



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201**

NOTICE OF RENEWAL

TO: Aramark Correctional Services, LLC
2400 Market Street
Philadelphia, Pennsylvania 19103

ORIGINAL DATE ISSUED:	<u>April 8, 2021</u>
CONTRACT NO:	<u>20-153-RFPLW</u>
CONTRACT TITLE:	<u>Food Services for Inmates of the Arlington County Sheriff's Office</u>

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

The contract documents consist of the terms and conditions of AGREEMENT No. 20-153-RFPLW including any attachments or amendments thereto.

EFFECTIVE DATE: April 15, 2023

EXPIRES: April 14, 2024

RENEWALS: Two (2) Additional 1-yr Renewals Remaining

LIVING WAGE: Y

ATTACHMENTS: AMENDMENT NO. 3

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: Stephen P Grant

VENDOR TEL. NO.: (443) 814-4293

EMAIL ADDRESS: grant-stephen@aramark.com

COUNTY CONTACT: Cpt. Angela Souder, ASCO

COUNTY TEL. NO.: (703) 228-0709

COUNTY CONTACT EMAIL: Asouder@arlingtonva.us

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 20-153-RFPLW
AMENDMENT NUMBER 3**

This Amendment Number 3 is made on March 9, 2023 and amends Agreement Number 20-153-RFPLW ("Main Agreement") dated April 8, 2021, between Aramark Correctional Services, LLC ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the main contract called for under the Main Agreement as follows:

1. **Contract Renewal:** Pursuant to 4. Contract Term, the contract is hereby renewed for an additional 12-month period, from April 15, 2023 to April 14, 2024 (Second Subsequent Contract Term) with two additional 12-month renewals remaining.
2. **Price Adjustment:** Pursuant to 6. Contract Price Adjustments ([amended below](#)), the contract amount/unit price(s) is hereby increased and will not exceed 6.4% percentage of change in the U.S. Department of labor Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the 12 months of statistics available for January.
3. **Contract Price Adjustments** is hereby deleted in its entirety and replaced with:

6. CONTRACT PRICE ADJUSTMENTS

The Contract hourly rates will remain firm until April 14, 2024 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will 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 12 months of statistics [available at the time of the Contract's renewal](#).

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may not renew the Contract, whether or not the County has previously elected to renew the Contract's term.

4. **Force Majeure** is hereby deleted and replaced with:

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, [provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.](#)

5. **Notices** is hereby deleted and replaced with:

47. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Stephen P. Grant, District Manager
2400 Market Street
Philadelphia, PA 19103
Phone: (215) 238-3262
Email: grant-stephen@aramark.com

TO THE COUNTY:

Cpt. Angela Souder, Project Officer
1425 N. Courthouse Road, 7th Floor
Arlington, VA 22201
Phone: 703-228-7263
Email: asouder@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

6. **Service Contract Wage Requirements** is hereby deleted and replaced with:

52. SERVICE CONTRACT WAGE REQUIREMENTS

a. **LIVING WAGE**

The County has determined that the provisions of Section 4-103 of the Arlington County Purchasing Resolution (regarding "Service Contract Wage" or "Living Wage") apply to this Contract. All employees of the Contractor and any subcontractors working on County-owned,

County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services must be paid no less than the hourly Living Wage rate that is published on the County's web site.

The Contractor shall submit a quarterly compliance report and certified copies of quarterly payroll reports for each employee, including subcontractor employees, through the [eComply website](#). If the Contractor or any subcontractor does not have an eComply profile, a one-time registration process immediately following the Notice of Award or Notice of Intent to Award and training on system functionality are required for each non-registered entity.

b. COMPLAINTS BY AGGRIEVED EMPLOYEES

If the Contractor fails to pay the Living Wage rate, an aggrieved employee or subcontractor may file a complaint with the County Purchasing Agent within six months of the underpayment. If the Purchasing Agent determines that the Contractor has failed to comply with the Living Wage rate provisions of the Purchasing Resolution, the Contractor will be liable to the employee for the unpaid wages, plus interest at the judgment rate [from the date originally due, and less any deductions required or permitted](#) by Virginia law. The Contractor must not discharge, reduce the compensation of or otherwise retaliate against any employee who files a complaint with the County Purchasing Agent or takes any other action to enforce the requirements of this section.

c. ADDITIONAL COMPLIANCE REQUIREMENTS

At all times during the term of the Contract, the Contractor must:

1. Post the current Living Wage rate, in English and Spanish, in a prominent place at its offices and at each location where its employees perform services under this Contract (see sample notice in Exhibit C);
2. Within five days of an employee's request, provide a written statement of the applicable Living Wage rate, using the same form provided in Exhibit D;
3. Include the provisions of this section in all subcontracts for work performed under the Contract; and
4. Submit to the Purchasing Agent, within five working days of the end of each quarter, certified copies of quarterly payroll reports for each employee, [including subcontractor employees](#), working under the Contract during the quarter and a completed Arlington County Contractor Living Wage Quarterly Compliance Report (Exhibit D).

d. CONTRACTOR RECORD KEEPING

The Contractor must preserve for five years after the expiration or termination of this Contract records of wages and benefits provided to each employee who worked under the Contract and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request at the Contractor's expense.

e. VIOLATIONS

Violation of this section, as determined by the Purchasing Agent, will be a ground for termination of this Contract and suspension or debarment of the Contractor from consideration for future County contracts.

f. QUESTIONS

For questions regarding Living Wage, please email livingwage@arlingtonva.us.

7. **Exhibit B – Contract Pricing** is hereby deleted in its entirety and replaced with the attached **Exhibit B – Contract Pricing**. Pricing from April 15, 2023 to April 14, 2024, shall be in accordance with Exhibit B – Contract Pricing.
8. **Exhibit C – Living Wage Forms** is hereby deleted in its entirety and replaced with the attached **Exhibit C – Living Wage Forms**.
9. **Exhibit D – Living Wage Quarterly Compliance Report** is hereby deleted in its entirety and replaced with the attached **Exhibit D – Living Wage Quarterly Compliance Report**.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

**THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA**

AUTHORIZED DocuSigned by:
SIGNATURE: Tomeka D. Price
5950D4E0ACC0472...

NAME: Tomeka D. Price
TITLE: Procurement Officer
DATE: 3/10/2023

ARAMARK CORRECTIONAL SERVICES, LLC

AUTHORIZED DocuSigned by:
SIGNATURE: Stephen Yarsinsky
8DD64D02B0CD4AA...

NAME: Stephen Yarsinsky
TITLE: Vice President, Finance
DATE: 3/9/2023

EXHIBIT B
CONTRACT PRICING
Effective: April 15, 2023 – April 14, 2023

The Contractor must include all additional dietary supplements required in the agreement at the meal prices listed below. The County will pay the Contractor on monthly basis.

Number of Meals Served per Day		Cost Per Meal CPI-U 6.4%
600	699	\$ 2.31
700	799	\$ 2.09
800	899	\$ 1.88
900	999	\$ 1.79
1000	1099	\$ 1.68
1100	1199	\$ 1.60
1200	1299	\$ 1.52
1300	1399	\$ 1.47
1400	1649	\$ 1.42
1650	+	\$ 1.36
Halal Meals		\$ 6.70
Kosher Meals		\$ 4.39
Vegetarian		Same as Inmate
Staff Meal		\$ 3.11
Bag Lunch		\$ 1.35

1. The Contractor must provide two served hot meals per month per night shift at additional **\$1122.52** per month.
2. The Contractor must cater two special events per contract year at the Contractor's expense. Upon mutual agreement, the County will select the two events prior to the events occurring. The cost of any additional events requested by the County will be negotiated upon by both parties prior to the events occurring and paid for by the County.

EXHIBIT C
LIVING WAGE FORMS

WAGE NOTICE

THE HOURLY RATE FOR EMPLOYEES OF THE CONTRACTOR AND ANY SUBCONTRACTORS WORKING ON COUNTY-OWNED, COUNTY-CONTROLLED PROPERTY, FACILITIES OWNED, OR LEASED, AND OPERATED BY A CONTRACTOR IF SERVICES PROVIDED AT THAT LOCATION ARE EXCLUSIVE TO ARLINGTON COUNTY, OR CONTRACTS FOR HOME-BASED CLIENT SERVICES MUST NOT BE LOWER THAN

\$17.00 PER HOUR

REFERENCE: ARLINGTON COUNTY PURCHASING RESOLUTION
SECTION 4-103

FOR INFORMATION CONTACT:

ARLINGTON COUNTY
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201
703-228-3410

AVISO de SALARIO

MINIMO

LA TARIFA HORARIA DE LOS EMPLEADOS DEL CONTRATISTA, Y DE CUALQUIER SUBCONTRATISTA QUE TRABAJE EN PROPIEDADES DEL CONDADO, EN INSTALACIONES PROPIAS/ALQUILADAS Y OPERADAS POR UN CONTRATISTA SI LOS SERVICIOS PRESTADOS EN ESE LUGAR SON EXCLUSIVOS DEL CONDADO DE ARLINGTON, O EN CONTRATOS DE SERVICIOS DOMICILIARIOS A CLIENTES, NO DEBE SER INFERIOR
A

\$17.00 POR HORA

REFERENCIA: SECCIÓN 4–103, DE LA RESOLUCIÓN DE LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE ARLINGTON.
(ARLINGTON COUNTY PURCHASING RESOLUTION SECTION 4-103)

PARA OBTENER MAS INFORMACIÓN, LLAME A:
LA OFICINA DEL AGENTE DE COMPRAS DEL CONDADO DE
ARLINGTON.

703-228-3410.

PARA INFORMACION EN PERSONA DIRIJASE A:
2100 CLARENDON BOULEVARD, OFICINA No 500
ARLINGTON, VA 22201

EXHIBIT D
LIVING WAGE QUARTERLY COMPLIANCE REPORT

By Email: Please complete the report below and return it to: **livingwage@arlingtonva.us**

Quarter: _____ Year: _____
Company Name: _____
Contract Number: _____ Contract Name: _____

In order to audit your firm’s compliance with Service Contract Wage (Living Wage) provisions of the Arlington County Purchasing Resolution, please complete the following report and submit to Arlington County, Office of the Purchasing Agent, 2100 Clarendon Boulevard, Suite #500, Arlington, Virginia 22201. This report shall be submitted every (3) months during the Contract Term. All employees of the Contractor and any subcontractors working on County-owned, County controlled property, facilities owned, or leased, and operated by a Contractor if services provided at that location are exclusive to Arlington County, or contracts for home-based client services, shall be listed.

EMPLOYEE NAME	TOTAL HOURS THIS QUARTER	HOURLY WAGE

By signing this form, the above-listed company certifies that the information provided is accurate and complete. If unable to electronically sign this form, then print and sign the fully executed form for submittal by email.

Authorized Signature

Date