

Maria I. Sanchez

From: Lucille Samuel
Sent: Tuesday, June 02, 2009 9:40 AM
To: Maria I. Sanchez
Subject: FW: Operating Agreement -Commissary Services/Aramark and El Paso County Sheriff's Department (KK-09-077)
Attachments: k09077_Aramark Commissary Agreement-FINAL.pdf; K09077_Aramark Exhibit A_FINAL.pdf

Here is another one for today. Thanks Ines.

R. Lucille Samuel
El Paso County Sheriff's Office
Budget Director
(915) 538-2286 Ext 2793/2791
Work Cell (915) 479-1517
Fax (915) 538-2246

From: Christina Sanchez
Sent: Tuesday, June 02, 2009 9:37 AM
To: Sylvia Aguilar (Chief); Michaela Hebeker (Lt.); Wendy Wisneski (Commander); Holly Lytle
Cc: Lucille Samuel; Josefina Vasquez; Alicia Vera
Subject: Operating Agreement -Commissary Services/Aramark and El Paso County Sheriff's Department (KK-09-077)

COUNTY LEGAL REVIEW FORM

KK-09-077

Contract Description: Operating Agreement between ARAMARK Correctional Services, LLC and the El Paso County Sheriff's Department to provide commissary services at the El Paso County Sheriff's Department downtown Detention Facility and Jail Annex.

COUNTY ATTORNEY ACTION**

****Requested Amendments/Clarifications:** We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

 X Approved as to Form as Submitted
 Approved as to Form with Amendments/Modifications/Reservations Noted
Below*

6/2/2009

_____ Not Approved

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

Christina Sanchez
Assistant County Attorney

OPERATING AGREEMENT - COMMISSARY SERVICES

This **COMMISSARY AGREEMENT** (the "Agreement") is made as of _____, _____ between the **El Paso County Sheriff's Department**, with offices at 601 E. Overland, El Paso, Texas 79941-0125 (the "County"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business at the ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania 19107 ("ARAMARK").

WITNESSETH:

1. GRANT: The County hereby grants to ARAMARK the exclusive right to provide commissary services for its inmates, staff and visitors at the El Paso County Sheriff's Department located at the downtown Detention Facility at 601 E. Overland, El Paso, Texas 79901 and the Jail Annex at 12501 Montana, El Paso, Texas 79934 (the "Facility"). ARAMARK shall provide a large selection of food, candy (to exclude taffy and similar products), nonalcoholic beverages, health and drug items, and general merchandise, including quality brand name products (collectively, the "Products"), all of which shall be subject to the approval of the County. The County hereby approves all Products set forth on **Exhibit A** attached hereto. The effective date of this Agreement shall be November 1, 2008 (the "Effective Date").

2. OPERATIONAL RESPONSIBILITIES:

A. FACILITIES AND EQUIPMENT: The County shall, at its expense, provide ARAMARK with adequate office and storage facilities at the Facility completely equipped and ready to operate together with such heat, and utilities services as may be reasonably required for the efficient performance of the Services. ARAMARK shall be responsible for their personal long distance business telephone service. ARAMARK shall install such computer hardware and related equipment and software (collectively "Computer Equipment"), including but not limited to ARAMARK's ACTFAS_® commissary management information systems (the "ACTFAS_® System") as necessary to support ARAMARK's commissary operations. In addition, ARAMARK shall install the Go-Cart ordering system, iCare e-commerce system and lobby kiosks to support the commissary services during the term of this Agreement at such times as mutually agreed upon. ARAMARK shall remove all Computer Equipment upon the expiration or termination of this Agreement. The ACTFAS_® System is and shall at all times be owned by ARAMARK, which shall hold all rights relative thereto except as may be expressly granted hereunder and then only to the extent of such express grant. All use of the ACTFAS_® System at the Facility shall immediately cease upon the expiration or termination of this Agreement. ARAMARK shall be responsible to support and maintain all Computer Equipment during the term of this Agreement, but any and all such obligations shall cease upon the termination or expiration of this Agreement. To the extent that it is necessary for ARAMARK's or the County's employees to be trained to use the ACTFAS_® System, ARAMARK shall provide such training, provided that ARAMARK shall have no other training obligations hereunder.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for any County-owned equipment. The County shall run such cable and wiring, and shall perform such systems integration, as necessary to enable the ACTFAS_x System to support ARAMARK's commissary operations.

B. FORCE MAJEURE: In the event of a Force Majeure, the County shall assist ARAMARK by permitting reasonable variations in ARAMARK's Product offerings and service methods. However, ARAMARK shall not be relieved of its responsibility to provide commissary services under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "Force Majeure" means any war, riot or other disorder, strike or other work stoppage, fire, flood, or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. PRODUCTS AND PRODUCT DELIVERY: ARAMARK personnel shall transport such Products ordered by inmates to inmates in a timely manner. Aramark staff is not allowed to make deliveries to individual inmates without El Paso County Sheriff Office security staff present. Any and all deliveries by Aramark staff to individual inmates must be in the presence of El Paso County Sheriff Office security staff.

All Products ordered by inmates must be placed and delivered in clear plastic/paper containers. Any metal Products or Product containers are not allowed. Every Aramark Product and Product delivery is subject to search by El Paso County Sheriff Office staff.

D. SANITATION: ARAMARK shall be responsible for janitorial service in the commissary areas under ARAMARK's control, and the County shall provide janitorial services for the remainder of the Facility. The County shall be responsible for extermination services and the removal of trash and garbage from the commissary areas.

E. PERSONNEL: ARAMARK shall provide on-site management and supervisory personnel, commissary personnel, and from ARAMARK's headquarters location, expert administrative and purchasing advice related to the commissary operation.

The County acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, technical manuals, policy and procedure manuals and plans, techniques, including but not limited to, the ACTFAS® System, and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's supervisory employees.

Therefore, the County agrees that supervisory employees of ARAMARK shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit supervisory employees of ARAMARK to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to ARAMARK, and ARAMARK shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each ARAMARK supervisory employee hired by the County or allowed to work on the County's premises in violation of the terms of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. Aramark staff is required to pass a full background check before being allowed at the El Paso County Sheriff's Department downtown detention facility and the Jail Annex. Aramark is responsible for a \$6.00 fee for each Aramark employee background check required under this section.

Aramark staff is required to be trained on El Paso County Sheriff Office security policies and procedures. This includes Aramark employees participating in emergency evacuations.

F. EQUAL EMPLOYMENT OPPORTUNITY: ARAMARK and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age between 18 and 70, marital status, or other criteria made illegal by state or federal law or County policy. In addition, ARAMARK agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

G. HEALTH EXAMINATIONS: If required by law, ARAMARK shall cause its employees assigned to duty at the Facility to submit to periodic health examinations, and to submit satisfactory evidence of compliance with all health regulations to the County upon written request.

H. INSURANCE AND INDEMNIFICATION: ARAMARK shall furnish certificates of insurance as follows:

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not limited to) the following: Premises/operation; independent contractors; personal injury; products/completed operation; contractual liability, with a combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence.

The County and ARAMARK waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

ARAMARK agrees to defend, indemnify and hold harmless the County, its officers, employees, agents and servants for claims for bodily injury (including death) and damage to tangible property caused by the sole negligence or a wrongful act of ARAMARK in the performance of this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. However, it is expressly understood that ARAMARK shall not be responsible for damages caused by inmates. Neither any of the County's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of ARAMARK and no liability is or will be incurred by ARAMARK to such persons, except for bodily injury to such persons caused by ARAMARK's sole negligence. Each party shall promptly notify the other of any claim and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.

I. COMPLIANCE WITH LAWS: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for ARAMARK employees, suppliers, management and other authorized visitors.

J. RETURN OF EQUIPMENT: ARAMARK shall return to the County at the expiration or on any termination of this Agreement the commissary areas under ARAMARK's control and all equipment furnished by the County in the condition in which received, except for ordinary wear and tear and except to the extent that such commissary areas and equipment may have been lost or damaged by fire, flood, or other disaster, and except to the extent that such equipment may have been stolen by persons other than employees of ARAMARK without negligence on the part of ARAMARK or its employees.

K. LICENSE, FEES, PERMITS, AND TAXES: ARAMARK shall secure and pay for all federal, state and local licenses, permits and fees required for the commissary operation. ARAMARK shall be responsible for all sales, use, excise and state and local business and income taxes attributable to the commissary operation and the sales of Products.

3. FINANCIAL ARRANGEMENTS:

A. PRODUCT ORDERS: ARAMARK shall process orders for Products from inmates in accordance with ARAMARK's standard procedures. The County shall be responsible to collect, record and make disbursements from inmate commissary accounts for purchases of such Products; provided, however, that ARAMARK shall have access to each inmate account solely for the purpose of verifying that there are sufficient funds in such account to cover a Product order placed by such inmate, including but not limited to, any sales, use or other taxes related thereto. Aramark is required to report to Facility commanders any orders more than \$60.00.

B. BILLING AND PRICES: ARAMARK shall determine the prices at which Products shall be sold (See Exhibit A). If ARAMARK sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, ARAMARK may increase its prices to recover such increased costs, maintaining its historical mark-up. ARAMARK shall have the right to implement such price increases twenty (20) working days after written notice to the County of ARAMARK's need to do so. ARAMARK shall submit to the County on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by ARAMARK during such week, if any. The term "Gross Sales" shall mean total Products sales, including sales or use taxes, less authorized returns. The term "Net Sales" shall mean total Products sales less sales or use taxes and authorized returns. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the County for subsequent delivery to the inmate, and the Product is not returned. For purposes of this Agreement, no returns will be honored, unless the inmate who ordered a Product, refuses delivery of such Product at the time such Product is delivered, or unless such inmate is released prior to such delivery, and fails to claim such Product within seventy-two (72) hours after release.

C. MANNER OF PAYMENT: ARAMARK shall bill the County on a weekly basis for Gross Sales made during the immediately preceding week, together with any additional services provided during such week. Payment shall be made by check payable to ARAMARK Correctional Services, LLC.

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

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in Section 7 hereof.) Chapter 2251 of the Texas Government Code dictates when a governmental entity must pay a vendor and establishes the appropriate late fee if the governmental entity does not pay the vendor in a timely manner. Thus, the statutory terms in Chapter 2251 of the Texas Government Code are adopted as part of this contract and will be applied in determining when payment shall be made and the amount, if any, of late charges assessed.

The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within thirty (30) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs.

ARAMARK shall provide the County with a comprehensive monthly summary of Gross Sales, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

D. COMMISSIONS: ARAMARK shall pay to the County a commission in an amount equal to forty-two percent (42%) of Net Sales of all Products, other than tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales (including debit cards). Within fifteen (15) days after the end of each month, ARAMARK shall deliver to the County a check covering commissions on Net Sales made during such month.

E. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK's control, including, but not limited to, a change in the scope of ARAMARK's services, a decrease in the Facility's inmate population or the availability of inmate labor; increases in food, fuel, equipment, utilities and supply costs, Federal, State and local sales, and other taxes and other operation costs or other unforeseen external market conditions outside ARAMARK's control, then ARAMARK shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK's prices or modifications to ARAMARK's scope of services.

F. ADDITIONAL SERVICES: Upon request, ARAMARK may from time to time provide training services to the County and its personnel, training such personnel in the operation of the ACTFAS System. ARAMARK will bill for, and the County shall pay, ARAMARK's then-current fee for such training services, and the County shall reimburse ARAMARK for travel, meals and lodging expenses, and the direct cost of training materials, incurred in connection with such training services. Food, beverage and other services required by the Facility outside the scope of this Agreement shall be provided by ARAMARK upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

G. FINANCIAL COMMITMENT. In consideration of entering into this new Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ARAMARK shall make a financial commitment to Client in an amount up to \$25,000 (the "Financial Commitment"). County agrees to invest the Financial Commitment for data wiring related to the services provided under this Agreement. Any equipment purchased by ARAMARK on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment upon such resale. County acknowledges that it is a tax-exempt entity and will provide ARAMARK with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five years, commencing upon the complete expenditure of the Financial Commitment. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse ARAMARK for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the date the Financial Commitment was finalized at the Prime Rate plus two percentage points per annum, computed each Accounting Period on the declining balance. In the event such amounts owing to ARAMARK are not paid to ARAMARK within 30 days of expiration or termination, County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of ARAMARK to charge interest for late payment shall not be construed as a waiver of ARAMARK's right to receive payment of invoices within 30 days of the invoice date.

4. ACCESS AND RECORDS: ARAMARK will maintain accurate books and records in connection with the commissary service operation and shall retain such records for twelve (12) months after the expiration or any termination of this Agreement.

5. TERM OF AGREEMENT: This Agreement shall commence on November 1, 2008, and shall continue through October 31, 2009. Thereafter, the County and ARAMARK have five (5) renewal options for additional periods of twelve (12) months each, provided that the services to be provided, and the commission payable to the County, for the extension period, have been mutually agreed upon by the County and ARAMARK.

6. TERMINATION:

A. TERMINATION FOR CONVENIENCE: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days notice to the other party.

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

C. CONSEQUENCES OF TERMINATION: If this Agreement is terminated under any circumstances, the County shall pay ARAMARK for all services provided by ARAMARK up to and including the date of termination, at the rates and within the payment periods set forth in this Agreement. The County's obligation to pay for services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by ARAMARK, to purchase ARAMARK's usable inventory of products and supplies. The purchase price for such inventory shall be ARAMARK's invoice cost.

7. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

8. CONFLICTS OF INTEREST: ARAMARK covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

9. CONFIDENTIAL INFORMATION: All financial, statistical, operating and personnel materials and information, including, but not limited to, the ARAMARK System, related to or utilized in ARAMARK's business (collectively, the "ARAMARK Proprietary Information") is and shall remain confidential and the sole property of ARAMARK and constitutes trade secrets of ARAMARK. The County shall keep all ARAMARK Proprietary Information confidential and shall use the ARAMARK Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any ARAMARK Proprietary Information without the prior written consent of ARAMARK. Upon the expiration or any termination of this Agreement, all manuals, software, computers, diskettes, disks and disk drives, and other materials or documents containing any ARAMARK Proprietary Information, shall be returned to ARAMARK.

10. ASSIGNMENT: ARAMARK may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that ARAMARK may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, ARAMARK.

11. PRESS RELATIONS: ARAMARK shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

12. EXTENT OF AGREEMENT: This Agreement, together with ARAMARK's proposal and the County's specifications, represent the entire agreement and understanding between the County and ARAMARK and supersede all prior negotiations, representations or agreements, either written or oral, including without limitation, any request for proposal, invitation to bid, bid specifications, bids, proposals or other similar documents (collectively, the "Request for Proposal"). In the event of a conflict between this Agreement, and Request for Proposal, this Agreement shall govern. This Agreement may be amended only by written instrument signed by both the County and ARAMARK.

13. SEVERABILITY: If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

14. WAIVER: The failure of ARAMARK or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives.

EL PASO COUNTY

By: _____ DATE: _____

Anthony Cobos, County Judge

ARAMARK Correctional Services, LLC

By: _____ DATE: _____

David Kimmel, Vice President, Finance

Exhibit A = Product/Price List

0201	COFFEE - REG SINGLE	\$ 0.30	0411	CHIPS-Cheddar&Sour Cream	\$ 0.60	0641	PANTIES SIZE 5	\$ 2.30	0756	LEGAL PAD	\$ 1.85
0220	COFFEE- DECAF SINGLE	\$ 0.35	0412	CHIPS-JALAPENO	\$ 0.68	0642	PANTIES SIZE 6	\$ 2.30	0757	PENCIL - GOLF	\$ 0.30
0202	COFFEE-8 OZ	\$ 8.99	0413	CHIPS-BUFFALO RANCH 1.75	\$ 0.99	0643	PANTIES SIZE 7	\$ 2.30	0759	PLAYING CARDS	\$ 2.05
0203	FRUIT PUNCH - SINGLE	\$ 0.35	0414	CHIPS- HOT FRIES	\$ 0.68	0644	PANTIES SIZE 8	\$ 2.30	0760	WRITING PAD	\$ 1.40
0204	HOT CHOCOLATE - SINGLE	\$ 0.35	0415	PORK SKINS- HOT	\$ 0.99	0645	PANTIES SIZE 9	\$ 2.55	0761	HOT POT	\$ 26.99
0205	ICE TEA - SINGLE	\$ 0.35	0407	PEANUTS - HONEY ROASTED	\$ 0.57	0646	PANTIES SIZE 10	\$ 2.30	0762	SKETCH PAD	\$ 6.99
0206	LEMONADE - SINGLE	\$ 0.35	0408	PEANUTS - SALTED	\$ 0.57	0647	PANTIES SIZE 11	\$ 2.55	0763	MUG 14 OZ	\$ 2.99
0221	CHERRY- SINGLE	\$ 0.35	0416	CHEEZ-IT CRACKERS	\$ 0.99	0648	PANTIES SIZE 12	\$ 2.55	0765	ENVELOPE NO STAMP	\$ 0.20
0222	ORANGE- SINGLE	\$ 0.35	0451	BROWNIE	\$ 0.90	0649	PANTIES SIZE 13	\$ 2.55	0766	COLOR PENCILS SHORT	\$ 3.45
0223	CHERRY- 6 oz	\$ 1.25	0452	COOKIES - CHOC CHIP	\$ 0.89	0951	SPORTS BRA-M	\$ 8.05	0901	BERGAMOT	\$ 1.99
0224	ORANGE- 6 oz	\$ 1.25	0453	COOKIES - OREO	\$ 0.89	0952	SPORTS BRA-L	\$ 8.05	0902	COCOA BUTTER	\$ 2.79
0225	FRUIT PUNCH - 6 oz	\$ 1.25	0454	COOKIES - OATMEAL	\$ 0.89	0953	SPORTS BRA-XL	\$ 8.05	0903	COMB 5 INCH	\$ 0.50
0226	ICE TEA - 6 oz	\$ 1.25	0460	GRANOLA BAR	\$ 0.70	0954	SPORTS BRA- 2XL	\$ 9.05	0904	CONDITIONER	\$ 2.79
0211	SUGAR CUBES	\$ 2.75	0461	HONEY BUN	\$ 1.00	0609	BOOTIE SOCKS	\$ 2.40	0905	CURL ACTIVATOR	\$ 1.99
0212	SUGAR SUB. 10 PK	\$ 0.59	0462	MOON PIE - CHOC	\$ 0.70	0631	GYM SHORTS - S	\$ 8.05	0907	DEODORANT - MENS	\$ 3.00
0213	CREAM	\$ 0.65	0463	MOON PIE - VANILLA	\$ 0.70	0632	GYM SHORTS - M	\$ 8.05	0906	DEODORANT-LADIES	\$ 3.00
0214	PEPSI	\$ 1.29	0470	CHEESE DANISH	\$ 1.19	0633	GYM SHORTS - L	\$ 8.05	0908	HAIR BRUSH - CLUB	\$ 1.80
0215	DIET PEPSI	\$ 1.29	0471	APPLE DANISH	\$ 1.09	0635	GYM SHORTS - 2XL	\$ 8.05	0909	HAIR DRESSING COND	\$ 2.99
0216	SIERRA MIST	\$ 1.29	0472	CHERRY CHEESE CLAW	\$ 1.09	0634	GYM SHORTS - XL	\$ 8.05	0910	CAUGH DROPS - MENTHOL	\$ 4.49
0217	ORANGE SODA	\$ 1.29	0423	CHOCOLATE CUP CAKE	\$ 1.00	0610	WASHCLOTHS	\$ 1.05	0911	LIP BALM	\$ 1.25
0218	BOTTLED WATER	\$ 1.05	0466	CINNAMON ROLLS	\$ 0.99	0615	THER BOTM - M	\$ 6.55	0912	MEDICATED SKIN CREAM	\$ 2.65
0301	BABY RUTH	\$ 0.99	0501	BEEF STICK	\$ 0.99	0616	THER BOTM - L	\$ 6.55	0913	ATHLETE FOOT CREAM	\$ 2.99
0302	BUTTERFINGER	\$ 0.99	0502	GRAPE JELLY	\$ 2.80	0617	THER BOTM - XL	\$ 6.55	0914	SHAMPOO - DANDRUFF	\$ 2.35
0303	HERSHEY ALMONDS	\$ 0.99	0503	CHEESE - JALAPENO SS	\$ 0.70	0618	THER BOTM - 2XL	\$ 6.55	0915	SHAMPOO - LARGE	\$ 2.79
0304	M&M PEANUT	\$ 0.99	0523	PEANUT BUTTER-Squeezer	\$ 0.65	0619	THER BOTM - 3XL	\$ 6.55	0916	SHAMPOO - SMALL	\$ 0.90
0305	M&M PLAIN	\$ 0.99	0505	PEANUT BUTTER CREAMY	\$ 3.69	0620	THER BOTM - 4XL	\$ 6.55	0917	ANTACID TABLETS	\$ 1.25
0306	MILKYWAY	\$ 0.99	0511	SALTINES	\$ 0.80	0621	THERM TOP - M	\$ 6.55	0918	LOTION - ALOE VERA	\$ 2.99
0361	KIT KAT	\$ 0.99	0512	SOUP CUP OF BEEF	\$ 1.05	0622	THERM TOP - L	\$ 6.55	0919	SOAP - DIAL	\$ 1.25
0309	REECES P/B CUP	\$ 0.99	0513	SOUP - CUP OF CHICKEN	\$ 1.05	0623	THERM TOP - XL	\$ 6.55	0920	SOAP - IRISH SPRING	\$ 1.35
0310	SKITTLES	\$ 0.99	0514	SOUP - CUP OF SHRIMP	\$ 1.05	0624	THERM TOP - 2XL	\$ 6.55	0921	SOAP - IVORY	\$ 0.89
0311	SNICKERS	\$ 0.99	0519	HOT SAUCE	\$ 1.39	0625	THERM TOP - 3XL	\$ 6.55	0922	SOAP - TONE	\$ 1.35
0312	STARBURST	\$ 0.99	0520	REFRIED BEANS	\$ 2.99	0626	THERM TOP - 4XL	\$ 6.55	0925	TOOTHBRUSH	\$ 0.50
0314	THREE MUSKETEERS	\$ 0.99	0521	BEANS & CHORIZO	\$ 3.29	0627	X STRAP FLIP FLOPS - S	\$ 1.30	0927	TOOTHPASTE 4.2 OZ	\$ 3.09
0317	JOLLY RANCHERS	\$ 0.99	0522	BEANS & JALAPENO	\$ 3.29	0628	X STRAP FLIP FLOPS - M	\$ 1.30	0926	TAMPON - REGULAR	\$ 0.25
0318	ROOT BEER BARRELS	\$ 0.80	0601	BOXERS - S	\$ 3.65	0629	X STRAP FLIP FLOPS - L	\$ 1.30	0704	16 STAMPS	\$ 0.01
0320	STAR-MINTS	\$ 0.99	0602	BOXERS - M	\$ 3.65	0630	X STRAP FLIP FLOPS - XL	\$ 1.30	0710	24 STAMP	\$ 0.02
0321	ATOMIC FIRE BALL	\$ 0.99	0603	BOXERS - L	\$ 3.65	0636	SWEAT SHIRT-S	\$ 10.05	0705	\$0.42 POSTAGE STAMP	\$ 0.42
0401	CHIPS - BBQ	\$ 0.60	0604	BOXERS - XL	\$ 3.65	0637	SWEAT SHIRT-M	\$ 10.05	0706	\$0.52 STAMPED ENVELOPE	\$ 0.52
0420	CHIPS - HOT CHEETOS	\$ 0.60	0802	BOXERS - M	\$ 3.65	0638	SWEAT SHIRT-L	\$ 10.05	1005	DSI CALL TIME- \$5	\$ 5.00
0402	CHIPS - CHEETOS	\$ 0.60	0603	BOXERS - L	\$ 3.65	0639	SWEAT SHIRT-XL	\$ 10.05	1010	DSI CALL TIME- \$10	\$ 10.00
0403	CHIPS - CORN CHIP	\$ 0.60	0604	BOXERS - XL	\$ 3.65	0640	SWEAT SHIRT 2XL	\$ 14.99	120	DSI CALL TIME- \$20	\$ 20.00
0404	CHIPS - NACHO	\$ 0.60	0605	BOXERS - 2XL	\$ 4.05	0764	9X12 ENVELOPE	\$ 0.40	1050	DSI CALL TIME- \$50	\$ 50.00
0405	CHIPS - REGULAR	\$ 0.60	0606	BOXERS - 3XL	\$ 4.05	0751	PEN BLACK	\$ 0.90	1100	DSI CALL TIME- \$100	\$ 100.00
0410	CHIPS-HABANERO 1.75oz	\$ 0.99	0607	BOXERS - 4XL	\$ 5.05	0753	LAUNDRY DET - SINGLE	\$ 1.29	PURCHASE LIMIT \$100		
Effective January 1, 2009			0608	BOXERS - 5XL	\$ 5.05	0755	ERASER - PENCIL CAP	\$ 0.20	\$100 purchase limit excludes telephone debit card purchases		