Education and continued reentry support are proven to reduce recidivism and boost employability and earnings. The partnership between IN2WORK and Genesee County helped Leon jumpstart his career and validate his inherent worth.



“I want everyone to see that this is the reality of investing in people. There is a population that is sometimes forgotten, and many times dismissed.”
- SHERIFF SWANSON



THE FUTURE:

Leon would like to open his own food truck. He specializes in making deep fried burritos with five different meats, potatoes, olives, jalapeños and cheese.