

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2016 Legislative Session

Legislative Day No. 08

Resolution No. 49-2016

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION APPROVING A FOOD SERVICE AGREEMENT BETWEEN ARAMARK CORRECTIONAL SERVICES, LLC AND WICOMICO COUNTY, MARYLAND, AND AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE THE AGREEMENT.

WHEREAS, a Request for Proposal for Food Service Management for the inmate population and staff at the Department of Corrections was released in April 2010; and

WHEREAS, the bid award was given to Aramark Correctional Services, LLC; and

WHEREAS, Resolution No. 03-2011, authorized the County Executive to enter into a Food Service Agreement with Aramark Correctional Services for a period of six years; and

WHEREAS, the County desires to enter into a new Food Service Agreement for a period of three years, commencing July 1, 2016 and ending June 30, 2019, with the option to renew said agreement for two additional one-year terms; and

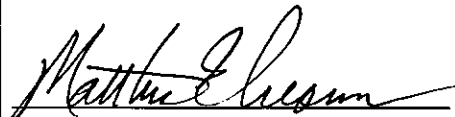
WHEREAS, the Food Service Agreement is being awarded without competitive bidding, in accordance with Section 802(B) of the Charter, subject to a supermajority vote of the County Council.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND AS FOLLOWS:

1. The County Executive of Wicomico County is authorized to enter into the Food Services Agreement with Aramark Correctional Services, LLC.
2. The Food Service Agreement shall be in substantially the same form attached hereto as Exhibit A and made a part hereof, and in such form the Food Service Agreement is hereby approved as to form and content.

Done at Salisbury, Maryland, this 19th of April, 2016.

ATTEST:

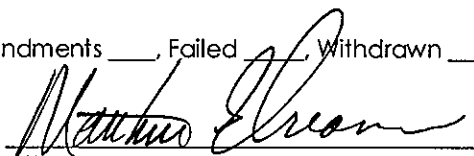

 Matthew E. Creamer,
 Council Administrator

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND


 John T. Cannon,
 Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments , Failed , Withdrawn by the County Council on April 19, 2016.

Certified by 
 Matthew E. Creamer, Council Administrator



FOOD SERVICE AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2016, by and between Wicomico County, Maryland, a body corporate and politic (hereinafter referred to as "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, hereinafter referred to as "Aramark".

County and Aramark, in consideration of the mutual promises, terms and conditions provided herein, agree to the following:

SECTION 1 - PURPOSE AND STANDARD OF SERVICES

- 1.1. This agreement sets forth the responsibilities and clarifies the relationship between the County and Aramark.
- 1.2. The services performed by Aramark shall be performed in comparable manner and with the same degree of care, skill, diligence, competency, and knowledge which is ordinarily exhibited and possessed by other professionals in good standing in the same or similar field in the same community as Aramark.
- 1.3. Aramark shall furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with the terms of this Agreement or as may be, from time to time mutually agreed upon by the parties hereto. The food service shall meet all current regulations as established by:
 - 1.3.1. The American Correctional Association;
 - 1.3.2. The Food and Nutritional Board of the National Academy Science as prescribed for inmates;
 - 1.3.3. The State of Maryland Commission Correctional Standards.

SECTION 2 - CONSIDERATION

- 2.1. Aramark shall perform the services as described in this agreement. County agrees to pay for the services in the manner as described in Attachment C.

SECTION 3 - TERM

- 3.1. The effective date is July 1, 2016.
- 3.2. The expiration date is June 30, 2019. The parties shall have the option to renew this agreement for up to two additional one-year terms upon execution of an extension agreement signed by the parties. On or about January 1, 2019, Aramark shall submit to County a cost proposal for providing service for the renewal term. If the proposal is acceptable to the County, the parties may extend the agreement for a one year renewal term. Similar proposals shall be made in January of 2020 and 2021. County may elect to accept Aramark's proposal, negotiate the terms, or may elect to initiate a competitive process. County is under no obligation to agree with Aramark for renewal terms.

SECTION 4 - ADDITIONAL DOCUMENTS AND ATTACHMENTS

- 4.1. The following documents are incorporated into this agreement:
 - 4.1.1. Request for Proposal for Food Service Management - Bid Return Date April 23, 2010.
 - 4.1.2. Aramark's proposal letter dated October 7, 2015
- 4.2. The following Attachments are incorporated into and made a part of this agreement:
 - 4.2.1. Attachment A - Scope of Services
 - 4.2.2. Attachment B - Equipment Management Operation

- 4.2.3. Attachment C - Consideration
- 4.2.4. Attachment D - Wicomico County Standard Terms and Conditions
- 4.2.5. Attachment E - Form Amendment for Implementing Market Basket Increases
- 4.2.6. Attachment F - Sample County Statement – Market Basket of Products Calculation

4.3. In the event there is a conflict between the documents and attachments comprising this agreement, the following order of precedence shall apply: the terms and conditions in the body of this agreement; Attachment D, Attachment A, Attachment B; the RFP; and Aramark's Proposal Letter.

SECTION 5 - Agreement Officer / Representative

5.1. Agreement Officer has approval authority for deviations from the terms of the basic agreement:

Mr. George Kaloroumakis
 Director of Corrections
 Wicomico County Department of Corrections
 411 Naylor Mill Road
 Salisbury, Maryland 21801
 410-548-4859 Ext. 303

5.2 Agreement Officer's Representative responsible for issuing and administering any orders placed hereunder:

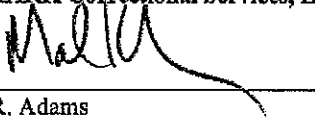
Cheryl Fairbanks, Food Service Manager
 Wicomico County Department of Corrections
 411 Naylor Mill Road
 Salisbury, Maryland 21801
 410-548-4859 Ext. 305

SECTION 6 - SIGNATURES

Aramark:

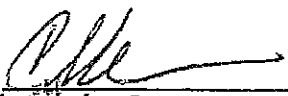
By my signature below, I certify that I am authorized to execute this agreement on behalf of Aramark.

ARAMARK Correctional Services, LLC

By: 
 Mark R. Adams
 Vice President, Finance

Wicomico County, Maryland

By: _____
 Bob Culver
 Wicomico County Executive

Witness: 
 Name: Christopher Stearns
 Assistant Secretary
 Date:

ATTEST: _____
 R. Wayne Strausburg
 Director of Administration
 Date:

ATTACHMENT "A"
SCOPE OF SERVICES

Section 1. Aramark's Responsibilities.

- 1.1. Aramark shall be responsible for providing all services stated in this solicitation. This includes, but is not limited to the purchase, delivery, storage, preparation, service of food and related food service items to the inmate population and staff at the Department of Corrections. Aramark shall be responsible for all kitchen equipment, this includes, but is not limited to training of personnel on proper usage, cleaning, repair and maintenance and replacement of equipment.
- 1.2. Aramark shall provide each inmate with three and each staff member with one nutritionally balanced meal (s) per day. At least two of the meals shall have "hot" entrees. For inmates who have special dietary needs, as determined by medical or religious authorities, Aramark shall provide those inmates meals which meet those needs. Aramark may be called upon to cater other events both within the Department and on occasion, offsite. The meals shall be served according to an agreed upon schedule and in compliance with standards of the Maryland Commission on Correctional Standards, the Wicomico County Health Department and any other duly authorized inspecting or regulatory organization.
- 1.3. Aramark shall ensure all food preparation utensils and equipment such as knives, spatulas, ladles, et cetera, are carefully inventoried and accounted for at the beginning, during and at the end of each shift. Should any identified utensils or equipment be found missing the shift supervisor must be notified immediately. When not in use, said utensils will be stored in a locked, tamper proof cabinet. Aramark shall be responsible for maintaining security of all supplies and equipment used in the provision of work.
- 1.4. Aramark shall be responsible for proper usage, maintenance, repair and replacement of all kitchen equipment (new and existing), in both the culinary unit and the staff dining room. This equipment includes, but is not limited to, the walk in refrigeration system Aramark has proposed to install pursuant to this contract.
- 1.5. Aramark is responsible for sanitation and cleanliness of all areas and equipment related to the production of meals, for inmates and staff including preparation, sanitation, storage and delivery. This includes the staff dining room.
- 1.6. Aramark's food service manager or designee shall be responsible for responding to all inmate questions or concerns regarding the quantity or quality of food being served.
- 1.7. Personnel
 - 1.7.1. Employees of Aramark must have an initial physical examination before commencing any service included in the scope of work and annually thereafter. Aramark and their employees must specifically comply with all relevant requirements of the Maryland Commission on Correctional Standards (MCCS). The cost of physical examinations shall be borne by Aramark.
 - 1.7.2. Aramark shall not employ any person less than 18 years of age in fulfillment of the services required in the RFP.
 - 1.7.3. Aramark shall ensure all new employees hired attend a Security Orientation and other training as required by the County. This may involve up to seven (7) weeks of pre-service academy training at an off-site facility at the expense Aramark.
 - 1.7.4. Aramark shall provide its employees with complete uniforms, to include company logo, hair covering device (baseball-cap style and /or hairnet), and disposable plastic gloves at Aramark's cost. Aramark shall also provide hair coverings and plastic gloves to inmate food service workers.
 - 1.7.5. Aramark is responsible for ensuring that no person shall be employed to fulfill this agreement unless said person has successfully cleared a pre-employment background check conducted by the Department of Corrections.
 - 1.7.6. Aramark is responsible for ensuring no person employed by Aramark in the fulfillment of the Contract shall have a criminal conviction, unless such conviction has been fully disclosed to the County and employment has been pre-approved by the County's authorized representative.
 - 1.7.7. It is Aramark's responsibility to disclose to the County's authorized representative any arrest or conviction of an employee that may occur subsequent to employment.
 - 1.7.8. It is Aramark's responsibility to provide a copy of the Department's applicable rules and regulations governing employee behavior within the facility to all employees. The employee shall sign a statement acknowledging receipt and Aramark shall maintain a copy on the employee's personnel folder.
- 1.8. Aramark shall provide at no cost to the County food service training for all new employees and inmate workers assigned to food service. This includes information about bacterial contamination, chemicals, rodents, insects,

parasites, proper sanitation procedures, personal hygiene, relevant laws, safe and proper preparation, serving and storage of food and meals.

- 1.9. Aramark is responsible for ensuring the deliveries of supplies to the facility within times acceptable to the County. Merchandise is to be delivered to the Wicomico County Department of Corrections, 411 Naylor Mill Road, Salisbury, Maryland 21801 between the hours of 6:00 a.m. - 2:30 p.m. Monday through Friday unless specific arrangements are made with the department's authorized representative. No deliveries will be accepted on weekends.
- 1.10. Aramark shall immediately report to the department's shift commander on duty, any accident that occurs or loss of any utensils, equipment or supplies.
- 1.11. It is Aramark's responsibility to ensure no costs revert to the County whatsoever for any personnel actions connected with the foregoing obligations, rights and privileges.
- 1.12. It will be the responsibility to Aramark to ensure that all kitchen equipment is operational and maintained during the performance of this agreement or replaced as needed.
- 1.13. Inspections.
 - 1.13.1 Aramark is responsible for immediately notifying the County of any regulatory inspections and on the day of the scheduled inspection an authorized County representative is to accompany the inspector. The County reserves the right to authorize entry into the facility.
 - 1.13.2. Aramark will be required to maintain a file of all inspections conducted and if necessary any corrective action (s) taken and copies of the inspection report and a corrective action plan shall be provided to the County's authorized representative within 30 days or receipt.
- 1.14. Aramark shall be required to provide the County's authorized representative the following reports attached to the weekly invoice:
 - Number of regular inmate meals
 - Number of staff meals
 - Number of bag lunches
 - Number of special catering requests
 - List of equipment repairs and/or warranties exercised (monthly)
 - Equipment purchased or required (monthly)

Section 2. Aramark's Program Responsibilities

Aramark shall be responsible for the following tasks:

- 2.1. Types of Meals to be Served:
 - 2.1.1 Regular Inmate Meals: Aramark shall provide and deliver inmates breakfast, lunch, dinner, and enhanced meals or snacks when ordered by medical, to designated individuals at specified times each day.
 - 2.1.2. Sack Lunches: Aramark shall provide sack lunches for use as required by designated representatives (s). Sack lunches are to be nutritionally equal to the meal for which they are substituted. At a minimum, each sack lunch is to contain two (2) sandwiches, one serving of fruit or vegetable, any other item needed to assure nutritional adequacy, a serving of beverage and any other item (s) necessary to assure reasonable inmate satisfaction. No sack lunch may be served that is more than 12 hours old.
 - 2.1.3. Medical Diet: Aramark shall provide medically specified meals as directed by the proper medical authority (MD, NP, and PA). The list of medically prescribed diets approved by the department includes the following: Bland, Low Sodium, Clear Liquid, Full Liquid, Diabetic, Low Fiber, Pregnancy, Mechanically Soft, Renal, Diets mandated for specific allergies.
 - 2.1.3.1. Aramark shall provide documentation to the department on a weekly basis of all medically prescribed diets. The documentation shall specifically include names, dates, and menus signed by a registered dietitian indicating that the diets served comply with the appropriate dietary standards of the American Dietetic Association.
- 2.2. Meal Counts
 - 2.2.1 A designated representative of the County shall provide the Food Service Department with an order for a specified number of meals for each meal period. Estimated meal order counts shall be provided one day in advance of service and may be adjusted up until two hours before meals are due to be served. The County will develop an in-house policy; to be approved by the Director that most appropriately facilitates the insurance of accurate meal counts in a reasonable manner.
 - 2.2.2. Aramark shall be responsible for providing an accurate count for all meals served on a daily basis. The county shall include meals ordered, sack lunches, medical diets, religious diets, staff or guest meals, enhanced juvenile meals, and regular inmate meals.

- 2.2.3. Aramark and a designated representative of the County will reconcile meal counts daily. In the event of a dispute regarding meal counts and resulting charge, the designated representative of the County shall resolve any discrepancy regarding meal counts and resulting charges.

2.3. Meal Schedules:

- 2.3.1 Aramark shall provide meals at fixed times as determined by the department. No deviations are permitted without the express permission of the department. Approximate meal times are as follows:

	Breakfast	Lunch	Dinner	Snack
Inmates	6:00am	11:00am	5:00pm	n/a
Staff	6:30am	12:00pm	6:00pm	n/a
Medical Diets	6:00am	11:00am	6:00pm	n/a

- 2.3.2. Holiday meals maybe served at different hours as agreed by Aramark and the negotiating representative.

2.4. Menu

- 2.4.1 Cycle Menu: Aramark shall maintain a four cycle (week) menu clearly stating the items to be served and containing standardized portion sizes for adults. An enhanced sample menu shall also be provided for special diets. The minimum menu cycle shall be 28 days and shall comply with menu planning considerations, such as the use of standardized recipes. Aramark will provide examples of menus.

- 2.4.2 Nutritional Standard: All menus served shall comply with the Recommended Dietary Allowances, of the National Research Council of the National Academy of Sciences, most current edition, as adjusted for age, gender, and energy requirements of any institutionalized population between the ages of 14 to 50 years. Each menu submitted for departmental approval, as hereinafter required, shall include a statement of nutritional adequacy signed by a registered dietitian licensed in the State of Maryland. There will be no meatless days and no pork products.

- 2.4.3. Menu Approval: All menus are to be submitted to the County's authorized representative every three months in advance of service for approval by the Director. Menus shall clearly designate the items to be served, portion size, and any other information that may be necessary for clarification purposes. Menus shall be rotated on a four-week cycle. If changes are required, the County's authorized representative will inform Aramark of any changes.

- 2.4.4. Menu Substitutions: If it is necessary to substitute an item or items in lieu of scheduled items such substitutions shall be clearly documented on an "as served" menu for each location. Substitutions shall be an acceptable nutritional value so as to equal or exceed the nutritional value of the item (s) for which they were substituted.

- 2.4.5. Holiday Meals: Aramark shall provide enhanced menus for Easter, July 4, Thanksgiving, Christmas and at least two (2) other holiday and religious days at no additional cost to the County.

2.5. Food Quality Standards

- 2.5.1. All foods served shall be wholesome and free from spoilage and decay. Uncooked items such as fruits and vegetables shall be clean and free from blemish.

2.5.2. Temperature

2.5.2.1. The temperatures of all foods, as delivered for service, shall be below 38 degrees Fahrenheit (cold foods) or above 140 degrees Fahrenheit (hot foods).

2.5.2.2. Cooking temperatures and cooking time shall be regulated in order to retain nutrients and to serve palatable and attractive food.

- 2.5.3. All food items purchased by Aramark in connection with this Agreement shall meet and comply with all Local, County, and State Codes, Regulations and Laws and be from approved sources.

- 2.5.4. Grade minimums and standards for food items shall be as follows:

2.5.4.1 Seafood - All Seafood shall be of the best quality and fresh chilled or frozen, and must conform to all standards and regulations of any Health Department or agency having jurisdiction over the processing, packing, sale, transportation or distribution of seafood.

2.5.4.2. Poultry- United States Department of Agriculture Grade A or better: All poultry, fresh or frozen, shall have been inspected and passed for wholesomeness by the USDA, and shall be Grade A or better.

2.5.4.3. Meats- No meat product served shall contain more that 15% total protein substitute product such as textured vegetable protein or other, approved meat extender. All meats shall have been inspected and passed by the U.S.D.A. and shall be graded as follows:

2.5.4.3.1. Beef- U.S.D.A Grade A or better

2.5.4.3.2. Ground beef- U.S.D.A. Utility or better not to exceed 25% fat.

2.5.4.3.3. Grading certificate must be provided where required.

- 2.5.4.4. Fruits and Vegetables (Canned) Extra Standard or better
 - 2.5.4.4.1. All canned food shall be USDA Inspected and no less than Grade A or Extra Standard; except that Grade B may be used for soups, stews, purees and similar items.
- 2.5.4.5. Fruits And Vegetables (Fresh)- USDA No. 1
 - 2.5.4.5.1. All fresh fruits and vegetables shall be top grade, depending on the specific fruit or vegetables and its use in preparation of finished products.
- 2.5.4.6. Eggs U.S.D.A Grade A medium
 - 2.5.4.6.1. All fresh shell eggs shall be USDA Grade A medium or better. All fresh, liquid, frozen or dried eggs must be pasteurized and processed under continuous inspection of the USDA. All cans and packages must bear the USDA seal showing the date of inspection. Frozen Eggs once thawed, must be used and may not be refrozen.
- 2.5.4.6. Dairy Products And Cheese- USDA Grade A
 - 2.5.4.6.1. All dairy products must conform to Maryland State Department of Health and Mental Hygiene standards. Fluid milk must contain a minimum of 400 IU of Vitamin D and 2,000 IU of Vitamin A per quart.
- 2.5.4.7. Frozen Foods
 - 2.5.4.7.1. All frozen foods shall be USDA Grade AA or A depending on the specific food and shall have been packed under continuous inspection of the USDA.
- 2.5.5. All institutional meat purchases shall meet the "General Requirements" as formulated by the U.S. Department of Agriculture. All applicable items shall have grading certificates.
- 2.5.6. All deliveries of potentially hazardous foods shall conform to the Maryland State Department of Health and Mental Hygiene regulations governing temperature maintenance during transportation.
- 2.5.7. USDA Surplus Foods: Due to the extreme difficulty involved in the use of donated foods by a private company, it is not anticipated that any USDA surplus commodities will be used in the operations covered by this Agreement. However, the County reserves the right to introduce the use of USDA surplus commodities, in the event it becomes mutually beneficial to institute such a policy. If this becomes the case then the County will retain title to the USDA donated foods. Aramark may not subcontract the processing of USDA donated foods nor shall these foods be used for any special functions outside the Department of Corrections.
- 2.6. Meal Preparation
 - 2.6.1. All final preparation of heated food products shall not be more than two hours before the start of meal service.
 - 2.6.2. No foods shall be prepared more than one day in advance, unless prepared by a cook/chill method, or are commercially prepared foods, or are items of a nature that typically require extended preparation times.
 - 2.6.3. Unused portions of food items may only be used as an ingredient in another food product, and then only if of good and wholesome quality, and results in an acceptable finished product.
 - 2.6.4. Aramark shall identify a method of maintaining a sample tray taken at random from the serving line that is kept in a cold box marked with the time and date prepared. These trays are to be kept a minimum of 72 hours and are to be used for analysis in the event of accidental food poisoning among the staff or inmates and to verify the quality and quantity of food served.
- 2.7. After Meal Clean-Up
 - 2.7.1. All pots, pans, dishes, utensils and other service equipment shall be washed, rinsed and sanitized in order to maintain a healthy and hygienic food service operation in accordance with all applicable industry standards and all Local, State and Federal rules, regulations, codes and laws.
 - 2.7.2. Aramark shall maintain all food service equipment, carts, vehicles, surfaces, restrooms, and storage areas associated with food service in a sanitary and hygienic manner and condition.
 - 2.7.3. All surfaces including, but not limited to, tables and chairs in the staff dining room, floors and floor drains in the kitchen, food preparation areas, storage areas, dishwashing and locker areas and rest rooms shall be cleaned to the satisfaction of the authorized representative of the County.
 - 2.7.4. Aramark is to provide routine scheduled cleaning and maintenance of grease traps, and disposal of grease in accordance with the Wicomico County Health Department regulations. Exhaust hood ducts and risers from the hood to the mechanical exhaust fan on the building's exterior and fire suppression systems are maintained by the County to include periodic testing to ensure code compliance.

- 2.7.5. Trash and food service debris generated by food production or service shall be removed from the building within one hour after meal service. All trash and debris shall be placed in the receptacles or compactor provided by the County.
- 2.8. Documentation
- 2.8.1. Aramark is to develop a monthly facility sanitation maintenance schedule that designates the frequency and responsibility for the cleaning of all food service areas and equipment. A copy of a plan is to be delivered to the department within 30 days of the commencement of service.
- 2.8.2. Aramark is to provide a monthly sanitation report in accordance with MCCS Standards and Wicomico County's Health Department Regulations, due on the first business day of each month, to the department, outlining the condition and sanitation level of all major food service equipment. The report should show this service no less than three nights per week to include, but not be limited to moving all equipment and fixtures for cleaning behind and under the listed items. Inmate labor will be made available for this work, but must be supervised by Aramark's employees.
- 2.8.3. Diet Manual: Aramark shall maintain a current diet manual that clearly lists requirements for all medically prescribed diets in conjunction with the scheduled menu. A section of said manual or a companion manual must list menu modifications (medical diets) that also work in conjunction with the scheduled menu.
- 2.8.4. Policy and Procedures Manual: Aramark shall provide a policy and procedures manual covering kitchen staff orientation and training, food preparation, in-service training, basic nutrition, food storage, sanitation, equipment use and maintenance, ordering and receiving procedures, theft prevention and the control of potential weapons by inmate workers.
- 2.8.5. Inoperable Facility: The successful vendor must submit, within 30 days of award, a detailed contingency plan that explains how the vendor would arrange to feed inmates housed in this facility in the event of an emergency. The plan at a minimum would detail the sources and locations for hot and cold meals, and the length of time required to prepare and deliver such meals, and a training plan to ensure that all employees are aware of their responsibilities under such plan.
- 2.8.6. Food Transition Inventory: The outgoing vendor shall perform an inventory of all food items within the facility with the County's authorized representative. The outgoing vendor will be required to certify the cost of the inventory counted. The outgoing vendor shall leave a three-week inventory with the Department at the conclusion of the Agreement. The incoming vendor will reimburse the County for all inventoried items within 30 days of transition and coordinate with the outgoing vendor transition of the food service operation.
- 2.9. Security Requirements
- 2.9.1. Keys issued to Aramark's employees must be attached to the employee's person at all times. Under no circumstances is an inmate ever to be permitted to possess any key. Keys that are issued on an as needed basis shall be issued by the County and returned to the County immediately at the conclusion of each shift. Aramark shall reimburse the County for any and all costs, as determined by County, incident to the loss of keys by Aramark's employee (s), including , but not limited to the re-keying of locks at a facility.
- 2.9.2. The County shall issue on a one-time no fee basis identification cards, of a type and style authorized by the department. Lost ID cards will be replaced at the prevailing fee at the time of replacement. ID cards remain the property of the department and must be returned to the County's authorized representative when employment ceases.
- 2.9.3. Aramark shall provide the department with a list of all employees on the first business day of each month, to include new hires and terminations during the month.
- 2.9.4. Aramark shall ensure its employees adhere to the uniform dress codes when on duty. Aramark's employees may not bring any form of contraband or weapons into the facility; they are subject to search; they must conduct themselves in a professional manner at all times; must not cause any disturbance; must not have social contact with inmates or inmates' relatives/friends to the extent permissibly restricted by law; and are subject to all other rules and regulations of the facilities. The County reserves the right to restrict or limit access to its facilities by Aramark's employees at its discretion.
- 2.9.5. Employees of Aramark shall enter and leave the facilities only through entrances specifically approved by the County and are prohibited from being on facility grounds at any non-working time.
- 2.10. Inspections
- 2.10.1. Inspection of Food: Aramark guarantees the quality and wholesomeness of all food served not withstanding any inspections or supervision by the department.
- 2.10.2. Inspection of Preparation and Serving Areas: All food service areas, regardless of use, shall at all times

- be accessible and subject to inspection by the department, the respective shift supervisor, or County designees (s). Said persons may sample any food served for any meal and will be replaced immediately with a food of equal or greater value in terms of quality and quantity.
- 2.10.3. Off-Site Areas: In the event that Aramark uses any off-site facilities for the preparation or storage of food items to be used in fulfillment of any agreement developed from the RFP, said area(s) shall be subject to inspection by the department at any time.
- 2.10.4. Inspection by Other Agencies: All areas heretofore subject to inspection by the department are also subject to inspection by authorized County staff or any other appropriate public entities responsible for the inspection of County facilities.
- 2.10.5. The County shall make regular unannounced inspections of food items to ensure the food labels meet or exceed grade minimums.
- 2.11. Quality Control Plan
- 2.11.1. Aramark shall establish and maintain a quality control plan to assure that the requirements of any agreement developed from this RFP are met. The plan shall be submitted as a part of this proposal. An updated plan shall be submitted to the County within two months after the award. The original plan and updated versions shall include but not be limited to the following:
- 2.11.1.1. An inspection plan covering all services rendered, specifying the activities to be inspected on either a scheduled or a nonscheduled basis, how often inspections will be accomplished and the title of the individual(s) who will perform the inspection.
- 2.11.1.1. The inspection plan shall include cleanliness of kitchen and equipment on a daily basis, pest control in the kitchen, dry storage areas, staff dining room, and coordination of pest control with the County. Methods of identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable, provide a plan within 30 days outlining the methods of ensuring uninterrupted service to County in the event of riot, natural disaster, other act of nature or a strike of Aramark's employees. Aramark must ensure that employees are familiar with the plan and are able to implement it at any time by having each employee sign a form and maintain the form in their personnel file. One copy shall also be maintained by the County.
- 2.11.4. Aramark shall establish a plan for the coordination and utilization of an inmate grievance system to respond to legitimate inmate grievances concerning food service issues.
- 2.12. Equipment and Non-Consumables.
- 2.12.1. Aramark and the County prior to the start of service will take a complete inventory and condition of equipment, utensils and non-consumable supplies. Another inventory will be taken at the conclusion of the term of any agreement that may result from this RFP. All equipment, utensils and non-consumables shall be returned to the County in the same condition as received, less normal wear and tear.
- 2.12.2. Aramark shall submit a plan indicating how the repair, maintenance and procurement of all kitchen equipment will be managed. Additionally, Aramark shall include a plan for care and maintenance of the floor and wall tile (replacing tile, daily sweeping and mopping, striping, waxing and buffing on a weekly basis).
- 2.12.3. Aramark shall be responsible for the purchase and replacement of all small wares, to include but not be limited to pots, pans, utensils etc. Aramark shall submit the County's authorized representative, a copy of the purchase order and invoice of all replaced equipment.
- 2.12.4. The County shall review and approve the procurement of all new equipment, by Aramark, in excess of \$500.00 upon notification from Aramark of the need to replace or procure a new piece of equipment.
- 2.12.5. Aramark, in the event regular trays cannot be used, shall at its expense provide Styrofoam products. Should the use of Styrofoam be required, the Shift Supervisor should be notified.
- 2.13. Outside the "Authorized Scope of Work": Aramark agrees that any work performed outside the scope of work heretofore described, without the prior written approval of the County, shall be deemed gratuitous and Aramark shall neither have nor make a claim for compensation for said services.
- 2.14. Prevailing Wages for Covered Crafts: Aramark, its subcontractors, agents and employees shall be bound by and shall comply with all applicable provisions of the Maryland Labor Code/Law as well as other applicable Federal, State, or local laws concerning labor. Aramark, its subcontractors and agents shall pay the prevailing wages rates to those employees who perform work which is subject to the prevailing wage requirements of Maryland Labor Code/Law.
- 2.15. Emergency Conditions: In the event of a emergency or unusual event, all Aramark's employees located within a facility shall be subject to the orders of the Shift Supervisor or Director of the Department.
- 2.16. Damage of Facility, Buildings or Grounds: Aramark shall repair, or cause to be repaired at their own expense,

any and all damage to facilities, buildings or grounds caused by Aramark, their employees, or persons or companies making deliveries to Aramark. The County may offset any funds due Aramark by the amount thus determined.

Section 3. County's Responsibilities

- 3.1. County shall provide and maintain adequate utilities to the food service areas including electricity, heat, natural gas, air, steam, sewage with traps and water.
- 3.2. The County shall provide telephones capable of handling local incoming and outgoing calls. Aramark will be responsible for long distance calls; County will bill Aramark for reimbursement on all long distance calls.
- 3.3. The County shall provide, free of rent, areas designated as kitchen, pantries, serving area(s), storage area(s) or other space appropriate for the operation of food service functions.
- 3.4. The County shall be responsible for the removal of containerized trash and garbage.
- 3.5. The County is responsible for approving the policy for the theft prevention and control of potential weapons by inmate workers.
- 3.6. The County shall provide annual physical examinations of inmate workers at no cost to the Aramark, in accordance with the department's policy and procedures.
- 3.7. The County shall provide the required pre-employment background checks on Aramark's employees and give the results to Aramark at no cost. Aramark will be responsible for any expense related to the background investigation.
- 3.8. The County shall consult with Aramark to develop a pre-employment form containing the information required by the department prior to employment.
- 3.9. The County will ensure that a contract is in place for pest control.
- 3.10. The County, both as a means of providing cost effective labor and as an on-the-job training activity within the facilities, will provide Aramark with inmates as agreed upon. The participation of inmates will be arranged and coordinated with designated persons at various units in concert with Aramark. There shall be no charge to Aramark for inmate labor. While every reasonable effort will be made to continuously supply Aramark with a constant supply of inmate labor, the fulfillment of the obligations of Aramark in any agreement resulting from this Agreement shall not be lessened or excused due to the non-availability of inmate labor. If inmate labor is not provided, Aramark shall have the right to renegotiate the price to take into account additional labor needed.

Section 4. Definitions.

Hot Meal: A regular inmate meal as listed on an approved menu, that includes a minimum of two hot components, one of which must be the entrée.

Per Meal Cost: This term is used to denote the fixed charge per meal to County for the provision of a single meal with all of its components, supplies, labor, equipment maintenance, repairs or replacements, or other expenses and related costs. The Per Meal Cost is the total and maximum charge per meal to the County of each regular meal, prescribed medical or religious diet, sack lunch or staff meal.

Equipment: All dietary equipment used in the preparation and serving of meals, including but not limited to all cold storage units (refrigerators and walk-ins), frozen storage units (freezers and walk-ins), mixers, stir kettles, fryers, warming cabinets, hot water urns, steam tables, ovens, griddles, dishwasher units, garbage disposals, ice makers, hot water boosters and prep tables.

Section 5. Miscellaneous

- 5.1. The County reserves the right to preclude any individual, including but not limited to an employee of Aramark, from entry to the facility, without explanation, if it is deemed by the department to be in the best interest of the County.
- 5.2. Special Insurance Requirements.

Aramark shall have in force and shall maintain, at its own expense, insurance in not less than the following amounts during the performance of service called for under this Agreement.

 - 5.2.1 Workmen's Compensation Insurance- covering Aramark's employees as required by Maryland Law.
 - 5.2.2 Comprehensive Bodily Injury and Property Damage Liability Insurance - Excluding automobiles owned or hired by the Aramark loaned to Aramark by the County, with limits as follows:

a.	General Aggregate (Other than Products-Completed Operations)	\$1,000,000
b.	Products-Completed Operations Aggregate Limit	\$1,000,000
c.	Personal & Advertising Injury Limit	\$1,000,000
d.	Each Occurrence Limit	\$1,000,000

- 5.2.3. Comprehensive Automobile Liability Insurance - Combined single limit of \$1,000,000 covering bodily injury and property damage.
- 5.2.4. Wicomico County shall be named as an additional insured party.
- 5.2.5. Aramark shall, prior to Agreement execution, and for each extension of the agreement, furnish to the Purchasing Agent certificates of insurance as evidence of such insurance coverage stated above. Such insurance certificates shall provide that the Purchasing Agent be notified by the insurer at least 30 days prior to cancellation or material change of any such coverage.

ATTACHMENT "B"
EQUIPMENT MANAGEMENT OPERATION

Scope of Work

1. Facility Assessment and Inventory

Aramark shall inspect the facilities and inventory the available capital food equipment. A commentary shall be submitted as to the condition/state of the facilities and equipment and shall include a list of any additional or replacement equipment that would be required to provide the services specified. Aramark shall replace the equipment specified in its Proposal with the approval of the Director of the Department of Corrections.

2. Maintenance and Repair

Aramark shall provide Preventative Maintenance and Repair services on all capital food equipment items, including but not limited to all cold storage units (refrigerators and walk-ins), frozen storage units (freezers and walk-ins), mixers, stir kettles, fryers, warming cabinets, hot water urns, steam tables, ovens, griddles, dishwasher units, garbage disposals, ice makers, hot water boosters and prep tables. It shall provide all necessary labor, materials and supplies, including supervision that will allow for appropriate maintenance of all covered equipment in prime operating condition, consistent with manufacturers service recommendations. This includes repairing any failure of any magnitude, using Original Equipment Manufacturer (OEM) procedures and guidelines, OEM parts, and OEM recommended oils, seals, gaskets, supplies, etc.

Aramark will not subcontract liabilities for equipment failures. Comprehensive routine maintenance should protect against most mechanical failures. Any failures that are covered within the scope of this agreement must be repaired without any delays. The covered equipment shall be returned to operational duty as quickly as good repair maintenance dictates. If so directed, around the clock service must be provided to return a failed piece of equipment to operating condition if it is of a critical nature. The Department of Corrections Contract Administrator will determine "Critical Nature" of equipment.

3. Equipment

Additional or Replacement capital food equipment purchased by Aramark, with the concurrence of the Director of the Department of Corrections, during the course of the agreement term shall, upon installation, become the property of Wicomico County free of all liens. All such equipment shall be depreciated on a 5 year straight line basis. In the event this Agreement is terminated, for any reason, by either party, or if the Agreement shall expire by reason of non-renewal prior to the conclusion of the renewal periods provided, Wicomico County shall reimburse Aramark for such equipment purchased at a sum equal to the purchase price less a credit for accumulated depreciation.

4. Financial Commitment

In consideration of County's agreement to enter into this agreement for five (5) years and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Aramark shall make a financial commitment to County in an amount up to Seventy Five Thousand Dollars (\$75,000) to replace the walk in refrigeration system and an additional Twenty Thousand Dollars (\$20,000) in maintenance and repairs (the "Financial Commitment"). 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 (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) 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 (5) 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.

ATTACHMENT "C"
CONSIDERATION

FINANCIAL ARRANGEMENTS

1. Food Services.

- A. Aramark will operate its food service at the premises for its own account on a profit or loss basis, requiring neither a subsidy payment from the County to Aramark, nor a commission payment from Aramark to the County. Aramark shall bear all losses in the event that receipts from the operations or its services are less than Aramark's cost of business. Aramark shall be entitled to all profits in the event that the receipts from the operations of its manual food service are greater than Aramark's cost of business. All products shall remain the property of Aramark, with title vested in Aramark until sold.
- B. Aramark shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater. The price per meal charged to the County for meals served to the Wicomico County Detention Center for inmates and staff is set forth in this Attachment. Payment will be made within fifteen (15) days after receipt of a proper invoice by the proper authority. Such payment shall be sent to:

ARAMARK Correctional Services, Inc.
P.O. Box 7870
Philadelphia, PA 19101-7870

(Payments only shall be sent to this address, all other correspondence shall be sent to the address set forth in the "Notice" section of this Agreement.)

C. The following meal rates shall apply based on inmate and staff population:

Inmate Population	Rate per Meal	Bag Lunch
300-below	\$1.549	\$1.609
301-349	\$1.527	\$1.586
350-399	\$1.506	\$1.506
400-449	\$1.475	\$1.475
450-499	\$1.418	\$1.418
500-549	\$1.408	\$1.408
550-599	\$1.365	\$1.365
Staff	\$2.601	

- D. Price Adjustments: The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on June 30, 2017. 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 Attachment E. In the event no agreement is reached with respect to the compensation adjustment, the per meal prices shall be increased by the lesser of (a) 3%, (b) the 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 or (c) 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 "County Menu").

The period for determining CPI-FAH and Market Basket of Products increases shall be March of the immediately preceding year to March of the then-current year (the "Base Period").

As set forth on the sample County statement attached as Attachment F, a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "Market Basket of Products" represents categories or types of products that are generally used in the County 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 County 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, ARAMARK 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 Attachment F for an example of the Market Basket of Products calculation.

ATTACHMENT "D"
WICOMICO COUNTY
STANDARD TERMS AND CONDITIONS

This document sets out provisions generally applicable to all Wicomico County agreements. The provisions herein do not constitute a complete agreement, and must be appended to a document, executed by all parties, which identifies the specific work to be performed, compensation, term of the agreement, incorporated attachments, and special conditions if any ("Basic Agreement"). This document and the Basic Agreement are intended to be complementary and shall be construed accordingly. However, should there be a direct contradiction between the terms and conditions contained herein and the Basic Agreement, then the Basic Agreement shall govern and control those contradictory terms and conditions. As used herein, the term "Department" includes the County, its various departments, unit, agencies, employees or agents as may be appropriate.

Amendment. This Agreement constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superseded by this agreement. No amendment to this Agreement shall be binding unless in writing and signed by the parties.

Bankruptcy. Upon filing for any bankruptcy proceeding by or against Aramark, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, Aramark must notify the County immediately. Upon learning of the actions herein identified, the County reserves the right at its sole discretion either to cancel the Agreement or to affirm the Agreement and hold Aramark responsible for damages. The exercise of this right is in addition to any other rights the County may have as provided in this Agreement or by law.

Compliance with Law. Aramark hereby represents and warrants that:

- A. It has the power and authority to enter into and perform the agreement, that the agreement, when executed and delivered, shall be a valid and binding obligation of Aramark enforceable in accordance with its terms;
- B. Its performance under the agreement shall be in a good and workmanlike manner and in accordance with industry standards
- C. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- D. It is not in arrears in the payment of any obligations due and owing Wicomico County, Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement;
- E. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Agreement;
- F. It shall obtain, at its expense, all licenses, permits, insurance and governmental approvals, if any, necessary to the performance of its obligations under this Agreement.

Contingent Fee Prohibition. Aramark, architect or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for Aramark to solicit or secure this agreement, and that it has not paid nor agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee or agent, any commission, percentage, brokerage or contingent fee or other consideration contingent on the making of this agreement.

Counterparts. This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute one and the same instrument.

Force Majeure. Neither County nor Aramark shall be held responsible for delay or default caused by fire, riot, acts of God, County declaration of emergency, or war where such cause was beyond, respectively, County's or Aramark's reasonable control. County and Aramark shall make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this agreement.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland and Wicomico County without regard to principles of conflicts of law.

Indemnification. Aramark shall protect, hold free and harmless, defend and indemnify Wicomico County (including its Officers, Agents and Employees) from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments (including Attorney's fees) resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is in any way connected with Aramark's performance of the work or failure to perform its obligations under this agreement. The agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including negligent acts or omissions of Aramark's agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Wicomico County, its officers, agents and employees.

It is expressly understood that Aramark shall not be responsible for damages, injuries, losses or claims caused by inmates or the County, its officers, employees, agents, servants or other independent contractors. Neither any of the County's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or employees of Aramark.

Independent Contractor.

- A. Aramark shall perform the work required by this agreement as an "Independent Contractor." Although County reserves the right to determine the delivery schedule for the work to be performed and to evaluate the quality of the completed performance, the County cannot and will not control the means or manner of Aramark's performance. Aramark shall comply promptly with any requests by County relating to the emphasis or relative emphasis to be placed on various aspects of the work or to such other matters pertaining to the work under this agreement. Aramark is responsible for determining the appropriate means and manner of performing the work.
- B. Aramark represents and warrants that Aramark is not an employee of the County, is not currently employed by the Federal Government, and is not an "officer", "employee", or "agent" of the County.
- C. Aramark shall be responsible for all federal or state taxes applicable to any compensation or payments paid to Aramark under this agreement. Aramark is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Aramark under this agreement.
- D. Aramark agrees to immediately provide County notice of any claim made against Aramark by any third party related to this Agreement. Aramark also agrees not to assign to any third party, without County's written consent, any obligation of County to indemnify Aramark for any actions under this agreement.

Nondiscrimination. A vendor who is a recipient of County funds who proposes to perform work and furnish goods under this agreement, shall not discriminate against any worker, employee or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. Aramark further agrees that this provision will be incorporated in all sub-contracts entered into in connection with this agreement.

Ownership of Documents and Materials

- A. Aramark agrees that all documents and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for Aramark under the terms of this Agreement shall at any time during the performance of the services made available to the Department upon request by the Department.
- C. Aramark shall indemnify and save harmless the State and the Department from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless the State, its officers, agents, and employees with respect to any claim. Action, costs or infringement, of for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Agreement.

Payments. Payments to Aramark pursuant to this Agreement shall be made no later than 15 days after the County's receipt of a proper invoice from Aramark. If an invoice remains unpaid 45 days after the invoice was received, interest shall be charged at a rate of nine percent (9%) per annum, in accordance with state law.

Records. Aramark shall maintain all fiscal records relating to this agreement in accordance with generally accepted accounting principles. In addition, Aramark shall maintain any other records pertinent to this agreement in such a manner as to clearly document Aramark's performance hereunder. Aramark acknowledges and agrees that County and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of Aramark that are pertinent to this agreement. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Aramark and kept accessible for a minimum of three years, except as required longer by law,

following final payment and termination of this agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this agreement, whichever date is later. All subcontracts shall also comply with these provisions.

Remedies

- A. Corrections of errors, defect and omissions caused by Aramark. Aramark agrees to perform the work as may be necessary to correct errors, defects, and omissions in the services required under this Agreement, without undue delays and without cost to the Department. The acceptance of the work set forth herein by the Department shall not relieve Aramark of the responsibility of subsequent corrections of such errors.
- B. Set Off. The County may deduct from and set-off against any amounts due and payable to Aramark any back-charges, penalties, or damages sustained by the County, its agents, employees of recipients of its services, by virtue of any breach of this Contract by Aramark or by virtue of the failure or refusal of Aramark to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve Aramark of liability for additional costs resulting from a failure to satisfactorily perform the services.
- B. Cumulative. All rights and remedies of County and Aramark shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.

Responsibility of Aramark.

- A. Aramark shall perform the services with the standard of care, skill, and diligence normally provided by a vendor in the performance of services similar the services hereunder.
- B. Notwithstanding any review, approval, acceptance or payment for the services by the Department, Aramark shall be responsible for its service and other materials furnished by Aramark under this Agreement.
- C. If Aramark fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above it shall, if required by the Department, perform at its own expense and without additional cost to the Department, those services necessary for the correction of any deficiencies of damages resulting, in whole or in part, from Aramark's failure. This obligation is in addition to and not in substitution for any other remedy available to the Department under the "Remedies" paragraph, or otherwise available by law.

Severability/Waiver. County and Aramark agree that, if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid. The failure of either party to enforce any provision of this agreement shall not constitute a waiver by that party of that or any other provision of this agreement.

Subcontracting or Assignment. The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Agreement nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of the Department. The Department has the right to withhold such consent for any reason the Department or the County deems appropriate. Notwithstanding the foregoing, Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. Aramark shall, however, provide 30 days prior written notice to the County of any such assignment. The term "affiliate" means any corporation, limited liability company or any other person controlling, controlled by or under common control with Aramark.

Substance Abuse and Drug Testing. Aramark and its employees are subject to the provisions of the County's policy on substance abuse and drug testing regarding the use, possession, or sale of drugs or alcohol while performing County business or while in a County facility. Violation of these provisions or refusal to cooperate with implementation of the County's policy on substance abuse and drug testing can result in the barring of Aramark personnel from County facilities or from participating in County operations.

Survival. The terms, conditions, representations, and all warranties contained in this agreement shall survive the termination or expiration of this agreement.

Termination. If Aramark fails to fulfill its obligations under the Agreement properly and on time, or otherwise violates any provision of the Agreement, the County may terminate the agreement by written notice to Aramark. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by Aramark

shall, at the County's option, become the County's property. The County shall pay Aramark fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Aramark's breach. If the damages are more than the compensation payable to Aramark, Aramark will remain liable after termination and the County can affirmatively collect damages

Termination of Agreement for Convenience. The performance of work under this agreement may be terminated in accordance with this clause in whole, or from time to time in part, whenever the terminating party shall determine that such termination is in the best interest of that party, provided that the terminating party give the other party at least 30 days written notice. If terminated by the County, the County will pay all reasonable costs associated with this agreement that Aramark has incurred up to the date of termination and all reasonable costs associated with termination of the Agreement. However, Aramark shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.

Termination of Multi-year Agreement. If the County fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Contract shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the County's rights or Aramark's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both Aramark and the County from future performance of the Agreement, but not from their rights and obligations existing at the time of termination. Aramark shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Agreement. The County shall notify Aramark as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

Third Party Beneficiaries. County and Aramark are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this agreement.

Time is of the essence. Time is of the essence in Aramark's performance of each and every obligation and duty under this agreement.

Use of County Facilities. Aramark and its employees or agents shall have the right to use only those facilities of County that are necessary to perform the services under this agreement and shall have no right of access to any facility of the County without prior approval of County management. County shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Aramark or its employees, subcontractors or agents which may be stored on County premises.

Whole Agreement. This agreement constitutes the complete and exclusive statement of the agreement between the parties relevant to the purpose described herein and supersedes all prior agreements or proposals, oral or written, and all other communication between the parties relating to the subject matter of this agreement.

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES

Attachment E

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

Sample County Statement - Market Basket of Products Calculation
XYZ County Exhibit
Market Basket Price Redetermination Statement
Period Ended Current Month xxth, 2015

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>Current Month Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	-5.00%	-0.63%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		3.54%
Current Month CPI Food Away from Home Index			4.76%
Greater of Market Basket to Current Month CPI - Food Away from Home			4.76%

XYZ County Exhibit
Market Basket Price Redetermination Statement
Period Ended Current Month xxth, 2015

<u>CATEGORY</u>	<u>Menu Weighting</u>	<u>Current Month Category CPI %</u>	<u>Weighted CPI %</u>
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	6.00%	0.75%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		4.92%
Current Month CPI Food Away from Home Index			4.76%
Greater of Market Basket to Current Month CPI - Food Away from Home			4.92%

Notes

- * This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS CPI Food index to the "Grocery" Menu Category for the calculation. The "Food" index encompasses the items in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.