NOTICE OF AWARD OF CONTRACT

TO:
ARAMARK CORRECTIONAL SERVICES LLC
1101 MARKET STREET
PHILADELPHIA, PA 19107

DATE ISSUED: FEBRUARY 22, 2012

CURRENT CONTRACT NO: 552-12

CONTRACT TITLE: FOOD SERVICE-SENIORS

PRIOR CONTRACT NO: N/A

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MARCH 31, 2012.

This is the FIRST year award notice of a possible EIGHT year contract.

The contract documents consist of the terms and conditions of Agreement No. 552-12, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

1) REFER TO AGREEMENT 552-12 (ATTACHED)

2) PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON CPI-U January

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

CONTACT: CECOFFE THERESA, CECOFFE-THERESA@ARAMARK.COM

TELEPHONE NO.: 412-952-8729

LUCCARO SARAH, LUCCARO-SARAH@ARAMARK.COM

TELEPHONE NO.: 215-238-6878

COUNTY CONTACT: MICHAEL DIGERONIMO

TELEPHONE NO.: 703-228-0965

CHERYL E. JOHNSON

EMAIL ADDRESS: 703-228-4746

CONTRACT AUTHORIZATION

Ivette Gonzalez
Procurement Officer

DISTRIBUTION

VENDOR: 1

BID FOLDER: 2
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 552-12

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made, on the date of execution by the County, between Aramark Correctional Services, LLC, 1101 Market Street, Philadelphia, PA 19137 ("Contractor"), a Delaware Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS
The contract documents consist of Amendment No. 1 to Agreement 27-09, this Agreement, Exhibit A ("Scope of Work") and Exhibit B ("Pricing") ("Contract Documents").

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

2. SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively "Work"). The primary purpose of the Work is to provide food services for the Senior Adult Day Health Care program and the Congregate Meal program. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

3. CONTRACT TERM
The Work shall commence upon execution of this Agreement by the County, and be completed no later than March 31, 2012 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance by the Contractor and with the concurrence of the Contractor, the County may authorize continued operations of the Contractor for not more than seven (7) additional
twelve (12) month periods from April 1, 2012 to March 31, 2019 (Each such period shall be referred to as a "Subsequent Contract Term"). Unit prices for each subsequent twelve (12) month period shall be determined in accordance with Paragraph 5 below.

4. CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph below, and Exhibit B an amount not to exceed $150,000 per year for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement.

5. CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract Amount/unit price shall remain firm for at least the Initial Contract Term. The Contract Amount/unit price for any one or more Subsequent Contract Terms, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the amount for ensuing years shall not exceed the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the twelve (12) month period ending in January of each year of the Contract.

If the Contractor and the County do not agree on a contract amount for a Subsequent Contract Term using the procedure set forth above by the thirtieth (30th) calendar day prior to the final day of the Initial Contract Term or any Subsequent Contract Term, the County may in its sole discretion terminate the Contract whether or not the County has previously elected to extend the term. The contract amount/unit price that changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the parties for the next Subsequent Contract Term.

6. PAYMENT
Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice for work done which is reasonable and allocable to the Contract and which has been performed to the satisfaction of the Project Officer. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

7. PROJECT OFFICER
The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

8. ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the Work within the general scope of
the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the work or that the Contractor's services have been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor's notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefor and documentation supporting the claimed amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written Contract amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided pursuant to the amendment.

9. ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

10. PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.
The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

11. NON-APPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

12. REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Initial Contract Term or any Subsequent Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.
13. **COUNTY PURCHASE ORDER REQUIREMENT**
County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and expense.

14. **SUPERVISION BY CONTRACTOR**
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

15. **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**
During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

16. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly
employ an unauthorized alien as defined in the federal Immigration

17. **DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

18. **SAFETY**

The Contractor shall comply with, and ensure that the Contractor's employees and subcontractors comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health program of the Department of Labor and Industry for General Industry and for the Construction Industry, the Federal Environmental Protection Agency standards and the applicable standards of the Virginia Department of Environmental Quality.

The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).

The Contractor shall identify to the County Project Officer at least one (1) on-site person who is the Contractor's competent, qualified, and authorized person on the worksite and who is, by training or experience, familiar with and trained in policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the worksite.

The Contractor shall provide to the County, at the County's request, a copy of the Contractor's written safety policies and safety procedures
applicable to the scope of work. Failure to provide this information within seven (7) days of the County's request may result in cancellation of this Contract.

19. **WARRANTY**
The Contractor warrants to furnish the services described herein at the times and places and in the manner and subject to the conditions set forth. The Contractor shall enter upon and complete the performance of services with all due diligence and dispatch and shall exercise the highest degree of skill and competence.

20. **TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**
The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination shall be immediate after notice from the County to the Contractor (unless the County in its discretion provides for an opportunity to cure) and the Contractor shall not be permitted to seek Termination Costs.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the
contrary, the Contactor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages, indirect damages, consequential damages, delay damages, replacement costs, refund of all sums paid by the County to the Contractor under the Contract and all attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.

In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

21. TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the County's Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

22. INDEMNIFICATION
The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties or by the County for
any and all losses, damages, injuries, fines, penalties, costs
(including court costs and attorney's fees), charges, liability,
demands or exposure, however caused, resulting from, arising out of, or
in any way connected with the Contractor's acts or omissions, including
the acts or omissions of its employees and/or subcontractors, in
performance or nonperformance of the work called for by the Contract
Documents. This duty to save, defend, hold harmless and indemnify
shall survive the termination of this Contract. If, after notice by
the County, the Contractor fails or refuses to fulfill its obligations
contained in this section, the Contractor shall be liable for and
reimburse the County for any and all expenses, including but not
limited to, reasonable attorneys fees incurred and any settlements or
payments made. The Contractor shall pay such expenses upon demand by
the County and failure to do so may result in such amounts being
withheld from any amounts due to Contractor under this Contract.

23. OWNERSHIP AND RETURN OF RECORDS
This Contract confers no ownership rights to the Contractor nor any
rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints,
data, information, findings, memoranda, correspondence, documents or
records of any type, whether written or oral or electronic, and all
documents generated by the Contractor or its subcontractors as a result
of the County's request for services under this Contract, are the
exclusive property of the County ("Record" or "Records"), and all such
Records shall be provided to and/or returned to County upon completion,
termination, or cancellation of this Contract. The Contractor shall
not use, willingly allow, or cause such materials to be used for any
other purpose other than performance of all obligations under the
Contract without the written consent of the County. Additionally, the
Contractor agrees that the Records are confidential records and neither
the Records nor their contents shall be released by the Contractor, its
subcontractors, or other third parties; nor shall their contents be
disclosed to any person other than the Project Officer or his or her
designee. The Contractor agrees that all oral or written inquiries
from any person or entity regarding the status of any Record generated
as a result of the existence of this Contract shall be referred to the
Project Officer or his or her designee for response. At the County's
request, the Contractor shall deliver all Records to the Project
Officer, including "hard copies" of computer records, and at the
County's request, shall destroy all computer records created as a
result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part
of any contract or agreement the Contractor enters into with
subcontractors or other third parties for work related to work pursuant
to this Contract.

No termination of this Contract shall have the effect of rescinding,
terminating or otherwise invalidating this section of the Contract.
24. CONFIDENTIAL INFORMATION
The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all County information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, addresses, dates of birth, other contact information or medical information about a person, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

25. ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

26. COUNTY EMPLOYEES
No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

27. FORCE MAJEURE
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor’s then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.
28. **AUTHORITY TO TRANSACT BUSINESS**
The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the option of the County.

29. **RELATION TO COUNTY**
The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

30. **ANTITRUST**
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

31. **REPORT STANDARDS**
Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
• Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

32. **AUDIT**
The Contractor agrees to retain all books, records and other documents related to this Contract for at least five (5) years after final payment. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term and any Subsequent Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

33. **ASSIGNMENT**
The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

34. **AMENDMENTS**
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

35. **ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**
Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

36. **DISPUTE RESOLUTION**
All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.
37. **APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

38. **ARBITRATION**
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

39. **NONEXCLUSIVITY OF REMEDIES**
All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

40. **NO WAIVER**
The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

41. **SEVERABILITY**
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

42. **NO WAIVER OF SOVEREIGN IMMUNITY**
Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

43. **SURVIVAL OF TERMS**
In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; COPYRIGHT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION; AND DATA SECURITY.

44. **HEADINGS**
The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.
45. NOTICES
Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Aramark Correctional Services, LLC.
Vice President, Finance
1101 Market Street
Philadelphia, PA 19107

TO THE COUNTY:

The County Project Officer
For the Department of Human Services (DHS)
Michael DiGeronimo
2909 16th Street South
Arlington, VA 22204

For the department of Parks Recreation and Cultural Resources (PRCR)
Cheryl E. Johnson for PRCR
300 North Park drive
Arlington, VA 22203

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

46. NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

47. INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, and acceptable to the County. The minimum insurance coverage shall be:
a. Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

b. Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

c. Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).

d. Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and agents shall be named as an additional insureds on all policies except Workers Compensation and Auto and Professional Liability: and evidence of the Additional Insured endorsement shall be typed on the certificate.

e. Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.

f. Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.

g. Contract Identification - The insurance certificate shall state this Contract's number and title.

The Contractor shall require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same form and manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.
No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the work performed under the Contract Documents and every part thereof. The Contractor assumes all risks for direct damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted work.

The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the Contractor can demonstrate financial capacity and the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.

48. ADA COMPLIANCE

Compliance with the Americans with Disabilities Act (ADA) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor’s non-compliance therewith. The Contractor’s responsibilities related to ADA compliance shall include, but not be limited to, the following:

a. Access to Programs, Services and/or Facilities: The Contractor shall ensure its programs, services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.

b. Effective Communication: The Contractor, upon request, shall provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the Contractor’s programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

c. Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor’s programs, services, and activities, as may be required by the ADA. For example, individuals with service
animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.

d. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

e. Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.

f. Responding to inquiries from the U.S. Department of Labor.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: F. RICHARD D. WARREN, JR. PURCHASING AGENT

DATE: 2/22/12

ARAMARK CORRECTIONAL SERVICES, LLC.

TAXPAYER ID: 23-2778485

AUTHORIZED SIGNATURE: [Signature]

NAME AND TITLE: Vice President-Finance

DATE: 2/1/12
EXHIBIT A
SCOPE OF WORK

The Contractor shall provide one (1) mid-day meal per day for five (5) days per week for the Congregate Meals Program and the Senior Adult Day Health Care Program.

1. BACKGROUND INFORMATION

Congregate Meal Program
Title III Cl of the Older Americans Act authorizes meal provision and related nutrition services in congregate settings, which help to keep older Americans healthy and prevent the need for more costly medical interventions. Congregate Nutrition Services are available to individuals sixty (60) years of age or older and the spouse of an older individual regardless of age. There are no income restrictions for the meal programs, but priority for subsidized meals is given to persons with lower income and greatest social and economic need. Each nutrition site must provide at least one hot or other appropriate meal in a congregate setting each day the site is in operation. The nutrition program shall be carried out with the advice of registered dietitians.

Senior Adult Day Health Care Program
The Walter Reed Adult Day Health Care Center provides a program of services and activities to help adults with functional limitations maintain or enhance their independence in order to remain in the community as long as possible. These services include a social environment that encourages therapeutic activities, daily exercise, a nutritious meal (pre-plated), and nursing and mental health supervision. ADHC also provides support and respite to the caregivers.

2. SPECIAL CONDITIONS
The Contractor shall be extremely sensitive to the nutritional needs of the senior program participants because many of these individuals are frail. Meals to be provided shall meet the specified meal standards herein and each meal shall provide at least one third of the Recommended Dietary Allowance (RDA) as set forth by the National Academy of Sciences for persons 60 years or older. Meals for the seniors require that the Contractor make a special effort to make meals attractive and colorful particularly since taste, smell and color perception decrease with age which can add to the problem of decreased appetite among the senior. Poor dentition is also a frequent problem among the seniors and dentures may no longer fit properly. This does not mean that food served must be chopped, pureed, or overcooked, but this problem must be kept in mind when menus are prepared.

3. LOCATION AND TIME OF DELIVERY
Meals shall be delivered daily to the following locations:
- Walter Reed Senior Center, 2909 16th Street, South, Arlington, VA 22204
- Langston-Brown Senior Center, 2121 N. Culpepper, Arlington, VA 22207

552-12
Arlington Mill Senior Center, 3308 S. Stafford St., Arlington, VA 22206

These centers may be requesting either bulk (family style), pre-plated hot regular lunch meals, special diet (vegetarian, pureed, chopped) and/or box lunches.

The Contractor shall make deliveries:
- Monday through Friday
  • between 10:00 and 10:30 A.M. for Walter Reed (senior center and adult day programs)
  • between 11:00 A.M. and 11:30 A.M. for Langston Brown
- Tuesday, Thursday and Friday
  • between 10:30 and 11:00 A.M. for Arlington Mill

No deliveries are required on the following holidays: New Year’s Day, Martin Luther King Day, Washington’s Birthday, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day and the day after, and Christmas Day.

Additional days for non-delivery may be identified by the County Project Officer who will provide the Contractor with advance notice.

In the event of threatening or inclement weather, County Project Officer may request that food service be canceled for the day. Such request will be given to the Contractor no later than 7:00 A.M. for that day.

4. EXPECTED PARTICIPATION

The estimated meal quantities per location are as follows:
- Thirty (30) meal at Langston Brown location;
- Seventy (70) meal at Walter Reed; and
- Thirty (30) meals at Arlington Mill.

All quantities of meals are subject to change. The County will give the Contractor one day’s notice regarding change in the number of meals ordered.

At Walter Reed Adult Day Health Care, approximately twenty-five (25) meals shall be pre-plated and at Walter Reed Senior Center approximately forty-five (45) shall be bulk meals. Meals at Langston Brown and Arlington Mill shall mostly be bulk meals.

It is estimated that approximately six (6) pureed meals (pre-plated) for Adult Day Health Care and seven (7) to ten (10) vegetarian meals will from the senior centers be ordered per week.

The Contractor shall have the capacity to prepare special diets meals (diabetic, low cholesterol, pureed, chopped).

5. TYPE OF PROGRAM

The Contractor shall deliver the food in insulated containers. Food shall be delivered according to the guidelines in the Food Safety Section. Food shall be delivered in the containers from which the food will be served.
6. **INSPECTION**

The Contractor shall assure that the temperature of hot foods are 140 degrees Fahrenheit or higher and cold foods 41 degrees Fahrenheit or lower at the time containers are opened. The County staff will inspect the food delivered by the Contractor to determine compliance with this specification, including inspection of temperature, portions, sanitation and appearance of containers and contents.

Meals not meeting these requirements and deemed unacceptable will be rejected and no payment will be made to the Contractor for such rejected food or meals. Acceptable replacement meals or items shall be required in order to serve participants. The Contractor shall absorb the cost of replacement meals in the event meals are rejected.

7. **RELATED MEAL ITEMS/SERVICES**

The Contractor shall supply disposable heavy-duty flatware (pre-packaged are preferred), plates, cups, bowls and condiments plus colorful napkins and place mats. These products shall be recycled/recyclable when possible. The cost of these supplies shall be included in the unit price per meal.

The Contractor shall also provide daily, at no additional cost to the County, a sufficient quantity of regular decaffeinated coffee, tea, plus packets of sugar and artificial sweetener, to serve the number of persons participating.

8. **MEAL STANDARD**

Meals provided under this contract shall meet the nutritional standards of the Older Americans Act. They should provide one third of Recommended Dietary Allowance (RDA) according to the Nutrient Standard Method, and consider the "Food Guide Pyramid" in menu planning.

<table>
<thead>
<tr>
<th>Food Groups</th>
<th>Suggested Amounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Meat or alternate</td>
<td>Three (3) ounces of cooked edible portions of meat or meat alternate</td>
</tr>
<tr>
<td>II. Vegetables and fruit</td>
<td>Two (2) one-half cup servings</td>
</tr>
<tr>
<td>III. Enriched or whole grain bread or alternate</td>
<td>One (1) serving</td>
</tr>
<tr>
<td>IV. Butter or margarine</td>
<td>One (1) teaspoon</td>
</tr>
<tr>
<td>V. Dessert</td>
<td>One-half (1/4) cup</td>
</tr>
<tr>
<td>VI. Milk Optional beverages</td>
<td>One-half (1/4) pint as desired</td>
</tr>
</tbody>
</table>

20
552-12
The food items within the meat, vegetable and fruit, and dessert groups must be different for the same days of each week, providing a variety of food and nutrients (for special as well as regular diet meals).

I. MEAT OR MEAT ALTERNATE GROUP
Three ounces cooked edible portion of meat, fish, fowl, eggs, or cheese. Meat alternates may be used occasionally for variety and may include cooked dried beans or peas.

II. VEGETABLES AND FRUIT GROUP
Two, one-half cup servings. All vegetables and full strength vegetables juices, all fruits and full strength fruit juices.

Note: Rice, spaghetti, macaroni and noodles may be counted as vegetables. See III below. Fruit used as a dessert shall not be counted toward the suggested two servings of vegetables and fruits.

III. BREAD OR BREAD ALTERNATE GROUP
One serving. Enriched or whole-grain bread, biscuits, muffins, rolls, sandwich buns, cornbread and other hot breads.

Bread alternates may include enriched or whole-grain cereals or cereal products such as spaghetti, macaroni and dumplings.

Where available, the following additional variations may be substituted for the bread requirements: ufi, tanniers, yams, plantains, and sweet potatoes.

IV. BUTTER OR FORTIFIED MARGARINE
One teaspoon.

V. DESSERT GROUP
One, one-half cup serving. All fruit, full strength fruit juices, and simple desserts such as puddings, gelatin desserts, ice cream, ice milk and sherbet, cake, pie, cookies, and similar foods are included. Canned fruits should be water packed.

If cakes, cookies, or pies are served, they shall be made with enriched or whole grain flour or meal.

Some diabetic desserts will be needed.

VI. MILK GROUP
One-half pint. 2% milk

9. MENU REQUIREMENTS
A. The special needs of the seniors shall be considered in all menu planning, food selection and meal preparation. Meals shall have low sodium content and the Contractor shall strive to keep the
average daily sodium level below 1,100 milligrams per meal. Salt shall not be added when meals are prepared.

B. If changes to the menu are made, the program coordinator SHALL be notified prior to delivery.

C. Menus shall include fresh fruit at least once per week, with emphasis on fresh fruit in season. Fruits shall be cut, in a cup or peeled.

D. The Contractor must have the capacity to provide diabetic desserts. The County expects that approximately two (2) to five (5) diabetic desserts will be required per day or as necessary.

E. The County reserves the right to change the monthly menu on two week's notice should the client level of acceptance of the menu dictate the necessity for such a change. Such changes will be limited as much as possible by the County but may be required due to the nature, health and age of the clients served. If the Contractor incurs additional costs due to a change in the menu, the Contractor may negotiate an adjusted price.

F. Menus for regular and special diets must be planned for a minimum of four (4) weeks in advance and be delivered to the County at least one (1) week prior to the planned inception date. Menus shall not be effective until accepted by the County. The acceptance shall be made no later than fifteen (15) days after receipt of the Contractor's proposed menu by the County. The County reserves the right to make changes to the proposed or existing menu after discussion with the Contractor in order to better serve the needs and preferences of the clients.

G. Fried foods cannot be included on the menu, nor served at any time.

H. The Contractor must have the capacity to provide special diets such as renal or diabetic. Prices for special diets in addition to those listed will be negotiated between the County and the Contractor at the time of need.

10. FOOD SAFETY

Safe food practices by nutrition service providers cannot be compromised. Food borne illness due to poor sanitary standards can cause dehydration and electrolyte imbalance in older participants. Isolated cases of food borne illness due to individual differences in food tolerances or personal unsafe handling and consumption are not caused by unsafe practices on the part of the service provider. However, multiple cases that can be identified with a particular site or traced to a specific meal are the responsibility of the Contractor. The following standards shall be adhered to by the Contractor to assure safe and wholesome meal service:

1. The Contractor must supply meals from premises that have a valid permit, license or certificate issued by the appropriate
regulatory authority. The Contractor must comply with all State and local laws, ordinances and codes for establishments, preparing, handling and serving food to consumers on the premises.

2. The Contractor must procure food from sources that comply with all laws relating to food and food labeling. Food must be safe for human consumption, sound and free of spoilage, filth or contamination. Food in hermetically sealed containers must be processed in an establishment operating under appropriate regulatory authority. No home canned food may be used. All milk products used and served must be pasteurized. Fluid milk must meet Grade A quality standards as established by law.

3. Catered food being transported to the facility must be protected from potential contamination, including dust, insects, rodents, unclean equipment and utensils, and unnecessary handling. Potentially hazardous food shall be delivered to the facility for immediate consumption at a temperature below 41 degrees (for cold meals) Fahrenheit or above 140 degrees Fahrenheit (for hot meals).

4. The holding time and temperature between food preparation and delivery must be minimal to reduce opportunities for contamination and to maintain nutritional quality and food acceptability.

5. Safety of food after it has been delivered to the program facilities is the responsibility of the County.

6. The Contractor shall avail themselves to meet with the Project Officer and other center staff if necessary at least quarterly to discuss any program issues.

11. LAWS AND REGULATIONS
The Contractor shall comply with all Federal, State, and local laws and regulations governing the sale, preparation handling, storing and transportation of food and shall have in effect all necessary licenses, permits and food handler’s certificates as required by law.

12. ACCESS TO INSPECT
The County shall have the following rights and authority:

A. Access to review and audit, as necessary, Contractor's purchase records bearing upon the food and supplies purchased for the food provided under this contract; and

B. Authority to inspect, at any reasonable time, the Contractor's food preparation, packaging, storage areas, and food containers used for transportation of meals and other supplies to the sites.

The State auditor reserves the right to conduct on-site visit of Contractor’s facility.
13. CONTRACTOR'S STAFF
The Contractor's employees shall be of the ability, appearance, behavior, and physical condition that are in conformity with local Health Department regulations for food service personnel. The Contractor shall comply with all applicable Federal, State, and local laws and regulations pertaining to wages and hours of employment.

14. PERFORMANCE INDICATORS
The following indicators will be used to determine Contractor's performance. Continued "unacceptable" or "poor" ratings may result in termination of the Contract.

Food Temperature at Delivery

<table>
<thead>
<tr>
<th>Acceptable</th>
<th>Poor</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Always delivered per specs.</td>
<td>Up to 5 incidents per month</td>
<td>More than 5 times per month</td>
</tr>
</tbody>
</table>

Time of Delivery

<table>
<thead>
<tr>
<th>Acceptable</th>
<th>Poor</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Always in specified time frame</td>
<td>Delivery up to 15 min. late more than 3 times per month.</td>
<td>Delivery up to 15 min. late more than 3 times per month.</td>
</tr>
</tbody>
</table>

Sanitation

<table>
<thead>
<tr>
<th>Acceptable</th>
<th>Poor</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleanliness and times appearance of containers and utensils always maintained</td>
<td>Up to 2 incidents of inadequately cleaned equipment or utensils per month.</td>
<td>More than 2 per month</td>
</tr>
</tbody>
</table>

Appearance/Freshness

<table>
<thead>
<tr>
<th>Acceptable</th>
<th>Poor</th>
<th>Unacceptable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food is colorful times and appetizing (not overcooked or undercooked)</td>
<td>Up to 3 incidents of pale, mushy, rare or tough meals/month</td>
<td>More than 3 per month</td>
</tr>
</tbody>
</table>

15. INVOICE SUBMISSION
The vendor shall submit its invoice to the County Project Officer prior to the fifteenth of the month following delivery of services. The Contractor shall provide separate invoices for each facility.
EXHIBIT B
PRICING FORM

The Contractor shall charge a fixed price of $6.85 per meal.

The price per meal shall be the same for bulk hot lunch regular diet, pre-plated lunch regular diet, vegetarian diet, special diet or box lunch.

Price per meal shall include related meal items as defined in the scope of service.

Delivery charge shall be $15.00 per day per site and include all costs related to delivery of meals on-site.