

**AMENDMENT NO. 12  
CONTRACT NO. Y14-103, INMATE COMMISSARY AND BANKING  
SERVICES OF OCC**

EFFECTIVE DATE: November 14, 2023

By mutual agreement, the subject contract is changed as follows:

1. The contract is hereby extended for the period of November 14, 2023 through November 13, 2024.
2. The total amount of the contract has changed from \$5,711,903 to \$5,901,903, an increase of \$190,000.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**ARAMARK CORRECTIONAL  
SERVICES LLC  
2400 Market Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19103**

By: Stephen Yarsinsky  
8DD54D02B0CD4AA...

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

Carrie Mathes

Print Name: Stephen Yarsinsky

Carrie Mathes. Manager

Title: Vice President, Finance

Procurement Division

Date: 11/13/2023

Date: 11.13.2023

**AMENDMENT NO. 11  
CONTRACT NO. Y14-103, INMATE COMMISSARY AND BANKING  
SERVICES OF OCC**

EFFECTIVE DATE: May 14, 2023

By mutual agreement, the subject contract is changed as follows:

1. The contract is hereby extended for the period of May 14, 2023 through November 13, 2023.
2. The total amount of the contract has changed from \$5,686,903 to \$5,711,903, an increase of \$25,000.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**ARAMARK CORRECTIONAL  
SERVICES LLC**  
**2400 Market Street, 8<sup>th</sup> Floor**  
**Philadelphia, PA 19103**  
 By: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

DocuSigned by:  
  
  
 8DD54D02B0CD4AA.....

Print Name: Stephen Yarsinsky

Carrie Mathes

Title: VP, Finance

Procurement Division Procurement Manager

Date: 5/15/2023

Date: 5.19.2023

**AMENDMENT NO. 10  
CONTRACT NO. Y14-103, INMATE COMMISSARY AND BANKING  
SERVICES OF OCC**

EFFECTIVE DATE: September 6, 2022

By mutual agreement, the subject contract is changed as follows:

1. The total amount of the contract has changed from \$5,636,903 to \$5,686,903, an increase of \$50,000, all other terms, conditions and prices remain unchanged.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**ARAMARK CORRECTIONAL  
SERVICES LLC  
2400 Market Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19103**

By: Stephen Yarsinsky  
DocuSigned by:  
8DD54D02B0CD4AA...

Print Name: Stephen Yarsinsky

Title: VP, Finance

Date: 10/13/2022

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

Kathy Saldutti

Kathy Saldutti

Procurement Division

Date: 10/14/2022

**AMENDMENT NO. 9  
CONTRACT NO. Y14-103, INMATE COMMISSARY AND BANKING  
SERVICES OF OCC**

EFFECTIVE DATE: October 13, 2022

By mutual agreement, the subject contract is changed as follows:

- 1. Scope of Services #3 Inmate Services #12- Inmate Commissary Bag is added to the contract:

Inmate workers will receive three-dollars and fifty cents (\$3.50) commissary bag weekly for working in regular job positions; kitchen inmate workers will receive a seven-dollars and fifty cents (\$7.50) commissary bag weekly. The incentive bags will be distributed to the inmate workers by the Contractor on the facility's normal commissary day. The Contractor will invoice OCCD by calendar month for bags distributed to inmate workers.

Inmates will receive ten-dollar (\$10) or twenty (\$20) commissary bag for COVID vaccination.

Any additional incentive bag programs may be requested, and pricing will be mutually agreed upon.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**ARAMARK CORRECTIONAL  
SERVICES LLC  
2400 Market Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19103**

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

By: Stephen Yarsinsky  
8DD54D02B0CD4AA...

Kathy Saldutti

Print Name: Stephen Yarsinsky

Kathy Saldutti

Title: VP, Finance

Procurement Division

Date: 10/13/2022

Date: 10/14/2022

**AMENDMENT NO. 8  
CONTRACT NO. Y14-103, INMATE COMMISSARY AND BANKING  
SERVICES OF OCC**

EFFECTIVE DATE: NOVEMBER 14, 2022

By mutual agreement, the subject contract is changed as follows:

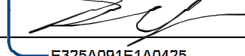
- 1. The contract is hereby extended for the period of November 14, 2022 through May 13, 2023.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**ARAMARK CORRECTIONAL  
SERVICES LLC  
2400 Market Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19103**

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

By:   
E325A091E1A0425...



Print Name: Stephen Yarsinsky

Carrie Mathes, Manager

Title: Vice President, Finance

Procurement Division

Date: 7/22/2022

Date: 7.25.2022

**AMENDMENT NO. 7  
CONTRACT NO. Y14-103, INMATE COMMISSARY AND BANKING  
SERVICES OF OCC**

EFFECTIVE DATE: NOVEMBER 14, 2021

By mutual agreement, the subject contract is changed as follows:

1. The contract is hereby extended for the period of November 14, 2021 through November 13, 2022.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**ARAMARK CORRECTIONAL  
SERVICES LLC  
2400 Market Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19103**

By: \_\_\_\_\_  
DocuSigned by:  
*Michael Santoro*  
33F926671D6946D...

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

\_\_\_\_\_  
*Carrie Mathes*

Print Name: Michael Santoro

Carrie Mathes, Manager

Title: Vice President Finance

Procurement Division

Date: 12/1/2021

Date: 12/1/2021

**AMENDMENT NO. 6  
CONTRACT NO. Y14-103, INMATE COMMISSARY AND BANKING  
SERVICES OF OCC**

EFFECTIVE DATE: NOVEMBER 14, 2020


By mutual agreement, the subject contract is changed as follows:

1. The contract is hereby renewed for the period of November 14, 2020 through November 13, 2021.
2. The attached Exhibit C prices have been changed based on an annual Fair Market Value survey.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**ARAMARK CORRECTIONAL  
SERVICES LLC  
2400 Market Street, 8<sup>th</sup> Floor  
Philadelphia, PA 19108**

By:   
DocuSigned by:  
F8D654C2EF504E8...

Print Name: Mark Adams

Title: VP Finance

Date: 11/17/2020

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**

  
  
Zulay Millan, Assistant Manager

Procurement Division

Date: 11-29-2020

**CHIPS & SNACKS**

PLU		PRICE
6000	SPICY SWEET CHILI DORITOS 1.75oz	\$ 1.25
6008	DORITOS COOL RANCH 1.75oz	\$ 1.25
6009	DORITOS NACHO 1.75oz	\$ 1.25
6027	TORTILLA CHIPS 8oz	\$ 3.43
6015	HOT PORK RINDS 1oz	\$ 1.15
6018	LAYS SC & ONION 1.75oz	\$ 1.25
6021	CHEETOS JALAPENO 2.0oz	\$ 1.25
6031	CHILI CHEESE FRITOS 2.0oz	\$ 1.25
6079	HOT FRIES .85Z	\$ 0.38
6241	ANIMAL CRACKERS 2Z	\$ 1.10
6342	CRANBERRY ALMOND TRAIL MIX	\$ 1.05
6350	ROAST PEANUTS 1Z KARS	\$ 0.43
6904	DILL PICKLE CHIPS 1.5OZ	\$ 1.21

**COOKIES & PASTRIES**

5198	CHOCOLATE COVERED DONUTS	\$ 1.86
5005	CHOC CUPCAKES 4oz	\$ 1.76
5008	HONEYBUN GRAND ICED 6oz	\$ 1.81
5025	BIG TEXAS CINN ROLL 4oz	\$ 1.63
5091	HONEYBUN JUMBO 5oz	\$ 1.82
5166	RICE KRISPY TREAT 1.3Z	\$ 0.83
5012	STRAWBERRY POPTARTS 3.52oz	\$ 1.15
5024	GMAS CHOC CHIP COOKIES 2.5oz	\$ 1.03
5038	OREO COOKIES 1.18oz	\$ 0.54
5047	GMAS OATMEAL COOKIES 2.5oz	\$ 1.03
5063	BRWN SGR/CIN 2PK POPTARTS	\$ 1.15

**CANDY**

9004	BUTTERSCOTCH DROPS 4.5oz	\$ 1.27
9014	STARLIGHT MINTS	\$ 1.07
9136	SF HARD CANDY 2oz	\$ 0.73
9008	M&M PLAIN 1.69oz	\$ 1.65
9007	M&M PEANUTS 1.75oz	\$ 1.65
9009	MILKYWAY 1.84 oz	\$ 1.65
9011	REESES PB CUP 1.5 oz	\$ 1.65
9013	SNICKERS 1.86oz	\$ 1.65
9016	BABYRUTH 2.1 oz	\$ 1.65
9023	KIT KAT 1.5 oz	\$ 1.65
9040	PAYDAY 1.85oz	\$ 1.65
9101	NESTLE CRUNCH 1.55 oz	\$ 1.65
9111	ALMOND JOY 1.16 oz	\$ 1.65
9238	ALL STAR HARD CANDY 3oz	\$ 0.92
9001	3 MUSTETEERS 1.92 oz	\$ 1.65
9003	BUTTERFINGER 1.9OZ	\$ 1.65

**SOUPS**

PLU		PRICE
4013	RAMEN BEEF 3oz	\$ 0.70
4014	RAMEN CHICKEN 3oz	\$ 0.70
4015	RAMEN CHILI 3oz	\$ 0.70
4016	RAMEN PICANTE BEEF 3oz	\$ 0.70

**FOOD**

4001	BEEF/CHEDDAR STICK 1.125OZ	\$ 1.43
4000	BEEF STICK 1.125OZ	\$ 1.67
4070	DBL BRL SPICY MT&CHS 1.125OZ	\$ 1.43
4211	TUNA POUCH 6Z	\$ 3.19
4109	TORTILLAS 4 CT	\$ 1.42
4035	SMR SAUSAGE 5Z OBRIENS	\$ 3.49
4064	HOT/SPICY BF SGE 5Z OBRIENS	\$ 3.49
4003	CHICKEN POUCH 3 OZ	\$ 1.72
4028	WHITE RICE INSTANT 2 OZ	\$ 0.62
4019	SALTINES 4Z 1 SLEEVE	\$ 1.29
4151	DILL PICKLE KOSHER 5OZ	\$ 1.48
4312	MPL/BRWN OATMEAL 10CT	\$ 2.60

**CONDIMENTS**

4002	CHEESE SQUEEZER 1 OZ	\$ 0.98
4008	GRAPE JELLY 1 OZ SQUEEZER	\$ 0.25
4009	MAYO SQUEEZER 1 OZ	\$ 0.40
4166	MUSTARD PC	\$ 0.11
4207	KETCHUP PC	\$ 0.11
4011	PEANUT BUTTER 1OZ SQUEEZER	\$ 0.35
3002	MAXWELL HOUSE IND	\$ 0.36
3005	SF BLACK CHERRY IND	\$ 0.26
3006	CHERRY MIX IND	\$ 0.27
3007	FRUIT PUNCH IND	\$ 0.27
3008	SF ICE TEA MIX	\$ 0.26
3009	LEMONADE MIX IND	\$ 0.27
3010	ORANGE MIX IND	\$ 0.26
3011	SF ORANGE MIX IND	\$ 0.27
3015	ICED TEA MIX - SINGLE SERVE	\$ 0.27
3042	SF LEMON MIX IND	\$ 0.26
3045	SF FRUIT PUNCH MIX	\$ 0.26
3106	SF WATERMELON MIX IND	\$ 0.26
3115	SUGAR PACK	\$ 0.03
3116	CREAMER PACK	\$ 0.60
3190	TASTERS CHOICE STICK	\$ 0.36
7282	Single Use Paper Cup	\$ 0.29



PLU		PRICE
8000	BOXERS 2XL	\$ 4.59
8001	BOXERS 3XL	\$ 4.59
8003	BOXERS LG	\$ 4.59
8004	BOXERS MED	\$ 4.59
8005	BOXERS SM	\$ 4.59
8006	BOXERS XL	\$ 4.59
8036	SOCKS	\$ 1.95
8042	T-SHIRT 3XL	\$ 6.39
8044	T-SHIRT LG	\$ 6.03
8045	T-SHIRT MED	\$ 6.03
8046	T-SHIRT SM	\$ 6.03
8047	T-SHIRT XL	\$ 6.03
8048	T-SHIRT 2XL	\$ 6.39
8049	THERMAL BOTTOM MED	\$ 9.22
8050	THERMAL BOTTOM LG	\$ 9.22
8051	THERMAL BOTTOM XL	\$ 9.22
8052	THERMAL BOTTOM 2XL	\$ 9.22
8053	THERMAL BOTTOM 3XL	\$ 9.22
8054	THERMAL BOTTOM 4XL	\$ 9.22
8055	THERMAL TOP MED	\$ 9.22
8056	THERMAL TOP LG	\$ 9.22
8057	THERMAL TOP XL	\$ 9.22
8060	THERMAL TOP 4XL	\$ 9.22
8110	BRIEFS SMALL	\$ 1.97
8111	BRIEFS MED	\$ 1.97
8112	BRIEFS LG	\$ 1.97
8113	BRIEFS XL	\$ 1.97
8114	BRIEFS 2XL	\$ 1.97
8115	BRIEFS 3XL	\$ 1.97
8379	ORANGE SHORTS - MED	\$ 9.59
8380	ORANGE SHORTS - LG	\$ 9.59
8381	ORANGE SHORTS - XL	\$ 9.59
8382	ORANGE SHORTS - 2XL	\$ 9.59
8383	ORANGE SHORTS - 3XL	\$ 9.59
8384	ORANGE SHORTS - SM	\$ 9.59

Indigent Kits & Hygiene	
7500	IND KIT CARE PACK
7501	IND TOOTHBRUSH
7506	IND IBUPROFEN 2PK
7509	IND ANTIFUNGAL CRM
7510	IND ACETAMINOPHEN
7515	IND 6 PC OF PAPER
7529	IND TRIPLE ANTIBIOTIC
7530	IND EXLAX TABLETS
7531	IND HEMMORHOIDAL OINT
7532	IND HYDROCORT CREAM
7533	IND ANTACID LIQUID
7534	IND COMB
7558	IND SOAP DISH
7559	IND DENTURE ADHESIVE

Women's Clothing		
PLU		PRICE
8109	BRA SPORTS 32	\$ 10.29
8007	BRA SPORTS 34	\$ 10.29
8008	BRA SPORTS 36	\$ 10.29
8009	BRA SPORTS 38	\$ 10.29
8010	BRA SPORTS 40	\$ 10.29
8011	BRA SPORTS 42	\$ 10.29
8353	BRA SPORTS 44	\$ 10.29
8365	BRA SPORTS 48	\$ 10.29
8366	BRA SPORTS 50	\$ 10.29
8367	BRA SPORTS 52	\$ 10.29
8368	BRA SPORTS 46	\$ 10.29
8369	BRA SPORTS 54	\$ 10.29
8016	PANTIES LADIES 11	\$ 3.07
8017	PANTIES LADIES 12	\$ 3.07
8019	PANTIES LADIES 5	\$ 3.07
8020	PANTIES LADIES 7	\$ 3.07
8021	PANTIES LADIES 8	\$ 3.07
8022	PANTIES LADIES 9	\$ 3.07
8087	PANTIES LADIES 6	\$ 3.07
8088	PANTIES LADIES 10	\$ 3.07
8104	PANTIES LADIES 13	\$ 3.07
8108	PANTIES LADIES 15	\$ 3.07

Shoes		
8370	WOMEN'S SLIP ON 7	\$ 12.06
8371	WOMEN'S SLIP ON 8	\$ 12.06
8372	WOMEN'S SLIP ON 9	\$ 12.06
8373	MEN'S SLIP ON 8	\$ 12.06
8375	MEN'S SLIP ON 10	\$ 12.06
8376	MEN'S SLIP ON 11	\$ 12.06
8377	MEN'S SLIP ON 12	\$ 12.06
8378	MEN'S SLIP ON 13	\$ 12.06
8474	MEN'S SLIP ON 9	\$ 12.06

\*Must have \$2.00 or less for 7 days to order indigent items.

Indigent Clothing	
7535	IND BOXERS SM
7536	IND BOXERS MED
7537	IND BOXERS LG
7538	IND BOXERS XL
7539	IND BOXERS 2XL
7540	IND BOXERS 3XL
7541	IND SPORTS BRA 32
7542	IND SPORTS BRA 34
7543	IND SPORTS BRA 36
7544	IND SPORTS BRA 38
7545	IND SPORTS BRA 40
7546	IND SPORTS BRA 42
7547	IND SPORTS BRA 44
7548	IND SPORTS BRA 46
7549	IND SPORTS BRA 48
7550	IND SPORTS BRA 50
7551	IND SPORTS BRA 52
7552	IND SPORTS BRA 54
7553	IND TUBE SOCKS
7554	IND PANTIES SZ 6
7555	IND PANTIES SZ 8
7556	IND PANTIES SZ 10
7557	IND PANTIES SZ 12

EXHIBIT C 11/14/2020

Orange County



PLU		PRICE
1049	SULFUR 8 SHAMPOO 7.5oz	\$ 6.38
1257	WOMENS CLEAR STICK DEOD 3oz	\$ 3.08
1404	COCONUT OIL CONDITIONER 4Z	\$ 2.30
1075	BABY SHAMPOO 4Z	\$ 2.34
1104	BABY LOTION 4 oz	\$ 2.77
1113	COCOA BUTTER LOTION 4Z	\$ 2.34
1315	TUMS 12CT	\$ 1.41
1447	EXLAX 25 capsules	\$ 6.59
1474	LIQUID ANTACID	\$ 5.25
1021	PETROLEUM JELLY 4Z	\$ 3.20
1114	LOTION 4Z	\$ 2.47
1051	MOUHWASH 4Z	\$ 2.40
1020	MEDICATED SKIN CREAM	\$ 3.54
1026	BRUSHLESS SHAVE CREAM	\$ 2.67
1110	CONDITIONER 4Z	\$ 1.58
1127	TOOTHPASTE FRESHMINT 2.75Z	\$ 1.20
1157	DANDRUFF SHAMPOO 4Z	\$ 2.25
1012	CLUB BRUSH NO HANDLE	\$ 3.86
1013	BLUE MAGIC CONDITIONER 4OZ	\$ 1.08
1149	BATH/BODY FRESHSCENT 4Z	\$ 1.94
1150	DENTURE ADHESIVE 2.4oz	\$ 4.59
1027	IRISH SPRING 3.2Z	\$ 0.99
1475	LUBRIDERM LOTION 6oz	\$ 3.51
1000	ACETOMINOPHEN 2 PK	\$ 1.25
1003	COMB - NO HANDLE	\$ 0.84
1005	CONTACT LENS CASE	\$ 2.69
1015	HALLS - CHERRY 9 ct	\$ 1.53
1017	HYDROCORTISONE CREAM .5Z	\$ 2.97
1018	IBUPROPHEN	\$ 1.25
1029	SOAP BOX	\$ 1.83
1042	ANTIFUNGAL CREAM .5Z	\$ 7.96
1062	POMADE 4Z	\$ 4.61
1065	MENS CLEAR STICK DEOD 3oz	\$ 3.77
1329	HEMORRHOID OINTMENT 1oz	\$ 8.81
1155	TOOTHBRUSH CAP	\$ 0.65
1162	ROYAL CROWN DRESSING 4 OZ	\$ 3.38
1172	HAIR TIE SINGLE	\$ 0.20
1179	THUMB TOOTHBRUSH	\$ 0.46
1112	HAIR FOOD 4 OZ	\$ 3.12

GENERAL MERCHANDISE		
PLU		PRICE
7018	AAA Batteries	\$ 2.66
7080	Reading Glasses 2.75	\$ 10.64
7002	Earbuds	\$ 8.12
7009	Pen Flex Black	\$ 0.46
7000	9 x 12 Manilla Envelope	\$ 0.53
7001	BATTERY AA 2PK	\$ 3.00
7010	PLAYING CARDS	\$ 3.23
7011	Radio w/earbuds	\$ 22.55
7013	Spanish/English Dictionary	\$ 4.84
7019	Envelope plain #10	\$ 0.06
7023	Eng Dictionary Pocket	\$ 6.20
7038	PINOCHLE CARDS	\$ 3.23
7040	Reading Glasses 2.00	\$ 10.64
7048	DOMINOES	\$ 6.63
7068	WASH CLOTH	\$ 2.98
7077	Reading Glasses 1.25	\$ 10.64
7089	LEGAL PAD WHITE 8X14	\$ 1.66
7099	LEGAL PAD WHITE 8X11	\$ 1.66

CARDS & POSTAGE		
PLU		PRICE
2004	9 x 12 Manilla Envelope w/stamp	\$ 1.05
2005	Stamp single	\$ 0.55
2019	Stamp book	\$ 5.50
7049	CARD BDAY	\$ 2.48
7050	CARD HOLIDAY	\$ 2.48
7051	CARD FRIENDSHIP	\$ 2.48
7053	CARD GET WELL	\$ 2.48
7055	CARD KID BDAY	\$ 2.48
7061	CARD SPH FRIENDSHIP	\$ 2.48
7074	CARD SYMPATHY	\$ 2.48

## EXHIBIT C 11/14/2020

Tell your friends and family to send you all your  
snack favorites and more at [www.icaregifts.com](http://www.icaregifts.com)



**AMENDMENT NO. 5  
CONTRACT NO. Y14-103, INMATE COMMISSARY AND BANKING  
SERVICES OF OCC**

EFFECTIVE DATE: NOVEMBER 14, 2019

By mutual agreement, the subject contract is changed as follows:

1. The contract is hereby renewed for the period of November 14, 2019 through November 13, 2020.
2. The attached Exhibit D prices have been changed based on an annual Fair Market Value survey.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

**ARAMARK CORRECTIONAL  
SERVICES LLC  
1101 MARKET ST 27<sup>TH</sup> FLOOR  
PHILADELPHIA, PA 19107-2934**

By: \_\_\_\_\_

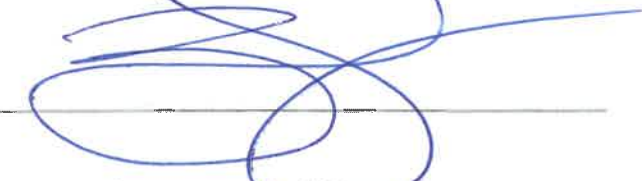


Print Name: Mark R. Adams

Title: VP Finance, CFO

Date: November 27, 2019

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**



Print Name: Zulay Millan, Assistant Manager

Title: Procurement Division

Date: 12/5/19

AMENDMENT NO. 4  
TERM CONTRACT NO. Y14-103

FOR

INMATE COMMISSARY AND BANKING SERVICES FOR OCC


EFFECTIVE DATE: NOVEMBER 14, 2018

The above contract is changed as follows:

1. The attached Exhibit 1 prices have been changed based on an annual Fair Market Value survey.

All other price, terms and conditions remain the same.

ARAMARK CORRECTIONAL  
SERVICES LLC  
1101 MARKET ST  
27<sup>TH</sup> FLOOR  
PHILADELPHIA PA 19107-2934

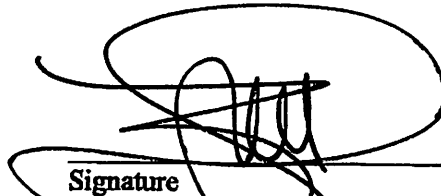
  
\_\_\_\_\_  
Signature

MARK R. ADAMS  
\_\_\_\_\_  
Printed/Typed Name

VICE PRESIDENT, FINANCE  
\_\_\_\_\_  
Title

12/04/2018  
\_\_\_\_\_  
Date

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

  
\_\_\_\_\_  
Signature

Zulay Millan, CRPO, CPPB.  
\_\_\_\_\_

Assistant Manager, Procurement Division  
\_\_\_\_\_

12/6/18  
\_\_\_\_\_  
Date

AMENDMENT NO. 3  
TERM CONTRACT NO. Y14-103  
FOR  
INMATE COMMISSARY AND BANKING SERVICES FOR OCC  
EFFECTIVE DATE: JANUARY 28, 2018

The above contract is changed as follows:

1. The attached Exhibit C prices have been changed based on an annual Fair Market Value survey.

All other price, terms and conditions remain the same.

**ARAMARK CORRECTIONAL  
SERVICES LLC  
1101 MARKET ST  
27<sup>TH</sup> FLOOR  
PHILADELPHIA PA 19107-2934**



\_\_\_\_\_  
Signature

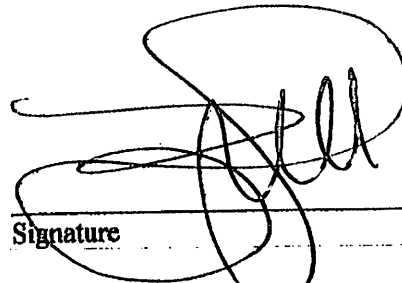
Mark R. Adams

\_\_\_\_\_  
Printed/Typed Name

Vice President, Finance

\_\_\_\_\_  
Title

**BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA**



\_\_\_\_\_  
Signature

Zulay Millan, CPPO, CPPB, FCCM

\_\_\_\_\_  
Administrator, Procurement Division

AMENDMENT NO. 2  
TERM CONTRACT NO. Y14-103

FOR

INMATE COMMISSARY AND BANKING SERVICES FOR OCC


EFFECTIVE DATE: FEBRUARY 5, 2017

The above contract is changed as follows:

1. The attached Exhibit C prices have been changed based on an annual Fair Market Value survey.

All other price, terms and conditions remain the same.

ARAMARK CORRECTIONAL  
SERVICES LLC  
1101 MARKET ST  
27<sup>TH</sup> FLOOR  
PHILADELPHIA PA 19107-2934

  
Signature

Mark R. Adams  
Printed/Typed Name

Vice President, Finance  
Title

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

  
Signature

Zulay Millan, CPPO, CPPB, FCCM

Administrator, Procurement Division

**Exhibit C Effective 1-30-2017**

<b>ORANGE COUNTY JAIL</b>		
<b>PLU</b>	<b><u>Items</u></b>	<b>Post Tax Price</b>
1000	ACETOMINOPHEN 2 PK	\$1.10
1003	COMB - NO HANDLE	\$1.34
1005	CONTACT LENS CASE	\$2.68
1012	CLUB BRUSH NO HANDLE	\$3.99
1013	BLUE MAGIC CONDITIONER 4 oz.	\$1.04
1015	HALLS - CHERRY 9 ct	\$1.44
1017	HYDROCORTISONE CREAM .5Z	\$4.96
1018	IBUPROPHEN	\$1.10
1019	LIP EX	\$2.19
1020	MEDICATED SKIN CREAM	\$3.60
1021	PETROLEUM JELLY 4Z	\$3.24
1026	BRUSHLESS SHAVE CREAM 4.5oz NOW 3 oz. (10-2015)	\$2.25
1029	SOAP BOX	\$1.85
1042	ANTIFUNGAL CREAM .5Z	\$8.86
1047	ANTIBIOTIC CREAM .5Z	\$4.01
1049	SULFUR 8 SHAMPOO 7.5oz	\$8.06
1051	MOUTHWASH 4Z	\$1.86
1062	POMADE 4Z	\$3.79
1065	MENS CLEAR STICK DEOD 3oz	\$3.29
1075	BABY SHAMPOO 4Z	\$2.73
1104	Baby Lotion 4 oz	\$2.79
1110	CONDITIONER 4Z	\$1.24
1112	HAIR FOOD 4Z	\$2.58
1113	COCOA BUTTER LOTION 4Z	\$2.29
1114	LOTION 4Z	\$1.94
1127	TOOTHPASTE FRESHMINT 2.75Z	\$1.47

**ORANGE COUNTY JAIL**

<b>PLU</b>	<b><u>Items</u></b>	<b>Post Tax Price</b>
1150	DENTURE ADHESIVE 2.4oz	\$6.17
1155	TOOTHBRUSH CAP	\$0.53
1157	DANDRUFF SHAMPOO 4Z	\$2.13
1162	ROYAL CROWN DRESSING 4oz	\$3.43
1172	Hair Tie single	\$0.16
1179	Thumb Toothbrush	\$0.42
1235	TAMPONS - 8CT	\$4.18
1255	DIAL GOLD 3.5Z (2Breplaced w/Irish Spring)	\$0.99
1257	WOMENS CLEAR STICK DEOD 3oz	\$3.18
1315	TUMS 12CT	\$1.40
1329	HEMORRHOID OINTMENT 1oz	\$7.69
1404	COCONUT OIL CONDITIONER 4Z	\$3.89
1447	EXLAX 25 capsules	\$7.44
1474	LIQUID ANTACID	\$4.39
1475	LUBRIDERM LOTION 6oz	\$2.99
2004	9 x 12 Manilla Envelope w/stamp	\$0.58
2005	Stamp single	\$0.49
2019	Stamp book	\$4.90
3002	Maxwell House ind	\$0.35
3005	SF Black Cherry ind	\$0.25
3006	Cherry Mix ind	\$0.25
3007	Fruit Punch ind	\$0.25
3008	SF Ice Tea Mix	\$0.25
3009	Lemonade Mix ind	\$0.25
3010	Orange Mix ind	\$0.25
3011	SF Orange Mix ind	\$0.25
3015	ICED TEA MIX - Single Serve	\$0.25
3042	SF Lemon Mix ind	\$0.25
3045	SF Fruit Punch Mix	\$0.25
3106	SF Watermelon Mix ind	\$0.25
3115	Sugar Pack	\$0.03



**ORANGE COUNTY JAIL**

<b>PLU</b>	<b><u>Items</u></b>	<b>Post Tax Price</b>
3116	Creamer Pack	\$0.05
3190	Tasters Choice Stick	\$0.35
4000	BEEF STICK 1.125oz	\$1.65
4001	BEEF/CHEDDAR STICK 1.125oz	\$1.79
4002	Cheese Squeezer 1 oz	\$0.95
4003	Chicken Pouch 3 oz	\$1.67
4005	FRENCH ONION DIP 8Z	\$2.65
4007	Jalapeno Cheese Squeeze 1 oz	\$0.95
4008	Grape Jelly 1 oz Squeeze	\$0.18
4009	Mayo Squeeze 1 oz	\$0.15
4011	PB Squeezer 1 oz	\$0.47
4013	RAMEN BEEF 3oz	\$0.62
4014	RAMEN CHICKEN 3oz	\$0.62
4015	RAMEN CHILI 3oz	\$0.62
4016	RAMEN PICANTE BEEF 3oz	\$0.62
4019	SALTINES 4Z 1 SLEEVE	\$1.13
4025	BEEF STEW 8Z	\$3.18
4028	White Rice Instant 2 oz	\$0.60
4032	SARDINES/OIL 3.53Z GEISHA	\$2.29
4035	SMR SAUSAGE 5Z OBRIENS	\$4.39
4064	HOT/SPICY BF SGE 5Z OBRIENS	\$3.88
4070	DBL BRL SPICY MT&CHS 1.125oz	\$1.73
4109	TORTILLAS 4 CT	\$2.28
4134	CHILI NO BEANS 8Z	\$2.29
4151	DILL PICKLE KOSHER 5oz	\$1.24
4166	Mustard pc	\$0.11
4207	Ketchup pc	\$0.11
4211	TUNA POUCH 6Z	\$2.97
4312	MPL/BRWN SGR IND OATMEAL	\$0.24
4418	CHILI WITH BEANS 8oz	\$2.29
4429	SARDINES IN MUSTARD SAUCE	\$1.70
5005	CHOC CUPCAKES 4oz	\$1.51

**ORANGE COUNTY JAIL**

<b>PLU</b>	<b><u>Items</u></b>	<b>Post Tax Price</b>
5008	HONEYBUN GRAND ICED 6oz	\$1.51
5012	STRAWBERRY POPTARTS 3.52oz	\$1.18
5024	GMAS CHOC CHIP COOKIES 2.5oz	\$1.05
5025	BIG TEXAS CINN ROLL 4oz	\$1.52
5026	BROWNIE 4Z	\$0.99
5035	GRANOLA OAT&HONEY 2PK	\$1.08
5038	OREO COOKIES 1.18oz	\$1.05
5047	GMAS OATMEAL COOKIES 2.5oz	\$1.05
5063	BRWN SGR/CIN 2PK POPTARTS	\$1.11
5076	SWISS ROLLS 2.8oz	\$0.80
5077	OATMEAL CREAM SANDWICH 3.9oz	\$0.80
5091	HONEYBUN JUMBO 5oz	\$1.52
5160	SWISS CREAM COOKIES 1.8oz	\$0.53
5166	RICE KRISPY TREAT 1.3Z	\$1.16
5198	CHOC CVRD DONUTS	\$1.56
6000	SPICY SWEET CHILI DORITOS	\$1.16
6008	DORITOS COOL RANCH 1.75oz	\$1.16
6009	DORITOS NACHO 1.75oz	\$1.16

**ORANGE COUNTY JAIL**

<b>PLU</b>	<b><u>Items</u></b>	<b>Post Tax Price</b>
6011	FRITOS BBQ 2.0oz	\$1.16
6015	HOT PORK RINDS 1oz	\$1.16
6018	LAYS SC & ONION 1.75oz	\$1.16
6021	CHEETOS JALAPENO 2.0oz	\$1.16
6027	TORTILLA CHIPS 8oz	\$3.46
6031	CHILI CHEESE FRITOS 2.0oz	\$1.16
6079	HOT FRIES .85Z	\$0.63
6241	ANIMAL CRACKERS 2Z	\$1.05
6342	CRANBERRY ALMOND TRAIL MIX	\$1.05
6350	ROAST PEANUTS 1Z KARS	\$0.85
7000	9 x 12 Manilla Envelope	\$0.52
7001	BATTERY AA 2PK	\$2.35
7002	Earbuds	\$8.16
7009	Pen Flex Black	\$0.42
7010	PLAYING CARDS	\$3.65
7011	Radio w/earbuds	\$20.59
7013	Spanish/English Dictionary	\$4.42
7018	AAA Batteries	\$1.77
7019	Envelope plain #10	\$0.05
7023	Eng Dictionary Pocket	\$5.66
7038	PINOCHLE CARDS	\$3.18
7040	Reading Glasses 2.00	\$10.64
7048	DOMINOES	\$6.06
7049	CARD BDAY	\$2.58
7050	CARD HOLIDAY	\$2.58
7051	CARD FRIENDSHIP	\$2.58
7052	CARD THANK YOU	\$2.58
7053	CARD GET WELL	\$2.58
7055	CARD KID BDAY	\$2.58
7059	CARD SPH BDAY	\$2.58
7061	CARD SPH FRIENDSHIP	\$2.58
7068	WASH CLOTH	\$2.47
7074	CARD SYMPATHY	\$2.58

**ORANGE COUNTY JAIL**

<b>PLU</b>	<b><u>Items</u></b>	<b>Post Tax Price</b>
7077	Reading Glasses 1.25	\$10.64
7080	Reading Glasses 2.75	\$8.24
7089	LEGAL PAD WHITE 8X14	\$1.97
7099	LEGAL PAD WHITE 8X11	\$1.97
7240	CARD ANNIVERSARY	\$2.83
8000	BOXERS 2XL	\$4.96
8001	BOXERS 3XL	\$4.96
8003	BOXERS LG	\$4.96
8004	BOXERS MED	\$4.96
8005	BOXERS SM	\$4.96
8006	BOXERS XL	\$4.96
8007	BRA SPORTS 34	\$13.46
8008	BRA SPORTS 36	\$13.46
8009	BRA SPORTS 38	\$13.46
8010	BRA SPORTS 40	\$13.46
8011	BRA SPORTS 42	\$13.46
8016	PANTIES LADIES 11	\$4.59
8017	PANTIES LADIES 12	\$4.59
8019	PANTIES LADIES 5	\$4.59
8020	PANTIES LADIES 7	\$4.59
8021	PANTIES LADIES 8	\$4.59
8022	PANTIES LADIES 9	\$4.59
8036	SOCKS	\$2.13
8042	T SHIRT 3XL	\$7.09
8044	T SHIRT LG	\$6.38
8045	T SHIRT MED	\$6.38
8046	T SHIRT SM	\$6.38
8047	T SHIRT XL	\$6.38
8048	T SHIRT 2XL	\$7.09
8049	THML BOTTOM MED	\$8.51
8050	THML BOTTOM LARGE	\$8.51
8051	THML BOTTOM XL	\$8.51

**ORANGE COUNTY JAIL**

<b>PLU</b>	<b><u>Items</u></b>	<b>Post Tax Price</b>
8052	THML BOTTOM 2XL	\$8.51
8053	THML BOTTOM 3XL	\$8.51
8054	THML BOTTOM 4XL	\$8.51
8055	THML TOP MED	\$8.51
8056	THML TOP LARGE	\$8.51
8057	THML TOP XL	\$8.51
8058	THML TOP 2XL	\$8.51
8060	THML TOP 4XL	\$8.51
8087	PANTIES LADIES 6	\$4.41
8088	PANTIES LADIES 10	\$4.41
8104	PANTIES LADIES 13	\$4.41
8108	PANTIES LADIES 15	\$4.41
8109	BRA SPORTS 32	\$13.46
8110	BRIEFS SMALL	\$3.71
8111	BRIEFS MEDIUM	\$3.71
8112	BRIEFS LARGE	\$3.71
8113	BRIEFS XL	\$3.71
8114	BRIEFS 2XL	\$3.71
8115	BRIEFS 3XL	\$3.71
8353	BRA SPORTS 44	\$13.46
8365	BRA SPORTS 48	\$13.46
8366	BRA SPORTS 50	\$13.46
8367	BRA SPORTS 52	\$13.46
8368	BRA SPORTS 46	\$13.46
8369	BRA SPORTS 54	\$13.46
8370	WOMENS SLIP ON SHOES 7	\$14.19
8371	WOMENS SLIP ON SHOES 8	\$14.19
8372	WOMENS SLIP ON SHOES 9	\$14.19
8373	MENS SLIP ON SHOES 8	\$14.19
8375	MENS SLIP ON SHOES 10	\$14.19
8376	MENS SLIP ON SHOES 11	\$14.19
8377	MENS SLIP ON SHOES 12	\$14.19
8378	MENS SLIP ON SHOES 13	\$14.19
8379	SHORTS - ORANGE - MED	\$10.60

**ORANGE COUNTY JAIL**

<b>PLU</b>	<b><u>Items</u></b>	<b>Post Tax Price</b>
8380	SHORTS - ORANGE - LARGE	\$10.60
8381	SHORTS - ORANGE - XL	\$10.60
8382	SHORTS - ORANGE - 2XL	\$10.60
8383	SHORTS - ORANGE - 3XL	\$10.60
8384	SHORTS - ORANGE - SMALL	\$10.60
8474	MENS SLIP ON SHOES 9	\$14.19
9001	3 MUSKETEERS 1.92oz	\$1.52
9003	BUTTERFINGER 1.9oz	\$1.52
9004	BUTTERSCOTCH DROPS 4.5oz	\$1.21
9007	M&M PEANUTS 1.75oz	\$1.21
9008	M&M PLAIN 1.69oz	\$1.50
9009	MILKYWAY 1.84oz	\$1.52
9011	REESES PB CUP 1.5oz	\$1.52
9013	SNICKERS 1.86oz	\$1.52
9014	STARLIGHT MINTS	\$1.21
9016	BABY RUTH 2.1oz	\$1.52
9023	KIT KAT 1.5oz	\$1.52
9040	PAYDAY 1.85oz	\$1.52
9101	NESTLE CRUNCH 1.55oz	\$1.52
9111	ALMOND JOY 1.61oz	\$1.52
9136	SF HARD CANDY 2oz	\$1.12
9238	HARD CANDY - ALL STAR MIX 3oz	\$1.02

AMENDMENT NO. 1  
TERM CONTRACT NO. Y14-103

FOR

INMATE COMMISSARY AND BANKING SERVICES FOR OCC

EFFECTIVE DATE: NOVEMBER 16, 2015

The above contract is changed as follows:

1. The attached Exhibit C prices have been changed based on an annual Fair Market Value survey.

All other price, terms and conditions remain the same.

ARAMARK CORRECTIONAL  
SERVICES LLC  
1101 MARKET ST  
27<sup>TH</sup> FLOOR  
PHILADELPHIA PA 19107-2934

  
Signature

Mark R. Adams

Printed/Typed Name

Vice President Finance

Title

BOARD OF COUNTY COMMISSIONERS  
ORANGE COUNTY, FLORIDA

  
Signature

~~Maria Alvarez CPPB~~

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.  
Procurement Division/Administrator

Purchasing Agent, Procurement Division

**Exhibit C Effective 11-16-2015**

<b>PLU</b>	<b>ITEM</b>	<b>Post Tax Cost/Price</b>
1000	ACETOMINOPHEN 2 PK	\$ 1.00
1003	COMB - NO HANDLE	\$ 1.16
1005	CONTACT LENS CASE	\$ 2.33
1012	CLUB BRUSH NO HANDLE	\$ 3.32
1013	BLUE MAGIC CONDITIONER 4 oz.	\$ 1.00
1015	HALLS - CHERRY	\$ 1.42
1017	HYDROCORTISONE CREAM .5Z	\$ 4.79
1018	IBUPROPHEN	\$ 1.00
1019	LIP EX	\$ 1.93
1020	MEDICATED SKIN CREAM	\$ 4.24
1021	PETROLEUM JELLY 4Z	\$ 2.52
1026	BRUSHLESS SHAVE CREAM 3.0oz	\$ 2.45
1029	SOAP BOX	\$ 1.55
1042	ANTIFUNGAL CREAM .5Z	\$ 8.66
1047	ANTIBIOTIC CREAM .5Z	\$ 3.49
1049	SULFUR 8 SHAMPOO 7.5oz	\$ 7.32
1051	MOUTHWASH 4Z	\$ 2.26
1062	POMADE 4Z	\$ 3.82
1065	MENS CLEAR STICK DEOD 3oz	\$ 3.12
1075	BABY SHAMPOO 4Z	\$ 2.60
1104	BABY LOTION 4Z	\$ 2.66
1110	CONDITIONER 4Z	\$ 1.99
1112	HAIR FOOD 4Z	\$ 3.72
1113	COCOA BUTTER LOTION 4Z	\$ 2.14
1114	LOTION 4Z	\$ 1.49
1127	TOOTHPASTE FRESHMINT 2.75Z	\$ 2.55
1149	BATH/BODY FRESHSCENT 4Z	\$ 1.99
1150	DENTURE ADHESIVE 2.4oz	\$ 4.56
1155	TOOTHBRUSH CAP	\$ 0.89
1157	DANDRUFF SHAMPOO 4Z	\$ 2.67
1162	ROYAL CROWN DRESSING 4oz	\$ 3.62
1172	HAIR TIE - SINGLE	\$ 0.16
1179	THUMB TOOTHBRUSH	\$ 0.42
1235	TAMPONS - 8CT	\$ 4.09
1255	DIAL GOLD 3.5Z	\$ 1.32
1257	WOMENS CLEAR STICK DEOD 3oz	\$ 2.72
1315	TUMS 12CT	\$ 1.18
1329	HEMORRHOID OINTMENT 1oz	\$ 6.19
1404	COCONUT OIL CONDITIONER 4Z	\$ 3.99
1447	EXLAX 25 capsules	\$ 6.99



**Exhibit C Effective 11-16-2015**

PLU	ITEM	Post Tax Cost/Price
1474	LIQUID ANTACID	\$ 3.99
1475	LUBRIDERM LOTION 6oz	\$ 4.46
2004	9X12 MANILLA ENV W/S	\$ 0.58
2005	Stamp - Single	USPS rate
2019	Stamp - Book	USPS rate
3002	MAXWELL HOUSE IND .05oz	\$ 0.35
3005	SF BLACK CHERRY IND 1.14g	\$ 0.25
3006	CHERRY MIX IND .77oz	\$ 0.25
3007	FRUIT PUNCH IND .77oz	\$ 0.25
3008	SF ICE TEA MIX 1.4g	\$ 0.25
3009	LEMONADE MIX IND .77oz	\$ 0.25
3010	ORANGE MIX IND .77oz	\$ 0.25
3011	SF ORANGE MIX IND 1.4oz	\$ 0.25
3015	ICED TEA MIX - Single Serve	\$ 0.35
3042	SF LEMON MIX IND 1.14g	\$ 0.25
3045	SF FRUIT PUNCH MIX 1.4g	\$ 0.25
3106	SF WATERMELON MIX IND 1.4g	\$ 0.25
3115	SUGAR PACK .09oz	\$ 0.03
3116	CREAMER PACK	\$ 0.05
3190	TASTERS CHOICE STICK .52oz	\$ 0.35
4000	BEEF STICK 1.125oz	\$ 1.50
4001	BEEF/CHEDDAR STICK 1.125oz	\$ 1.79
4002	CHEESE SQUEEZER 1Z	\$ 0.95
4003	CHICKEN POUCH 3Z	\$ 1.67
4005	FRENCH ONION DIP 8Z	\$ 2.65
4007	JALAPENO CHEESE SQZR 1Z	\$ 0.95
4008	GRAPE JELLY 1Z SQZR	\$ 0.18
4009	MAYO SQUEEZER 1Z	\$ 0.15
4011	PB SQUEEZER 1Z	\$ 0.47
4013	RAMEN BEEF 3oz	\$ 0.63
4014	RAMEN CHICKEN 3oz	\$ 0.63
4015	RAMEN CHILI 3oz	\$ 0.63
4016	RAMEN PICANTE BEEF 3oz	\$ 0.63
4019	SALTINES 4Z 1 SLEEVE	\$ 1.13
4025	BEEF STEW 8Z	\$ 3.18
4028	WHITE RICE INSTANT 2Z	\$ 0.60
4032	SARDINES/OIL 3.53Z GEISHA	\$ 2.31
4035	SMR SAUSAGE 5Z OBRIENS	\$ 4.39
4064	HOT/SPICY BF SGE 5Z OBRIENS	\$ 3.88
4070	DBL BRL SPICY MT&CHS 1.125oz	\$ 1.50
4109	TORTILLAS 4 CT	\$ 2.97

**Exhibit C Effective 11-16-2015**

<b>PLU</b>	<b>ITEM</b>	<b>Post Tax Cost/Price</b>
4134	CHILI NO BEANS 8Z	\$ 2.12
4151	DILL PICKLE KOSHER 5oz	\$ 1.13
4166	MUSTARD PC .20oz	\$ 0.11
4207	KETCHUP PC .20oz	\$ 0.11
4211	TUNA POUCH 6Z	\$ 2.94
4312	MPL/BRWN SGR IND OATMEAL	\$ 0.24
4418	CHILI WITH BEANS 8oz	\$ 2.12
4429	SARDINES IN MUSTARD SAUCE	\$ 2.19
5005	CHOC CUPCAKES 4oz	\$ 1.31
5008	HONEYBUN GRAND ICED 6oz	\$ 1.31
5012	STRAWBERRY POPTARTS 3.52oz	\$ 1.06
5024	GMAS CHOC CHIP COOKIES 2.5oz	\$ 1.05
5025	BIG TEXAS CINN ROLL 4oz	\$ 1.32
5026	BROWNIE 4Z	\$ 1.32
5035	GRANOLA OAT&HONEY 2PK	\$ 0.99
5038	OREO COOKIES 1.18oz	\$ 1.06
5047	GMAS OATMEAL COOKIES 2.5oz	\$ 1.05
5063	BRWN SGR/CIN 2PK POPTARTS	\$ 1.06
5076	SWISS ROLLS 2.8oz	\$ 0.71
5077	OATMEAL CREAM SANDWICH 3.9oz	\$ 0.80
5091	HONEYBUN JUMBO 5oz	\$ 1.32
5160	SWISS CREAM COOKIES 1.8oz	\$ 0.53
5166	RICE KRISPY TREAT 1.3Z	\$ 1.06
5198	CHOC CVRD DONUTS	\$ 1.32
6000	SPICY SWEET CHILI DORITOS 1.75oz	\$ 1.05
6008	DORITOS COOL RANCH 1.75oz	\$ 1.05
6009	DORITOS NACHO 1.75oz	\$ 1.05
6011	FRITOS BBQ 2.0oz	\$ 1.05
6015	HOT PORK RINDS 1oz	\$ 1.08
6018	LAYS SC & ONION 1.75oz	\$ 1.05
6021	CHEETOS JALAPENO 2.0oz	\$ 1.05
6027	TORTILLA CHIPS 8oz	\$ 3.29
6031	CHILI CHEESE FRITOS 2.0oz	\$ 1.05
6079	HOT FRIES .85Z	\$ 0.63
6241	ANIMAL CRACKERS 2Z	\$ 1.05
6342	CRANBERRY ALMOND TRAIL MIX	\$ 1.05
6350	ROAST PEANUTS 1Z KARS	\$ 0.85
7000	9X12 MANILA ENVELOPE	\$ 0.49
7001	BATTERY AA 2PK	\$ 2.12
7002	EARBUDS	\$ 10.64
7010	PLAYING CARDS	\$ 3.92
7011	RADIO W/EARBUDS	\$ 20.59

**Exhibit C Effective 11-16-2015**

<b>PLU</b>	<b>ITEM</b>	<b>Post Tax Cost/Price</b>
7013	SPANISH/ENGLISH DICTIONARY	\$ 4.42
7019	ENVELOPE PLAIN #10	\$ 0.05
7023	ENG DICTIONARY POCKET	\$ 5.66
7038	PINOCHLE CARDS	\$ 3.21
7048	DOMINOES	\$ 6.06
7049	CARD BDAY	\$ 2.30
7050	CARD HOLIDAY	\$ 2.30
7051	CARD FRIENDSHIP	\$ 2.30
7052	CARD THANK YOU	\$ 2.30
7053	CARD GET WELL	\$ 2.30
7055	CARD KID BDAY	\$ 2.30
7059	CARD SPH BDAY	\$ 2.30
7061	CARD SPH FRIENDSHIP	\$ 2.30
7068	WASH CLOTH	\$ 2.47
7074	CARD SYMPATHY	\$ 2.30
7077	READING GLASSES 1.25	\$ 10.64
7080	READING GLASSES 2.75	\$ 10.64
7089	LEGAL PAD WHITE 8X14	\$ 2.97
7099	LEGAL PAD WHITE 8X11	\$ 2.97
7240	CARD ANNIVERSARY	\$ 2.30
8000	BOXERS 2XL	\$ 4.34
8001	BOXERS 3XL	\$ 4.34
8003	BOXERS LG	\$ 4.34
8004	BOXERS MED	\$ 4.34
8005	BOXERS SM	\$ 4.34
8006	BOXERS XL	\$ 4.34
8007	BRA SPORTS 34	\$ 12.77
8008	BRA SPORTS 36	\$ 12.77
8009	BRA SPORTS 38	\$ 12.77
8010	BRA SPORTS 40	\$ 12.77
8011	BRA SPORTS 42	\$ 12.77
8016	PANTIES LADIES 11	\$ 4.61
8017	PANTIES LADIES 12	\$ 4.61
8019	PANTIES LADIES 5	\$ 4.61
8020	PANTIES LADIES 7	\$ 4.61
8021	PANTIES LADIES 8	\$ 4.61
8022	PANTIES LADIES 9	\$ 4.61
8036	SOCKS	\$ 2.12
8042	T SHIRT 3XL	\$ 7.44
8044	T SHIRT LG	\$ 6.38
8045	T SHIRT MED	\$ 6.38
8046	T SHIRT SM	\$ 6.38

**Exhibit C Effective 11-16-2015**

PLU	ITEM	Post Tax Cost/Price
8047	T SHIRT XL	\$ 6.73
8048	T SHIRT 2XL	\$ 7.44
8049	THML BOTTOM MED	\$ 8.51
8050	THML BOTTOM LARGE	\$ 8.51
8051	THML BOTTOM XL	\$ 8.51
8052	THML BOTTOM 2XL	\$ 8.51
8053	THML BOTTOM 3XL	\$ 8.51
8054	THML BOTTOM 4XL	\$ 8.51
8055	THML TOP MED	\$ 8.51
8056	THML TOP LARGE	\$ 8.51
8057	THML TOP XL	\$ 8.51
8058	THML TOP 2XL	\$ 8.51
8059	THML TOP 3XL	\$ 8.51
8060	THML TOP 4XL	\$ 8.51
8087	PANTIES LADIES 6	\$ 4.61
8088	PANTIES LADIES 10	\$ 4.61
8104	PANTIES LADIES 13	\$ 4.61
8108	PANTIES LADIES 15	\$ 4.61
8109	BRA SPORTS 32	\$ 12.77
8110	BRIEFS SMALL	\$ 3.43
8111	BRIEFS MEDIUM	\$ 3.43
8112	BRIEFS LARGE	\$ 3.43
8113	BRIEFS XL	\$ 3.43
8114	BRIEFS 2XL	\$ 3.43
8115	BRIEFS 3XL	\$ 3.43
8353	BRA SPORTS 44	\$ 12.77
8365	BRA SPORTS 48	\$ 12.77
8366	BRA SPORTS 50	\$ 12.77
8367	BRA SPORTS 52	\$ 12.77
8368	BRA SPORTS 46	\$ 12.77
8369	BRA SPORTS 54	\$ 12.77
8370	WOMENS SLIP ON SHOES 7	\$ 15.61
8371	WOMENS SLIP ON SHOES 8	\$ 15.61
8372	WOMENS SLIP ON SHOES 9	\$ 15.61
8373	MENS SLIP ON SHOES 8	\$ 15.96
8375	MENS SLIP ON SHOES 10	\$ 15.96
8376	MENS SLIP ON SHOES 11	\$ 15.96
8377	MENS SLIP ON SHOES 12	\$ 15.96
8378	MENS SLIP ON SHOES 13	\$ 15.96
8379	SHORTS - ORANGE - MED	\$ 10.64

**Exhibit C Effective 11-16-2015**

<b>PLU</b>	<b>ITEM</b>	<b>Post Tax Cost/Price</b>
8380	SHORTS - ORANGE - LARGE	\$ 10.64
8381	SHORTS - ORANGE - XL	\$ 10.64
8382	SHORTS - ORANGE - 2XL	\$ 10.64
8383	SHORTS - ORANGE - 3XL	\$ 10.64
8384	SHORTS - ORANGE - SMALL	\$ 10.64
8474	MENS SLIP ON SHOES 9	\$ 15.96
9001	3 MUSKETEERS 1.92oz	\$ 1.41
9003	BUTTERFINGER 1.9oz	\$ 1.41
9004	BUTTERSCOTCH DROPS 4.5oz	\$ 1.02
9007	M&M PEANUTS 1.75oz	\$ 1.47
9008	M&M PLAIN 1.69oz	\$ 1.47
9009	MILKYWAY 1.84oz	\$ 1.47
9011	REESES PB CUP 1.5oz	\$ 1.47
9013	SNICKERS 1.86oz	\$ 1.47
9014	STARLIGHT MINTS	\$ 1.02
9016	BABY RUTH 2.1oz	\$ 1.47
9023	KIT KAT 1.5oz	\$ 1.47
9040	PAYDAY 1.85oz	\$ 1.47
9101	NESTLE CRUNCH 1.55oz	\$ 1.47
9111	ALMOND JOY 1.61oz	\$ 1.47
9136	SF HARD CANDY 2oz	\$ 0.95
9238	HARD CANDY - ALL STAR MIX 3oz	\$ 1.02

**Contract # Y14-103**

This Contract is made as of the 23rd day of October, 2014 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Aramark Correctional Services, LLC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 23-2778485.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide Inmate Commissary and Banking Services for the Orange County Corrections Department as more specifically set forth in the Scope of Services detailed in Exhibit "A".

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The COUNTY'S representative/liason during the performance of this Contract shall be Frank Priola, at 407-836-3511.

**ARTICLE 2 - SCHEDULE**

The CONTRACTOR shall commence services on November 14, 2014, and complete all services by November 13, 2019.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

This contract may be renewed, by mutual agreement, for additional one (1) year periods up to a cumulative total of seven (7) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

**ARTICLE 3 - PAYMENTS TO CONTRACTOR**

- A. The COUNTY shall pay the CONTRACTOR the cost of goods sold to the inmates (less sales tax), plus the cost of indigent goods issued to inmates on behalf of the COUNTY and costs associated with the COUNTY's purchase of safe book kits and move kits. CONTRACTOR shall debit the account of each inmate for the cost of his/her commissary order upon the receipt of the commissary order.

- B. The CONTRACTOR'S monthly invoice will be reduced by the commission amount due to the COUNTY. The CONTRACTOR will be responsible for submitting the sales tax to the State of Florida for taxable items sold to the inmates. The CONTRACTOR shall submit a copy of the signed monthly DR15 State tax form to OCCD not later than 30 days after the month that the sales tax was collected.
- C. As an attachment to the final invoice for each contract/fiscal year (Oct. – Sept.), the COUNTY will include a report listing the monthly amount of commissions received for that contract/fiscal year period. The commission for the final invoice of the contract/fiscal year period will be included in the report and the total commissions for that contract/fiscal year will be compared to the Guaranteed Minimum Annual Payment amount noted on Exhibit B. If the sum is less than the Guaranteed Minimum Annual Payment amount for that specific contract/fiscal year, the final invoice will be reduced by the amount needed to increase the annual commission amount to the Guaranteed Minimum Annual Payment amount noted on Exhibit B. In any case where reducing the final invoice does not provide for the total commission amounts stated in Exhibit B (for the periods stated,) the CONTRACTOR will remit the difference by check to the COUNTY within 30 days of written notice.
- D. The CONTRACTOR will provide the COUNTY with the ability to run an invoice through the use of a real-time report. The report must allow for a beginning and ending date and the output file must be in Excel format. The invoice shall detail items and be processed according to Exhibit A - Scope of Services herein.
- F. The CONTRACTOR shall adhere to each specific handling method detailed in Exhibit A - Scope of Services, herein in regards to payments, invoices, commissions, reports and pricing.

#### **ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

#### **ARTICLE 5 - TERMINATION**

##### **A. Termination for Default:**

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.



**B. Termination for Convenience**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.

**ARTICLE 6 - PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

~~All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.~~

~~Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.~~

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

**ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

- A. The CONTRACTOR shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) subcontractor contract dollar amount(s) for the M/WBE subcontractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed subcontract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these subcontract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONTRACTOR shall ensure that the M/WBE participation percentage proposed in the CONTRACTOR'S proposal submitted for this Contract is accomplished.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONTRACTOR shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to all subcontractors utilized by the prime CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.
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- E. In the event a certified M/WBE subcontractor's sub-contract is terminated for convenience, the CONTRACTOR shall submit a letter to the Business Development Division from the terminated subcontractor evidencing their concurrence with the termination. In the event a certified M/WBE subcontractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that subcontractor, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
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- F. It is the intent of the COUNTY to insure prompt payment of all subcontractors working on COUNTY projects. The CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR and all of its M/WBE subcontractors to the Business Development Division.
  2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - MWBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE subcontractors certifying that a prompt payment clause has been included in that contract or purchase order.
  3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and subcontractors (including those with non-M/WBE's) stating that payment will be made to the subcontractor within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each subcontractor for all work covered under an invoice within the 72 hour time frame.

- G. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with their Proposal. The failure of the CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

#### **ARTICLE 8 – SERVICE-DISABLED VETERAN (SDV) REPORTING**

The prime CONTRACTOR shall be responsible for reporting (SDV) subcontractor contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations.

- A. The CONTRACTOR shall be responsible for reporting SDV subcontractor contract dollar amount(s) for the SDV subcontractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed subcontract agreements and/or purchase orders evidencing contract award of work, to the BDD. Submittal of these subcontract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated utilization report shall be submitted every quarter during the term of the contract.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.

The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to all subcontractors utilized by the CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual SDV participation achieved by the CONTRACTOR prior to the issuance of final payment.

- C. In the event a registered SDV subcontractor's subcontract is terminated for convenience, the CONTRACTOR shall call and submit a letter to the BDD from the terminated subcontractor evidencing their concurrence with the termination. In the event a registered SDV subcontractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that subcontractor, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.

- D. It is the intent of the COUNTY to insure prompt payment of all subcontractors working on COUNTY projects. The CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR and all of its SDV subcontractors to the BDD.
  2. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and SDV subcontractors stating that payment will be made to the subcontractor within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each subcontractor for all work covered under an invoice within the 72 hour time frame.
- E. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the SDV requirements submitted with their Proposal. The failure of the CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

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#### **ARTICLE 9 - FEDERAL AND STATE TAX**

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

#### **ARTICLE 10 - AVAILABILITY OF FUNDS**

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

#### **ARTICLE 11 - INSURANCE REQUIREMENTS:**

CONTRACTOR agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the COUNTY'S review or acceptance of insurance maintained by the CONTRACTOR is not intended to and shall not in any manner limit or qualify the liabilities assumed by the CONTRACTOR under this contract. CONTRACTOR is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The CONTRACTOR shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

*(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))*

**Required Coverage:**

- A. Commercial General Liability** - The CONTRACTOR shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. CONTRACTOR further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.
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**Required Endorsements:**

**Additional Insured** - CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

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**Waiver of Transfer of Rights of Recovery** - CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- B. Business Automobile Liability** - CONTRACTOR shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the CONTRACTOR does not own automobiles the CONTRACTOR shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Required Endorsements:**

**MCS-90** - for operations governed by the Sections 29 & 30 of the Motor Carrier Act of 1980

- C. Workers' Compensation** - CONTRACTOR shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis.

**Required Endorsements:**

**Waiver of Subrogation- WC 00 03 13 or its equivalent**

- D. Fidelity or Commercial Crime** - The Contractor shall maintain fidelity or commercial crime coverage including but not limited to employee theft/dishonesty and funds transfer fraud with limits of not less than **\$1,000,000** per occurrence and **\$2,000,000** in the aggregate.
- E. Cyber Liability** - The Contractor shall maintain Cyber Liability coverage including but not limited to Security and Privacy Liability, Regulatory Actions and Event Management with combined limits of not less **\$2,000,000** per occurrence. Sub-limits of less than **\$500,000** shall be approved prior to award of this contract commencement of services.

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of the CONTRACTOR'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the CONTRACTOR agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the CONTRACTOR agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the CONTRACTOR of the obligation to provide replacement coverage.

By entering into this contract the CONTRACTOR agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the COUNTY for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the CONTRACTOR shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the CONTRACTOR shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. CONTRACTOR shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. CONTRACTOR shall provide

evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners  
c/o Procurement Division  
400 E. South Street, 2<sup>nd</sup> Floor  
Orlando, Florida 32801

#### **ARTICLE 12 - INDEMNIFICATION**

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

#### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

#### **ARTICLE 14 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

#### **ARTICLE 15 - UNIFORM COMMERCIAL CODE**

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONTRACTOR and the COUNTY for any terms and conditions not specifically stated in this Contract.

## **ARTICLE 16 - CONFLICT OF INTEREST**

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

## **ARTICLE 17 - EXCUSABLE DELAYS**

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

## **ARTICLE 18 - ARREARS**

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

## **ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.



All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

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#### **ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

#### **ARTICLE 21 - CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 22 - ACCESS AND AUDITS**

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The

COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its subcontractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S subcontractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with subcontractor(s) and suppliers.

#### **ARTICLE 23 - EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the COUNTY'S policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

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Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this Contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the Contract.
- C. The provisions of the prime Contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

#### **ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 25 - ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## **ARTICLE 26 - AUTHORITY TO PRACTICE**

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

## **ARTICLE 27 - SEVERABILITY**

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

## **ARTICLE 28 - MODIFICATIONS OF WORK**

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

## **ARTICLE 29 - WELFARE RECIPIENTS**

CONTRACTOR has committed to hire one (1) ZuCan participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONTRACTOR shall contact the Orange County Business Development Liaison (BDD) at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the ZuCan staff and the CONTRACTOR to ensure that the process is properly adhered until all requirements have been met. ZuCan participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONTRACTOR to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONTRACTOR will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the CONTRACTOR shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

### **ARTICLE 30 - REQUIREMENTS CONTRACT**

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

### **ARTICLE 31 - CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of Contract terms, or other relief arising under or relating to this Contract.

Claims made by a CONTRACTOR against the COUNTY relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The CONTRACTOR also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the CONTRACTOR believes the COUNTY is liable; and that I am duly authorized to certify the claim on behalf of the CONTRACTOR."

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the CONTRACTOR. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of CONTRACTOR'S written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The CONTRACTOR shall proceed diligently with performance of this Contract pending final resolution of any request for relief, claim, appeal or action arising under the Contract and shall comply with any final decision rendered by the Manager of Procurement Division.

## **ARTICLE 32 - TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

## **ARTICLE 33 – VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this Contract, the CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the Contract term by the CONTRACTOR to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the CONTRACTOR to perform work pursuant to the Contract with Orange County. Please refer to [USCIS.gov](http://USCIS.gov) for more information on this process.

**Only those employees determined eligible to work within the United States shall be employed under the Contract.**

Therefore, by submission of a bid or proposal in response to this solicitation, the CONTRACTOR confirms that all employees in the above categories will undergo e-verification before placement on this Contract. The CONTRACTOR further confirms his commitment to comply with this requirement by completing the E-Verification certification.

## **ARTICLE 34 – LAWS AND REGULATIONS**

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

## **ARTICLE 35 – NO JOINT VENTURE**

It is agreed that nothing contained in this proposal or resulting contract will be deemed or construed as creating a partnership or joint venture between the County and any other party, or cause either party to be responsible in any way for the debts or obligations of the other party. The Contractor shall perform their services as an independent Contractor, and nothing contained herein will be construed as placing the Contractor in the category of merit employee, exempt employee, or other type of employee of the County.

## **ARTICLE 36 - CONFIDENTIAL INFORMATION**

All financial, statistical, operating and personnel materials and information, including, but not limited to, the Aramark System, related to or utilized in Aramark's business (collective, the "Aramark Proprietary Information") is and shall remain confidential and the sole property of Aramark and constitutes trade secrets of Aramark. The County

shall keep all Aramark Proprietary information confidential and shall use the Aramark Proprietary information only for the purpose of fulfilling the terms of this Contract. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Contract, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any Aramark Proprietary Information, shall be returned to Aramark. Notwithstanding the above, confidential information shall be governed by the provisions of Florida Statute 119.

#### **ARTICLE 37 – ADDITIONAL SERVICES**

Food, beverage and other services required or desired by the County outside the scope of this contract shall be provided by the Contractor upon written authorization by the County at mutually agreed upon prices for such services.

#### **ARTICLE 38 – ADDENDA**

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this Contract.

#### **ARTICLE 39 - NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

Johnny Richardson, Manager  
Orange County BCC  
Procurement Division  
P. O. Box 1393  
Orlando, FL 32802  
Tel: 407-836-5635  
Fax: 407-836-5899  
[Johnny.Richardson@ocfl.net](mailto:Johnny.Richardson@ocfl.net)

Frank A. Priola, Fiscal Manager  
Orange County BCC  
Corrections Department  
P. O. Box 4970  
Orlando, FL 32802  
Tel: 407-836-3511  
Fax: 407-836-3091  
[Frank.Priola@ocfl.net](mailto:Frank.Priola@ocfl.net)

and if sent to the CONTRACTOR shall be mailed to:

Thomas Burns, Vice President, Business Development  
ARAMARK Correctional Services, LLC  
1101 Market Street  
Philadelphia, PA 19107  
Tel: 630-271-2935  
Fax: 630-271-5758  
[burns-tom@aramark.com](mailto:burns-tom@aramark.com)

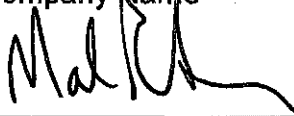
**IN WITNESS WHEREOF**, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA.

Aramark Correctional Services, LLC

Company Name



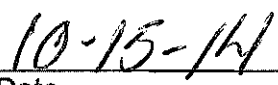
Signature

Mark R. Adams

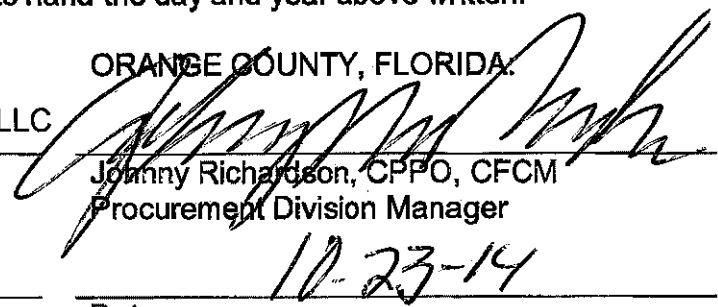
Typed Name

Vice President Finance


Title



Date



Johnny Richardson, CPPO, CFCM  
Procurement Division Manager



Date

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The Scope of Services to be provided shall include, but not limited to, the following:

#### **1. General Duties, Obligations and Standards**

The Contractor's inmate banking system shall perform all banking and commissary processes outlined, i.e. store order form scanning, deposit processing, cash/check funds releases, etc. referenced throughout this scope of services immediately upon commencement of services. In addition, within six (6) months of Orange County Corrections Department (OCCD) direction, the Contractor shall be required to add booking/intake money counters (quantity 4 to 6), a debit release card device and two public (lobby area) deposit machines able to receive credit card deposits into inmate accounts. Orange County will provide wiring and power for added devices.

During the first six months of this contract the Contractor shall work with OCCD to provide commissary sales capabilities to off-site customers via an internet and/or telephone ordering system. Upon approval by the County, the contractor may fully implement internet and/or telephone ordering system for the entire contract period. This service will only be authorized for sales to inmates who have a zero debt balance on their account at the time the ordering services are rendered. The Contractor will exempt all inmate accounts that have any debt on their account from eligibility of this service. The Contractor will only sell commissionable sales items using this service and the same frequency/quantity limits and housing item exceptions set for normal internal sales will apply to the items being sold. The Contractor will identify off-site sales and any applicable sales tax collected pertaining to such sales, as separate items on the daily batch sales report and monthly invoice and the daily information will be included on the monthly general ledger report separate from internal sales/sales tax information as determined by OCCD. The Contractor will be authorized to charge off-site customers \$5.95 per sales order.

During the term of this contract OCCD intends to move towards utilization of kiosk technology, for store ordering and inmate information processes (e.g. inmate appointment scheduling, store account balances, court hearing information, balance inquiry, etc.) to the kiosk application. The County is currently upgrading the telecommunications closets and will ensure necessary wiring and power exists in jail facilities prior to installation of kiosk related commissary equipment. The Contractor shall fully support the kiosk technology move at no additional cost to the County.

Immediately upon commencement of services, the Contractor shall operate and provide all Commissary Services in accordance with the Contract and the Operating Standards. If the computer system is a web-based, Contractor-hosted application, it shall comply with all County Standards for hosted systems. Provided all County Computing Standards (see Exhibit E herein) are met, the Contractor may install their application on County PC's and Network. If the Contractor chooses to use their application, through stand-alone PC's the Contractor will bear the cost for needed PC's and printers. In any case, the Contractor will bear the cost of providing a server for their system. Further, if the banking system, or components therein, are installed at Orange County and solely



supported by the Contractor, the provision and costs related to infrastructure, hardware, software and maintenance to operate the system shall be borne solely by the Contractor. All systems installed on the Orange County network shall adhere to all County Computing Standards (see attached Exhibit E herein) for network, security, hardware, etc. If the Contractor is provided with the licensure to own and operate system, it shall comply with all County standards in order to be installed, maintained and managed by the County.

The Contractor shall have, after date of award, a maximum forty-five (45) day transition period prior to Service Commencement Date. During this transition period the Contractor shall, at a minimum, submit their proposed inventory list and applicable paperwork for OCCD approval, obtain (and install) the needed computer equipment (based on the specifications outlined in Exhibit E herein, Orange County Computing Standards), process and submit all security requirements, mutually agree on pickup/delivery schedule/routes, create and test the interface with the Inmate Management System (IMS), create and test the real-time account statement/balance inquiry, run and test the monthly invoice and general ledger reports, test and train staff on banking system, and distribute/pickup inmates order forms.

The Contractor shall attend meetings with County employees and meet at least once every three (3) months with the Contract Monitor to review the Contractor's performance in the preceding quarter and to discuss other issues regarding the service being received and/or needed.

## **2. Definitions**

The following terms used in this Contract, together with amendments and attachments, shall, unless the context indicates otherwise, have the meanings set forth below:

**"ACA"** means the American Correctional Association.

**"ACA Accreditation"** means accreditation by the American Correctional Association under the Standards for Adult Local Detention Facilities published by the ACA (Third Edition, March, 1991) as hereafter supplemented or amended.

**"ACA Standards"** means the Standards for Adult Local Detention Facilities published by the American Correctional Association (Third Edition, March, 1991) as hereafter supplemented or amended.

**"Contract Monitor"** means the employee or employees of the Orange County Corrections Department designated to monitor operation of the Contractor for compliance with contract provisions and to coordinate actions and communications between the Department and the Contractor.

**"Contractor"** means the Proposer awarded the Contract to manage the Commissary.

**"Commissary Services"** means those functions set forth in the Contract.

**"Commissionable Items"** means items sold to inmates at a profit. These items warrant the paying of commission to the County at the rate agreed upon in the contract. Note: Sales tax is not included as commissionable in these items.

**"County"** means Orange County, Florida.

**"Court Orders"** means any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future settlements, stipulations, agreements to plans entered into in connection with litigation which are applicable to the operation and management of inmate Commissary Services

**"Department"** or **"OCCD"** means the Orange County Corrections Department.

**"Direct Supervision"** means the overall philosophy of operation in which the detention officer is stationed in the pod with the inmates for the duration of his/her shift and the basic principles of direct supervision as identified by the National Institute of Corrections, which are mandatory for the performance of the Contract.

**"Fair Market Value"** of inmate commissary items is defined as the average price of an item (per ounce or quantity) determined by the gathering of three prices for the like item found at local community retailers. See Section 4, Technical Approach to Commissary and Banking, paragraph B, for County's expectation.

**"FMJS"** means the Florida Model Jail Standards, referenced in Chapter 951.23 of the Florida Statutes.

**"Indigent Inmate"** means an inmate who has less than \$2.00 in his/her inmate account for seven (7) or more consecutive days.

**"Inmate"** means adult male and female offenders held in the Corrections facility awaiting trial, serving a jail sentence, awaiting transportation to another jurisdiction or being held for any lawful purpose.

**"Move/ Safe Book Kits"** means kits sold directly to OCCD for (OCCD) distribution to newly processed inmates.

**"Non - (Profit) Commissionable Items"** means items sold to inmates at a cost that does not include a profit (i.e. postage items, stamps, stamped envelopes, indigent items, etc.) These items are billed on the County's monthly invoice as a separate amount.

**"Non-Taxable Items"** means items sold to inmates that are non-taxable as stated by statute (i.e. baked goods, medications, stamps, etc.) These items are billed on the County's invoice at the amount charged to the inmate as a separate item and where appropriate, may be commissionable items.

**"Operating Standards"** means all applicable federal, state and local laws, rules, codes, regulations, Court Orders and ACA, FMJS and NCCHC Standards, as any of the same may be supplemented or amended and those rules, regulations, policies, procedures and ordinances reasonably made applicable to a Contractor by the County. If any of the Operating Standards are in conflict with each other, the more stringent shall apply, as reasonably determined by the County.

**"Pre-packaged Order"** means a \$10 - \$12 pre-packaged food item bag containing various items derived from the approved food menu of which no greater than 25% of the items are considered taxable by state law. The total singular value of the items shall exceed the package cost of \$10 - \$12 and the package shall be sold as a non-taxable item. The pre-packaged order is treated as a commissionable item that the Contractor offers for sale to housing areas on a day opposite the facility's normal weekly store order day (i.e. if a facility receives delivery of normal store orders on Tuesday, the Contractor would solicit sales of the pre-packaged order on Thursday or Friday.)

**"Service Commencement Date"** means the first day of delivery of Commissary Orders.

**3. Inmate Services**

A. The Contractor shall be responsible for:

- 1) Commissary order forms: Providing an adequate amount of commissary order forms for the inmate population. The commissary order forms shall contain the necessary information for OCCD to identify the inmate and his/her location in the Corrections facility, as well as the items ordered, including, at a minimum:
  - a. Last name, first name, middle initial
  - b. Jail Number
  - c. Housing location
  - d. Item name and cost
  - e. Separation of male and female (allowable) items
  - f. List of indigent items and recoverable costs
  - g. Signature line for inmate
  - h. Date of Order
  - i. Statement of tax rate
- 2) Receiving (including retrieving of) commissary order forms from all housing locations
- 3) Processing commissary orders into the Inmate Banking Services System
- 4) Packing individual inmates' commissary orders
- 5) Delivering inmate commissary orders and selling Pre-packaged commissary to the inmates per the following agreed upon schedule:

<u>BUILDINGS TO BE SERVICED</u>	<u>STORE ORDER DAY</u>	<u>PRE-PACKAGED ORDER DAY</u>
Horizons 2 <sup>nd</sup> , 4 <sup>th</sup> , 6 <sup>th</sup> Floors*	Tuesday	Thursday
Genesis Building	Tuesday	Thursday
Main D Building	Wednesday	Friday
Main PODs	Wednesday	Friday
Whitcomb (currently closed)	Wednesday	Friday

Main E Building	Thursday	Tuesday
Main F Building	Thursday	Tuesday
Booking and Release Center	Thursday	Tuesday
Female Detention Center	Friday	Wednesday
Phoenix Building (**)	Friday	Wednesday

Notes: \* The delivery schedule for the Horizon facility requires delivery after 3:30 p.m.

\*\* The Whitcomb building is currently closed for maintenance, but will be opening once the work is completed.

6) Accounting of all transactions

7) All inventory procurement

8) Storage and maintenance of all inventory

9) Ensuring that the banking system balances at all times and shall assist with reconciliation of accounts

B. Contractor shall provide a twenty-four (24) hour response time to calls for services involving store discrepancies, which in the sole opinion of the OCCD, may result in inmate management issues for the OCCD. The Contractor shall handle all other inmate grievances and complaints over Commissary Services in an expeditious manner, in accordance with the Operating Standards.

C. The Contractor shall package each inmate order individually and provide delivery to the inmate at his/her cell location and obtain a signed receipt from the inmate for the merchandise delivered.

D. The Contractor shall make available a Pre-packaged Order for solicitation in housing areas per the schedule noted in paragraph 3. A. 5. above. When soliciting the sale of this item, the Contractor shall verify the account balance of inmates desiring to purchase this item. When the inmate's balance contains enough funds for the transaction, the Contractor shall issue the item, get the inmate's signature on a hand receipt and process the transaction/sale against the inmate's account as soon as possible. The Contractor shall be fully responsible for the cost of the item until the transaction/sales entry is input against the inmate's account. If the inmate has been released or the account balance differs from the amount the Contractor verified during the solicitation/sale of the item, the Contractor shall hold OCCD and the inmate harmless for the cost of the item sold to the inmate. This item is a Commissionable Item. Upon receipt of an inmate order for an item that is temporarily out of stock or not approved for purchase, that portion of the inmate's order shall be cancelled and not charged to the inmate's account. Out of stock items may be reordered at a later date, but no "back orders" shall be permitted.

**E. The Contractor shall provide a complete Commissary Inmate Banking Services System that includes, but is not necessarily limited to, the following:**

- 1) A detailed invoice of each inmate's individual order**
- 2) A system to identify and collect sales taxes from inmate orders**
- 3) A billing system for inmates' individual accounts that also provides for credits to inmates' accounts for items ordered and billed, but which were determined not to have been received by the inmate**
- 4) A clear audit trail of all individual inmate banking transactions to include deposits, withdrawals, store ordering, etc.**
- 5) An inmate receipt that includes a received by acknowledgement line (for the inmate's signature) and details the items received and charges to his/her account.**
- 6) An active, real-time interface from the existing OCCD IMS to establish the Inmate Bank accounts (within the Inmate Banking System) by extracting (from IMS) and updating the banking system information in real-time (at time of creation of the Booking Record within the IMS). The interface shall need to extract the following information and the Inmate Banking System shall need to receive the listed items in separate files within the Inmate Banking System:
  - a. Inmate name**
  - b. Jail number**
  - c. Inmate birth date**
  - d. Inmate gender**
  - e. Inmate housing location**
  - f. Fee indicator (equal to "Y" or "N")**
  - g. Inmate Social Security Number**
  - h. Inmate address (street, city, state and zip code)****

**Immediately after completion of the noted interface and creation of the inmate banking account, the system shall create an automatic debt event/transaction for charging of the one-time (per booking number) Jail Processing/Booking fee. This fee (currently \$6) is set by the Board of County Commissioners and is subject to change at their discretion. The fee is only applied to inmates whose fee indicator (as interfaced – see Paragraph E.6.f. above) is equal to a "Y". In any case where an inmate returns to OCCD and is issued an old booking number, the system shall not re-charge the Jail Processing Booking fee.**

- 7) Upon booking, inmates are issued a booking number specific with the current booking. In cases where an inmate is being re-booked on past charges, etc., the inmate's previous old booking number may be assigned.**

8) A means for staff and/or inmates to obtain real-time inmate account statement information (spendable, debt, running balances, deposits, charges, store order charge/credit amounts, etc.) through the use of telephone systems, web-based connection (i.e., MicroSoft ASP.net) or other technology. This functionality shall provide (at a minimum) the inmate's name, jail number, account balance (including debt balance), housing location, date of birth and the last 30 transactions processed against the inmate's account with descriptive transaction/event information. Store order transactions shall include a link to identify the items within the order.

9) The ability to operate no less than five (5) PCs/workstations assigned as separate entities as follows:

- a. In post
- b. Drop/Mail Deposit post
- c. Withdrawal post
- d. Charge post
- e. Office/Admin post

10) Deposit transaction capabilities:

a. Manual Inmate deposit transactions/events to include the following (at a minimum), receiving area (i.e. initial booking, mail, drop box, etc.) type of deposit item received (i.e. cash, money order, government/certified check, etc.).

b. Acceptance of cash funds for initial cash deposits through the use of booking/intake money counters. The Contractor will be responsible for the removal and depositing of these funds to Orange County's bank. The system shall include the ability to obtain end of shift/period reports for all transactions processed through the booking/intake money counters. A transaction receipt number shall be included on the report and the receipt numbers shall be in sequential order without crossing over with other deposits at other deposit posts (see Paragraph d. below for specifics). Deposits made through the booking/intake money counters must post to the inmate's account in real-time and the Contractor will be responsible for counterfeit funds.

Note: Final decisions regarding the banking aspects of this service will be made in coordination with and approved by the Orange County Comptroller prior to implementation and an addendum to this contract will be created if warranted.

c. Automated/Electronic Funds Transfers (EFT) events/capabilities to include at a minimum the following:

- i. Acceptance of public credit card deposits through the use of public lobby machines, telephone and internet access. The Contractor shall be Payment Card Industry (PCI) compliant and able to prove PCI compliance by providing an Attestation of Compliance document to the County on an annual basis. This document shall be produced by an independent security firm that audits the Contractor's systems.**
  
- ii. These credit card transactions shall interface with the Contractor's banking system and update the inmate's banking account balances in real-time. The EFT transactions should also update (debit) the County's bank account in real time (or not later than the end of the next business day) to account for the funds that the inmate is able to expend and/or to ensure that the County's bank account balance is reflective and includes funds that have been debited to an inmate's banking account and are subject to being released with the inmate's release or transfer to another agency. The Contractor shall assume full liability for all losses (stolen/bad credit cards, etc.) and hold the County harmless from any "put/charge back" transactions.**

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**Note: Final decisions regarding the banking aspects of this service will be made in coordination with and approved by the Orange County Comptroller prior to implementation and an addendum to this contract will be created if warranted.**

- iii. The Contractor shall offer maintenance support, including cash collections (as deemed necessary) and custodial service.**
  
- iv. The Contractor's EFT process shall track all deposits and real-time posting of transactions made to inmate accounts during the shift and include the ability to obtain end of shift/period reports for all transactions sent to the County's bank. A transaction receipt number shall be included on the report and the receipt numbers shall be in sequential order without crossing over with other deposits being made manually at other posts (see Paragraph d. below for specifics)**
  
- v. The EFT deposit transactions shall be at no cost to OCCD or the County and the Contractor shall be authorized to charge a \$3.00 fee for public lobby deposits and a \$4.95 fee for telephone or internet deposits to external customers for each transaction. The Contractor**

shall maintain a money transmitter license in compliance with Florida statute 560.204 during the life of this contract.

- d. The system shall issue sequential receipt numbers for each deposit item processed. The receipt numbers shall be assigned based on specific posts/means for deposit (i.e. In post, Drop/Mail Deposit post, booking/intake money counter items, telephone, internet, etc.) and receipt numbers shall be issued in sequence for each post/means for deposit in specific order relative to the transactions processed at that particular post or by those means. In no cases are the receipt numbers to be issued across posts or means for deposit (i.e. the In post should issue receipts as 10000001, 10000002, etc., the Drop/Mail post should issue receipts as D0000001, D0000002, etc.) The system shall also contain separate input fields for money order, check number, etc. as well as a memo field for notes (depositor's name, etc.).
  - e. When any type of deposit is processed against an inmate's banking account, and an inmate's account is carrying an accounts receivable/debt amount, the system shall have the ability to collect a portion/percentage of the deposit as set by OCCD (currently 50% for all fees, except 100% when the fee owed is a returned/bad deposit debt or the booking fee) and to process the collected funds into the general ledger account established for the specific debt (i.e. Dental Assistant charges, Doctor Sick Call charges, etc.).
- 11) Inmate withdrawal transactions/events to include the following (at a minimum):
- a. Check release
  - b. Inmate Cash release
  - c. Public/Bondsman Cash release
  - d. Main Bond release
  - e. Pre-paid Card release
  - f. The system shall have the ability to issue and write checks. The check number shall be contained in a separate field as well as a memo filed for notes (county name, etc.) The check writing process shall include the ability to download daily (seven days per week) check information and the ability to create (and submit) a "posi-pay" file to the County's bank's automated banking system (currently Wells Fargo Bank's Connection system) at least twice daily. This requirement allows the bank to screen out unauthorized/ invalid checks prior to acceptance/cashing.
  - g. The system shall have the ability to issue (at the time of release) pre-paid debit/release cards loadable with varying



amounts based on inmate account balances and OCCD policy (i.e. OCCD may provide the inmate with \$5 cash and the remainder on the card).

- i. The card shall be able to be used to make cash withdrawals at varying automated transaction machines and this service shall be provided at no cost to the County. The maximum fee to be charged to external customers for each transaction/withdrawal is \$3.00.
- ii. The system shall have the ability to issue pre-paid transaction cards. The pre-paid card number shall be contained in a separate field and a memo field for notes (county name, etc.) shall be included. The pre-paid card process shall include the ability to download daily (seven days per week) card information. The Contractor shall assume full liability for all cash losses (stolen/bad pre-paid cards, etc.) and hold the County harmless from any "put/charge back" transactions.

- 12) Inmate charge transactions/events to include, at a minimum, the following:

**Automated Daily Subsistence Fee** – The system shall automatically charge a daily subsistence fee. This fee (currently \$2.25 per day) is set by the Board of County Commissioners and is subject to change at their discretion and is currently charged at 4 a.m. each day. The fee shall be charged to inmates whose fee indicator (as interfaced – see Paragraph E.6.f. above) is equal to a "Y".

**Manual Charge Transactions (at a minimum):**

- a. Dental Assistant charges
- b. Dental Sick Call charges
- c. Doctor Sick Call charges
- d. Work Release debts
- e. Methadone charges
- f. Nurse Sick Call charges
- g. Medication charges
- h. Lab Services charges
- i. Restitution charges
- j. Court order debts
- k. Copy miscellaneous charge
- l. Daily subsistence fee (for use with manual needs as determined by OCCD)
- m. Jail (booking) processing fee (for use with manual needs as determined by OCCD)

The system shall allow for the interface of all debts from any previously used inmate banking system and create charge

accounts for "old" debts as interfaced and also allow for prioritization and collection percentages of any debts per OCCD direction which is subject to change as needed. At any such time that one of the above noted charge events is processed against an inmate account that does not have the available fund balance to pay for the charge, the system shall have the ability to collect what is available based on a minimum remaining account balance as set by OCCD (currently \$0) and to create an accounts receivable balance/debt for the uncollected amount within the inmate's account to be collected (by the system) at such time that the account receives any deposit after the debt/accounts receivable amount is created. The collection transaction is to be established to collect debt amounts based on a percentage of the deposit as set by OCCD (currently 50% for all manually processed charge transactions, except 100% when the fee owed is a returned/bad deposit debt or the booking fee) and to process the collected funds into the general ledger account established for the specific debt (i.e. Dental Assistant charges, Doctor Sick Call charges, etc.).

- 13) The system shall include the capability to remove/purge all debt amounts owed when the posted debt remains uncollected three (3) years past the initial date of input.
- 14) Non-drawer balance inmate account affecting transactions/events to include at a minimum the following:
  - a. Returned/bad deposit transaction (reduces inmate's account for transactions posted in error, NSF's etc., works/washes with Deposit Correction transaction, noted below and creates an accounts receivable debt for any amount not available in the inmate's account)
  - b. Deposit Correction transaction (used to place funds into correct inmate's account when input error is identified after deposit has been sent to bank, works/washes with the returned/bad Deposit transaction, noted above)
  - c. Abandoned Funds removal - used to reduce inmate's account (without affecting cash/drawer balance) for submission to state
- 15) Other needed transactions/events to include the following (at a minimum):
  - a. Safe Deposit (for weekly cash replenishment funds from finance)
  - b. Main Withdrawal Post Cash Issuance
  - c. Safe Overage (also known as return loss)
  - d. Safe Shortage (for funding Withdrawal post shortages and bad deposit items, etc. also known as cash loss)

- 16) The Contractor shall provide the system, server, software and hardware (including peripherals, printers, check printers, etc.) involved with all aspects of the Inmate Banking System in strict compliance with the County's Computing Standards as outlined in Exhibit E herein. Currently provided equipment includes five (5) stand-alone PC's, four (4) receipt printers, one (1) check printer and one (1) server. Additional equipment (needed for installation within six (6) months of OCCD direction) includes four (4) to six (6) booking/intake money counters, one (1) debit/release card device and two (2) public lobby deposit machines capable of receiving credit card deposits for inmates. The Contractor will also load their banking system on up to 8 County PCs for the purpose of providing OCCD with auditing and report capabilities.
- 17) The system shall allow for voiding of any and all transactions/events noted above.
- 18) The system shall include a reports module that allows for real-time downloading (at a minimum) of the following Inmate Banking reports:
- a. End-of-shift deposit, withdrawal, and checking reports
  - b. Deposit, withdrawal and checking reports by user specified to and from date/timeframes, post locations, money order/check numbers, etc.
  - c. Reports specific to user specified transaction/event types (i.e. deposits by type, withdrawals by type, and charges by type) by user specified to and from date/timeframes.
  - d. Inmate account balance reports by inmate name and/or jail number to include spendable balance, debt balance and closeout/release amounts (needed during downtimes and for contingencies)
  - e. Report for jail/booking processing fee and daily subsistence fee collection data by inmate to include daily charged amount, daily amount collected and summary data for total inmate population

Note: The reports module shall include the ability to download all reports into Excel spreadsheet files. Each report shall include (at a minimum), the inmate's name, jail number, transaction/event processed, amount, date and time processed, receipt number, and provide the ability to query by any other field contained within the database.

- 19) The Contractor shall keep full and accurate accounts of sales and other records related to the Commissary Services. The Contractor shall retain all such records for a period of five (5) years after the termination of any contract for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's

subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

- 20) The system shall also have the ability to set security measures by individual staff as well as post and transaction type for the purpose of limiting staff change, inquiry/view-only, administration, report access, etc. as determined by OCCD.
- 21) The Contractor shall provide system changes at no charge to the County. These changes may include (but are not limited to) adjustments to any interfaced data, additional transactions/events, and inclusion of additional automated transactions as needed.
- 22) The contractor shall provide immediate technical support upon receiving a call from OCCD staff regarding any issues with the inmate banking system, services, hardware and software, 24 hours daily, 7 days per week, and 365 days per year. If needed, the contractor will provide onsite technical support within 2 hours of being notified of an issue/problem.
- 23) If at any time OCCD or the County decides to implement their own inmate Banking system, the Contractor shall be responsible for the following:
  - a. Providing of an interface to convert the data within the Contractor's inmate banking system to the OCCD/County's system. The interface shall include, at a minimum, all inmate items interfaced during the booking process as noted in Inmate Services Section E. paragraph 6, items a. through h. above, as well as the inmate's system balance, debt information (including history of open/unpaid items, etc.), closeout/release amounts, and other information as deemed necessary by OCCD.
  - b. Creating an interface for the exchanging of inmate store sales/order information to include, but not limited to, commissionable items, non-commissionable items, indigent items, sales tax information, etc.
  - c. Continuing and/or creation of reports as determined by OCCD needed to validate and reconcile store sales/order transactions, the Contractor's invoice, etc.

#### **4. Inventory Requirements**

- A. The commissary system will allow for the setting of quantity and/or frequency limitations for all retail items sold to include over the counter medications and indigent items. These limitations will be provided to the Contractor upon contract execution. OCCD retains the right to limit quantities and frequencies of any item sold and the ability to adjust quantities and frequencies as needed. OCCD also determines "gender

specific" items. The Contractor's system shall contain the ability for item quantity and frequency limits as well as gender limits to be set as specified by OCCD.

- B. The Contractor shall not provide any items for sale to inmates that have not been approved by the OCCD in accordance with the terms of this contract.
- C. The Contractor shall provide, purchase and maintain custody of items mutually agreed upon by the Contractor and the OCCD for purchase by inmates of the OCCD under the provisions of this contract. The Contractor's stock shall not be maintained on the premises of the OCCD.
- D. The initial store menu items and agreed pricing is contained in Exhibit C herein. Each year, in the tenth month of the current contract year, the Contractor shall hire an independent 3<sup>rd</sup> party company to provide a certified "fair market value" (FMV) survey of items sold in the local community that are comparable to items contained on the Store Menu Items and Pricing List. The FMV survey shall be submitted to OCCD not later than the first day of the eleventh month of the current contract period and must include a cover letter of certification from the 3<sup>rd</sup> party company. FMV prices shall be obtained from three retail establishments within Orange County. The prices obtained from the three stores shall be added together and the total divided by three to obtain an average price (based on per ounce/item equivalents). The average price shall be considered the FMV for the purposes of the contract and will be considered the maximum sales price for each item being sold. Items found to be above the FMV shall be reduced to a price within the FMV. No item will be sold at any price without OCCD approval and when the Contractor desires to add a new item(s) to the menu, the Contractor will ensure the new item(s) are included in the annual FMV price survey and will recommend a price for the new item(s). New item(s) will be priced at or below the FMV as mutually agreed upon by OCCD and the Contractor. OCCD retains the right to disallow any new item or remove any item from the store menu when security risks are identified.

At the time of the annual FMV survey, the Contractor may request price increases for items determined to be below the FMV by submitting a written request to OCCD. Proposed price increases must be approved by OCCD prior to implementation and price increase requests will not be allowed except as submitted during the annual FMV process.

- E. The Contractor shall bill the OCCD for the Contractor's cost of goods (only) provided to indigent inmates (i.e. indigent medications, indigent clothing, indigent hygiene, indigent kits, etc.). No other costs for the provision of goods to inmates pursuant to this contract may be billed to the OCCD. The initial indigent menu items and agreed prices are noted in Exhibit D herein.

- F. The Contractor shall send requests in writing to the OCCD Contract Monitor and obtain written approval from OCCD for the substitution of any item prior to offering said substitution item for sale to inmates.
- G. The Contractor shall, whenever possible, utilize items packaged for institutional use. Any items packaged in glass, heavy metal or containers that, in the opinion of the OCCD Contract Monitor, may be used as weapons or tools will not be permitted in the Corrections facilities.
- H. The Contractor shall, whenever possible, provide non-food items offered for sale to inmates packaged in clear or translucent containers.
- I. The Contractor shall not provide any products containing alcohol for sale to inmates.
- J. The Contractor shall sell "Security Sensitive" items whenever possible. In particular, the Contractor shall sell a transparent AM/FM Radio and each radio shall be engraved with the inmate's jail number and the headphones shall be removed from the package before delivery to the OCCD premises. The Contractor shall sell a separate set of "ear buds" in place of the removed headphones.
- K. The OCCD retains the discretion to approve/disapprove any product for distribution to inmates and the quantities allowed, as well as the frequency of sale of items.
- L. The Contractor shall, at a minimum, provide products in all the following categories (see Exhibit C for detailed items, sizes, etc.):
- 1) Candy, cookies, crackers, chips, peanuts and like snacks
  - 2) Stamps, stationary, greeting cards and writing supplies
  - 3) Approved personal hygiene items such as shampoo, conditioner, deodorant, toothpaste, etc.
  - 4) Approved over-the-counter medications
  - 5) Underwear, socks, shorts and shoes
  - 6) Indigent clothing, hygiene items and over-the-counter
  - 7) Indigent Kit (containing the following specific items):
    - a. Two (3 oz.) bars of antibacterial deodorant soap
    - b. One (1.5 oz.) tube of fluoride toothpaste
    - c. One (.5 oz.) unisex stick deodorant
    - d. One black (flex/safety) pen and one 50 sheet 5" x 8" pad
    - e. two stamped envelopes

**Note:** Indigent inmates are defined as inmates who maintain an account balance of less than \$2.00 for a consecutive period greater than seven (7) days. At any such time that an indigent inmate orders an indigent item(s) or kit, the inmate banking system shall collect any available balance and create an accounts receivable balance/debt within the inmate's account for any uncollected difference. The system shall collect the accounts

receivable/debt amount at any such time that the account receives any deposit after the debt/accounts receivable amount is created. The collection transaction is to be established to collect up to 50% (as needed) of the deposited amount against the debt/accounts receivable amount and to process the collected funds into the general ledger account established for the specific indigent debt (i.e. indigent repayment). The prioritization of accounts receivable collections and percentage to be collected for various debts will be determined by OCCD.

**5. Delivery of Commissary Items to Inmates**

- A. The Contractor shall deliver commissary items to each facility through the identified service delivery entrance and to the inmates within the cell areas under the supervision of the Correctional Officers on duty.
- B. In cases where an inmate has been moved to a different housing location after placing a store order, the Contractor shall verify that the inmate is authorized to receive the goods purchased in the new housing location. When it is determined that the inmate is authorized to receive the items in the new housing location, the Contractor shall deliver the order to the inmate in the new housing area by the close of the next business day. If the inmate is NOT authorized to receive the items in the new housing location, the store order shall be returned to stock and the Contractor shall process a refund to the inmate's account.
- C. The Contractor shall package the inmate orders in transparent sealed bags that allow for visual inspection of the contents without breaking the seal. The Contractor staff will empty the store order contents and retrieve all bags prior to departing the housing area.
- D. The Contractor shall deliver commissary items to inmates once per week. The total weekly order per inmate shall not exceed \$70.00 in total for items in category 1 plus up to an additional \$70.00 for items in categories 2 through 5 as listed in Section 4, paragraph L, items 1 thru 5 above for a total weekly maximum order not to exceed \$140.00.
- E. Off-line sales - In some instances, inmate claims of lost commissary items is substantiated due to movement for medical, courts, etc. and OCCD authorizes re-issuance of the lost items by the Contractor. When these cases arise, OCCD will notify the Contractor of the need for an off-line sale. The Contractor shall provide the replacement items to the inmate based on the OCCD notification and shall not process the order as a sale item against the inmate's account. The Contractor shall invoice OCCD for the items delivered (without charging sales tax) and the County will pay the invoice at the end of the month with the monthly invoice.

**6. Inmate Safe Book and Move Kit Requirements**

- A. Safe Book Kits – Some inmates are taken to the area known as safe book upon booking and they are provided with a hygiene kit known as a "safe

book kit." This kit is distributed by OCCD staff and will be purchased by OCCD directly from the Contractor. The pricing of the kit will be charged at the rate noted in Exhibit B and the contents of the kit shall be as follows:

- 1) One (.5 oz.) antibacterial deodorant soaps
- 2) One secure (thumbprint handle) toothbrush
- 3) One (.85 oz.) tube of fluoride toothpaste
- 4) One 5" comb

B. Move Kits - Inmates that are retained after the initial appearance process are provided with a hygiene/stationary kit known as a "move kit." This kit is distributed by OCCD staff and will be purchased from the Contractor. The pricing of the kit will be charged at the rate noted in Exhibit B and the contents of the kit shall be as follows:

- 1) Four (.5 oz.) antibacterial deodorant soaps
- 2) One secure (thumbprint handle) toothbrush
- 3) One (.85 oz.) tube of fluoride toothpaste
- 4) One (.5 oz.) unisex stick deodorant
- 5) One black safety (flex/safety) pen
- 6) One stamped envelope
- 7) Note pad (50 sheets, 5" x 8" pad)
- 8) One 5" comb

C. OCCD will order the kits in bulk (approximately 2,000 per month) and the Contractor shall provide a shipping receipt with each order.

D. The Contractor shall invoice OCCD after each delivery and OCCD will add the cost of the move and safe book kits to the monthly invoice.

E. The move and safe book kits are purchased by OCCD are tax exempt.

**7. Systems Reports, Daily Batch files, Monthly and End-of-Year Invoicing/Payment and Bank System Reconciliation**

A. The Contractor will load their banking system on up to 8 County PCs for the purpose of providing OCCD with auditing and report capabilities. All reports will have the ability to be run in real-time.

B. Contractor shall be responsible for debiting the account balance of each inmate for the cost of his/her commissary order upon processing of the received commissary order form.

C. The Contractor shall provide to OCCD daily batch files that include:

- 1) Date orders were processed. Note: Charges and credits (refunds) shall be contained in separate batch files.
- 2) Inmate order summary information to include, (each) inmate's name, jail number and total cost of items delivered/charged.



- 3) **Batch sales summary information that includes the following:**
- a. **Total amount of merchandise sold (or refunded), plus sales tax, plus amount of indigent meds issued and indigent clothing issued**
  - b. **Applicable sales tax related to total (taxable) merchandise ordered/purchased (or refunded)**
  - c. **Gross sales (total merchandise sold amount, less sales tax amount)**
  - d. **Non-Commissionable sales amount (amount of non-profit items sold/refunded), plus the indigent medications and clothing issued**
  - e. **Commissionable sales amount (gross sales less the non-commissionable sales amount, less pre-packaged sales), plus a separate subtotal of pre-packaged sales items sold).**
  - f. **Amount of Orange County commission (commissionable sales amount multiplied by agreed commission rate)**
  - g. **Sub total amount due to/from Contractor (commissionable sales amount less amount of Orange County commission)**
  - h. **Amount due to/from Contractor (sub total amount plus non-commissionable sales amount)**

4) **The preferred method for receiving the batch files is via daily email in Adobe file format. When this is not possible, the Contractor shall ensure that the batch files are received at OCCD not later than three (3) business days after processing.**

D. **The Contractor shall provide OCCD with the ability to run an invoice through use of a real-time report. The report shall allow for a beginning and ending date and the output file shall be in Excel format. The invoice shall detail the following items:**

- 1) **A row for summary information for each day of the month by batch number and credit batch information by date processed. Note: each column should end with a total amount.**
- 2) **A column identifying the total amount of items sold (relative to the batch/row).**
- 3) **A column identifying the portion of the total amount of items sold that was subject to commission (commissionable/profit items sold, does not includes pre-packaged item sales).**
- 4) **A column identifying the portion of the total amount of items sold that was for pre-packaged item sales (commissionable item).**
- 5) **A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items).**

- 6) A column identifying the portion of the total amount of items sold that were non-taxable items.
  - 7) A column identifying the portion of the total amount of items sold that were taxable items.
  - 8) A column identifying the amount of sales tax related to the taxable items sold.
  - 9) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued.
  - 10) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent clothing issued.
  - 11) A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued.
- 
- 12) The amount owed to the Contractor with summary information identifying the total of commissionable items (which includes pre-packaged order sales), less commission due OCCD (at 51% rate agreed upon), plus non-profit items sold, plus amount due for indigent medications, clothing and kits.

**Note:** Any invoices for costs of safe book, move kits, off-line sales, etc. received during the month shall be added to the monthly invoice (by OCCD), as a non-commissionable purchase item and OCCD will include these costs in the monthly payment.

- E. On the first business day of each month, OCCD will run a monthly invoice report (for the prior calendar month) and reconcile the daily batch file information to the invoice report. Once validated as correct, OCCD will submit the invoice to the Orange County Comptroller's Finance section for payment. Note: In normal circumstances the payment voucher will be submitted no later than fourteen (14) calendar days after the first of the month and the Comptroller will need up to an additional ten (10) days to pay the invoice, however, discrepancies with the invoice report and batch files could be cause for delay.
- F. Any time the batch file information does not reconcile with the invoice, the Contractor shall be responsible for assisting with finding the discrepancy and shall correct account entries as needed.
- G. At the end of each Orange County Fiscal Year (FY), the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the

guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount.

**Note:** Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Orange County Fiscal Year periods (October 1<sup>st</sup> through September 30<sup>th</sup>). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to OCCD within thirty (30) days of written notice.

As an attachment to the final payment invoice for each FY, the County will include a report listing the monthly amount of commissions received for that contract period, to include the cumulative commission total and the annual daily ADP for the FY.

- H. The Contractor shall provide OCCD with the ability to run a General Ledger report through use of a real-time reporting system. The report shall allow for the following:
- 1) A beginning and ending date and the output file shall be in Excel format and shall summarize the daily amounts for all transactions/events noted throughout this Scope of Services.
  - 2) The amount related to the cost of indigent items and kits purchased.
  - 3) The amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits.
  - 4) The amount of store orders processed against inmate accounts.
  - 5) The amount of store order refunds pertaining previously charged/purchased goods.
  - 6) Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, return/bad deposits processed and collected, etc.)  
Note: each column should end with a total amount.
  - 7) The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date.
  - 8) A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed).

- 9) The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date.

**8. Liquidated Damages**

- A. On any scheduled commissary delivery day in which the Contractor fails to deliver the commissary orders within four (4) hours of the scheduled time (aside from excused delays, reference Article 17), the Contractor shall pay liquidated damages of \$500.00.
- B. In the event the Contractor does not deliver the commissary orders within twenty-four (24) hours of the scheduled delivery time (aside from excused delays, reference Article 17), the Contractor shall pay liquidated damages of \$1,000 for every day, or portion of a day, after the day scheduled for delivery.
- C. On any scheduled commissary delivery day in which the Contractor fails to deliver 100% of the commissary orders (aside from excused delays, reference Article 17), the Contractor shall pay liquidated damages of \$100 if undelivered orders equal over 2% of the orders scheduled for delivery.
- D. Failure of the Contractor to maintain a 98% on time order completion rate shall be considered a material breach of the Contract.

**9. Security and Identification**

- A. All costs for background investigations shall be Contractor's responsibility. At all times, the County retains the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.
- B. Background checks for the Contractor's staff must be approved by the County prior to working in any County facility. The Contractor is responsible for obtaining the necessary forms for background checks as follows:
- 1) All Contractor's staff working at any Corrections related facility - request forms via e-mail from [Sarah.Benson@ocfl.net](mailto:Sarah.Benson@ocfl.net) and [MichaelJeffrey.Adkins@ocfl.net](mailto:MichaelJeffrey.Adkins@ocfl.net).
  - 2) All Contractor's staff working at other Orange County facilities - submit a completed FDLE form found at [www.fdle.state.fl.us/](http://www.fdle.state.fl.us/) (there is a cost to the Contractor) via e-mail to [Thomas.Sidley@ocfl.net](mailto:Thomas.Sidley@ocfl.net) for approval.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following: **\*\*\*EXEMPT\*\*\***

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. Each County representative will inform the Contractor of their background check results.

Upon background check approval, the Contractor's staff shall go to the Orange County Human Resources office located at 450 E. South St., Orlando, FL 32801 with an Affidavit of Identity form (issued by the Contractor) and a State of Florida I.D. or Driver's License to obtain their Orange County photo I.D. badge.

- C. Contractor's employees shall not be allowed to work in Orange County facilities without completed and approved background investigations.
- D. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's representative in writing, of such termination or transfer.
- E. The Contractor shall report the arrest of any employee working under the terms of this contract to the County's representative within twenty-four (24) hours of knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this contract.
- F. The Contractor shall remove from County premises any of their employees who, in the opinion of the County's representative, is not performing the services in a proper manner, or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County
- G. The Contractor shall not use employees of any temporary help-type employment agency to supplement their work force in County facilities for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's representative.
- H. The Contractor shall prevent its employees from tampering with any owned items of County employees or County owned property or entering into any area unless required in the performance of the services.

## 10. Special Conditions for Working at the Corrections Facilities

The following are specific conditions and rules that must be followed while providing services at any Corrections Facilities.

- A. All Contractor employees shall carry a valid ID at all times.
- B. The Contractor shall provide a list of all employees that will be working inside any Corrections facility. A full criminal history shall be run on each employee by the Corrections Department at no cost to the Contractor. No Contractor employee will be allowed to work inside any Corrections facility if they are on active probation, home confinement, and parole or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs, or theft. The Contractor employee list shall include:
  - 1) Employee's full name
  - 2) Employee's date of birth
  - 3) Employee's race/sex
  - 4) Employee's Social Security number
  - 5) Employee's Driver's License number
- C. Only authorized employees of the Contractor shall be allowed to work at any Corrections facility. **WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY CORRECTIONS FACILITY CONTRACT.**
- D. Contractor's employee shall wear their Contractor issued ID on the collar of their shirt at all times while in any Corrections facility. This ID will be issued to each Contractor employee at the North perimeter building and will only be given upon surrendering of a valid personal ID.
- E. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.
- F. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member. They will contact 911.
- G. The Contractor's employees shall follow direction of the escort officer at all times.
- H. The Contractor's employees shall not bring tobacco or tobacco products inside any Corrections facility or on top of any roof or within any Corrections facility fence line.
- I. The Contractor's employees shall not bring or wear hats or sunglasses inside any Corrections facility.
- J. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.

- K. Contractor vehicles shall have the windows rolled up and be locked at all times and parked in only pre-authorized areas.
- L. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.
- M. All Contractor tools will be inventoried going into and out of a Corrections facility. Contractor shall ensure that employees take in only what is needed to perform the services.
- N. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall conduct an inspection of all areas to ensure all tools are accounted for and properly stored.
- O. No illegal drugs or drug paraphernalia are allowed in the compound.
- P. No weapons, guns or ammunition are allowed in any Corrections facility.
- Q. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.
- R. The Contractor shall only use storage areas approved at the beginning of the contract, unless otherwise permitted by an authorized County representative.
- S. The Contractor shall not leave clothing unattended, including hats and sunglasses.

**11. Right of Inspection:**

The Contractor shall permit OCCD personnel to inspect all parts of the commissary areas of OCCD without notice at any time. The Contract Monitor shall be provided access to all areas under the control of the Contractor at any time, as well as unrestricted access to all Contractors' documents pertaining to the operation of the OCCD commissary sections, with or without advance notice from the Contract Monitor.

**EXHIBIT B**

**FEE FORM**

The Contractor shall provide all plant, labor, equipment, manpower and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the Scope of Services defined herein for the amounts specified in this Fee Form.

**INMATE SALES COMMISSION PERCENTAGE**

The Contractor shall pay the County the following commission (% of adjusted gross sales as defined below) for each year of the contract period (start date through end of contract as noted, including applicable renewal years) as follows:

<b><u>Contract/Fiscal Periods</u></b>	<b><u>Inmate Sales Commission</u></b>
Partial Fiscal Year One (contract start date through Sep. 30, 2014) .....	<b><u>51%</u></b>
Full Fiscal Year 2015 (Oct. 1, 2014 through Sep. 30, 2015) .....	<b><u>51%</u></b>
Full Fiscal Year 2016 (Oct. 1, 2015 through Sep. 30, 2016) .....	<b><u>51%</u></b>
Full Fiscal Year 2017 (Oct. 1, 2016 through Sep. 30, 2017) .....	<b><u>51%</u></b>
Full Fiscal Year 2018 and Partial Year Five (Oct. 1, 2017 through end of contract date).....	<b><u>51%</u></b>

**Two (2) Year Renewal Commission Rates:**

Year One Renewal (Partial Fiscal Year - Contract Renewal date through Sept. 30, 2019).....	<b><u>51%</u></b>
Full Fiscal Year and Partial Year Two Renewal 2020 (Oct. 1, 2019 through end of contract date).....	<b><u>51%</u></b>

Adjusted Gross Sales is defined herein as:

Total amount of merchandise sold/issued to inmates on behalf of the County  
Minus Applicable Sales Tax  
Minus all "Indigent Items" issued  
Minus Non-Profit Items (stamps, stamped envelopes, etc.)  
Equals Adjusted Gross Sales



**EXHIBIT B - Continued**

**FEE FORM**

**GUARANTEED MINIMUM ANNUAL COMMISSION (GMAC)**

Guaranteed Minimum Period/Annual Commissions payment (for all periods noted in Exhibit B) shall be based on the County's non-Work Release annual average daily inmate population as follows:

<b>Annual Average Daily (Inmate) Population (ADP)</b>	<b>Guaranteed Minimum Annual Commission</b>
2,600 - 2,799 .....	<u>\$ 920,000</u>
2,800 - 2,999 .....	<u>\$1,000,000</u>
3,000 - 3,199 .....	<u>\$1,050,000</u>
3,200 - 3,399 .....	<u>\$1,100,000</u>
3,400 - 3,599 .....	<u>\$1,150,000</u>
3,600 - 3,799 .....	<u>\$1,200,000</u>
3,800 - 3,999 .....	<u>\$1,250,000</u>
4,000 - 4,199 .....	<u>\$1,300,000</u>
4,200 - 4,399 .....	<u>\$1,350,000</u>
4,400 - 4,599 .....	<u>\$1,400,000</u>
4,600 - 4,799 .....	<u>\$1,450,000</u>
4,800 - 4,999 .....	<u>\$1,500,000</u>
5,000 - above.....	<u>\$1,550,000</u>

At the end of each FY, the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY shall be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods shall be reduced by the amount needed to reach the guaranteed minimum annual commission amount. If the ADP drops below 2,600 for any full fiscal year the County will negotiate the GMAC for that period in good faith.

**Note:** Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Orange County Fiscal Year periods (October 1<sup>st</sup> through September 30<sup>th</sup>). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Contractor of the shortfall in writing and the Contractor shall remit the difference by check to OCCD within 30 days of written notice.

**EXHIBIT B - Continued**

**FEE FORM**

<b>DESCRIPTION</b>	<b><u>UNIT COST</u></b>
<b><u>INMATE SAFE BOOK KIT AND MOVE KIT</u></b>	
<b>Safe Book Kit</b> as defined in Scope of Services, Section 6.A herein	<b><u>\$0.52</u></b>
<b>Move Kit</b> as defined in Scope of Services, Section 6.B. herein	<b><u>\$2.09</u></b>

**EFT AND MISCELLANEOUS FEES/CHARGES**

The following EFT fees are the only contractually allowed fees that may be charged directly to inmates/depositors for any and all additional services outside of the purchase of commissary products. Any additional EFT fees or miscellaneous charges to inmates/depositors will not be allowed throughout the life of the contract. **In addition, the EFT fees listed below will be limited to a maximum charge per transaction.**

The following EFT fees for transactions shall be as defined in Scope of Services, Section 3, Sub-Section H, paragraphs 1 through 5:

Proposed fee charge for public credit card deposits ..... **\$3.00**  
through the use of a public deposit machine. The  
proposed fee cannot exceed \$3.00 per transaction.

Proposed fee charge for public credit card deposits through the ..... **\$4.95**  
use of telephone or Internet access. The proposed fee cannot  
exceed \$4.95 per transaction.

Proposed fee associated with Pre-paid Debit Card/release ..... **\$3.00**  
transactions. The use of the card is free for the first 72 hours after  
release. The maximum fee that can be charged per transaction is \$3.00 thereafter.

**EXHIBIT C  
STORE MENU ITEMS AND PRICING LIST**

<b>PLU</b>	<b>Item Description</b>	<b>Agreed Sales/ Charge Price</b>
1104	4 oz. Baby Lotion	\$ 2.50
1075	4 oz. Baby Shampoo	\$ 1.33
1149	4oz. Bath & Body Wash	\$ 1.27
1110	4oz. Conditioner	\$ 1.26
1051	4oz. Mouthwash	\$ 1.33
1114	4oz. Skin Care Lotion	\$ 1.09
1164	5" Black Comb	\$ 1.00
1018	Antifungal Cream tube .5oz	\$ 6.99
1042	APAP (Like Tylenol) 2pk	\$ 1.25
1147	Blue Mag. Cond. & Hairdress 4oz	\$ 0.78
1256	Body Guard Deodorant	\$ 3.69
1393	Brushless Shave Cream 3oz	\$ 2.30
1019	Chapstick .35 oz	\$ 1.60
1029	Clear Ladys Stick Deod 2 oz.	\$ 1.89
1063	Cocoa Butter Crème 4oz	\$ 1.99
1160	Contact Lens Case	\$ 1.65
1157	Dandruff Shampoo 4 oz.	\$ 2.27
1153	Dial Soap 3.5oz	\$ 1.19
1127	Freshmint Toothpaste 2.75oz	\$ 1.37
1121	Halls Cough Drops Reg.	\$ 1.50
1019	Hemorrhoidal Ointment 1 oz	\$ 6.50
1001	Hydrocortisone Cream .5oz.	\$ 4.99
1017	Ibuprophen 2 pk	\$ 0.63
1020	Lubriderm 6 oz.	\$ 3.99
1257	Lusti Coconut Oil Condition 4oz.	\$ 3.54
1161	Lusti Gel Pomade 4oz	\$ 4.56
1013	Magnificant Hair Food 4oz	\$ 3.99
1000	Medicated Skin Cream 4 oz	\$ 3.32
1165	Men's Hair Brush-no handle	\$ 2.99
1075	Petroleum Jelly 4 oz.	\$ 1.20
1166	Pony Tail Holder (one)	\$ 0.15
1256	Royal Crown Hair Dressing 4oz	\$ 2.39
1154	Soap Dish	\$ 1.00
1014	Sulfur 8 Shampoo 7.5oz	\$ 6.77
1161	Tampons (1 Box) 8 Ct	\$ 3.19
1157	Toothbrush Cap Holder	\$ 0.99
1122	Triple Antibiotic Ointment 1 tube 0.5 oz	\$ 2.50
1315	Turns 1 roll	\$ 1.25
	Liquid Antacid - 8 oz.	\$ 3.53

**EXHIBIT C**  
**STORE MENU ITEMS AND PRICING LIST**

<b>PLU</b>	<b>Item Description</b>	<b>Agreed Sales/ Charge Price</b>
	Denture Adhesive - 2.2 oz.	\$ 3.86
	Ex-Lax - 25 ct	\$ 6.08
4011	Aunt Dots Beef Stew 8 oz Pouch	\$ 2.28
4166	Aunt Dots Chili 8oz Pouch	\$ 2.06
4001	Aunt Dots Chili No Beans 8 oz Pouch	\$ 2.06
4002	Beef & Cheese Stick 1.12 oz	\$ 1.16
4014	Beef Stick 5 oz.	\$ 3.97
4012	Chicken in a Pouch 3oz	\$ 1.67
4151	Dill Pickle Mild	\$ 0.87
4006	Flour Tortillas (4-Pack) 8oz	\$ 2.59
4004	Grape Jelly 1 oz	\$ 0.18
4015	Hot N Spicy Beef Stick 5 oz	\$ 3.97
4207	Ketchup Pkt	\$ 0.11
4009	Mayo Pkt	\$ 0.15
4166	Mustard Pkt	\$ 0.11
4026	Nature Valley Oat/Honey Granola Bar 1.5oz*	\$ 0.71
4022	Ramen - Chicken 3 oz	\$ 0.49
4003	Ramen - Beef 3 oz.	\$ 0.49
4050	Ramen - Chili 3 oz	\$ 0.49
4140	Ramen - Picante Beef 3 oz.	\$ 0.49
4007	S.S. Cheddar Squeezers 1oz	\$ 0.95
4207	S.S. Jalapeno Cheese Squeezers 1oz*	\$ 0.95
4151	S.S. Peanut Butter 1.oz	\$ 0.47
4050	Saltine Crackers (PER Sleeve, 4 oz.)	\$ 0.80
4018	Sardines in oil 3.53 oz	\$ 1.46
4143	Sardines in Mustard Sauce 3.53 oz	\$ 1.45
4009	Sharp Cheese Spread 8oz	\$ 2.20
4064	Snack Crackers (Like Ritz) 12 oz	\$ 2.92
4013	Spam in Pouch 3oz	\$ 0.98
4016	Spicy Meat N Cheese 1.12 oz	\$ 1.32
4008	Twin Beef Stick 1.12 oz	\$ 1.34
4312	Oatmeal pkts Maple & Br Sugar	\$ 0.24
5002	Brownie (Chocolate Fudge) 3.25oz	\$ 0.85
5005	Chocolate Iced Donut 4 oz.	\$ 1.37
5025	Cinnamon Roll 4oz.	\$ 1.36
5063	Crème Filled Cupcakes 2pk 4oz.	\$ 1.36
5089	Grandma's Choc. Chip Cookie 2.5oz	\$ 0.99
5090	Grandma's Oatmeal Raisin Coo kie 2.5oz	\$ 0.99
5085	Iced Grand Honey Bun 6 oz.	\$ 1.37

**EXHIBIT C  
STORE MENU ITEMS AND PRICING LIST**

<b>PLU</b>	<b>Item Description</b>	<b>Agreed Sales/ Charge Price</b>
5012	Jumbo Honey Bun 4.75 oz.	\$ 1.19
5113	Oatmeal Sand. Cakes (qty 1 - 3.9 oz.)	\$ 0.43
5091	Oreo Cookies 1.8oz	\$ 0.91
5087	Rice Krispie Treats 1.3oz	\$ 0.87
5010	Strawberry Poptart (qty 1 pack - 2 tarts -3)	\$ 0.94
5114	Swiss Rolls (qty 1 - 3.4 oz.)	\$ 0.43
5088	Swiss Vanilla Cremes Cookies 1.8 oz*	\$ 0.80
5233	Krave Brownie Bar 1.58 oz	\$ 1.98
5234	Krave S'Mores Bar 1.58 oz	\$ 1.97
6342	Cranberry Almond Trail Mix 1.75 oz	\$ 0.64
6241	Animal Crackers 2 oz	\$ 0.96
4023	Geisha Tuna 6 oz	\$ 3.59
4028	Instant White Rice 2 oz	\$ 0.60
6057	Andy Capps Hot Fries 1oz	\$ 0.39
6023	BBQ Chips 6oz.	\$ 3.06
6020	C.A. Hot & Spicy Pork Rinds 1 oz	\$ 0.67
6001	Cheetos Crunchy JalpnoChdr LSS 2.0 oz	\$ 0.84
6008	Doritos Cool Ranch Chip LSS 1.75 oz.	\$ 0.92
6009	Doritos Nacho Cheese Chip LSS 1.75 oz *	\$ 0.77
6000	Doritos Spicy Sweet Chili LSS 1.75 oz	\$ 0.77
6033	Fritos Corn Chips BBQ LSS 2.0 oz.	\$ 0.76
6021	Fritos Corn Chips Chl/Chse LSS 2.0 oz.	\$ 0.76
6012	Lays Sour Cream & Onion LSS 1.5 oz	\$ 0.72
6022	Nacho Tortilla Chips 9 oz.	\$ 3.51
6031	Onion Dip 6.35 oz	\$ 2.37
6004	Round Tortilla Chips 8 oz.	\$ 3.43
6218	Salted Peanuts 1.oz	\$ 0.43
6021	Sour Cream & Onion Chips 6oz	\$ 3.29
9006	Almond Joy 1.61oz	\$ 1.16

**EXHIBIT C**  
**STORE MENU ITEMS AND PRICING LIST**

<b>PLU</b>	<b>Item Description</b>	<b>Agreed Sales/ Charge Price</b>
9007	Baby Ruth 2.1oz	\$ 1.16
9011	Butterfinger 2.1oz	\$ 1.16
9003	Butterscotch Buttons 4.5oz	\$ 1.18
9015	Hard Candy Allstar Mix 3.0 oz	\$ 0.98
9021	Kit Kat 1.5oz	\$ 1.16
9009	Lemon Drops 4.5oz	\$ 1.25
9005	M & M Peanut 1.74oz	\$ 1.16
9001	M & M Plain 1.69oz	\$ 1.16
9002	Milky Way 1.84 oz	\$ 1.16
9017	Nestle Crunch 1.55oz	\$ 1.16
9018	Payday 1.85oz	\$ 1.16
9020	Reeses Peanut Butter Cups 1.5oz	\$ 1.16
9017	Rootbeer Barrels 4.5oz	\$ 1.14
9128	Snickers 1.84 oz	\$ 1.16
9014	Sour Fruit Balls 4.5oz	\$ 1.24
9013	Starlite Mints 3oz	\$ 0.73
9016	Sugarfree Hard Candy 2 oz	\$ 0.67
9019	Three Musketeer Bar 2.13oz	\$ 1.16
3008	Grape Drink Mix 6oz.	\$ 0.94
3007	Lemonade Drink Mix 6oz.	\$ 0.94
3004	SS Cherry Drink Mix .77oz	\$ 0.25
3046	SS Creamer .8g	\$ 0.05
3003	SS Fruit Punch Mix .77 oz	\$ 0.25
3051	SS Hot Cocoa .8oz	\$ 0.13
3005	SS Lemonade Mix .77oz	\$ 0.25
3001	SS Maxwell House Instant Coffee 1.5g*	\$ 0.35
3001	SS Orange Drink Mix .77 oz	\$ 0.25
3008	SS Sugar .8g	\$ 0.03
3052	SS Sugar Twin .8g (SPLENDA)	\$ 0.04
3004	SS Sugarfree BlackCherry Mix 1.4g	\$ 0.25
3089	SS Sugarfree Fruit Punch Mix 1.4g	\$ 0.25
3000	SS Sugarfree Lemonade Mix 1.4g	\$ 0.25
3221	SS Sugarfree Orange Drink Mix 1.4g	\$ 0.25
3135	SS Sugarfree Tea / Lemon Mix 1.4g	\$ 0.25
3013	SS Sugarfree Watermelon Mix 1.4g	\$ 0.25
3003	SS Tasters Choice Coffee 1.5g	\$ 0.35
3002	SS Tea Mix .77 oz	\$ 0.35
7000	8 1/2 x 11 Letter Pad	\$ 2.93
7022	8 1/2 x 11 Sketch Pad	\$ 1.95

**EXHIBIT C  
STORE MENU ITEMS AND PRICING LIST**

<b>PLU</b>	<b>Item Description</b>	<b>Agreed Sales/ Charge Price</b>
7033	8 1/2 x 14 Legal Pad	\$ 2.74
7003	Anniversary Card	\$ 1.41
7059	Birthday Card	\$ 1.41
7008	Black (security/flex) Pen	\$ 0.42
7027	Friendship Card	\$ 1.41
7061	Get Well Card	\$ 1.41
7094	Juvenile B-Day Card	\$ 1.41
7050	Pocket Dictionary	\$ 5.31
7076	Seasonal Greeting Card	\$ 1.41
7011	Spanish Birthday Card	\$ 1.41
7052	Spanish English Dictionary	\$ 4.15
7002	Spanish Friendship Card	\$ 1.41
7010	Sympathy Card	\$ 1.41
7012	Thank You Card	\$ 1.41
7110	Security (thumb) Toothbrush	\$ 0.39
7037	2 Pack of AA Batteries	\$ 1.78
7042	Double Six Dominoes	\$ 5.72
7039	Ear Buds	\$ 9.99
7041	Pinochle Cards	\$ 3.29
7001	Plastic Frame Reading Glasses +1.25	\$ 9.99
7034	Plastic Frame Reading Glasses +2.0	\$ 9.99
7035	Plastic Frame Reading Glasses +2.75	\$ 9.99
7040	Playing Cards	\$ 3.29
7043	Single use (non-styrofoam) cup 16oz.	\$ 0.26
7011	Clear AM/FM Radio	\$ 19.33
2007	Lg. Stamped Envelope	\$ 0.58
2019	Plain Envelope	\$ 0.05
2001	Manilla Envelope	\$ 0.46
2002	Single Stamp	USPS price
2003	Book of Ten Stamps	USPS price
8105	Wash Cloth	\$ 1.87
8106	Small T-Shirt	\$ 5.74
8028	Med. T-Shirt	\$ 5.74
8029	Lg. T-Shirt	\$ 5.74
8023	XLg. T-Shirt	\$ 5.74
8024	XXLg. T-Shirt	\$ 7.07
8025	XXXLg. T-Shirt	\$ 7.07
8026	Sm. Briefs	\$ 2.02
8027	Med. Briefs	\$ 2.02

**EXHIBIT C  
STORE MENU ITEMS AND PRICING LIST**

<b>PLU</b>	<b>Item Description</b>	<b>Agreed Sales/ Charge Price</b>
8028	Lg. Briefs	\$ 2.02
8029	XLg. Briefs	\$ 2.02
8030	XXLg. Briefs	\$ 2.21
8031	XXXLg. Briefs	\$ 2.21
8032	Sm. Boxer Shorts	\$ 2.80
8033	Med. Boxer Shorts	\$ 2.80
8034	Lg. Boxer Shorts	\$ 2.80
8035	XLg. Boxer Shorts	\$ 2.80
8036	XXLg. Boxer Shorts	\$ 2.80
8037	XXXLg. Boxer Shorts	\$ 2.80
8038	Tube Socks	\$ 1.94
8039	Women's Slip - On Shoes, Size 7 Canvas	\$ 14.99
8040	Women's Slip - On Shoes, Size 8 Canvas	\$ 14.99
8041	Women's Slip - On Shoes, Size 9 Canvas	\$ 14.99
8042	Thermal Top, Size Med.	\$ 6.26
8043	Thermal Top, Size Large	\$ 6.26
8044	Thermal Top, Size Xlarge	\$ 6.26
8045	Thermal Top, Size 2XLarge	\$ 6.26
8046	Thermal Top, Size 3XLarge	\$ 7.16
8047	Thermal Top, Size 4XLarge	\$ 7.16
8048	Thermal Bottom, Size Med.	\$ 6.26
8049	Thermal Bottom, Size Large	\$ 6.26
8050	Thermal Bottom, Size Xlarge	\$ 6.26
8051	Thermal Bottom, Size 2XLarge	\$ 6.26
8052	Thermal Bottom, Size 3XLarge	\$ 6.26
8053	Thermal Bottom, Size 4XLarge	\$ 6.26
	Sports Bra 32	\$ 9.99
	Sports Bra 34	\$ 9.99
	Sports Bra 36	\$ 9.99
	Sports Bra 38	\$ 9.99
	Sports Bra 40	\$ 9.99
	Sports Bra 42	\$ 9.99
	Sports Bra 44	\$ 9.99
	Sports Bra 46	\$ 9.99
	Sports Bra 48	\$ 9.99
	Sports Bra 50	\$ 13.49
	Sports Bra 52	\$ 13.49
	Sports Bra 54	\$ 13.49
	Womens Panties - Size 5	\$ 4.66



**EXHIBIT C  
STORE MENU ITEMS AND PRICING LIST**

<b>PLU</b>	<b>Item Description</b>	<b>Agreed Sales/ Charge Price</b>
	Womens Panties - Size 6	\$ 4.66
	Womens Panties - Size 7	\$ 4.66
	Womens Panties - Size 8	\$ 4.66
	Womens Panties - Size 9	\$ 4.66
	Womens Panties - Size 10	\$ 4.66
	Womens Panties - Size 11	\$ 5.00
	Womens Panties - Size 12	\$ 5.00
	Womens Panties - Size 13	\$ 5.00
	Womens Panties - Size 15	\$ 5.00
8075	Men's Slip-On Shoes, Size 8	\$ 16.32
8076	Men's Slip-On Shoes, Size 9	\$ 16.32
8077	Men's Slip-On Shoes, Size 10	\$ 16.32
8078	Men's Slip-On Shoes, Size 11	\$ 16.32
8079	Men's Slip-On Shoes, Size 12	\$ 16.32
8080	Men's Slip-On Shoes, Size 13	\$ 16.32
8081	Navy Shorts S (Orange)	\$ 8.65
8082	Navy Shorts M (Orange)	\$ 8.65
8083	Navy Shorts L (Orange)	\$ 8.65
8084	Navy Shorts XL (Orange)	\$ 8.65
8085	Navy Shorts 2XL (Orange)	\$ 8.65
8086	Navy Shorts 3XL (Orange)	\$ 9.32

**EXHIBIT D**

**INDIGENT MENU ITEMS AND PRICING LIST**

<b>Indigent Items (amounts to be charged to inmate accounts and create accounts receivable, OCCD to pay Aramark directly with monthly invoice)</b>	<b>Agreed Sales/ Charge Price</b>
Indigent APAP (like Tylenol) 2pk	\$ 0.16
Indigent IPRIN (like Advil) 2pk	\$ 0.17
Indigent Triple Anti-Biotic 1 oz (Actually .5 oz. tube)	\$ 1.90
Indigent Exlax Tablets 8-Count 9 (Actually 25 Tablets in box)	\$ 1.99
Indigent Hemmoroidal Ointment 2 oz (Actually 1.0 oz. tube)	\$ 1.18
Indigent Hydrocortizone Cream .5 oz	\$ 1.18
Indigent Antifungal Cream .5 oz	\$ 1.18
Indigent Liquid Antacid 12 oz (Actually 8.0 oz.)	\$ 3.30
Indigent Toothbrush (Thumb Print)	\$ 0.18
Indigent Comb	\$ 0.03
Indigent Small White Boxers (male only)	\$ 1.43
Indigent Med. White Boxers (male only)	\$ 1.43
Indigent Large White Boxers (male only)	\$ 1.43
Indigent X-Lrg. White Boxers (male only)	\$ 1.43
Indigent 2X-Lrg. White Boxers (male only)	\$ 1.63
Indigent 3X-Lrg. White Boxers (male only)	\$ 1.63
Indigent Soap Dish	\$ 0.24
Indigent (Generic) Denture Adhesive	\$ 2.48
Indigent Sports Bra: Size 32 (female only)	\$ 4.19
Indigent Sports Bra: Size 34 (female only)	\$ 4.19
Indigent Sports Bra: Size 36 (female only)	\$ 4.19
Indigent Sports Bra: Size 38 (female only)	\$ 4.19
Indigent Sports Bra: Size 40 (female only)	\$ 4.19
Indigent Sports Bra: Size 42 (female only)	\$ 4.19
Indigent Sports Bra: Size 44 (female only)	\$ 4.19
Indigent Sports Bra: Size 46 (female only)	\$ 4.19
Indigent Sports Bra: Size 48 (female only)	\$ 4.19
Indigent sports Bra: Size 50 (female only)	\$ 4.19
Indignet Sports Bra: Size 52 (female only)	\$ 4.19
Indigent sports Bra: Size 54 (female only)	\$ 4.19
Indigent Tube Socks	\$ 0.55
Indigent Women's Panties Small (female only)	\$ 0.89
Indigent Women's Panties Med. (female only)	\$ 0.98
Indigent Women's Panties Lg. (female only)	\$ 0.98
Indigent Women's Panties XLg. (female only)	\$ 1.11

## EXHIBIT E

### ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

#### ENCRYPTION AND CERTIFICATION AUTHORITIES

##### 1.0 Purpose

The purpose of this document is to ensure that all Orange County Government Board of County Commissioner's (OCGBCC) sensitive data is secured by using strong encryption algorithms that have received substantial public review and have been proven to work effectively. Orange County Information Systems and Services Enterprise Security unit (ISS-ESU) provides access to a variety of Encryption Services and Enterprise Certification Authorities (CA).

##### 2.0 Scope

This document applies to all data transmitted and stored within the OCGBCC information systems. It applies to all OCGBCC employees, contractors, consultants, and all other affiliated third parties operating within the OCGBCC information systems and networks.

##### 3.0 Policies

###### 3.1 Activity

3.1.1 Any and all activity within and through the OCGBCC information systems involving encryption shall require direct involvement and documented approval by the Information Systems and Service Enterprise Security unit (ISS-ESU).

3.1.2 The ISS-ESU shall approve the storage and transfer of any data containing personal information and/or residing in the DMZ.

###### 3.2 Encryption Algorithms

3.2.1 One of the following standard encryption ciphers shall be used to encrypt data. The key length for these algorithms shall be no less than 128bits:



• Rijndael (AES)

• RSA

• Blowfish

• Twofish

• CAST

3.2.2 PGP is an approved encryption standard provided that the PGP private key used to encrypt and /or sign data has been generated using a cipher meeting the requirements in section 3.2.1.

###### 3.3 Data Hashing

The following standard data hashing algorithms shall be used to hash data. The key length for the algorithms shall be no less than 128bits.

• MD5

• SHA-1

• SHA-2

###### 3.4 SSL Certificates

Web Server, SSH, IMAPS, SMTPS SSL certificates should have key lengths of no less than 128bits.

## EXHIBIT E - continued

### ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

#### ENCRYPTION AND CERTIFICATION AUTHORITIES - continued

##### 3.5 Sensitive Data

Any data containing sensitive information, including, but not limited to: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, employee identification numbers and all HIPAA information, should be encrypted when stored and during network transfers.

##### 3.6 DMZ

3.6.1 Any and all activity within and through the OCGBCC DMZ shall require direct involvement and documented approval by the Information Systems and Service Enterprise Security unit (ISS-ESU).

3.6.2 Any data accessible within the OCGBCC DMZ or directly accessible from it should be encrypted.

3.6.3 Any data accessible within the OCGBCC DMZ or directly accessible from it meeting the following criteria shall be encrypted: name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religious information, employee identification numbers and all HIPAA information.

##### 3.7 Data Backups

3.7.1 Any backup of OCGBCC should be encrypted. Sensitive data as listed in 3.5 of this document shall be backed up using encryption algorithm standards found in 3.2.

##### 3.8 Laptops and Removal Devices

3.8.1 All laptop hard drives should be encrypted.

3.8.2 Any sensitive data (see section 3.5 of this document) stored on laptops and removable devices shall be encrypted.

3.8.3 All individuals who work with sensitive data (see section 3.5 of this document) shall have their laptop hard drives encrypted.

##### 4.0 Guidelines

- SSL certificates issued to servers and applications used by internet users should be provided by commercial CA authorities (i.e. Verisign, Thawte) to avoid security warnings from being presented to the end users.

- SSL certificates issued to servers and applications used by internal OCGBCC resources should be issued by OCGBCC's Certification Authority.

##### 5.0 Enforcement

Any employee found to have violated these policies may be subject to disciplinary action, up to and including termination of employment.

##### 6.0 Definitions

###### Term Definition

**Encryption** - Transforming understandable data into a form that is incomprehensible and that looks like random noise.

**Hashing** - An algorithm that takes an entire message and, through process of shuffling, manipulating, and processing the bytes using logical operations, generates a small message digest of the data.

## EXHIBIT E - continued

### ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES

#### ENCRYPTION AND CERTIFICATION AUTHORITIES - continued

**DMZ De-Militarized Zone** – A computer term used for a protected network that sits between the Internet and the corporate network.

**Certification Authority (CA)** In cryptography, a certificate authority or certification authority (CA) is an entity which issues digital certificates for use by other parties

#### 7.0 Revision History

#### EXTERNAL DATA HOSTING STANDARD

##### 1.0 Purpose

The purpose of this policy is to establish a standard in order to execute the proper retrieval, storage, transmission, processing, and handling of electronic data.

##### 2.0 Scope

This document applies to all Contractors, networks, systems, and applications that will transmit, process, store, or handle electronic data provided by Orange County Government Board of County Commissioner's (OCGBCC).

##### 3.0 Audience

This document is intended for distribution to those that are involved in the retrieval, storage, transmission, processing, and handling of electronic data.

##### 4.0 Policies

###### 4.1 Data Input and Processing

Any use of Social Security Number information shall adhere to and abide by Florida Statutes, specifically F.S. 119.071.

4.1.1 The hosted application shall not have access to social security information.

4.1.2 The hosted application shall not have access to data containing bank information.

###### 4.2 Data Storage and Handling

4.2.1 Any data accessible from the hosted application meeting the following criteria shall be encrypted: Name, addresses, phone numbers, email addresses, birthdates, federal/state/local document numbers, account numbers, race or religion information, employee identification numbers, HIPAA and all PCI information.

4.2.2 Any data accessible from the hosted application or directly accessible from it should be encrypted.

###### 4.3 Transmission of Data

4.3.1 Any data referenced above shall be transmitted within an encrypted tunnel.

###### 4.4 Disposal of Data

Once data is no longer needed or shall be removed from the system it shall be sanitized and disposed using one of the methods below:

4.4.1 Sanitization - Overwriting of data previously stored on a disk or drive with a random pattern of meaningless information.

**EXHIBIT E - continued**

**ENTERPRISE SECURITY STANDARDS, POLICIES, AND GUIDELINES**

**EXTERNAL DATA HOSTING STANDARD - continued**

**4.4.2** Destruction - Physically damaging a medium so that it is not usable by any device that may normally be used to read information on the media such as a computer, tape reader, audio or video player.

**4.4.3** Purging data - Using strong magnetic devices; such as a degausser, it is possible to render data unrecoverable.

**4.5 External Audit**

**4.5.1** The Contractor shall ensure that the web hosting environment and the application is secured using information security best practices.

**4.5.2** The external service, system, and application shall pass a yearly penetration test performed by Orange County ISS personnel.

**5.0 Definitions**

**Term Definition**

**Bank Information** - Checking account numbers, credit card numbers, or any unique number from a bank institution.

**Electronic Media** - Physical objects on which data can be stored, such as hard drives, zip drives, CD-ROMs, DVDs, USB drives, and tapes.

**Sanitization** - To expunge data from storage media so that data recovery is impossible.

**Physical Destruction** - A sanitization method for optical media, such as CDs.

**Florida Statue 119.071** - Detailed guidelines on usage of Social Security information.

**6.0 Revision History** August 2012 Added "Bank Information" to list of definitions in 5.0