

AMENDMENT NO.17

TERM CONTRACT NO. Y12-182, INMATE FOOD SERVICES

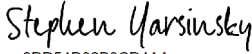
EFFECTIVE DATE: March 14, 2024

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

1. The contract is hereby extended for the period of March 14, 2024 through May 13, 2024.

The total contract amount remains unchanged, and all other terms, conditions and prices remain unchanged.

ARAMARK CORRECTIONAL SERVICES, LLC

DocuSigned by:

 8DD54D02B0CD4AA...

Signature

Stephen Yarsinsky


Print Signature Name

VP, Finance

Title 2/12/2024

Date

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



Signature

Carrie Mathes, Manager

Procurement Division

2.16.2024

Date

AMENDMENT NO.16

TERM CONTRACT NO. Y12-182, INMATE FOOD SERVICES

EFFECTIVE DATE: December 14, 2023

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

1. The contract is hereby extended for the period of December 14, 2023 through March 13, 2024.
2. Pursuant to Article 3-C, Price Adjustments Inmate meals are increased by 4% in accordance with the applicable Consumer Price Index.

Inmate meal prices will be adjusted from \$1.172 to \$1.219 per meal.
 Bag meal prices will be adjusted from \$1.172 to \$1.219 per meal.
 Kosher meal prices will be adjusted from \$5.535 to \$5.756 per meal.

The total contract amount remains unchanged, and all other terms, conditions and prices remain unchanged.

ARAMARK CORRECTIONAL SERVICES, LLC

DocuSigned by:

Stephen Yarsinsky
Signature

Stephen Yarsinsky

Print Signature Name

Vice President, Finance

Title

12/19/2023

Date

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

Carrie Mathes
Signature

Carrie Mathes, Manager

Procurement Division

12.20.2023

Date

AMENDMENT NO.15

TERM CONTRACT NO. Y12-182, INMATE FOOD SERVICES

EFFECTIVE DATE: December 14, 2022

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

1. The contract is hereby renewed for the period of December 14, 2022 through December 13, 2023.
2. Pursuant to Article 3-C, Price Adjustments Inmate meals are increased by 8% in accordance with the applicable Consumer Price Index.

Inmate meal prices will be adjusted from \$1.085 to \$1.172 per meal.
 Bag meal prices will be adjusted from \$1.085 to \$1.172 per meal.
 Kosher meal prices will be adjusted from \$5.125 to \$5.535 per meal.

All other terms, conditions and prices remain unchanged.

**ARAMARK CORRECTIONAL
 SERVICES, LLC**

Stephen Yarsinsky
8DD54D02B0CD4AA...

Signature

Stephen Yarsinsky

Print Signature Name

VP, Finance

Title 1/9/2023

Date

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

[Handwritten Signature]
 Signature

Kathy Saldutti, Contract Agent

Procurement Division

1.12.2023

Date

**AMENDMENT NO. 14
CONTRACT NO. Y12-182, INMATE FOOD SERVICES**

EFFECTIVE DATE: DECEMBER 14, 2021

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

1. The contract is hereby renewed for the period of December 14, 2021 through December 13, 2022.
2. Pursuant to Article 3-C, Price Adjustments Inmate meals are increased by 4% in accordance with the applicable Consumer Price Index.

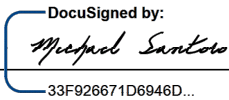
Inmate meal prices will be adjusted from \$1.043 to \$1.085 per meal.
 Bag meal prices will be adjusted from \$1.043 to \$1.085 per meal.
 Kosher meal prices will be adjusted from \$4.928 to \$5.125 per meal.


The total amount of the contract remains unchanged and 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

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

By:  _____
33F926671D6946D...

 _____

Print Name: Michael Santoro

Perry Davis, Contract Supervisor

Title: Vice President, Finance

Procurement Division

Date: 12/14/2021

Date: 12/15/2021

AMENDMENT NO.13

TERM CONTRACT NO. Y12-182, INMATE FOOD SERVICES

EFFECTIVE DATE: December 14, 2020

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

- 1. The contract is hereby renewed for the period of December 14, 2020 through December 13, 2021.
- 2. Pursuant to Article 3-C, Price Adjustments Inmate meals are increased by 4% in accordance with the applicable Consumer Price Index.

Inmate meal prices will be adjusted from \$1.003 to \$1.043 per meal.
 Bag meal prices will be adjusted from \$1.003 to \$1.043 per meal.
 Kosher meal prices will be adjusted from \$4.738 to \$4.928 per meal.
 The service fee charged for the package purchase will be adjusted from \$5.95 to \$6.95.

3. SPECIAL TERMS AND CONDITIONS

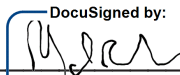
25. SINGLE-USE PRODUCTS

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

All other terms, conditions and prices remain unchanged.

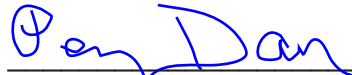

ARAMARK CORRECTIONAL SERVICES, LLC

DocuSigned by:

 Signature F8D654C2EF504E8...

Mark R. Adams
 Print Signature Name

VP Finance
 Title
 12/22/2020
 Date

BOARD OF COUNTY COMMISSIONERS ORANGE COUNTY, FLORIDA


 Signature

 Zulay Millan, Assistant Manager

Procurement Division
 12/28/2020
 Date

AMENDMENT NO.12

TERM CONTRACT NO. Y12-182
FOR
INMATE FOOD SERVICES

EFFECTIVE DATE: December 14, 2019

The above contract is changed as follows:

Pursuant to Article 3-C, Price Adjustments Inmate meals are increased by 3.24% in accordance with the applicable Consumer Price Index.

Inmate meal prices will be adjusted from \$0.972 to \$1.003 per meal.

Bag meals prices will be adjusted from \$0.972 to \$1.003 per meal.

Kosher meals will be adjusted from \$4.59 to \$4.738 per meal.

This increase shall be in effect throughout the remainder contract period of December 13, 2020.

All other price, terms and conditions remain the same.

**ARAMARK CORRECTIONAL
SERVICES, LLC**



Signature

Mark R. Adams

Print Signature Name

VP Finance, CFO

Title

December 19, 2019

Date

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



Signature

Zulay Millan

Print Signature Name

Purchasing Agent, Procurement Division

Title

12/20/19

Date

AMENDMENT NO.11

TERM CONTRACT NO. Y12-182
FOR
INMATE FOOD SERVICES

EFFECTIVE DATE: October 1, 2019

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

Pursuant to Article 34-ICare, the following is hereby added to the contract.

- Orange County will receive 51% of all ICare products before tax sales.
- No item valuing more than \$50.00 will be sold.
- All products must be presented to the Fiscal Manager for pricing review as well as Security Operations for ingredient/safety review prior to being placed on the website - shop.icaregifts.com/ for sale to the inmate population.
- The service fee charged for the package purchase cannot exceed \$5.95.
- At no time shall a product be sold for a cost above the agreed upon cost.
- At least two (2) of the offered package gifts must value no more than \$25.00 (one hygiene and one food)
- Inmates able to receive two (2) bags every seven (7) days

All other price, terms and conditions remain the same.

**ARAMARK CORRECTIONAL
SERVICES, LLC**



Signature

Mark R. Adams
Print Signature Name

VP Finance, CFO
Title

October 4, 2019
Date

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



Signature

Zulay Millan, Assistant Manager

Procurement Division

10/10/19
Date

AMENDMENT NO.10

TERM CONTRACT NO. Y12-182
FOR
INMATE FOOD SERVICES

EFFECTIVE DATE: December 14, 2018

The above contract is changed as follows:

Pursuant to Article 3-C, Price Adjustments Inmate meals are increased by 2.55% in accordance with the applicable Consumer Price Index.

Inmate meal prices will be adjusted from \$0.948 to \$0.972 per meal.


Bag meal prices will be adjusted from \$0.948 to \$0.972 per meal.

Kosher meal prices will be adjusted from \$4.48 to \$4.59 per meal.

This increase shall be in effect throughout the remainder contract period of December 13, 2019.

All other price, terms and conditions remain the same.

ARAMARK CORRECTIONAL
SERVICES, LLC



Signature

Mark Adams

Print Signature Name

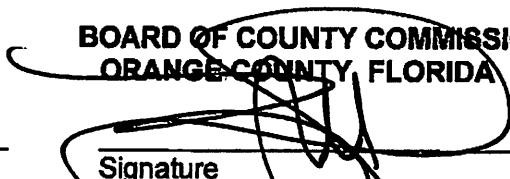
Vice President Finance

Title

11/16/2018

Date

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA



Signature

Zulay Millan

Assistant Manager

Purchasing Agent, Procurement Division

11/20/18

Date

AMENDMENT NO. 9

TERM CONTRACT NO. Y12-182
FOR
INMATE FOOD SERVICES

EFFECTIVE DATE: December 14, 2017

The above contract is changed as follows:

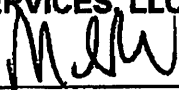
Pursuant to Article 3-C, Price Adjustments Inmate meals are increased by 2.37% in accordance with the applicable Consumer Price Index.

Inmate meal prices will be adjusted from \$0.926 to \$0.948 per meal.
Bag meals prices will be adjusted from \$0.926 to \$0.948 per meal.
Kosher meals will be adjusted from \$4.38 to \$4.48 per meal.

This increase shall be in effect throughout the remainder contract period of December 13, 2018.

All other price, terms and conditions remain the same.

**ARAMARK CORRECTIONAL
SERVICES, LLC**



Signature

Mark R. Adams

Print Signature Name

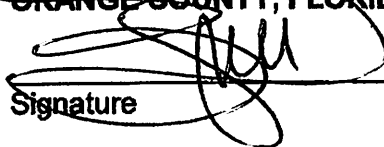
Vice President, Finance

Title

12/18/2017

Date

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



Signature

Zulay Millan

Purchasing Agent, Procurement Division

12/19/17

Date

AMENDMENT NO. 8

TERM CONTRACT NO. Y12-182
FOR
INMATE FOOD SERVICES

EFFECTIVE DATE: APRIL 13, 2017

The above contract is changed as follows:

1. Amendment No. 8 is issued to add Exhibit A.1, as attached.
2. Exhibit E, Product List.

All other pricing, terms and conditions remain the same.

**ARAMARK CORRECTIONAL
SERVICES, LLC
1101 MARKET STREET
PHILADELPHIA, PA 19107**



Signature

Mark R. Adams

Print Signature Name

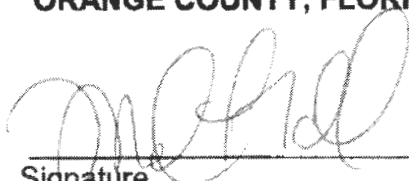
Vice President, Finance

Title

5/11/2017

Date

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



Signature

Maria Guevara-Hall, CPPB.

Purchasing Agent, Procurement Division

5/11/17

Date

EXHIBIT A.1

INMATE FOOD SERVICES –SCOPE OF SERVICES

1. As an extension of staff dining, to assist with staff safety and convenience, Aramark is authorized to operate a 24/7/365 snack and staple item service.
2. Inmate labor shall not be used in the operation of this service.
3. The service is a non-staffed operation based on an honor system relying on credit and debit cards for payments for items purchased.
 - a. Aramark shall provide all machines, equipment and data/communication lines to operate the credit/debit card system.
 - b. Aramark shall assume and maintain full responsibility for losses incurred due to occurrences of non-payment for items sold in the service area.
 - c. Aramark shall be responsible for all credit card transactions including resolution of disputes.
 - d. OCCD is responsible for providing surveillance cameras and shall provide access to video of the service area in order to assist with operations as applicable.
4. The items and pricing of items to be sold at the service location are attached(EXHIBIT E: Product List).
 - a. Items that are "like or categorically similar" (e.g. candy bars, chips, drinks, etc.) to items sold in accordance with Orange County's (OCCD) vending machine contract shall be priced at least \$.10 higher (not including sales tax) than items in the "like or categorically similar" items sold in the vending machines.
 - b. In no case will larger "Jumbo" sizes of like vending type items be authorized for sale in the service area.
 - c. All items and pricing must be approved by Orange County Corrections prior to being considered for sale in the service area. The OCCD point of contact for evaluation of price increase requests and request to introduce new items for sale is the Fiscal Division's Senior Monitoring and Evaluation Coordinator.
 - d. Aramark may request price adjustments annually; Guidelines are as follows:
 - i. The Consumer Pricing Index (CPI) shall be used as a general guideline/basis for evaluation of price increase request.
 - ii. The requests must be submitted by Aramark along with the CPI data
 - iii. Although CPI will be utilized in the evaluation of prices, OCCD shall make the final determination on all price increase request.
 - iv. Sales tax must not be included in the proposed prices

- e. Aramark shall be responsible for submitting all sales tax documents and payments to the State of Florida as applicable.
5. Aramark shall be responsible for supplying all equipment necessary to operate the service. Equipment furnished/purchased/leased by Aramark shall be the sole responsibility of Aramark and shall be removed by Aramark from the OCCD property as necessary or as directed.
- a. All equipment must be maintained in a safe and clean working condition throughout the term of the contract.
 - b. Orange County Corrections maintains the right to remove equipment deemed to be unsafe.

EXHIBIT E: PRODUCT LIST

Pack Size/Brand/Price

PRICES DO NOT INCLUDE SALES TAX

Product

Bar Protein Choclte Chp Ck Dgh Q	2.12 oz	Quest	3.09
Power Bar Protein Plus Chocolate	60 gram	Nestle	2.79
Power Bar Protein Plus Vanilla Y	60 gram	Nestle	2.79
P3 Pk Tky Brst/ColbyJkChs/Almd	2 oz	OscarMayer	2.49
P3 Pk Chkn Brst/ChdrChs/Pnts	2 oz	OscarMayer	2.49
Flowers- Honey Wheat Bread	20 oz	Flowers	1.95
Flowers- Natures Own Butterbread	20 oz	Flowers	1.95
Clif Bar Crunchy Peanut Butter	2.4 oz	Clif Bar & Company	1.89
Pretzel Crisps - Buffalo	3 oz	Snack Factory	1.89
Pretzel Crisps - Original	3 oz	Snack Factory	1.89
Kraft Mozzarella String Cheese	1 oz	Kraft	0.99
Fiber One Chocolate Oats & Choco	1.4 oz	General Mills	0.99
Oatmeal Express Apple Cinnamon	1.9 oz	Quaker	1.79
Oatmeal Express Maple & Brown Su	1.9 oz	Quaker	1.79
Cheerios	1.38 oz	General Mills	1.69
Honey Nut Cheerios Cup Cereal	1.83 oz	General Mills	1.69
Lucky Charms Cup 10/6ct	1.73 oz	General Mills	1.69
Kelloggs Froot Loop Cups	1.5 oz	Kellogg	1.69
Kelloggs Frosted Flakes	2.1 oz	Kellogg	1.69
Otis Spunkmeyer Blueberry Muffin	4.0 oz	Aryzta	1.19
Otis Spunkmeyer Banana Nut Muffi	4.0 oz	Aryzta	1.19
Nutri-Grain - Blueberry	1.3 oz	Kellogg	0.99
Nutri-Grain - Strawberry	1.3 oz	Kellogg	0.99
Nature Valley Oats & Honey Grano	1.5 oz	General Mills	0.99
NatValley SwtSalty Almond Bar	1.2 oz	General Mills	0.99
Poptarts - Cinnamon Brown Sugar	3.5 oz	Kellogg	0.99
Poptarts - Strawberry	3.6 oz	Kellogg	0.99
Borden-Whole Milk	Gallon	Borden	3.75
Borden- 2% Milk	Gallon	Borden	3.45
Borden Chocolate Milk	Pint	Borden	0.80
Borden- Whole Milk	Pint	Borden	0.75
Borden- 2% Milk	Pint	Borden	0.65
MinuteMaid Lemonade 20oz	20 oz	Coke	1.59
Diet Coke	20 oz	Coke	1.49
Coke	20 oz	Coke	1.49
Sprite	20 oz	Coke	1.49
Dr Pepper	20 oz	DPSG	1.49
Canada Dry Ginger Ale	20 oz	DPSG	1.49
Chef Salad	7.75 oz	Ready Pac	5.89
Chicken Ceasar Salad	6.25 oz	Ready Pac	5.89

EXHIBIT E: PRODUCT LIST

Pack Size/Brand/Price

PRICES DO NOT INCLUDE SALES TAX

Product

Cobb Salad	7.25 oz	Ready Pac	5.89
Carrots and Ranch Dip	6.75 oz	Ready Pac	4.49
Sabra - Roasted RP Hummus & Pret	4.56 oz	Sabra Dipping Company	3.49
Sabra Rstd Garlic Hummus w/Pretz	4.56 oz	Frito Lay	3.49
Veggie/Cheese Ranch Dip	4.1 oz	Ready Pac	3.49
Borden Eggs	Dozen	Borden	1.95
Lean Cuisine Fettuccini	9.25 oz	Nestle	4.39
Big AZ Pork Rack o Ribs BBQ	8.6 oz	APF	4.29
Lean Cuisine Spag w/Meat Sauce	11.5 oz	Nestle	4.19
Pierre Philly Style Cheesesteak	6.2 oz	APF	4.09
Pierre Cheeseburger Jumbo	7 oz	APF	3.99
Pierre Beef Chopped A1 Sauce	5.55 oz	APF	3.99
Buffalo Style Chicken Sandwich	6.35 oz	APF	3.69
Nestle Dibs Bite Size	4.0 oz	Nestlé	3.49
Nestle Toll House Cookie Sandwic	6.0 oz	Nestlé	3.49
Pierre Hot n Ready Egg/Cheese/Ba	5.6 oz	APF	3.29
Hot Pockets Ham & Cheese	8 oz	Nestle	3.09
Red Baron 5 Four Cheese Pizza	5.49 oz	Schwan Food Company	2.99
Fast Choice Honey Mustard Chicke	5.4 oz	APF	2.69
Rye Street Turkey and Swiss Wedg	4.5 oz	MG Foods	2.59
Tonys 5 Deep Dish Pepperoni Piz	5.57 oz	Schwan Food Company	2.39
Nathans Hot Dogs	3.5 oz	APF	2.39
Nestle Ice Cream Bar Drumstick V	4.6oz	Nestlé	2.09
Jose Ole Chimichanga Chicken & C	5 oz	Specialty Brands	1.69
Nestle Crunch	3 oz	Nestle	1.59
Butcher Boy Burrito Beef/Bean	5 oz	Specialty Brands	1.19
Coffee			1.99
Tea			1.99
Speciality Coffee Drink			1.99
Jack Links Original Beef Jerky	3.0 oz	Links Snacks Inc.	5.09
Jack Links Beef Jerky Teriyaki	3.0 oz	Links Snacks Inc.	5.09
Chicken Noodle Soup - microwavab	15.4 oz	Campbells	3.39
Vegetable Soup - microwavable	15.4 oz	Campbells	3.39
Kars Roasted Salted Pistachios	3 oz	Kars	3.39
Kars Natural Almonds	3oz	Kars	3.39
Planters Cashews	3 oz	Kraft	2.99
Bumblebee Tuna & Crackers	3.5 oz	Kars	2.89
Easy Mac	2.05 oz	Kraft	1.59
Lay's Kettle Cooked 40% Less Fat	1.375 oz	Frito Lay	0.99
Fritos Chili Chs LSS	2 oz	Frito Lay	0.99

EXHIBIT E: PRODUCT LIST

Pack Size/Brand/Price

PRICES DO NOT INCLUDE SALES TAX

Product			
Fritos	2 oz	Frito Lay	0.99
Lays BBQ LSS	1.5 oz	Frito Lay	0.99
Lays Regular	1.5 oz	Frito Lay	0.99
Lays SrCrnOnion LSS	1.5 oz	Frito Lay	0.99
Cheetos	2 oz	Frito Lay	0.99
Cheetos Crunchy Jalapeno Cheddar	2 oz	Frito Lay	0.99
Doritos Cool Ranch	1.75 oz	Frito Lay	0.99
Doritos Nacho Cheese	1.75 oz	Frito Lay	0.99
Baked Lays BBQ LSS	1.125 oz	Frito Lay	0.99
Baked Lays	1.125 oz	Frito Lay	0.99
Baked Lays SC&O	1.125 oz	Frito Lay	0.99
Goldfish	2.25 oz	Campbells	0.99
Ruffles Cheddar & Sour Cream	1.5 oz	Frito Lay	0.99
Rold Gold Classic Tiny Twists	2 oz	Frito Lay	0.99
Baked Lays Cheddar & Sour Cream	1.125 oz	Frito Lay	0.99
Smartfood White Cheddar	1 oz	Frito Lay	0.99
Wheat Thins - Regular	1.75 oz	Mondelez	0.99
Kars Sunflower Seeds	2 oz	Kars	0.99
Cheez-It Orig LSS 2oz	2 oz	Kellogg	0.99
6-Pack Cheese PNB Crackers	6 ct.	Keebler	0.99
Pringles - Original	1.3 oz	Kellogg	0.99
Pringles - SC&O	1.41 oz	Kellogg	0.99
Hersheys Twizzler	7.0 oz	Hersheys	2.09
Hershey Milk	1.55 oz	Hersheys	1.29
Kit Kat	1.50 oz	Hersheys	1.29
Reeses PBC	1.50 oz	Hersheys	1.29
Skittles	2.17 oz	Mars	1.29
M&M Peanut	1.74 oz	Mars	1.29
Twix	1.79 oz	Mars	1.29
Snickers Peanut Butter Squares	1.78 oz	Mars	1.29
Milky Way	1.84 oz	Mars	1.29
3 Musketeers	1.92 oz	Mars	1.29
Snickers	1.86 oz	Mars	1.29
Rice Krispies Treat	2.13 oz	Kellogg	0.99
Oreo Sleeve	1.8 oz	Mondelez	0.99
Nutter Butter Sleeve	1.9 oz	Mondelez	0.99
Vitamin Water- Power C	20 oz	Coke	1.69
Vitamin Water Zero- XXX	20 oz	Coke	1.69
Fuze Tea	20 oz	Coke	1.59
Fuze Tea Ginseng Green Tea	20 oz	Coke	1.59

EXHIBIT E: PRODUCT LIST

Pack Size/Brand/Price

PRICES DO NOT INCLUDE SALES TAX

Product

Cherry Coke	20oz	Coke	1.49
Sprite Zero	20 oz	Coke	1.49
Paper Towels	1 roll	Select Choice	0.95
Toilet Paper	1 roll	Marcal	0.95
Dr Pepper	20 oz.	pepsi	1.49
Diet Mountain Dew	20 oz.	pepsi	1.49
Diet Pepsi	20 oz.	pepsi	1.49
Mountain Dew	20 oz.	pepsi	1.49
Sierra Mist	20oz	pepsi	1.49
Pepsi	20 oz.	pepsi	1.49
Mountain Dew Kickstart Fruit Punch	16 oz.	pepsi	1.49
Gatorade G2 Grape	20 oz.	pepsi	1.49
Gatorade Lemon-Lime	20 oz.	pepsi	1.49
Gatorade Orange	20 oz.	pepsi	1.49
Gatorade Fruit Punch	20 oz.	pepsi	1.49
Ocean Spray Cran Grape	15.2 oz.	pepsi	1.49
Ocean Spray Orange Juice	15.2 oz.	pepsi	1.49
Ocean Spray Apple Juice	15.2 oz.	pepsi	1.49
Diet Lipton Green Tea w Citrus	20 oz.	pepsi	1.49
Lipton Black Tea Lemon	20 oz.	pepsi	1.49
Lipton Green Tea w/ Citrus	20 oz.	pepsi	1.49
Aquafina	20 oz.	pepsi	1.49

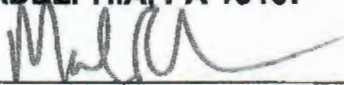
AMENDMENT NO. 7
TERM CONTRACT NO. Y12-182
FOR
INMATE FOOD SERVICES
EFFECTIVE DATE: APRIL 13, 2017

The above contract is changed as follows:

1. Amendment No. 7 is issued to add Exhibit A, Section 12 Staffing Dining Facility, as attached.
2. Exhibit D, Orange County Café Menu is added with the meal descriptions.

All other pricing, terms and conditions remain the same.

**ARAMARK CORRECTIONAL
SERVICES, LLC
1101 MARKET STREET
PHILADELPHIA, PA 19107**



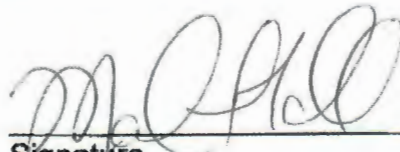
Signature

Mark Adams
Print Signature Name

Vice President, Finance
Title

4/13/17
Date

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



Signature

Maria Guevara-Hall, CPPB.

Purchasing Agent, Procurement Division

4/13/17
Date

EXHIBIT A

INMATE FOOD SERVICES –SCOPE OF SERVICES

12. Staffing Dining Facility:

- A. The Staff Dining facility will be solely staffed and operated by the Contractor's employees. No inmate labor shall be used in Staff Dining.
- B. Staff Dining Hours of Operation are:

Monday through Friday

- 1. Breakfast 5:30am – 8:30am
- 2. Lunch 10:30am – 1:30pm
- 3. Dinner 9:00pm– 12:00 midnight

*Weekends and Holidays – Ala cart menu items only.

**Operating hours may be modified by mutual agreement.

- C. Breakfast, Lunch and Dinner menus are attached as (Exhibits E). The attached daily value meals represent a "snapshot" example of some of the meal types that will be served. The meals will vary based on staff input and other factors on a day to day basis.
- D. The Contractor shall request approval for menu modifications. Price redetermination will be based on the criteria set forth in Article 3 of the Inmate Food Services and Staff Dining Contract with one exception;
 - 1. Staff Dining prices shall be evaluated twice per year (every 6 months). No other changes to the Food Services Article 3 are authorized.
- E. The point of contact for evaluation of these price increase requests is the Corrections Fiscal Division Senior Monitoring and Evaluation Coordinator.
- F. County staff will be allowed to preorder meals from staff dining. In the event a meal is not picked up or paid for by staff, the Contractor is fully responsible for any related loss of food or payment.
 - 1. In the event preordering of meals becomes problematic, this option will be eliminated upon written request and mutual agreement from both parties.
- G. Credit/debit cards are an acceptable method of payment.
 - 1. The Contractor shall be responsible for all credit/debit card transactions including resolution of disputes.

Orange County **EXHIBIT D**

HOT ENTRÉE SPECIALS

Rotates Monday- Friday
includes entrée, sides, small side
salad, dessert & beverage **\$4.25 Tax** includea

Available for Lunch and Dinner

SALAD BAR

Create the perfect healthy meal **\$0.35/OZ.**
at our fresh garden bar! Build your
own salad from your choice of
lettuce, fresh veggies, dressings,
and other toppings.

Served with Lunch and Dinner Monday-Friday

SIDES

French Fries \$1.99
Onion Rings \$1.99
Assorted Chips \$1.19
Soft Serve Cup or Cone \$0.99

Beverages

Coca Cola Freestyle
60+ Flavors- 20oz/\$0.99
Tea/Coffee- \$0.99
Hot Choc/Cappuccino- \$1.49

ALA CARTE

Available 7 days a week

Burgers

All Burgers prepared with Lettuce, Tomato,
Mayo, Ketchup, Pickle and Onion

¼ lb. Hamburger \$3.29
½ lb. Hamburger \$4.29
5.3 oz Angus Burger \$4.49

Chicken

Sandwiches prepared with Lettuce, Tomato,
Mayo, Ketchup, Pickle and Onion

Grilled Chicken Sandwich \$3.29
Fried Chicken Sandwich \$3.99
Chicken Tenders \$4.29
Wings 6 ea. \$5.99
10 ea. \$8.99

Make it a Combo!

Add \$2 to any A La Carte item to make it
a Combo! The combo will include a
Fountain Beverage and your choice of
French Fries **OR** Small Side Salad

Other

Tuna Salad Sandwich \$3.99
Fish Sandwich \$4.29
Turkey Club Sandwich \$4.49
Black Bean Burger \$3.49
Cheesesteak Sub \$4.99
Hot Dog \$2.49
1/6 Slice of Pizza \$1.99
w/ 1 Topping \$2.29
16 in. Pizza \$10.99
w/ 1 Topping \$11.99

Extras

Add Cheese for \$0.30
Add Bacon for \$0.50



Orange County

EXHIBIT D

HOT ENTRÉE SPECIALS – WEEK ONE

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Crispy Fried Chicken	Spaghetti Bolognese	Sweet & Sour Pork	Seasoned Roast Beef	Chicken Parmesan
Blue Cheese Mashed Potatoes	Steamed Broccoli Florets	Seasoned Rice	French Dip Au Jus	Cavatappi
Collard Greens	White Roll	Garden Vegetables	Herb Roasted Red Potatoes	Green Beans
Mini Corn Muffin	Chocolate Chip Cookie	White Roll	Glazed Carrots	Garlic Bread
Brownie		Blueberry Crumb Cupcake	Peach Cobbler	Brownie Cupcake

HOT ENTRÉE SPECIALS – WEEK TWO

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Country Style Meatloaf	Hearty Lasagna	Seasoned Chicken Breast w/ Tomato Bruschetta Topping	Ranch Crusted Chicken Drumstick	Braised Apple Pork Chop
Country Beef Gravy	Garlic Toast	Buttery Penne	Mac & Cheese	Roasted Potatoes
Homestyle Mashed Potatoes	Grilled Zucchini Squash	Seasoned Spinach	Garden Blend Vegetable	Green Beans & Almonds
Vegetable Medley	Brownie	Snickerdoodle Cookie	White Roll	Apple Crumb Cupcake
Chocolate Chip Cookie			Cupcake	

Orange County **EXHIBIT D**

HOT ENTRÉE SPECIALS – WEEK THREE

MONDAY

Sweet & Sour Chicken
White Rice
Garlic Broccoli
Devil's Food Cupcake

TUESDAY

Italian Sausage
White Roll
Mac & Cheese
Green Beans
Brownie

WEDNESDAY

Cajun Roasted Pork Loin
Baked Potato
Grilled Vegetables
Chocolate Chip Cookie

THURSDAY

Chicken Fried Steak w/
Gravy
Mashed Potatoes
Biscuit
Seasoned Carrots
Blueberry Crumb
Cupcake

FRIDAY

Salisbury Steak &
Mushroom Sauce
White Rice
Steamed Corn
Brownie Cupcake

HOT ENTRÉE SPECIALS – WEEK FOUR

MONDAY

Chicken & Chili Bowl
(Grilled chicken and chili served over mashed potatoes topped with cheddar)
Seasoned Corn
Corn Muffin
Sugar Cookie

TUESDAY

Mixed Grill
(Sautéed Chicken, kielbasa, pork, onions & peppers)
White Rice
Cut Green Beans
Lemon Cupcake

WEDNESDAY

Meatball Stroganoff over Butter Penne
Roasted Potatoes
Sautéed Spinach
Chocolate Chip Cookie

THURSDAY

Crispy Fried Chicken
Creamy Mashed Potatoes
Broccoli Florets
Brownie

FRIDAY

Roasted Turkey Breast
topped with broccoli, cheese sauce and seasoned bread crumbs
Seasoned Green Beans
Apple Crumb cupcake

AMENDMENT NO. 6

TERM CONTRACT NO. Y12-182
FOR
INMATE FOOD SERVICES

EFFECTIVE DATE: JANUARY 13, 2017

The above contract is changed as follows:

1. Amendment No. 6 is issued to change Exhibit A, Section 5 Meals, as attached; additions are indicated by underline, deletions are indicated by strikethrough.
2. Exhibit B, Inmate Food Services- Scope of Service is changed as follows:
 - a. Emergency County Staff Breakfast meal at \$4.00 each is added.
 - b. Emergency County Staff Lunch meal at \$5.00 each is added.
 - c. Emergency County Staff Dinner meal at \$5.00 each is added.
3. Exhibit B-1, Emergency Meal Menu, is added with the meal descriptions.

The total estimated contract amount is increased from \$17,980,562.20 to \$17,994,562.20, an increase of \$14,000.

This increase shall be in effect throughout the remainder contract period of December 13, 2017.

All other pricing, terms and conditions remain the same.

**ARAMARK CORRECTIONAL
SERVICES, LLC
1101 MARKET STREET
PHILADELPHIA, PA 19107**



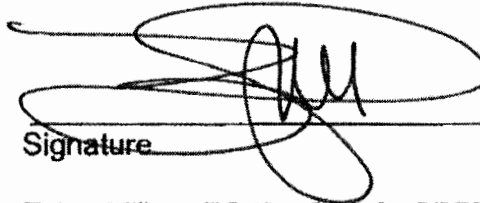
Signature

Mark R. Adams
Print Signature Name

Vice President, Finance
Title

1/30/2017
Date

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



Signature

Zulay Millan, FCCM, CPPO, CPPB.

Administrator, Procurement Division

2/2/17
Date

EXHIBIT A

INMATE FOOD SERVICES – SCOPE OF SERVICES

1. Introduction:

It is the County's intent to explore and pursue every possible opportunity to realize efficiencies and cost savings in the operation and management of Inmate Food Services of the OCCD. The County is seeking proposals to provide all food services for the inmate population of the county jails, to include religious, medical and other special diets. In addition, the County seeks to provide meals to inmates at the Work Release Center, from the Work Release Center kitchen and to provide a staff dining operation. Inmate meals include at least two (2) hot meals per day and may include no more than one (1) cold meal and cold, bagged meals for inmates who are unable to receive one or more of the hot meals that day due to work assignments or other operational issues.

As of September 2011, the OCCD will have a design capacity of four-thousand one-hundred seven (4,107) beds. Inmates will be housed in eight (8) facilities including the new Booking and Release Center. Seven (7) facilities are located at the Corrections complex at 3423 Vision Blvd., Orlando, Florida. The eighth facility is the Work Release Center, located at 130 W. Kaley, Orlando, Florida. The average daily population (ADP) for the OCCD for the Fiscal Year ending September 30, 2010 was 3,610 and the ADP for the quarter ending on June 30, 2011 was 3,475. OCCD's highest population was achieved in August 2008 when the inmate population was near 5,000.

In the event of a catastrophic situation or due to operational necessity requiring the relocation of the kitchen, inmates and/or staff to an off-site location, the contractor will be required to prepare and deliver food at/to the new locations as specified by the Contract Monitor or designee. Emergency staffing will be provided by the contractor to ensure coverage in any situation.

The OCCD kitchen approximates 20,000 square feet and has been in operation for approximately 20 years. It is anticipated that a new kitchen and staff dining facility will be completed in early 2014. The kitchen will have the capacity to process meals for 6,000 inmates at 20,000 tray meals per day. This staffing schedule must include the main kitchen and Staff Dining Room at the Main Facility located at 33rd Street, as well as the kitchen located and operated at the Work Release Center located at Kaley Street.

The Work Release kitchen is smaller, sized to service its own population. It is currently staffed and equipped as needed for the daily operation of the facility. If this site is selected as a part of the Outreach or Inmate Training projects there may be a need for additional equipment and staff.

The Staff Dining area is located on the first floor of the Corrections Administrative building at the Main Facility. It currently averages one hundred patrons per day for the lunch meal. This area is scheduled for a major renovation to increase the size of

the area as well as an expanded cooking/scullery area. The vendor awarded this contract will work with OCCD in every aspect of this project to include the logistics of serving staff meals while this area is closed for construction, and expanding the menu to encompass the new capabilities of the project..

2. Definitions:

The following terms used in this RFP shall, unless the context indicates otherwise, have the meanings set forth below:

- A. Orange County Corrections Department - (OCCD) is a department of Orange County Government and is not affiliated with the Orange County Sheriff's Office.
- B. ACA Standards - The Performance-Based Standards for Adult Local Detention Facilities (Fourth Edition, June 2004) published by the American Correctional Association in cooperation with the Commission on Accreditation for Corrections as hereafter supplemented or amended.
- C. Contract Monitor - The employee or employees of the Orange County Corrections Department designated to monitor operation of the facilities for compliance with contract provisions and to coordinate actions and communications between the Department and the Contractor.
- D. FSSS inspection: An inspection conducted by a Facility Safety Officer that measures compliance with applicable fire, safety, sanitation and security codes and standards
- E. County: Orange County, Florida.
- F. Department or OCCD: means the Orange County Corrections Department.
- G. Food Services: means all management of activities and personnel, procurement of food and supplies and the production and delivery of meals, pursuant to the conditions of this RFP.
- H. Inmate: Adult male and female offenders assigned to the Facilities by the OCCD.
- I. NCCHC: National Commission on Correctional Health Care.
- J. NCCHC Standards: The Standards for Health Care in Jails published by NCCHC (January 1997), as heretofore or hereafter supplemented or amended.
- K. FCAC Standards: Florida Corrections Accreditation Commission.
- L. FMJS Standards: Florida Model Jail Standards.

- M. **Contractor:** The Contractor awarded the Contract to manage and provide the Inmate Food and Staff Dining Services.
- N. **Operating Standards:** All applicable federal, state and local laws, rules, codes, regulations, court orders and ACA, FCAC, 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 Contractor by the County. If any of the Operating Standards are in conflict with each other or with this RFP, the more stringent shall apply, as reasonably determined by the County.
- O. **Service Commencement Date:** The first day that the Contractor begins preparing and serving meals at the OCCD.
- P. **Therapeutic Diet:** The meals authorized by the appropriate Health Services Division staff.
- Q. **Faith Based Diet:** The dietary restrictions associated with sincerely held faith-based beliefs.
- R. **Bag Meals:** A meal consisting of two (2) sandwiches containing luncheon meat, the appropriate condiments (mustard, mayonnaise, etc.) one piece of fruit, either one (1) bag of chips (potato, corn, etc.) or one (1) wrapped cake-type desert and one (1) 8 oz. individually packaged fruit juice or fruit flavored drink. Inmates requiring special diets will receive suitable bag meals.
- S. **Juvenile Diet:** The meal guidelines are identical for both pregnant females and all juveniles, and are designed to support the growth of the fetus, as well as provide adequate intake for the mother's or juvenile's physical needs. The diet should be discontinued when pregnancy is terminated. The physician may order supplemental snacks if the patient is lactating. For juveniles the diet will continue until adult status has been reached. Additional foods will be used to increase the calorie level. The diet includes a standard bedtime (evening) snack of milk, fresh fruit and a small sandwich.

3. **General Duties, Obligations and Standards:**

Beginning on the Service Commencement Date, the Contractor shall operate the Food Service section of the OCCD in accordance with the Contract, the Operating Standards and this RFP.

4. **Type of Food Service Delivery System to be used:**

The Contractor shall utilize a tray feeding system. No other feeding system will be authorized.

5. Meals:

A. The Contractor shall serve inmate meals on the schedule currently in use by the OCCD Food Services Section as follows:

1. Breakfast: 0530 hours
2. Lunch: 1030 hours
3. Supper: 1600 hours

Note: This schedule may be modified due to the operational needs of the OCCD.

B. The Contractor shall maintain a 28-day menu approved by the Contract Monitor and as required by the Operating Standards for regular inmate meals

C. The approved menu shall maintain an average 2,800-calorie per day pork-free diet and shall be accompanied by a carton-type drink or bulk beverage. Menus will also be provided for Therapeutic and Faith-Based Diets as well as the Staff Dining area, road crew meals and bagged meals for emergency crews. The Contractor agrees to serve appropriate holiday meals (i.e. Thanksgiving, Christmas, etc.) throughout the year as mutually determined by OCCD management and the Contractor management. The pricing for holiday meals will be the same as the agreed upon daily meal price.

D. Bagged meals shall consist of two (2) sandwiches containing luncheon meat, the appropriate condiments (mustard, mayonnaise, etc.), one (1) piece of fruit, either one (1) bag of chips (potato, corn, etc.) or one (1) wrapped cake-type dessert and one (1) 8 oz. individually packaged fruit juice or fruit flavored drink. Inmates requiring special diets will receive suitable bag meals when applicable. The bags will be labeled with the date of production and will be stored and served in a manner that prevents crushing or are otherwise protected.

E. The Contractor shall have the capacity to provide approximately 15,000-bagged meals per month, to include, but not limited to, events such as:

1. Inmates bagged meals for inmates who have not been able to partake of one or more hot meals.
2. Inmates working road crews.
3. Inmates at Work Release who will carry a bagged meal to work.
4. Inmates going to court.

F. The only exceptions to the regular menu and regular bag meal menu are:

1. Therapeutic/Medical diets specified by the Health Services Division of the OCCD and the Therapeutic Diet Manual.
2. Faith Based/Religious diets requested by the Corrections Chaplains and as defined in the Faith Based Diet Manual.

3. Inmates housed at the Work Release Center or working Road Crews will receive both chips and dessert in their bagged meals
 4. The Contractor shall ensure that meals for juvenile offenders and pregnant females are compliant with established diet/RDA requirements for the state of Florida and appropriate regulating authorities.
 5. Meals for staff working under emergency conditions will also receive both chips and a dessert with their meal.
- G. The Contractor must provide a detailed plan to manage the inmate food service operation during an emergency or major weather event such as a hurricane.

The plan must include at a minimum:

1. Crisis management and communication
 2. Emergency Food storage inventory.
 3. A minimum three (3) days' supply of food and drinkable water for ~~both staff and~~ inmates shall be stored on OCCD's site at all times. OCCD reserves the right to increase the food and drinking supply days up to 10 days as necessary.
 4. Transportation protocol
 5. Staffing protocol
 6. Food preparation protocol
 7. Food containment protocol (in the event coolers are non-functional or electricity is out for a period of time.)
- H. The Contractor agrees to provide the Orange County with emergency meals for County staff during an event recognized by the County as an emergency as follows:

1. The Contractor will provide up to 1,000 box meals including a beverage at a price of \$4.00 per box breakfast and \$5.00 per box lunch/dinner up to three (3) times per day for a period of up to seven (7) days to be used as emergency meals.
 - A. Box meals with a meat item and alternative box meals containing no meat (see menu note) are included in the 7-day menu as attachment A. The meal consisting of an alternative to a meat item will account for approximately 10% of each meal order.
 - B. Glass bottles and/or cans are prohibited. Only plastic and paper cartons are acceptable for drinks.
2. The County will notify the Contractor of emergency meal needs at least 48 hours prior to in advance.
3. The County will notify the Contractor of any additional emergency meal needs at least 48 hours in advance.

4. The County will be responsible for paying for all ordered meals whether or not the emergency circumstance/need arises.
 5. The County will make arrangements to pick up the meals at pre-designated times throughout the emergency period and will ensure that needs beyond the initial order are conveyed to the vendor with a 48 hour advance notice.
 6. Inmate labor is not authorized to be used in the preparation of any emergency meals.
- I. The menus shall be evaluated and approved annually by the Contractor's registered dietician and the Contract Monitor. Changes to the menus shall be evaluated and approved on a quarterly basis by the Contractor's registered dietician and the Contract Monitor. The evaluations shall be conducted at the Contractor's sole expense.
 - J. Contractor must ensure that substitutions to the approved menus must be of equal nutritional quality to the item for which they are substituted.
 - K. At the onset of the contract, the Contractor shall provide staff dining in space provided by OCCD and offer a lunchtime meal (available from 1030 – 1300 hours) five days per week. The Contractor will provide one hot meal per day in the current staff dining room. The actual charged price will be negotiated once the contract is set. The current staff price for a meal is \$1.00 per meal and \$1.50 with a fountain drink.

Upon completion of the new dining facility the Contractor is expected to provide staff meals seven days per week to accommodate day and night shift employees. The Contractor is to provide a proposal (with this proposal) which identifies their plan for providing staff dining during a 24 hour day. The proposal shall be for a meal of at least the quality of the inmate meals and with a comparable cost. Inmate workers will not be authorized for use with

the preparation or serving of staff meals, however, may be utilized for cleanup and scullery duties. It is envisioned that the current menu will be carried over at the prices listed above. In addition there will be an A la Carte menu and a "ready to go" section that will be priced on a per item basis. Suggested menus should be attached.

6. Inventory and storage:

- A. Food inventories purchased by the Contractor are the property of the Contractor and the Contractor is responsible for any loss, damage, or spoilage.
- B. The Contractor shall be responsible for receiving all goods at the loading dock. The Contractor shall be responsible for the supervision of inmates receiving, unloading and storing food and related items.

C. The Contractor shall, on a weekly basis, take a physical inventory of food and supply items and that inventory shall be made available to the Contract Monitor.

D. Food storage spaces available at the current OCCD kitchen facility are:

- | | | |
|----|--------------|---------------|
| 1. | Freezer | 480 sq. ft. |
| 2. | Cold storage | 894 sq. ft. |
| 3. | Dry storage | 1,094 sq. ft. |
| 4. | Janitorial | 45 sq. ft. |

Note: New kitchen and Staff Dining specifications are available upon request.

E. Food storage spaces available at the current Work Release kitchen facility are approximately:

- | | | |
|----|--------------|-------------|
| 1. | Freezer | 150 sq. ft. |
| 2. | Cold storage | 250 sq. ft. |
| 3. | Dry storage | 300 sq. ft. |
| 4. | Janitorial | 25 sq. ft. |

7. Disposables/Expendables:

The Contractor shall furnish all disposables and expendable items related to regular meal service. This shall include, but not be limited to:

1. All paper goods
2. All plastic goods
3. All Styrofoam goods
4. Gloves
5. Bags and any/all other expendable items used in the Contractor's operation to include all service and delivery.

8. Food Delivery and Service:

The Contractor is solely responsible for the delivery of food to the various facilities to include any needed equipment to ensure proper preparation, delivery, management and compliance with established food service standards.

A. The Contractor shall deliver meals to each of the facilities. OCCD personnel will accept delivery and supervise the serving of the food at the individual cells by inmate workers.

B. Food delivery carts must be easily cleanable and shall have casters/tires that will not mar the facilities floors. Damaged casters/tires will be immediately replaced and carts will not be used until proper repairs are completed.

C. The Contractor shall ensure the delivery of food at established temperatures consistent with code and other requirements. Food items

delivered "off-temperature" will be rejected and must be replaced at no cost to the County.

- D. The Contractor shall monitor, document and submit to the Contract Monitor, as requested, minimum and maximum food temperatures at point of service. Hot food shall be delivered at a minimum temperature of 140° Fahrenheit and cold food shall be stored at a maximum temperature of 41° Fahrenheit with a two-hour window for necessary preparation, distribution and service.

9. Equipment and Facilities:

- A. Currently owned OCCD food services equipment shall remain the property of OCCD. A complete inventory of existing/current equipment is attached (**Attachment 1**).
- B. The Contractor will be able to use the equipment that exists in the current kitchen until the opening of the new kitchen and staff dining hall scheduled to open in early 2014. If the Contractor determines that additional equipment items are needed in order to operate the existing kitchen prior to the new kitchen opening, the winning Contractor will be responsible for purchasing those items.
- C. Once the current kitchen and staff dining room closes the existing kitchen and staff dining equipment will no longer be used and OCCD will determine the disposition of said equipment.
- D. Orange County Corrections will equip, at no cost to the Contractor, the new kitchen and dining facility with all kitchen equipment items needed to operate the facility. **However, the exception being that the Contractor will provide new serving trays upon opening of new kitchen. (Attachment 1A).**

Once the Contractor moves into the new kitchen and begins using the new equipment furnished by OCCD, the Contractor will ensure that all necessary maintenance and warranty work on the new equipment are completed at no cost to Orange County. All maintenance and warranty work on all equipment is the responsibility of the Contractor.

The current projected date of moving from the existing kitchen facility into the new kitchen facility is early 2014. **The Proposer shall provide a detailed transition plan for this move to include:**

1. Plan to overcome operations and transition challenges
2. Proposed Gant Chart for transitioning to the new kitchen facility
3. Detailed communications plan
4. Quality Assurance Plan
5. Security plan

Note: The selected proposer may or may not have input into the set up or final design of the new kitchen. This will be determined by Orange County

Corrections as the process continues to move forward. In the event the winning proposer does provide input, Orange County will not compensate for any staff time.

- E. Once the new kitchen is operational, the Contractor becomes fully responsible for purchasing and maintaining all kitchen equipment and food services equipment including vehicles for the remainder of the Contract. When new equipment is needed, the Contractor shall purchase and install only new commercial and/or institutional quality equipment.
- F. The Contractor shall be responsible for the replacement of all equipment that becomes unserviceable. Replacement of non-serviceable items and equipment will be coordinated through the Contract Monitor. The Contractor shall take all reasonable and prudent measures necessary to ensure that equipment is properly used and maintained.

Note: All equipment purchases shall be approved by the OCCD Contract Monitor in writing prior to purchase.

- H. Not later than seven (7) days prior to the contract start/service commencement date, the County will provide the Contractor with an up to date inventory of all equipment and a joint inventory of all equipment items will be conducted.
- I. All equipment will be inventoried throughout the contract period and immediately prior to the termination of the Contract.
- J. The Contractor shall ensure that all equipment turned over to OCCD at the end of the contract period is in excellent working order.

10. Safety and Sanitation:

- A. The Contractor shall be responsible for supplying all disposable cleaning supplies, including, but not limited to, chemicals, hand soaps, dishwashing detergents, paper towels, trash bags, rags, gloves, goggles, mops, mop buckets, brooms, dustpans, floor squeegees and any other supplies necessary for cleaning and sanitation not specifically listed as supplied by the OCCD.
- B. All sanitation and cleaning supplies must comply with established security requirements of OCCD Administrative Order IO.104 Hazardous Materials.
- C. The Contractor shall cooperate with all inspections required by all appropriate authorities and the Contract Monitor.
- D. The Contractor shall participate with the Department's internal Fire Safety, Sanitation and Security Inspection Unit (FSSS Unit) and respond, in accordance with Orange County Correction timelines, to deficiencies identified during inspections as scheduled by the Corrections Department.

- E. All sanitation, janitorial, safety, cleaning duties and vermin extermination requirements are the responsibility of the Contractor. This responsibility includes all food service areas, including, but not limited to:
 - 1. Kitchen and food preparation area.
 - 2. All storage areas utilized for food services.
 - 3. Kitchen loading dock, including all the area within the secure perimeter of the loading dock.
 - 4. All sidewalks, staging areas and concrete areas attached/leading to the kitchen.
 - 5. Staff dining room and food service line, storage areas and cleaning or vending areas.
 - 6. Delivery vehicles.
- F. The Contractor shall submit a safety plan to OCCD prior to the Service Commencement Date. The Contractor shall ensure that its safety plan complies, at a minimum, with all Orange County Corrections Department Operating Standards.
- G. The Contractor shall ensure that all hazardous materials and substances are stored and used in compliance with all Operating Standards.
- H. The Contractor's transportation and/or disposal of any waste shall be in compliance with all Orange County Corrections Department Operating Standards.

11. Staffing and Scheduling:

The Contractor shall recognize that the OCCD will provide security personnel, however, the Contractor's staff shall, at all times, abide by and be mindful of the security regulations of the OCCD. The Contractor's staff are required to report any security related issues to OCCD staff immediately.

- A. The Contractor shall submit their proposed standard staffing schedule for all shifts to the Contract Monitor for review and approval prior to beginning operations. Any changes to the final accepted schedule must be approved by the Contract Monitor, in writing, prior to implementation.
- B. The Contractor shall establish and adhere to a minimum staffing level for each shift.
- C. The OCCD shall provide approximately 25-30 inmates on shifts A and B, and approximately 10-12 inmates on shift C, to the Contractor for inmate meal production. Inmate workers assigned to the Contractor shall be supervised by the Contractor for purposes of determining their suitability for continued work within the food service areas. Inmate workers will not be used for staff dining food production or serving, however, may be utilized for cleanup and scullery.
- D. The OCCD shall provide a minimum of one full time Correctional Officer for each shift. The officer's assigned working post will be in the kitchen.

- E. The Contractor's employees shall complete a 16-hour (or more at the discretion of OCCD) course on security and inmate manipulation, taught by the training unit of the OCCD. This class shall be completed prior to the employee working in the facility. The Contractor's employees may be required to attend additional training as determined by OCCD.
- F. All Contractors' employees shall be attired in a standard uniform, supplied by the Contractor and maintained in a clean and neat condition at all times. Hats with brims will be worn forward, shirts will be kept tucked in to the pants. Hairnets or other approved hair restraints are required whenever in the kitchen area. Employees must maintain proper identification and be in uniform at all times when on jail property.
- G. Food service training for inmates shall be consistent with applicable Operating Standards.
- H. The Contractor shall assign one staff person in the food service unit to serve as the Fire, Safety, Security and Sanitation Officer (FSSSO) and complete the required weekly and monthly reports in the format supplied by the OCCD.

The Orange County Corrections Department (OCCD) is a department of Orange County government and is not affiliated with the Orange County Sheriff's Office. At the present time, OCCD non-Work Release facilities has a design capacity of 3,799 beds, in ten (10) facilities located at the Corrections complex at 3423 Vision Blvd., Orlando, Florida.

CULINARY ARTS/RE-ENTRY/COMMUNITY OUTREACH INITIATIVESCOPE OF SERVICE

1. Introduction

Orange County Corrections Department (OCCD) desires to develop programs that benefit inmates, community corrections offenders and the community. There is a substantial need for programs that emphasize vocational/educational training opportunities, employability skills and job placement. While the Contractor has flexibility to develop programs that achieve these goals, one component of it must include culinary arts and employability skills. Partnerships with existing community agencies that have a history of success are highly encouraged. A second program component shall include a plan for job placement of successful participants. Again, partnerships with the community are highly encouraged

2. Scope

Within (30) thirty days of contract award, the Contractor must provide a plan for design and implementation of an initiative, to Corrections Department Staff, that includes:

- Inmate/Offender industry standard culinary training to include food handling certifications

- Employability training to include Job Readiness/Job Placement training job placement in the community.

3. Examples

As part of the plan for design and implementation of program initiatives, the Contractor shall provide a description of Culinary Arts. Include skills to be learned, as well as any certifications obtained. Length of program and capacity should be included.

4. Employability Training

As part of the plan for design and implementation of program initiatives, the Contractor shall provide a description of an Employability Skills program. Include skills to be learned, as well as any certifications obtained. Length of program and capacity should be included. Include information regarding the experience, certifications or licensing and capacity of any partner agencies.

5. Job Placement/Re-entry/Community Outreach

As part of the plan for design and implementation of program initiatives, the Contractor shall address how they intend to connect inmates with jobs and to reduce barriers for offenders and inmates seeking employment. The Contractor shall identify community partnerships, including with the private sector that will facilitate participant re-entry and provide gainful employment. The Contractor must also demonstrate an understanding of the emphasis placed on developing collaborative partnerships with the local education, businesses, not-for-profit and/or vocational training community.

6. Staffing

As part of the plan for design and implementation of program initiatives, the Contractor shall provide a description of planned staffing for Culinary Arts Training, Employability Skills Training and Job Placement, including Provider staff and staff of any Partner Agency. Resumes for each proposed staff shall be submitted with the proposal.

7. Facilities:

The Work Release Center includes an approximately 3,000 square foot kitchen space, which includes a 586 square foot serving area, dry storage, and walk-in cooler and freezer. There is a 4100 square foot dining area that is available for training when meals are not being served. In addition, there are classrooms for use in both Culinary Arts and Employability Skills training.

8. Outcomes:

As part of the plan for design and implementation of program initiatives, the Contractor shall Identify measurable outcomes that will be reported, such as number of individuals trained, number of successful job placements etc. Identify

any other participant or community benefits resulting from this/these partnerships.

Below are examples of possible Community Outreach initiatives that might be included as proposed outcomes. These are suggested programs and potential contacts and the County is open to proposals that are not on the list. Orange County has not contacted any of the businesses, organizations or agencies listed and have no knowledge as to whether they are interested in participating with this program. These lists are provided for example only.

- Partner with local vo-tech institutes for culinary training for inmates and offenders on community supervision
- Provide culinary arts scholarships for community offenders and inmates
- Develop an ex-offender employment initiative with the local culinary industry

PERSONAL SECURITY AND RIGHT TO INSPECT

The following scope of service applies, with no exceptions, to all contracted services within OCCD.

1. Personnel:

A. Prior to any Contractor's personnel entering an OCCD facility a background check is required and shall contain, at a minimum:

1. FCIC/NCIC criminal histories,
2. Verification of education,
3. Verification of licenses
4. Verification of certifications necessary to meet minimum requirements,
5. Verification of prior employment and reason for leaving,
6. A polygraph examination,
7. A psychological evaluation, and
8. Personal references other than former employers, including neighbors.

No later than five (5) days prior to employment at OCCD, the Contractor shall provide the background checks to the OCCD Contract Monitor by the Contractor with the request for an identification card from OCCD to allow the Contractor's employee to enter the facilities. All cost for this requirement shall be the Contractor's responsibility.

B. All employees or volunteers of the Contractor at the Facilities will be required to successfully complete the OCCD's eight (8) hour security training. The training will be provided at no additional cost to the Contractor and must be completed prior to the employee receiving an OCCD identification card allowing him/her access to the Facilities.

- C. Pre-employment drug testing is required of all prospective employees to be employed at the Facilities. The pre-employment drug testing shall be provided to the OCCD Contract Monitor by the Contractor with the request for an identification card from OCCD to allow the Contractor's employee to enter the facilities. All cost for this requirement shall be the Contractor's responsibility.
 - D. Contractor shall conduct, no less than annually, periodic drug testing of all of its employees assigned to a County facility. The Contractor shall provide the County with the results of any drug testing upon request. All costs for this requirement shall be the Contractor's responsibility.
 - E. Immediate verbal and written notification to the Department Director and the Contract Monitor is required upon the arrest of any employee of the Contractor employed at the Facilities.
 - F. The Department Director retains sole discretion over the decision of whether to allow any prospective employee or volunteer permission to enter the OCCD's grounds or Facilities.
2. Security:
- A. The Contractor will comply with all security regulations, guidelines and requirements, including applicable OCCD's Administrative Orders and Food Service Unit's Standard Operating Procedures regarding security issues. The senior OCCD Correctional Officer on shift will determine whether any action taken by an employee of the Contractor constitutes a violation of security regulations serious enough to warrant immediate review.
 - B. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its services or performance of its operation. The contractor shall take all reasonable precautions for the safety of and will provide all reasonable protection to prevent damage, injury or loss to: employees on the job and all other persons who may be affected thereby; all property, materials and equipment under the care, custody or control of the contractor. The contractor will comply with all applicable safety rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. In any emergency affecting the safety of persons or property, the contractor will act with reasonable care and discretion, to prevent any threatened damage, injury or loss.
 - C. All employees of the Contractor shall conduct themselves in a professional and appropriate manner while at the OCCD site. The Chief of Corrections or designee retains sole discretion over whether to permit any individual to enter the OCCD grounds or facilities.
3. Right of Inspection:

The Contractor shall permit OCCD personnel to inspect all parts of the food service and commissary areas of OCCD without notice at any time, if in the sole opinion of the senior OCCD Corrections Officer on duty, security, safety or sanitation are in question. 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 food services and commissary sections, with or without advance notice from the Contract Monitor.

EXHIBIT B-1

OCCD

Emergency Meal Menu

*subject to item availability

Day 1 Day 2 Day 3 Day 4 Day 5 Day 6 Day 7

Breakfast – Each meal includes a cutlery kit, Smuckers Jelly and Cream Cheese

Plain NY Style Bagel (Individually Wrapped)	Whole Grain Bagel (Individually Wrapped)	Plain NY Style Bagel (Individually Wrapped)	Whole Grain Bagel (Individually Wrapped)	Plain NY Style Bagel (Individually Wrapped)	Whole Grain Bagel (Individually Wrapped)	Plain NY Style Bagel (Individually Wrapped)
Fresh Fruit	Orange	Mott's Natural Applesauce Cup	Fresh Fruit	Fresh Banana	Orange	Apple
Nutri Grain Breakfast Bar-Blueberry	Nutri Grain Breakfast Bar-Strawberry	Assorted Mini Danish	Individually wrapped Blueberry Muffin	Nutri Grain Breakfast Bar-Strawberry	Mixed Fruit Cup (Pineapple, Peaches and Pears)	Individually Wrapped Blueberry Muffin
Orange Juice	Apple Juice	Orange Juice	Apple Juice	Orange Juice	Apple Juice	Orange Juice

LUNCH&DINNER- Each meal includes a cutlery kit, Mayo & Mustard condiment Packets, and Bottled Water.

NOTE: Meatless Options available upon request: Peanut Butter & Jelly Sandwich or Sub Roll to include cheese, lettuce, tomato and pickle.

Sub roll w/sliced Turkey and American Cheese	Sub roll w/sliced Black Forest Ham and Swiss	Sub roll w/sliced Turkey and American Cheese	Sub roll w/sliced Black Forest Ham and American Cheese	Sub roll w/ sliced Turkey and Swiss Cheese	Sub roll w/sliced Black Forest Ham and White American Cheese	Sub roll w/sliced Turkey and American Cheese
Plain Frito Lay Chips	Nacho Cheese Dorito Chips	Sour Cream & Onion Chips	BBQ Chips	Cool Ranch Dorito Chips	Crunchy Cheetos Chips	Original Fritos Chips
Mixed Fruit Cup (Pineapple, Peaches and Pears)	Apple	Orange	Apple	Mixed Fruit Cup (Pineapple, Peaches and Pears)	Motts Natural Applesauce cup	Orange
2 Oreo Cookies	Chocolate Pudding Cup	2 Oreo Cookies	2 Chocolate Chip Cookies	2 Oreo Cookies	2 Chocolate Chip Cookies	Vanilla Pudding Cup

AMENDMENT NO. 5

TERM CONTRACT NO. Y12-182
FOR
INMATE FOOD SERVICES

EFFECTIVE DATE: DECEMBER 14, 2016

The above contract is changed as follows:

1. Pursuant to Article 3-C, Price Adjustments Inmate meals are increased by 2.43% in accordance with the applicable Consumer Price Index.
 - a. Inmate meal prices will be adjusted from \$0.9040 to \$0.9260 per meal.
 - b. Bag meals prices will be adjusted from \$0.9040 to \$0.9260 per meal.
 - c. Kosher meals will be adjusted from \$4.28 to \$4.38 per meal.
2. Exhibit B is changed as follows:
 - a. Delete Staff/Visitor Meal: Including large drink and dessert -\$2.00.

The total estimated contract amount is increased from \$17,554,000.00 to \$17,980,562.20, an increase of \$426,562.20.

This increase shall be in effect throughout the remainder contract period of December 13, 2017.

All other pricing, terms and conditions remain the same.

**ARAMARK CORRECTIONAL
SERVICES, LLC
1101 MARKET STREET
PHILADELPHIA, PA 19107**

Signature

Mark R. Adams

Print Signature Name

Vice President, Finance

Title

12/2/2016

Date

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

Signature

Zulay Millan, CFCM, CPPO, CPPB.

Administrator, Procurement Division

Date

AMENDMENT NO. 4
TERM CONTRACT NO. Y12-182
FOR
INMATE FOOD SERVICES

EFFECTIVE DATE: DECEMBER 14, 2015

The above contract is changed as follows:

1. Pursuant to Article 3-C, Price Adjustments Inmate meals are increased by 2.90% in accordance with the applicable Consumer Price Index.
 - a. Inmate meal prices will be adjusted from \$0.8786 to \$0.9040 per meal.
 - b. Bag meals prices will be adjusted from \$0.8786 to \$0.9040 to per meal.
 - c. Kosher meals will be adjusted from \$4.16 to \$4.28 per meal.


2. Exhibit B is changed as follows:
 - a. Delete Staff/Visitor Meals: Without a drink - \$1.00.
 - b. Delete Staff/Visitor Meal: Including large drink -\$1.50
 - c. Add Staff/Visitor Meal: Including large drink and dessert -\$2.00.

The total estimated contract amount is increased from \$17,467,000.00 to \$17,554,000.00, an increase of \$87,000.00.

This increase shall be in effect throughout the remainder contract period of December 13, 2016.

All other pricing, terms and conditions remain the same.

**ARAMARK CORRECTIONAL
SERVICES, LLC
1101 MARKET STREET
PHILADELPHIA, PA 19107**




Signature

Mark R. Adams

Print Signature Name

Vice President Finance
Title

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



Signature

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.

Administrator, Procurement Division

AMENDMENT NO. 3

TERM CONTRACT NO. Y12-182
FOR
INMATE FOOD SERVICES

EFFECTIVE DATE: DECEMBER 14, 2014

The above contract is changed as follows:

Pursuant to Article 3-C, Price Adjustments Inmate meals are increased by 4% in accordance with the applicable Consumer Price Index.

Inmate meal prices will be adjusted from \$0.8449 to \$0.8786 per meal.

Bag meals prices will be adjusted from \$0.8449 to \$0.8786 per meal.

Kosher meals will be adjusted from \$4.00 to \$4.16 per meal.

The total estimated contract amount is increased from \$17,353,000.00 to \$17,467,000.00, an increase of \$114,000.00.

This increase shall be in effect throughout the remainder contract period of December 13, 2015.

All other pricing, terms and conditions remain the same.

**ARAMARK CORRECTIONAL
SERVICES, LLC
1101 MARKET STREET
PHILADELPHIA, PA 19107**

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



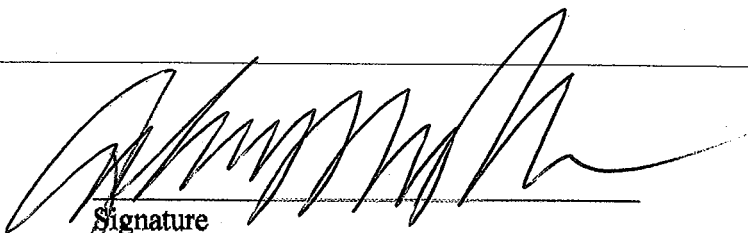
Signature

Mark R. Adams

Print Signature Name

Vice President Finance

Title



Signature

Carrie Woodell, MPA, CFCM, CPPO, C.P.M.

Administrator, Procurement Division

AMENDMENT NO. 2
TERM CONTRACT NO. Y12-182
FOR
INMATE FOOD SERVICES
EFFECTIVE DATE: DECEMBER 14, 2014

The above contract is changed as follows:

Pursuant to Article 3-C, Price Adjustments Inmate meals are increased by 4% in accordance with the applicable Consumer Price Index.

Inmate meal prices will be adjusted from \$0.8449 to \$0.8786 per meal. The total estimated contract amount is increased from \$17,353,000.00 to \$17,467,000.00, an increase of \$114,000.00.

This increase shall be in effect throughout the remainder contract period of December 13, 2015.

All other pricing, terms and conditions remain the same.

**ARAMARK CORRECTIONAL
SERVICES, LLC
1101 MARKET STREET
PHILADELPHIA, PA 19107**

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



Signature

Mark R. Adams

Print Signature Name

Vice President Finance

Title



Signature

for

Johnny M. Richardson, CPPO, CFCM

Manager, Procurement Division

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

Y12-182

Amendment No. 1 to Operating Agreement

THIS AMENDMENT NO. 1 (the "Amendment"), is entered into this 17th day of December, 2013 by and between Orange County, Florida, ("County"), and ARAMARK Correctional Services, LLC, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 ("ARAMARK").

WHEREAS, County and ARAMARK entered into Contract Y12-182 dated December 14, 2012 for the management of the food service operation at Orange County Corrections Department (the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective December 14, 2014.

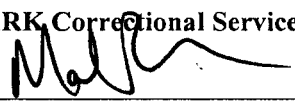
NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

- Price Adjustment:** In accordance with Paragraph 3.C of the Agreement, the parties agree that the price per meal charged to County by ARAMARK shall be changed to **\$0.8449** per meal as a result of changes in the Market Basket of Products. This price shall be effective from December 14, 2013 through December 13, 2014, and shall supersede in all respects the price per meal set forth in Exhibit B of the Agreement or in any other prior agreements between the parties.
- Release:** The methodology used to determine the price increase above, including the Category Weighting percentages ascribed to each Menu Category, has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.
- Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

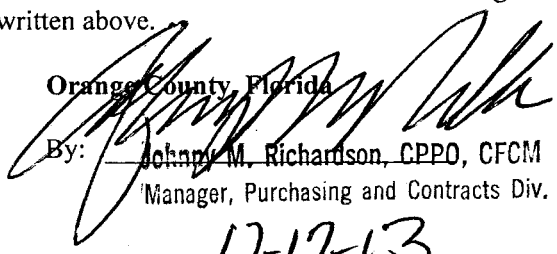
ARAMARK Correctional Services, LLC

By:


Mark R. Adams
Vice President Finance

Orange County, Florida

By:


Johnny M. Richardson, CPPO, CFCM
Manager, Purchasing and Contracts Div.

12-17-13

**Orange County Jail
Market Basket Price Redetermination Statement
Period Ended September 30, 2013**

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>August Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	10.13%	2.09%	0.21%
Beverage	11.11%	-1.19%	-0.13%
Dairy	4.65%	1.60%	0.07%
Grocery	30.20%	1.38%	0.42%
Produce	18.61%	3.75%	0.70%
Protein	25.29%	2.11%	0.53%
TOTAL	100.00%		1.80%
September 2013 CPI Food Away from Home Index			1.87%
Greater of Market Basket to September CPI - Food Away from Home			1.87%

U.S. Bureau of Labor Statistics - National Data

CPI - FOOD AWAY FROM HOME INDEX *

Annual Percent Change by Month

Last 12 Months - Yearly Inflation Percentage

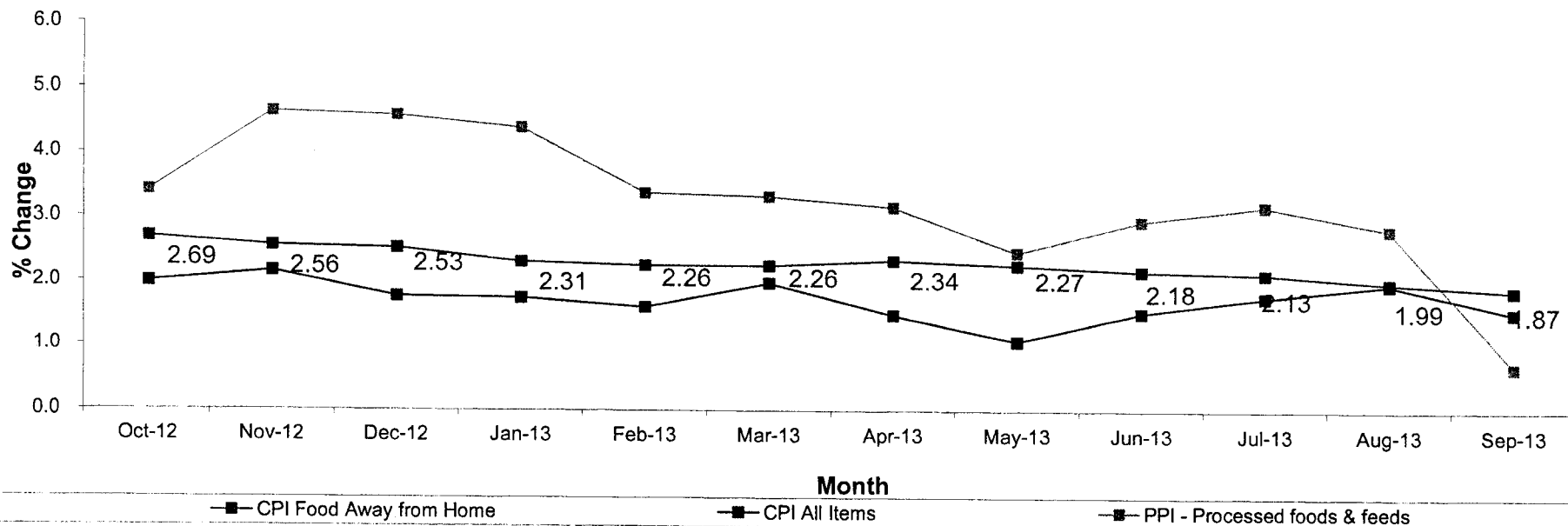
* Not Seasonally Adjusted

Month	All Urban U.S. City Average	Midwest Urban	South Urban	Miami-Fort Lauderdale, FL	Washington- Baltimore, DC-MD-VA- WV	Cleveland- Akron, OH	San Francisco- Oakland-San Jose, CA	Boston- Brockton- Nashua, MA- NH-ME-CT	Philadelphia- Wilmington- Atlantic City, PA-NJ-DE-MD	New York- Northern N.J.- Long Island, NY-NJ-CT-PA	Chicago- Gary- Kenosha, IL-IN-WI
Oct-12	% 2.69	3.04	2.63	2.64			3.39		0.93	2.54	3.47
Nov-12	% 2.56	2.98	2.37		3.61	3.54		2.11		2.68	3.45
Dec-12	% 2.53	3.05	2.58	2.75			2.76		1.24	2.22	3.70
Jan-13	% 2.31	3.04	2.43		3.25	4.29		2.18		1.61	3.67
Feb-13	% 2.26	3.07	2.29	3.33			3.74		1.98	1.59	4.00
Mar-13	% 2.26	2.88	2.42		3.74	1.76		2.68		1.53	3.98
Apr-13	% 2.34	2.48	2.49	3.34			5.21		2.29	1.67	2.52
May-13	% 2.27	2.43	2.52		2.82	2.01		1.33		1.32	2.24
Jun-13	% 2.18	2.85	2.19	1.75			4.60		2.11	1.40	2.29
Jul-13	% 2.13	2.55	2.26		2.31	1.30		1.15		1.27	1.34
Aug-13	% 1.99	1.91	2.31	1.97			4.03		2.60	1.11	1.16
Sep-13	% 1.87	1.88	2.04		1.34	1.30		0.54		0.75	0.95

Next Available Date: Monthly Monthly Monthly Oct Nov Nov Oct Nov Oct Monthly Monthly

Bureau of Labor Statistics

* CPI index for Urban US City Average





Interoffice Memorandum

Oral e

Memo To: Johnny Richardson, Manager
Purchasing and Contracts Division
Via: Cornita A. Riley, Chief of Corrections
From: Lee Isbell, Contracts Advisor
Date: December 12, 2013
Subject: Aramark Correctional Services, LLC Price Increase Request

Lee Isbell, Contracts Advisor, OCCD
3723 Vision Blvd.
P.O. Box 4970
Orlando, Fl 32802-4970

Tel: 407-836-0208
Fax: 407-836-3456

Aramark, the provider of inmate and staff food services for Orange County Corrections is requesting an increase to the per inmate meal price from the current rate of \$.8294 per meal to a rate of \$.8449 per meal, a 1.87% price increase. The contract allows for an increase request not to exceed 4%. Based upon validation of the Consumer Price Index, All urban Consumers, U.S. City Average Food Away from Home Index (CPI-FAH) and Market Basket of Products supporting documentation submitted by Aramark, the requested increase is valid and authorized as outlined within Article 3 of the Food Services Contract. The 1.87% increase rate represents the prevailing CPI-FAH rate as of the end of FY 2013.

Performance

The Orange County Corrections Department Contract Monitor indicated that Aramark has moved beyond the transition phase of the contract and services are running smoothly. Aramark is serving three meals per day with a call back rate averaging around 2% and have passed every Florida Model Jail Standard and other inspections as required.

Fiscal Impact

The vendor serves approximately 65,000 meals per week. Based on the current inmate population and at the current price of .8294 per meal, the County expends approximately \$2.8 million per contract year. Aramark's requested increase of \$.0155 per meal served at the new rate of \$.8449 may result in an annual increase of up to approximately \$53,000.

Conclusion

Aramark has demonstrated a willingness to remain flexible, address problems and meet challenges of feeding over 65,000 meals per week. They have passed all inspections and maintained a reasonable call back rate of less than 2% on inmate meals. The CPI-FAH Market Basket of Products supports the price increase request as their costs for doing business has risen along with the National Standards.

Based upon our review and analysis of the pertinent information, Corrections recommends that the price increase be granted as requested.

Attachments

- c: Kenneth "Vic" Adkins, Acting Deputy Chief
Rich Powell, Major
Frank A. Priola, Fiscal Manager

Contract Y12-182

This Contract is made as of the **14th day of December, 2012** 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 limited liability company authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. 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 food services within Orange County Corrections Department (OCCD) facilities, as more specifically set forth in the Scope of Service detailed in EXHIBIT A.

The COUNTY'S representative/liason during the performance of this Contract shall initially be Mark Zwolinski, Unit Supervisor, telephone no. (407)836-3552. Any changes will be forwarded in writing to the contractor with reasonable prior notice.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services on **December 14, 2012** and complete all services by **December 13, 2017**.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in **EXHIBIT A – Scope of Service**.

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of five (5) years at the same terms and conditions. Prices for additional periods shall be determined as set forth below. 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 – CONTRACT PRICING AND PAYMENTS

- A. The OCCD shall pay the CONTRACTOR for the amount of meals ordered by OCCD two (2) hours prior to the meal plus any call-back meals ordered, at the applicable price per meal as set forth in **EXHIBIT B**.
- B. The CONTRACTOR shall adhere to each specific handling method detailed in **EXHIBIT A - Scope of Service**, herein in regards to payments, invoices, reports and pricing.
- C. **Price Adjustments:** The per meal prices stated in this Agreement are firm for a one year period beginning on the Effective Date. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an

amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as **EXHIBIT C**; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be September of the immediately preceding year to September of the then-current year (the "Base Period"). **Notwithstanding the foregoing, the annual increase shall not exceed 4%.**

As set forth on the sample client statement attached as **EXHIBIT D**, The "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "Menu Category"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "Category Weighting") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("BLS") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, CONTRACTOR shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to **EXHIBIT D** for an example of the Market Basket of Products calculation.

D. **Billing:** CONTRACTOR shall submit to the COUNTY on the first day of every week, for the preceding week an invoice for the amount of meals ordered by COUNTY, which orders shall be received two hours prior to the meal, plus any

additional call-back meals, and other goods or services provided by CONTRACTOR, if any. The invoice shall reflect the preceding week's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

1. Inmate Meals
2. Bag Meals
3. Kosher Meals (**at a not to exceed cost of \$4 per meal**)
4. Staff/Visitor Meals
5. Miscellaneous Billing

CONTRACTOR shall provide the COUNTY with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County's authorized representative (currently Mark Zwolinski) or designee each month.

E. Manner Of Payment: Payment shall be made by check payable to ARAMARK Correctional Services, LLC in accordance with the Florida Prompt Payment Act, FS. 218. Such payment shall be sent to:

ARAMARK Correctional Services, LLC
P.O. Box 406019
Atlanta, Georgia 30384-6019

ARTICLE 4 - Intentionally omitted.

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 reasonable 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, Purchasing and Contracts, 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:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
- D. 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 the 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 or CONTRACTOR'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 up to and including the date of termination. 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.

The CONTRACTOR, by written notice, may terminate this Contract, in whole or in part, when it is in the CONTRACTOR's interest. If this Contract is terminated for any reason, the COUNTY shall be liable only for goods or services delivered and accepted up to and including the date of terminate. **The CONTRACTOR's Notice of Terminate shall provide the COUNTY one hundred and eighty days (180) prior notice before it becomes effective.**

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 hereinunder 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, 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. *Intentionally omitted.*

ARTICLE 8 - 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 9 - 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. However, COUNTY shall pay CONTRACTOR all amounts due for services provided up to and including the date that COUNTY terminates this Contract for non-appropriation of funds.

ARTICLE 10 - INSURANCE

- A. Before execution of the contract by the COUNTY and commencement of the operations and/or services to be provided, and during the duration of the contract, the CONTRACTOR shall file with the COUNTY current certificates of all required insurance on forms acceptable to the COUNTY, with the Certificate Holder listed as Orange County Board of County Commissioners, which shall include the following provisions:
1. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and acceptable to the COUNTY.
 2. 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.

3. Any material change or cancellation of the insurance shall in accordance with policy provisions but shall not in any event be less than thirty (30) days for non-payment of premium) from the effective date of said material change or cancellation of any insurance required herein.
- B. The CONTRACTOR shall require and ensure that each of its subcontractors providing services hereunder (if any) procures and maintains, until the completion of the services, insurance of the types and to the limits specified herein.
- C. Required Coverage:
1. Workers' Compensation - The 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. Said coverage shall include a waiver of subrogation in favor of the COUNTY. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis.
 2. 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 \$1,000,000 (one million dollars) 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.
 3. Business Automobile Liability - The Vendor/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 Vendor/Contractor does not own automobiles the Vendor/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.
 4. Employee Honesty Insurance - with limits not less than \$500,000 per occurrence.
 5. The COUNTY shall be specifically included as an additional insured on the general liability policy.
- D. All such insurance required of the CONTRACTOR shall be primary to, and not contribute with, any insurance or self-insurance maintained by the COUNTY. Any insurance provided by CONTRACTOR (additional insured or otherwise) shall only cover insured losses for which CONTRACTOR is legally liable; such insurance coverage shall not otherwise cover liability arising solely out of the wrongful or negligent acts or omissions of COUNTY.
- E. Any exceptions to the insurance requirements in this section must be approved in writing by the COUNTY.

- F. Compliance with these insurance requirements shall not relieve or limit the CONTRACTOR'S liabilities and obligations under this contract. Failure of the COUNTY to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the COUNTY to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR'S obligation to maintain such insurance.

Certificates shall specifically reference the respective contract number. The certificate holder shall read:

Orange County Board of County Commissioners
c/o Purchasing and Contracts Division
400 E. South Street
Orlando, Florida 32801

ARTICLE 11 – INDEMNIFICATION/DAMAGES

If there are any claims for damages attributable to the negligent errors or omissions of the CONTRACTOR, their agents or employees while providing the services called for herein, it is understood and agreed the CONTRACTOR shall indemnify and hold harmless the COUNTY from any and all losses, costs, liability, damages and expenses arising out of such claims or litigation asserted as a result hereof. However, the CONTRACTOR shall not be responsible for acts or omissions of the COUNTY, its agents or employees, inmate workers (unless due to ARAMARK's negligent supervision of an inmates' performance with regard to the preparation of meals) or of third parties which result in bodily injury to persons or property.

In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

ARTICLE 12 - 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. Notwithstanding the foregoing, either party may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required so long as the assigning party provides the other party with notice and an amendment is executed confirming the assignment. The term "affiliate" means any corporation, limited company or any other person controlling, controlled by or under common control with, the assigning party.

ARTICLE 13 - 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 14 - UNIFORM COMMERCIAL CODE (APPLICABLE ONLY IF CONTRACT IS FOR THE PURCHASE OF GOODS)

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 15 - 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 16 - 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 sub-contractors 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 sub-contractor'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 17 - 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 18 - 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, databases, reports, and other data developed or purchased exclusively for the County 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.

ARTICLE 19 - 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. Except for inmate workers, if any, 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 20 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained 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 21 - ACCESS AND AUDITS

The awarded CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S price per meal charged to the COUNTY and number of meals ordered. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced 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 sub-contractors 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 upon giving CONTRACTOR reasonable prior notice. This right to audit shall include the CONTRACTOR'S sub-contractors used to procure goods or services under the contract with the COUNTY, but specifically excludes suppliers. CONTRACTOR shall ensure the COUNTY has these same rights with sub-contractor(s).

ARTICLE 22 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 23 - 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 24 - ENFORCEMENT COSTS

Intentionally omitted.

ARTICLE 25 - 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 26 - 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 27 - 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 28 – WELFARE RECIPIENTS

Intentionally omitted.

ARTICLE 29 - 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.

ARTICLE 30 – ADDENDA

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

ARTICLE 31 - 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:

Orange County Board of County Commissioners
c/o Purchasing and Contracts Division
400 E. South Street
Orlando, Florida 32801

and if sent to the CONTRACTOR shall be mailed to:

ARAMARK Correctional Services, LLC
1101 Market Street
Philadelphia, PA 19107
Attn: Vice President, Finance

ARTICLE 32- CONFIDENTIAL INFORMATION

Subject to Florida's public records laws, all financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in CONTRACTOR's business (collectively, the "CONTRACTOR Proprietary Information") are and shall remain confidential and the sole property of CONTRACTOR and constitute trade secrets of CONTRACTOR. The COUNTY shall keep all CONTRACTOR Proprietary Information confidential and shall use the CONTRACTOR Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The COUNTY shall not photocopy or otherwise duplicate any materials containing any CONTRACTOR Proprietary Information without the prior written consent of CONTRACTOR. Upon the expiration or any termination of this Agreement, all materials containing any CONTRACTOR Proprietary Information shall be returned to CONTRACTOR. Notwithstanding the foregoing, this contract shall be subject to the provisions of Florida Statute Chapter 119.

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.

ARTICLE 33- FRESH FAVORITES

At a time mutually agreeable to the parties, CONTRACTOR shall implement its Fresh Favorites program. CONTRACTOR shall determine the prices at which Fresh Favorites items shall be sold. If CONTRACTOR sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, CONTRACTOR may increase its Fresh Favorites prices to recover such increased costs, maintaining its historical mark-up. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when a Fresh Favorite item purchased by an inmate is delivered. This program shall only be implemented upon the mutual written agreement of the parties.

ARTICLE 34- ICARE

At a time mutually agreeable to the parties, CONTRACTOR shall implement its iCare program at the Facility. CONTRACTOR shall determine the prices at which iCare items shall be sold. If CONTRACTOR sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, CONTRACTOR may increase its iCare prices to recover such increased costs. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when an iCare item purchased is delivered to the inmate. This program shall only be implemented upon the mutual written agreement of the parties.

ARTICLE 35- IN2WORK

At a time mutually agreeable to the parties, but no later than 6 months after the contract commences, CONTRACTOR shall provide vocational training and classroom instruction regarding proper food production skills to qualified inmates and Community Corrections offenders at the Facility through its IN2WORK program ("I2W"). Training will include deployment of CONTRACTOR'S proprietary materials. In addition, CONTRACTOR shall provide a partnership with a community based program provider to meet the requirements included on the Scope of Services Part B. The County acknowledges that

CONTRACTOR'S willingness to implement the I2W program under this Agreement does not give the County any right, title, license or interest in the program.

ARTICLE 36- LEASED VEHICLES

CONTRACTOR leases vehicles for use in connection with this Agreement. As a result, no vehicles will become the property of COUNTY at the end of this Agreement.

ARAMARK Correctional Services, LLC:



David Kimmel
Vice President, Finance

12/7/12

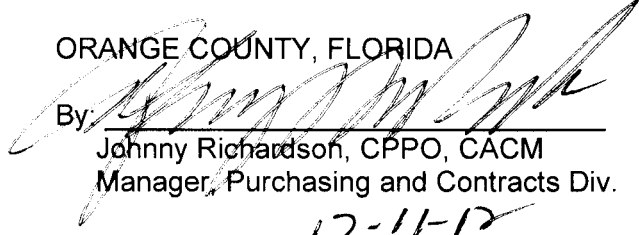
Date
David Kimmel

Typed Name
Vice President, Finance

Title
12/7/12

Date

ORANGE COUNTY, FLORIDA


By: _____

Johnny Richardson, CPPO, CACM
Manager, Purchasing and Contracts Div.

12-11-12

EXHIBIT A

INMATE FOOD SERVICES – SCOPE OF SERVICES

1. Introduction:

It is the County's intent to explore and pursue every possible opportunity to realize efficiencies and cost savings in the operation and management of Inmate Food Services of the OCCD. The County is seeking proposals to provide all food services for the inmate population of the county jails, to include religious, medical and other special diets. In addition, the County seeks to provide meals to inmates at the Work Release Center, from the Work Release Center kitchen and to provide a staff dining operation. Inmate meals include at least two (2) hot meals per day and may include no more than one (1) cold meal and cold, bagged meals for inmates who are unable to receive one or more of the hot meals that day due to work assignments or other operational issues.

As of September 2011, the OCCD will have a design capacity of four-thousand one-hundred seven (4,107) beds. Inmates will be housed in eight (8) facilities including the new Booking and Release Center. Seven (7) facilities are located at the Corrections complex at 3423 Vision Blvd., Orlando, Florida. The eighth facility is the Work Release Center, located at 130 W. Kaley, Orlando, Florida. The average daily population (ADP) for the OCCD for the Fiscal Year ending September 30, 2010 was 3,610 and the ADP for the quarter ending on June 30, 2011 was 3,475. OCCD's highest population was achieved in August 2008 when the inmate population was near 5,000.

In the event of a catastrophic situation or due to operational necessity requiring the relocation of the kitchen, inmates and/or staff to an off-site location, the contractor will be required to prepare and deliver food at/to the new locations as specified by the Contract Monitor or designee. Emergency staffing will be provided by the contractor to ensure coverage in any situation.

The OCCD kitchen approximates 20,000 square feet and has been in operation for approximately 20 years. It is anticipated that a new kitchen and staff dining facility will be completed in early 2014. The kitchen will have the capacity to process meals for 6,000 inmates at 20,000 tray meals per day. This staffing schedule must include the main kitchen and Staff Dining Room at the Main Facility located at 33rd Street, as well as the kitchen located and operated at the Work Release Center located at Kaley Street.

The Work Release kitchen is smaller, sized to service its own population. It is currently staffed and equipped as needed for the daily operation of the facility. If this site is selected as a part of the Outreach or Inmate Training projects there may be a need for additional equipment and staff.

The Staff Dining area is located on the first floor of the Corrections Administrative building at the Main Facility.. It currently averages one hundred patrons per day for the lunch meal. This area is scheduled for a major renovation to increase the size of the area as well as an expanded cooking/scullery area. The vendor awarded this contract will work with OCCD in every aspect of this project to include the logistics of serving staff meals while this area is closed for construction, and expanding the menu to encompass the new capabilities of the project..

2. Definitions:

The following terms used in this RFP shall, unless the context indicates otherwise, have the meanings set forth below:

- A. Orange County Corrections Department - (OCCD) is a department of Orange County Government and is not affiliated with the Orange County Sheriff's Office.
- B. ACA Standards - The Performance-Based Standards for Adult Local Detention Facilities (Fourth Edition, June 2004) published by the American Correctional Association in cooperation with the Commission on Accreditation for Corrections as hereafter supplemented or amended.
- C. Contract Monitor - The employee or employees of the Orange County Corrections Department designated to monitor operation of the facilities for compliance with contract provisions and to coordinate actions and communications between the Department and the Contractor.
- D. FSSS inspection: An inspection conducted by a Facility Safety Officer that measures compliance with applicable fire, safety, sanitation and security codes and standards
- E. County: Orange County, Florida.
- F. Department or OCCD: means the Orange County Corrections Department.
- G. Food Services: means all management of activities and personnel, procurement of food and supplies and the production and delivery of meals, pursuant to the conditions of this RFP.
- H. Inmate: Adult male and female offenders assigned to the Facilities by the OCCD.
- I. NCCHC: National Commission on Correctional Health Care.
- J. NCCHC Standards: The Standards for Health Care in Jails published by NCCHC (January 1997), as heretofore or hereafter supplemented or amended.
- K. FCAC Standards: Florida Corrections Accreditation Commission.
- L. FMJS Standards: Florida Model Jail Standards.
- M. Contractor: The Contractor awarded the Contract to manage and provide the Inmate Food and Staff Dining Services.

- N. Operating Standards: All applicable federal, state and local laws, rules, codes, regulations, court orders and ACA, FCAC, 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 Contractor by the County. If any of the Operating Standards are in conflict with each other or with this RFP, the more stringent shall apply, as reasonably determined by the County.
- O. Service Commencement Date: The first day that the Contractor begins preparing and serving meals at the OCCD.
- P. Therapeutic Diet: The meals authorized by the appropriate Health Services Division staff.
- Q. Faith Based Diet: The dietary restrictions associated with sincerely held faith-based beliefs.
- R. Bag Meals: A meal consisting of two (2) sandwiches containing luncheon meat, the appropriate condiments (mustard, mayonnaise, etc.) one piece of fruit, either one (1) bag of chips (potato, corn, etc.) or one (1) wrapped cake-type desert and one (1) 8 oz. individually packaged fruit juice or fruit flavored drink. Inmates requiring special diets will receive suitable bag meals.
- S. Juvenile Diet: The meal guidelines are identical for both pregnant females and all juveniles, and are designed to support the growth of the fetus, as well as provide adequate intake for the mother's or juvenile's physical needs. The diet should be discontinued when pregnancy is terminated. The physician may order supplemental snacks if the patient is lactating. For juveniles the diet will continue until adult status has been reached. Additional foods will be used to increase the calorie level. The diet includes a standard bedtime (evening) snack of milk, fresh fruit and a small sandwich.

3. General Duties, Obligations and Standards:

Beginning on the Service Commencement Date, the Contractor shall operate the Food Service section of the OCCD in accordance with the Contract, the Operating Standards and this RFP.

4. Type of Food Service Delivery System to be used:

The Contractor shall utilize a tray feeding system. No other feeding system will be authorized.

5. Meals:

A. The Contractor shall serve inmate meals on the schedule currently in use by the OCCD Food Services Section as follows:

- 1. Breakfast: 0530 hours
- 2. Lunch: 1030 hours
- 3. Supper: 1600 hours

Note: This schedule may be modified due to the operational needs of the OCCD.

- B. The Contractor shall maintain a 28-day menu approved by the Contract Monitor and as required by the Operating Standards for regular inmate meals
- C. The approved menu shall maintain an average 2,800-calorie per day pork-free diet and shall be accompanied by a carton-type drink or bulk beverage. Menus will also be provided for Therapeutic and Faith-Based Diets as well as the Staff Dining area, road crew meals and bagged meals for emergency crews. The Contractor agrees to serve appropriate holiday meals (i.e. Thanksgiving, Christmas, etc.) throughout the year as mutually determined by OCCD management and the Contractor management. The pricing for holiday meals will be the same as the agreed upon daily meal price.
- D. Bagged meals shall consist of two (2) sandwiches containing luncheon meat, the appropriate condiments (mustard, mayonnaise, etc.), one (1) piece of fruit, either one (1) bag of chips (potato, corn, etc.) or one (1) wrapped cake-type dessert and one (1) 8 oz. individually packaged fruit juice or fruit flavored drink. Inmates requiring special diets will receive suitable bag meals when applicable. The bags will be labeled with the date of production and will be stored and served in a manner that prevents crushing or are otherwise protected.
- E. The Contractor shall have the capacity to provide approximately 15,000-bagged meals per month, to include, but not limited to, events such as:
 - 1. Inmates bagged meals for inmates who have not been able to partake of one or more hot meals.
 - 2. Inmates working road crews.
 - 3. Inmates at Work Release who will carry a bagged meal to work.
 - 4. Inmates going to court.
- F. The only exceptions to the regular menu and regular bag meal menu are:
 - 1. Therapeutic/Medical diets specified by the Health Services Division of the OCCD and the Therapeutic Diet Manual.
 - 2. Faith Based/Religious diets requested by the Corrections Chaplains and as defined in the Faith Based Diet Manual.
 - 3. Inmates housed at the Work Release Center or working Road Crews will receive both chips and dessert in their bagged meals
 - 4. The Contractor shall ensure that meals for juvenile offenders and pregnant females are compliant with established diet/RDA requirements for the state of Florida and appropriate regulating authorities.
 - 5. Meals for staff working under emergency conditions will also receive both chips and a dessert with their meal.
- G. The Contractor must provide a detailed plan to manage the food service operation during an emergency or major weather event such as a hurricane.

The plan must include at a minimum:

1. Crisis management and communication
 2. Emergency Food storage inventory.
 3. A minimum three (3) days' supply of food and drinkable water for both staff and inmates shall be stored on OCCD's site at all times. OCCD reserves the right to increase the food and drinking supply days up to 10 days as necessary.
 4. Transportation protocol
 5. Staffing protocol
 6. Food preparation protocol
 7. Food containment protocol (in the event coolers are non-functional or electricity is out for a period of time.)
- H. The menus shall be evaluated and approved annually by the Contractor's registered dietician and the Contract Monitor. Changes to the menus shall be evaluated and approved on a quarterly basis by the Contractor's registered dietician and the Contract Monitor. The evaluations shall be conducted at the Contractor's sole expense.
- I. Contractor must ensure that substitutions to the approved menus must be of equal nutritional quality to the item for which they are substituted.
- J. At the onset of the contract, the Contractor shall provide staff dining in space provided by OCCD and offer a lunchtime meal (available from 1030 – 1300 hours) five days per week. The Contractor will provide one hot meal per day in the current staff dining room. The actual charged price will be negotiated once the contract is set. The current staff price for a meal is \$1.00 per meal and \$1.50 with a fountain drink.

Upon completion of the new dining facility the Contractor is expected to provide staff meals seven days per week to accommodate day and night shift employees. The Contractor is to provide a proposal (with this proposal) which identifies their plan for providing staff dining during a 24 hour day. The proposal shall be for a meal of at least the quality of the inmate meals and with a comparable cost. Inmate workers will not be authorized for use with the preparation or serving of staff meals, however, may be utilized for cleanup and scullery duties. It is envisioned that the current menu will be carried over at the prices listed above. In addition there will be an A la Carte menu and a "ready to go" section that will be priced on a per item basis. Suggested menus should be attached.

6. Inventory and storage:

- A. Food inventories purchased by the Contractor are the property of the Contractor and the Contractor is responsible for any loss, damage, or spoilage.
- B. The Contractor shall be responsible for receiving all goods at the loading dock. The Contractor shall be responsible for the supervision of inmates receiving, unloading and storing food and related items.
- C. The Contractor shall, on a weekly basis, take a physical inventory of food and supply items and that inventory shall be made available to the Contract Monitor.
- D. Food storage spaces available at the current OCCD kitchen facility are:
 - 1. Freezer 480 sq. ft.
 - 2. Cold storage 894 sq. ft.
 - 3. Dry storage 1,094 sq. ft.
 - 4. Janitorial 45 sq. ft.

Note: New kitchen and Staff Dining specifications are available upon request.

- E. Food storage spaces available at the current Work Release kitchen facility are approximately:
 - 1. Freezer 150 sq. ft.
 - 2. Cold storage 250 sq. ft.
 - 3. Dry storage 300 sq. ft.
 - 4. Janitorial 25 sq. ft.

7. Disposables/Expendables:

The Contractor shall furnish all disposables and expendable items related to regular meal service. This shall include, but not be limited to:

- 1. All paper goods
- 2. All plastic goods
- 3. All Styrofoam goods
- 4. Gloves
- 5. Bags and any/all other expendable items used in the Contractor's operation to include all service and delivery.

8. Food Delivery and Service:

The Contractor is solely responsible for the delivery of food to the various facilities to include any needed equipment to ensure proper preparation, delivery, management and compliance with established food service standards.

- A. The Contractor shall deliver meals to each of the facilities. OCCD personnel will accept delivery and supervise the serving of the food at the individual cells by inmate workers.

- B. Food delivery carts must be easily cleanable and shall have casters/tires that will not mar the facilities floors. Damaged casters/tires will be immediately replaced and carts will not be used until proper repairs are completed.
- C. The Contractor shall ensure the delivery of food at established temperatures consistent with code and other requirements. Food items delivered "off-temperature" will be rejected and must be replaced at no cost to the County.
- D. The Contractor shall monitor, document and submit to the Contract Monitor, as requested, minimum and maximum food temperatures at point of service. Hot food shall be delivered at a minimum temperature of 140° Fahrenheit and cold food shall be stored at a maximum temperature of 41° Fahrenheit with a two-hour window for necessary preparation, distribution and service.

9. Equipment and Facilities:

- A. Currently owned OCCD food services equipment shall remain the property of OCCD. A complete inventory of existing/current equipment is attached (**Attachment 1**).
- B. The Contractor will be able to use the equipment that exists in the current kitchen until the opening of the new kitchen and staff dining hall scheduled to open in early 2014. If the Contractor determines that additional equipment items are needed in order to operate the existing kitchen prior to the new kitchen opening, the winning Contractor will be responsible for purchasing those items.
- C. Once the current kitchen and staff dining room closes the existing kitchen and staff dining equipment will no longer be used and OCCD will determine the disposition of said equipment.
- D. Orange County Corrections will equip, at no cost to the Contractor, the new kitchen and dining facility with all kitchen equipment items needed to operate the facility. **However, the exception being that the Contractor will provide new serving trays upon opening of new kitchen. (Attachment 1A)**

Once the Contractor moves into the new kitchen and begins using the new equipment furnished by OCCD, the Contractor will ensure that all necessary maintenance and warranty work on the new equipment are completed at no cost to Orange County. All maintenance and warranty work on all equipment is the responsibility of the Contractor.

The current projected date of moving from the existing kitchen facility into the new kitchen facility is early 2014. **The Proposer shall provide a detailed transition plan for this move to include:**

1. Plan to overcome operations and transition challenges
2. Proposed Gant Chart for transitioning to the new kitchen facility
3. Detailed communications plan
4. Quality Assurance Plan
5. Security plan

Note: The selected proposer may or may not have input into the set up or final design of the new kitchen. This will be determined by Orange County Corrections as the process continues to move forward. In the event the winning proposer does provide input, Orange County will not compensate for any staff time.

- E. Once the new kitchen is operational, the Contractor becomes fully responsible for purchasing and maintaining all kitchen equipment and food services equipment including vehicles for the remainder of the Contract. When new equipment is needed, the Contractor shall purchase and install only new commercial and/or institutional quality equipment.
- F. The Contractor shall be responsible for the replacement of all equipment that becomes unserviceable. Replacement of non-serviceable items and equipment will be coordinated through the Contract Monitor. The Contractor shall take all reasonable and prudent measures necessary to ensure that equipment is properly used and maintained.

Note: All equipment purchases shall be approved by the OCCD Contract Monitor in writing prior to purchase.

- H. Not later than seven (7) days prior to the contract start/service commencement date, the County will provide the Contractor with an up to date inventory of all equipment and a joint inventory of all equipment items will be conducted.
- I. All equipment will be inventoried throughout the contract period and immediately prior to the termination of the Contract.
- J. The Contractor shall ensure that all equipment turned over to OCCD at the end of the contract period is in excellent working order.

10. Safety and Sanitation:

- A. The Contractor shall be responsible for supplying all disposable cleaning supplies, including, but not limited to, chemicals, hand soaps, dishwashing detergents, paper towels, trash bags, rags, gloves, goggles, mops, mop buckets, brooms, dustpans, floor squeegees and any other supplies necessary for cleaning and sanitation not specifically listed as supplied by the OCCD.
- B. All sanitation and cleaning supplies must comply with established security requirements of OCCD Administrative Order IO.104 Hazardous Materials.
- C. The Contractor shall cooperate with all inspections required by all appropriate authorities and the Contract Monitor.
- D. The Contractor shall participate with the Department's internal Fire Safety, Sanitation and Security Inspection Unit (FSSS Unit) and respond, in accordance with Orange County Correction timelines, to deficiencies identified during inspections as scheduled by the Corrections Department.

- E. All sanitation, janitorial, safety, cleaning duties and vermin extermination requirements are the responsibility of the Contractor. This responsibility includes all food service areas, including, but not limited to:
 - 1. Kitchen and food preparation area.
 - 2. All storage areas utilized for food services.
 - 3. Kitchen loading dock, including all the area within the secure perimeter of the loading dock.
 - 4. All sidewalks, staging areas and concrete areas attached/leading to the kitchen.
 - 5. Staff dining room and food service line, storage areas and cleaning or vending areas.
 - 6. Delivery vehicles.
- F. The Contractor shall submit a safety plan to OCCD prior to the Service Commencement Date. The Contractor shall ensure that its safety plan complies, at a minimum, with all Orange County Corrections Department Operating Standards.
- G. The Contractor shall ensure that all hazardous materials and substances are stored and used in compliance with all Operating Standards.
- H. The Contractor's transportation and/or disposal of any waste shall be in compliance with all Orange County Corrections Department Operating Standards.

11. Staffing and Scheduling:

The Contractor shall recognize that the OCCD will provide security personnel, however, the Contractor's staff shall, at all times, abide by and be mindful of the security regulations of the OCCD. The Contractor's staff are required to report any security related issues to OCCD staff immediately.

- A. The Contractor shall submit their proposed standard staffing schedule for all shifts to the Contract Monitor for review and approval prior to beginning operations. Any changes to the final accepted schedule must be approved by the Contract Monitor, in writing, prior to implementation.
- B. The Contractor shall establish and adhere to a minimum staffing level for each shift.
- C. The OCCD shall provide approximately 25-30 inmates on shifts A and B, and approximately 10-12 inmates on shift C, to the Contractor for inmate meal production. Inmate workers assigned to the Contractor shall be supervised by the Contractor for purposes of determining their suitability for continued work within the food service areas. Inmate workers will not be used for staff dining food production or serving, however, may be utilized for cleanup and scullery.
- D. The OCCD shall provide a minimum of one full time Correctional Officer for each shift. The officer's assigned working post will be in the kitchen.
- E. The Contractor's employees shall complete a 16-hour (or more at the discretion of OCCD) course on security and inmate manipulation, taught by

the training unit of the OCCD. This class shall be completed prior to the employee working in the facility. The Contractor's employees may be required to attend additional training as determined by OCCD.

- F. All Contractors' employees shall be attired in a standard uniform, supplied by the Contractor and maintained in a clean and neat condition at all times. Hats with brims will be worn forward, shirts will be kept tucked in to the pants. Hairnets or other approved hair restraints are required whenever in the kitchen area. Employees must maintain proper identification and be in uniform at all times when on jail property.
- G. Food service training for inmates shall be consistent with applicable Operating Standards.
- H. The Contractor shall assign one staff person in the food service unit to serve as the Fire, Safety, Security and Sanitation Officer (FSSSO) and complete the required weekly and monthly reports in the format supplied by the OCCD.

The Orange County Corrections Department (OCCD) is a department of Orange County government and is not affiliated with the Orange County Sheriff's Office. At the present time, OCCD non-Work Release facilities has a design capacity of 3,799 beds, in ten (10) facilities located at the Corrections complex at 3423 Vision Blvd., Orlando, Florida.

CULINARY ARTS/RE-ENTRY/COMMUNITY OUTREACH INITIATIVESCOPE OF SERVICE

1. Introduction

Orange County Corrections Department (OCCD) desires to develop programs that benefit inmates, community corrections offenders and the community. There is a substantial need for programs that emphasize vocational/educational training opportunities, employability skills and job placement. While the Contractor has flexibility to develop programs that achieve these goals, one component of it must include culinary arts and employability skills. Partnerships with existing community agencies that have a history of success are highly encouraged. A second program component shall include a plan for job placement of successful participants. Again, partnerships with the community are highly encouraged

2. Scope

Within (30) thirty days of contract award, the Contractor must provide a plan for design and implementation of an initiative, to Corrections Department Staff, that includes:

- Inmate/Offender industry standard culinary training to include food handling certifications
- Employability training to include Job Readiness/Job Placement training job placement in the community.

3. Examples

As part of the plan for design and implementation of program initiatives, the Contractor shall provide a description of Culinary Arts. Include skills to be learned, as well as any certifications obtained. Length of program and capacity should be included.

4. Employability Training

As part of the plan for design and implementation of program initiatives, the Contractor shall provide a description of an Employability Skills program. Include skills to be learned, as well as any certifications obtained. Length of program and capacity should be included. Include information regarding the experience, certifications or licensing and capacity of any partner agencies.

5. Job Placement/Re-entry/Community Outreach

As part of the plan for design and implementation of program initiatives, the Contractor shall address how they intend to connect inmates with jobs and to reduce barriers for offenders and inmates seeking employment. The Contractor shall identify community partnerships, including with the private sector that will facilitate participant re-entry and provide gainful employment. The Contractor must also demonstrate an understanding of the emphasis placed on developing collaborative partnerships with the local education, businesses, not-for-profit and/or vocational training community.

6. Staffing

As part of the plan for design and implementation of program initiatives, the Contractor shall provide a description of planned staffing for Culinary Arts Training, Employability Skills Training and Job Placement, including Provider staff and staff of any Partner Agency. Resumes for each proposed staff shall be submitted with the proposal.

7. Facilities:

The Work Release Center includes an approximately 3,000 square foot kitchen space, which includes a 586 square foot serving area, dry storage, and walk-in cooler and freezer. There is a 4100 square foot dining area that is available for training when meals are not being served. In addition, there are classrooms for use in both Culinary Arts and Employability Skills training.

8. Outcomes:

As part of the plan for design and implementation of program initiatives, the Contractor shall identify measurable outcomes that will be reported, such as number of individuals trained, number of successful job placements etc. Identify any other participant or community benefits resulting from this/these partnerships.

Below are examples of possible Community Outreach initiatives that might be included as proposed outcomes. These are suggested programs and potential contacts and the County is open to proposals that are not on the list. Orange County has not contacted any of the businesses, organizations or agencies listed and have no knowledge as to whether they are interested in participating with this program. These lists are provided for example only.

- Partner with local vo-tech institutes for culinary training for inmates and offenders on community supervision
- Provide culinary arts scholarships for community offenders and inmates
- Develop an ex-offender employment initiative with the local culinary industry

EXHIBIT B
Orange County, Florida
Effective December 14, 2012 through December 13, 2013

Inmate Meal: \$0.8294

Bagged Meal: \$0.8294

Kosher Meal: Shall not exceed \$4.00 per meal

Staff/Visitor Meals: Without drink- \$1.00
Including large drink- \$1.50

Enhanced Staff Meal: Prices to be mutually agreed upon in accordance with sample menus provided

Miscellaneous Billing: As agreed upon

Pre-Packaged Religious Meal: shall be provided at Contractor's cost. Contractor will credit local trade discounts to the County, however cash discounts or discounts not exclusively related to ARAMARK's operation at the County's facilities shall not be credited to the County.

The prices set forth below are based on an inmate population of between 2,700 and 3,300 inmates. If, at any time during the contract, the population falls below the minimum baseline of 2,700 inmates or above the maximum baseline of 3,300 for a period of 30 days or greater, Orange County and the Contractor agree to negotiate alternative pricing. The expectation is for a potential price increase when the inmate population is below 2,700 (for 30 days or greater) and a potential price decrease when the inmate population rises above 3,300 (for 30 days or greater). At any time when the population reverts back above the minimum of 2,700 or below the maximum of 3,300 for a period of 10 days, the pricing will revert back to the originally agreed upon cost.

EXHIBIT C

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES

Amendment No. __ to Operating Agreement

THIS AMENDMENT NO. __ (the "Amendment"), is entered into this ____ day of _____, 20__ by and between _____, with offices at _____ ("_____"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the ARAMARK Tower, 1101 Market Street, Philadelphia PA 19107 ("ARAMARK").

WHEREAS, _____ and ARAMARK entered into an _____ dated _____ for the management of the food service operation at _____ (as amended, the "Agreement");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with [*Paragraph __ of Amendment No. __ to the Agreement*][*Paragraph __ of the Agreement*], the parties agree that the price per meal charged to _____ by ARAMARK shall be changed as set forth on Attachment A as a result of [*changes in the Consumer Price Index*][*changes in the Market Basket of Products*][*mutual agreement of the parties*]. This price shall be effective from _____, 20__ through _____, 20__. , and shall supersede in all respects the price per meal set forth in Paragraph [] of the Agreement or in any other prior agreements between the parties.

2. **Release:** The methodology used to determine the price increase above, including the Category Weighting percentages ascribed to each Menu Category, has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

3. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. __ to be signed by their duly authorized representatives the day and year first written above.

ARAMARK Correctional Services, LLC

[_____]

By: _____

By: _____

David Kimmel
Vice President Finance

EXHIBIT D

Sample for Orange County, FL			
Market Basket Price Redetermination Statement			
Period Ended OCT 26th, 2012			
<u>CATEGORY</u>	Menu Weighting	OCT Category CPI %	Weighted CPI %
Baked Goods	10.31%	1.62%	0.17%
Beverage	7.02%	0.09%	0.01%
Dairy	7.32%	-1.46%	-0.11%
Grocery	36.40%	1.67%	0.61%
Produce	13.12%	-0.44%	-0.06%
Protein	25.83%	1.72%	0.44%
TOTAL	100.00%		1.06%
OCT 2012 CPI Food Away from Home Index			2.69%
Greater of Market Basket to OCT CPI - Food Away from Home			2.69%

Sample for Orange County, FL			
Market Basket Price Redetermination Statement			
Period Ended AUG 24th, 2012			
<u>CATEGORY</u>	Menu Weighting	AUG Category CPI %	Weighted CPI %
Baked Goods	10.31%	1.96%	0.20%
Beverage	7.02%	0.09%	0.01%
Dairy	7.32%	-2.65%	-0.19%
Grocery	36.40%	2.00%	0.73%
Produce	13.12%	-2.09%	-0.27%
Protein	25.83%	2.53%	0.65%
TOTAL	100.00%		1.12%
AUG 2012 CPI Food Away from Home Index			2.81%
Greater of Market Basket to AUG CPI - Food Away from Home			2.81%

ATTACHMENT 1

CURRENT LIST OF EQUIPMENT IN MAIN KITCHEN

DESCRIPTION	MFG.	MODEL #	SERIAL#
Ice/water dispenser	Serv-End	M-45	02AC011747
Serving Line w/Chiller section 1	Stanley Knight	C-HWEM60	39638
Serving Line w/Chiller section 2	Stanley Knight	none	39640
Serving Line w/Chiller section 3	Stanley Knight	none	39639
Serving Line w/Chiller section 4	Stanley Knight	CS-60S-2	39637
Reach-in Reefer	Traulsen	AHT-1-32WUT	M939680-6N
Reach-in Warmer	Traulsen	none	none
Ice maker	Scotsman	C05305A-1	B10061320014801
Table top mixer	Hobart	none	none
5 H.P. Garbage disposal	Red Goat	C72P-0	RC2087PY
100 gal. Steam kettle	Vulcan/Crown	DP-100	3386411J-2002
100 gal. Steam kettle	Vulcan/Crown	DP-100	3386411J-2003
100 gal. Steam kettle	Vulcan/Crown	DP-100	3386411J-2004
100 gal. Steam kettle	Vulcan/Crown	DP-100	3386411J-2005
100 gal. Gas kettle	Vulcan/Crown	GT-100E	27-1088284
100 gal. Gas kettle	Vulcan/Crown	GT-100E	27-1099477
100 gal. Gas kettle	Vulcan/Crown	GT-100E	27-1099478
100 gal. Gas kettle	Vulcan/Crown	GT-100E	27-1099479
100 gal. Legion Kettle	Legion	LST-100	050158
100 gal. Legion Kettle	Legion	LST-100	050159
100 gal. Legion Kettle	Legion	LST-100	050156
100 gal. Legion Kettle	Legion	LST-100	050157
Dbl. Stack Convection Oven	Vulcan	SG-44D	48-14946 52/664
Dbl. Stack Convection Oven	Vulcan	SG-44D	48-14946 66/663
Dbl. Stack Convection Oven	Vulcan	SG-44D	48-14946 67/672
Dbl. Stack Convection Oven	Vulcan	SG-44D	48-14946 65/671
80 quart floor mixer	Hobart	H600T	11-337-905
Dish Machine	Stero	STPCW-24D	76601-8-09
Disposer	Salvajor	Mdl 500	17479
Disposer	Salvajor	Mdl 500	17480
Tray Rinse Machine	Troughveyor	TV	3827
Tray Rinse Machine	Troughveyor	TV	3828
Tray Conveyor- Electric	none	none	none
Tray Conveyor -Gravity	none	none	none
Tray Conveyor -Gravity	none	none	none
Garbage Disposal	Hobart	FD3-300	2 7-1089-452
Garbage Disposal	Hobart	FD3-12561	27-1089-456
Ice Machine	Hoshizaki	KM-900MAF	J00357D
Reach-in Freezer	Hobart	OF1	32-10799-79
Reach-in Cooler	Hobart	O1	32-1078311
20 Quart Mixer	Hobart	0300T	31-4494-376
Slicer	Hobart	2612	561-118-265

DESCRIPTION	MFG.	MODEL #	SERIAL#
Steamer	Vulcan	VSX42E5	AP-1021857-7U-4917
Tilt-Fryer	Vulcan	GW 6300-149	27-1089879
30 gal. Steam kettle	Vulcan	VEP-40	AP-1021855-7U-4915
30 gal. Steam kettle	Vulcan	VEP-40	AP-1021856-7U-4216
Convection Ovens	Vulcan	SG-40	481289334 TW
Convection Ovens	Vulcan	SG-40	481289336 TW
Convection Ovens	Vulcan	SG-40	481289339 TW
Convection Ovens	Vulcan	SG-40	481289344 TW
Tray Conveyor	Shelcon	STC-25-PS	2666-0209-98
Deep Fryer	Vulcan	1GRS85	481285478
Deep Fryer	Vulcan	1GRS86	481287340
Dish Machine	Hobart	CRS76A	85-1019698
Griddle	Vulcan	4-burner	948-A
Range w/Oven	Vulcan	4-burner	GH-45
Pass-thru Reefer	Hobart	O2	32-1077466
Pass-thru Warmer	Hobart	OU2	1079839
Serving Lines - 4-well	Duke	E304M	03070458
Serving Lines	Serve Well	38025	none
Serving Lines	Serve Well	38015	none

Attachment 1A
LIST OF EQUIPMENT FOR NEW KITCHEN AND STAFF DINING AREAS

Dish/Tray Washer	Bag Meal Prep Table	Pan Rack
Ice Maker	Tray Make Up Tables	Pot Rack
Ice Bin	Delivery Carts	Toasters
Utility Distribution System	Ingredient Bins	Microwave Ovens
Hoods	Floor Trough	Coffee Station
Ansul Systems	Assorted Furniture - Staff & Inmate	Juice Dispenser
Rack Ovens	Double Stack Convection Oven	Condiment Station
Double Stack Convection Oven	Table Top Kettle- 12 Gallon	Cash Register
100 Gallon Insulated Kettle-Steam	Steamer	Furniture
40 Gallon Insulated Kettle-Steam	Range	Mop Sink
100 Gallon Insulated Kettle-Gas	Char Broiler	Small Wares
10 Gallon Insulated Kettle-Table Top	Griddle	Sheet Pans
Range	Refrigerated Griddle Stand	Deep Sheet Pans
Steamers	Deep Fryer	Full Pans
Freezers	Hood	Half Pans
Coolers	Ansul System	Perforated Pans
Warming Units	Reach-In Freezer	Lids
Garbage Disposal	Refrigerator	Hinged Lids
Floor Mixer	Refrigerated Display Case	Inserts
Pressure Washing System	Warming Unit	Strainers
Pressure Washer Accessories	Beverage Counter	Roasting Pans
Air Curtains - Small	Slicer	Fry Pans
Pallet Jack	Table Top Mixer	Stock Pots w/Lids - Large
Wire Shelving	Cold Serving Counter	Stock Pots w/Lids - Small
Pallet Racks	Hot Serving Counter	Ladle 10 oz
Pan Racks	Custom Counter	Ladle 8 oz
Tray Drying Racks	Sneeze Guards	Ladle 6 oz
Hand Sinks	Dishwasher	Ladle 4 oz
Work Tables	Ice Machine/Bin	Ladle 2 oz
Baker's Tables	Wire Shelving	Knives
Work Tables w/Sinks	Storage Shelving	Spatula- Metal
Cook's Tables w/Sinks	Dunnage Racks	Tongs
Vegetable Tables w/Sinks	Three Compartment Sink	Scoops - Small
Work Tables	Hand Sinks	Scoops - Large
Juice Wash Sink	Work Table w/Sink	Can Opener
Juice Prep Sink	Vegetable Table w/Sink	Kettle Paddles
Juice Racks	Dish Cart	Kettle Whip
Pot Sink	Garbage Disposer	Shadow Boards



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C. NO. EXT): 877-945-7378 FAX (A/C. NO.): 888-467-2378 E-MAIL ADDRESS: ivy-karolyn@aramark.com
	INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Indemnity Insurance Company of North Amer INSURER C: INSURER D: INSURER E: INSURER F:
INSURED ARAMARK Correctional Services, LLC ARAMARK Corporation Its Divisions & Subsidiaries ARAMARK Tower, 1101 Market Street, 30th Floor Philadelphia, PA 19107	

COVERAGES **CERTIFICATE NUMBER: 18991434** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Law Liability <input checked="" type="checkbox"/> Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		HDQG27011068	10/1/2012	10/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ None PRODUCTS - COMP/OP AGG \$ None \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Self-Insured for <input checked="" type="checkbox"/> Auto Physical Damage			ISAH08710399	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			CA & MA WLRC47121772	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
B			N/A	AOS WLRC47121784	10/1/2012	10/1/2013	E.L. EACH ACCIDENT \$ 1,000,000
A				WI SCFC47121796	10/1/2012	10/1/2013	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
 ARAMARK's General Liability and Auto Liability policies are noncancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability.

RE: Contract Y12-182. County is included as Additional Insured per policy terms & conditions. Above insurance is Primary and Non-Contributory to any other insurance as respects the liability arising out of ARAMARK's negligent act or omission. Waiver of Subrogation is provided in favor of County per policy terms & conditions as permitted by law. Above policies are occurrence-based with

CERTIFICATE HOLDER Orange County Board of County Commissioners c/o Purchasing and Contracts Division 400 E. South Street Orlando, FL 32801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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