

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

NOTICE OF RENEWAL OF CONTRACT

TO:	DATE ISSUED:	MARCH 27, 2012
ARAMARK	CONTRACT NO:	66-11
1101 MARKET STREET	CONTRACT TITLE:	SHERIFF:FOOD SERVICES- DETENTION CENTER
PHILADELPHIA, PA 19107-3270		

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

This is your notice that the above referenced contract has been renewed. The contract term covered by this Notice of Renewal is effective APRIL 1, 2012 and expires on MARCH 31, 2013.

This is the FOURTH year of a possible TEN year contract.

The contract documents consist of the terms and conditions of Agreement No. 27-09 including any exhibits attached or amendments thereto.

CONTRACT PRICING:

- 1) REFER TO EXHIBIT B - REVISED PRICING
- 2) PRICING FOR THIS RENEWAL TERM REFLECTS A 2.9% INCREASE OVER THE PRIOR TERM. PRICE ADJUSTMENTS FOR EXTENSION OPTIONS BASED ON CPI-U FOR THE MONTH OF JANUARY.

ATTACHMENTS:

- 1) EXHIBIT B: REVISED PRICING EFFECTIVE APRIL 1, 2012
- 2) AMENDMENT NO. 1
- 3) AGREEMENT NO. 27-09

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: THERESA CEOFFE

TELEPHONE NO.: 412-942-8729

VENDOR PAYMENT TERMS: NET 30 DAYS

EMAIL ADDRESS: CEOFFE-THERESA@ARAMARK.COM

COUNTY CONTACT: SUSIE DOYEL

TELEPHONE NO.: 703-228-4461

EMAIL ADDRESS: SDOYEL@ARLINGTONVA.US

CONTRACT AUTHORIZATION

DISTRIBUTION


Mr. Ashley Barnes
Procurement Officer

3-27-12
Date

VENDOR: 1
BID FOLDER: 2

AGREEMENT NO. 27-09
REFERENCE NO. 66-11
EXHIBIT B
REVISED PRICING EFFECTIVE
4/1/2012 - 3/31/13

Meals Per Day

Daily Meals			Price Per Meal
Below 1980			\$1.278
1980	-	2020	\$1.278
2021	-	2170	\$1.278
2171	-	2320	\$1.275
2321	-	2470	\$1.267
2471	-	2620	\$1.259
Staff Meal Price			\$2.12
Bag Lunch Price			Inmate Price

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

NOTICE OF
CONTRACT AMENDMENT

TO: ARAMARK 1101 MARKET STREET PHILADELPHIA, PA 19107-3270	DATE ISSUED: CONTRACT NO: CONTRACT TITLE: AMENDMENT NO:	<u>FEBRUARY 27, 2012</u> <u>66-11</u> <u>SHERIFF: FOOD</u> <u>SERVICES - DETENTION</u> <u>CENTER</u> <u>1</u>
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THIS IS AN AMENDED 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.

AGREEMENT 27-09 IS AMENDED TO ADD THE "SENIOR ADULT PROGRAM" AND THE "SENIOR ADULT DAY HEALTH CARE PROGRAM" UNDER EXHIBIT A.

THE CONTRACT DOCUMENTS CONSIST OF THE TERMS AND CONDITIONS OF AGREEMENT NO. 27-09, INCLUDING ANY EXHIBITS, ATTACHED OR AMENDMENTS THERETO.

ATTACHMENT:

AMENDMENT NO. 1 TO AGREEMENT NO. 27-09

EMPLOYEES NOT TO BENEFIT:


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

<u>VENDOR CONTACT:</u> <u>THERESA CEOFFE</u> <u>SARAH LUCCARO</u>	<u>VENDOR TEL. NO.:</u> <u>412-952-8729</u>
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EMAIL: CEOFFE-THERESA@ARAMARK.COM

LUCCARO-SARAH@ARAMARK.COM

<u>COUNTY CONTACT:</u> <u>SUSIE DOYEL</u>	<u>COUNTY TEL. NO.:</u> <u>703-228-4461</u>
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<u>CONTRACT AUTHORIZATION</u>  DELPHINE LAMBERT BUYER	<u>DATE</u> <u>02/27/2012</u>	<u>DISTRIBUTION</u> VENDOR: 1 BID FOLDER: 1
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**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 27-09
AMENDMENT NUMBER 1**

REFERENCE NUMBER 66-11

This Amendment Number 1 ("Amendment") is made on the date of execution of the Amendment by the County and amends Agreement Number 27-09 dated April 20, 2009 ("Main Agreement") and made between ARAMARK Correctional Services, LLC ("Contractor") and the Sheriff of Arlington County, Virginia ("Sheriff").

Whereas the Sheriff and the Contractor desire to amend the Work called for under the Main Agreement, the Contractor and the Sheriff, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows:

EXHIBIT A ("SCOPE OF SERVICES") SHALL BE AMENDED AS FOLLOWS:

ADD ITEMS E AND F TO PARAGRAPH VI- "OTHER CONTRACTOR RESPONSIBILITIES".

- E. Parks, Recreation and Cultural Resources ("PRCR") Senior Adult Programs Office of Senior Adult Programs

The contractor will, with the prior approval of the Sheriff, enter into a separate contract with the County Board of Arlington County to be the provider of one (1) mid-day meal for five (5) days per week at the designated Senior Centers, for its Congregate Meal Program. The Sheriff will allow the Contractor to prepare the meals for the Congregate meal program at the Detention Facility kitchen.

For specific contractual needs of the user, contact PRCR directly (name and address below). Any contract between PRCR and the Contractor is subject to negotiation between the parties; the Sheriff shall not be a party to the contract. The Sheriff reserves the right to withdraw approval of the use of the Detention Facility for this or similar contracts at her discretion at any time during the contract term.

The contact for PRCR is:

Mrs. Cheryl Johnson
Office of Senior Adult Programs
703-228-4746

- F. Department of Human Services ("DHS") Senior Adult Day Health Care program

The contractor will, with the prior approval of the Sheriff, enter into a separate contract with the County Board of Arlington County to be the provider of one (1) mid-day meal for five (5) days per week at the Walter Reed Community Center, for its Senior Adult Day Health Care program. The Sheriff will allow the Contractor to prepare meals for its Senior Adult Day Health Care program at the Detention Facility kitchen.

For specific contractual needs of the user, contact DHS directly (name

and address below). Any contract between DHS and the Contractor is subject to negotiation between the parties; the Sheriff shall not be a party to the contract. The Sheriff reserves the right to withdraw approval of the use of the Detention Facility for this or similar contracts at her discretion at any time during the contract term.

The contact for DHS is:

Mrs. Michael DiGeronimo
Arlington County Adult Day Program
703-228-0965

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

WITNESS THESE SIGNATURES:

THE SHERIFF OF ARLINGTON COUNTY, VA

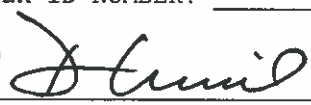
ARAMARK Correctional Services, LLC

TAXPAYER ID NUMBER: 23-2778485

SIGNED
BY:



SIGNED
BY:



PRINT NAME BETH ARTHUR
AND TITLE: SHERIFF

PRINT NAME David Kimmel
AND TITLE: Vice President-Finance

DATE:

2/23/12

DATE:

2/21/12

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

NOTICE OF AWARD OF CONTRACT

TO: ARAMARK
1101 MARKET STREET
PHILADELPHIA, PA 19107-3270

DATE ISSUED: MARCH 10, 2011

CURRENT REFERENCE NO: 66-11

CONTRACT TITLE: SHERIFF: FOOD SERVICES - DETENTION CENTER

PRIOR REFERENCE NO: 57-10

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.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective APRIL 1, 2011 and expires on MARCH 31, 2012.

This is the THIRD year award notice of a possible TEN year contract.

The contract documents consist of the terms and conditions of Agreement No. 27-09, including any exhibits, attached or amendments thereto.

CONTRACT PRICING:

- 1) PRICING FOR THIS RENEWAL TERM REFLECTS A 1.6% INCREASE OVER THE PRIOR TERM. PRICE ADJUSTMENTS FOR EXTENSION OPTIONS NEGOTIATED UP TO CPI-U FOR THE MONTH OF JANUARY.
- 2) REFER TO AGREEMENT 27-09

ATTACHMENTS:

- 1) EXHIBIT B: REVISED PRICING EFFECTIVE APRIL 1, 2011
- 2) AGREEMENT NO. 27-09

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: TERRY PINNIX
VENDOR TEL. NO.: 410-251-3110

VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 410-641-8972

TAX IDENTIFICATION NUMBER (EIN/SSN): 23-2778485

EMAIL ADDRESS: PINNIX-TERRY@ARAMARK.COM

COUNTY CONTACT: SUSIE DOYEL
COUNTY TEL. NO.: 703-228-4461

CONTRACT AUTHORIZATION


Pamela Hayes
Assistant Purchasing Agent

3/10/11
DATE

DISTRIBUTION

VENDOR: 1
BID FOLDER: 1

AGREEMENT NO. 27-09
REFERENCE NO. 66-11
EXHIBIT B
REVISED PRICING EFFECTIVE
4/1/2011 - 3/30/12

Meals Per Day

Daily Meais			Price Per Meal
Below 1980			\$1.242
1980	-	2020	\$1.242
2021	-	2170	\$1.242
2171	-	2320	\$1.239
2321	-	2470	\$1.231
2471	-	2620	\$1.223
Staff Meal Price			\$2.06
Bag Lunch Price			Inmate Price

ARLINGTON SHERIFF, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201

AGREEMENT NO. 27-09

THIS AGREEMENT is made, on the date of execution by the Sheriff, between ARAMARK Correctional Services, LLC, 1101 Market Street, Philadelphia, Pennsylvania 19107, a Delaware Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the Sheriff of Arlington Sheriff, Virginia (Sheriff). The Sheriff and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A (Scope of Work) and Exhibit B (Pricing). 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.

The Contract Documents set forth the entire Agreement between the Sheriff and the Contractor. The Sheriff and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK

The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to create and provide to the Sheriff food services at the Arlington County Detention Facility. The Contract Documents set forth the minimum Work estimated by the Sheriff 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 its Work.

PROJECT OFFICER

The performance of the Contractor required by this Agreement is subject to the review and approval of the Sheriff Project Officer, who shall be appointed by the Arlington Sheriff or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM

Work under this Agreement will commence upon execution of this Agreement by the County and shall continue for twelve (12) month period ("Initial Contract

Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor for not more than ten (10) additional twelve (12) month periods (each period is referred to as "Subsequent Contract Term").

CONTRACT AMOUNT

The Sheriff will pay the Contractor in accordance with the terms of the Payment paragraph and Exhibit A for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

PAYMENT

Payment will be made by the Sheriff to the Contractor monthly after receipt by the Sheriff Project Officer of an invoice for Work done which is reasonable and allocable to the Agreement and which has been performed to the satisfaction of the Project Officer.

ADDITIONAL SERVICES

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

ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

COUNTY EMPLOYEES

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

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.

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 in accordance with the Arlington Sheriff Resolution, the employees of whom 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.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT

County purchases of goods over \$5,000.00 per transaction and purchases of services over \$500 per transaction 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. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over \$5,000 per transaction or purchases of services over \$500 per transaction 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 must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the Sheriff. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

ADJUSTMENTS FOR CHANGE IN SCOPE

The Sheriff 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 project or of the Contractor's services has 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 Sheriff and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the 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 amendment has been signed by the Sheriff and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

FAILURE TO DELIVER

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice, may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs; provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County, Virginia, 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 Virginia State and Local Government Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The Contractor certifies that its offer is 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 purchase 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.

LIABILITY

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 strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the County, that make performance impossible or illegal, unless otherwise specified in the Contract.

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.

APPLICABLE LAW

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the 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.

AUTHORITY TO TRANSACT BUSINESS

Any firm or entity submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia. THIS SAME REQUIREMENT SHALL APPLY TO ALL FIRMS, REGARDLESS OF THE LEGAL FORM OF THE ENTITY. The proper legal name of the firm or entity must be written in the space provided on the Bid Form or Proposal Form. The County may require a firm to provide documentation (preferably from a governmental entity) prior to award which: 1) clearly identifies the complete name and legal form of the firm or entity (i.e. corporation, partnership, etc.), and 2) establishes that the firm or entity is authorized to transact business in the Commonwealth of Virginia. Failure of a firm to provide such documentation shall be grounds for cancellation of the award.

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 the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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 said Contract.

RELATION TO SHERIFF

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the Sheriff. The Sheriff 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. Further, 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.

DELIVERY

All goods are purchased F.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION

The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. 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 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.

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.

CONFIDENTIALITY AND RETURN OF RECORDS

The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "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 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 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 under 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 Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

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 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 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 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.

AUDIT

The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but 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.

PROJECT STAFF

The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

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.

SAFETY

The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel 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 Sheriff Project Officer at least one 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 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 work site.

The Contractor shall provide to the Sheriff, at the Sheriff'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 Sheriff's request may result in cancellation of the award.

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U

The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) 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 Contract Year.

If the Contractor and the Sheriff do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the Sheriff will terminate the Contract whether or not the Sheriff has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

REPORT STANDARDS

Reports or written material prepared by the Contractor in response to the requirements of this Contract 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 the Contract requirements shall be borne by the Contractor.

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

- All submittals and copies shall be printed on at least 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.

ADJUSTMENTS FOR CHANGE IN SCOPE

The Sheriff 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 project or of the Contractor's services has 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 Sheriff and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the 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 amendment has been signed by the Sheriff and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION

All funds for payments by the Sheriff under this Contract are subject to the availability of an annual appropriation for this purpose by the Sheriff Board of Arlington Sheriff. In the event of nonappropriation of funds by the Sheriff Board of Arlington Sheriff 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 Sheriff will terminate the Contract, without termination charge or other liability to the Sheriff, 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 Sheriff Board of Arlington Sheriff shall not be obligated under this Contract beyond the date of termination.

TERMINATION FOR DEFAULT

The Contract will remain in force for the full period specified and until the Sheriff determines that all requirements and conditions have been satisfactorily met and the Sheriff has accepted the Work, and

thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the Sheriff will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the Sheriff in its discretion.

In the event the Sheriff decides to terminate this Contract for failure to perform satisfactorily, the Sheriff will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the Sheriff. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, 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 Sheriff prior to such termination. However, an amount equal to all additional costs required to be expended by the Sheriff to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the Sheriff terminates the Contract.

Except as otherwise directed by the Sheriff, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the Sheriff), 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.

In the event any termination for default 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.

TERMINATION FOR THE CONVENIENCE OF THE SHERIFF

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the Sheriff'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.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all 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 Sheriff; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)

During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the Sheriff. The Contractor understands and agrees that this is a requirements contract and the Sheriff will have no obligation to the Contractor if no items or services are required or requested by the Sheriff. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the Sheriff for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the Sheriff is under no obligation to the Contractor to buy 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 Sheriff may require 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 in this Contract.

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. The Contractor agrees to maintain such insurance until the completion of this Contract. 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:

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.

Commercial General Liability - \$1,000,000 per occurrence coverage with \$3,000,000 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.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia."

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

Business Automobile Liability - \$500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor assumes all risks for direct and indirect 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.

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, and for all materials, tools, equipment, appliances, and property of any description used in connection with the 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 alternative coverages are submitted to and acceptable to the County.

AMENDMENTS

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

NONEXCLUSIVITY OF REMEDIES

All remedies available to the Sheriff under this contract are cumulative and no such remedy shall be exclusive of any other remedy available to the Sheriff at law or in equity.

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 the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

WITNESS these signatures:

THE SHERIFF BOARD OF ARLINGTON
SHERIFF, VIRGINIA

ARAMARK CORRECTIONAL SERVICES

TAXPAYER
ID NUMBER, SN/EIN 23-2778485

AUTHORIZED
SIGNATURE:

Beth Arthur

AUTHORIZED
SIGNATURE:

David Kimmel

NAME AND
TITLE: BETH ARTHUR
SHERIFF

NAME AND
TITLE: DAVID KIMMEL
VICE PRESIDENT, FINANCE

DATE:

4-20-09

DATE:

4/15/09

AGREEMENT 27-09

EXHIBIT A

SCOPE OF SERVICES

I. Introduction:

The Contractor shall provide food services for inmates of the Arlington County Detention Facility, its staff, and visitors at its premises described below. The Contractor shall furnish well-prepared and nutritionally adequate meals that meet all requirements prescribed by state, federal or local law or regulation. Additionally, the Contractor shall meet all food service related requirements necessary to comply with American Correctional Association (ACA) standards, National Commission on Correctional Health Care (NCCHC) standards, and with the Virginia State Board of Corrections "Minimum Standards for Jails and Lockups" as those minimum standards apply to food services. The NCCHC Standards can be found at http://www.ncchc.org/resources/stds_summary/jail_b.html. The Contractor shall comply with all Virginia State, NCCHC, and ACA food service standards and assist in maintaining ACA Accreditation.

II. Food Requirements:

- A. The Contractor shall furnish labor, material, and supplies necessary to provide food service to inmates and staff for the Arlington County Detention Facility.
- B. The average daily inmate population is expected to be between 650 and 700. In addition, the Contractor shall serve approximately 70 additional meals per day to staff and visitors.
- C. The Contractor shall provide a standard of food service that conforms to the standards of the State of Virginia, the American Correctional Association (ACA), and the National Commission on Correctional Health Care (NCCHC) standards, covering the provision of food services in detention facilities, such standards and policies as may be in effect or which may be established by the Commonwealth of Virginia, and these specifications. If a conflict arises in the application of standards identified herein, the requirement that shall prevail is the more stringent of the standards specified above.
- D. Meal/Menu Minimum Requirements - The Contractor shall provide at least three (3) meals daily with no more than thirteen (13) hours passing between the evening meal and breakfast, and a minimum of two hot meals per day, seven days per week, under this contract. Two 8-oz. portions of fresh, whole milk (min 2% milk fat) will be served per day with at least one 8-oz. portion served as a beverage and/or the remaining portion in food preparation. Minimum standards for local jails in the Commonwealth of Virginia require that food must meet the dietary allowances as stated in the "Recommended Dietary Allowances, National Academy of Sciences". Meals served must at least meet the standard 2800 calories per day appropriately distributed between three meals as mandated by the

above sources. Should these minimum calorie standards change during the term of this contract, the Contractor shall adjust meals accordingly at no increase in the contract unit price per meal charged to the Sheriff. Meals shall meet State of Virginia and American Correctional Association standards. The Contractor warrants that all meals will be nutritious and served in a manner that makes them wholesome and palatable. The monthly menus proposed by the Contractor shall be reviewed and approved by the Sheriff or her designee at least thirty (30) days in advance of implementation. The Contractor shall provide, at no extra cost, meals conforming to special religious, medical, vegetarian and similar diets approved by the Sheriff. Evening meals shall be available for late arrivals from transport, work release and others who cannot be or who are not present for the scheduled meals. No pork products will be served. The Offeror shall submit a sample 30-day menu with their proposal.

- E. A minimum of five (5) spirit lifter meals shall be provided annually, including the Christmas, New Year's and Thanksgiving holiday periods and two meals to be scheduled at the discretion of the Sheriff. All such meals will be provided at contract rates.
- F. Special Diets - The Contractor shall comply with and provide physician recommended diets including dietary supplements (e.g. Ensure or other similar product). In addition, the Contractor shall provide all inmates with an acceptable diet, which is commensurate with religious requirements and/or vegetarian preferences. Special diets shall be provided at the contract unit price applicable for all inmates.
- G. Meal Procedures - The Contractor shall be responsible for food service procedures detailed below and will arrange for a delivery schedule to ensure that hot meals are delivered hot. (All meals are prepared and delivered from the ground floor of the Detention Facility):
 - 1. Fifth Floor: Contractor is responsible for delivering approximately 213 thermal trays for each meal on carts to three, fifth-floor housing units (Units of 85, 51 and 77 inmates). Sheriff's staff assigned to each fifth floor housing unit will be responsible for arranging for a work force inmate from each housing unit to serve the inmates in the units. The Contractor will provide proper hair restraints or hats, and plastic gloves for the workforce inmates serving the inmates in the units.
 - 2. Seventh Floor: The Contractor is responsible for delivering approximately 214 thermal trays for each meal on carts to three, seventh-floor housing units (Units of 71, 71 and 72). Sheriff's staff assigned to each seventh floor housing unit will be responsible for arranging for a work force inmate from each housing unit to serve the inmates in the unit. The Contractor will provide proper hair restraints or hats, and plastic gloves for the workforce inmates serving the inmates in the unit.

3. Ninth Floor: The Contractor is responsible for delivering approximately 208 thermal trays for each meal on carts to three, ninth-floor housing units (Units of 72, 71 and 65). Sheriff's staff assigned to each ninth floor housing unit will be responsible for arranging for a workforce inmate from each housing unit to serve the inmates in the unit. The Contractor will provide proper hair restraints or hats, and plastic gloves for the workforce inmates serving the inmates in the unit.
4. Eleventh Floor: The Contractor is responsible for delivering approximately 71 thermal trays for each meal on carts to three eleventh floor housing units (Units of 42 and 29). Sheriff's staff assigned to each eleventh floor housing unit will be responsible for arranging for a work force inmate from each housing unit to serve the inmates in their unit. The Contractor will provide proper hair restraints or hats, and plastic gloves for the workforce inmates serving the inmates in their unit.
5. Medical Section (Second Floor): The Contractor is responsible for delivering approximately 12 trays each meal period on a cart to the medical section. Sheriff's personnel will be responsible for subsequent serving procedures.
6. Intake Section (Ground Floor): The Contractor is responsible for delivering approximately 15 trays for each meal period on a cart to the intake section. Sheriff's personnel will be responsible for subsequent serving procedures.
7. Staff Dining: The Contractor shall be responsible for providing meals to staff in the 11th floor staff dining room. The lunch meal (from approximately 11:00 AM to 2:00 PM) will consist of at least two varieties of meals - one steam table hot meal and one hot/cold sandwich meal offering, a salad bar with fruits, salad, and dressings. It is estimated that approximately 70 staff meals will be needed for lunch. The Contractor shall provide an employee in the staff dining room during the lunch meal preparation and serving. Additional service hours requested by the Contractor must have prior approval by the Sheriff's Office designee. In the event the staff dining room will be closed on a given day, advanced written notice must be given to the Sheriff's Support Service Administrator. The Offeror shall submit a sample 4-week staff menu with their proposal.
8. Beverage Bars: The Contractor will be responsible for delivering beverage bars to 12 housing units with each beverage bar serving up to 71 inmates each. The beverage bars shall contain at least 10% juice on a daily basis to be served with each meal. It is estimated that each

housing unit will require approximately 15 gallons of beverage per day. The Sheriff may approve substitutions. Other beverages, e.g. coffee, milk, tea will be included with meals pursuant to the menu.

9. Any food complaints generated by inmates or Sheriff staff shall be directed to the Food Services Manager addressed immediately by the Contractor.

III. Staffing Requirements:

- A. The Contractor shall provide adequate staffing to include one (1) food service manager and one (1) assistant manager to oversee and supervise all aspects of the food service operation. At least two (2) contract employees not including the manager or assistant manager shall be physically present and on duty, on site daily between 5:00 AM and 7:00 PM (or until completion of the dinner meal and cleanup operation). Staff must be provided at all times to ensure that the terms of this agreement are satisfied. The Sheriff shall provide inmates for food service operations for food preparation, delivery of meals, and general sanitation and cleaning, hereinafter referred to as Kitchen Workers. It is expressly agreed that Kitchen Workers provided by the Sheriff are not to be considered agents or employees of the Contractor. The Contractor shall train and supervise such Kitchen Workers subject to the overall control of the Sheriff.

Additionally, at least one (1) contract employee shall be physically present in the staff dining room during preparation and serving of the lunch meal (approximately 11:00 AM to 2:00 PM). All Contractor employees shall be able to effectively communicate in English. Responses shall include a proposed staffing plan that identifies the number of Contractor Staff and Kitchen Workers required and staffing schedules for a typical two-week period.

- B. All employees of the Contractor who will work in the Detention Facility shall undergo a security clearance by the Sheriff or his/her designee. All employees shall comply with the Sheriff's written policy and procedure relating to Detention Facility security. This policy is available for inspection in the Office of the Sheriff. For security reasons, any employee of the Contractor who has been denied access to another correctional facility will be disclosed in writing.
- C. The on-site food service manager shall have at least four (4) years experience in correctional food service operations and be approved by the Sheriff. The assistant food service manager shall have at least two (2) years of experience in correctional food service operations. All other food service employees shall have at least two (2) years of food service experience.
- D. Kitchen Workers provided will be as requested by the Contractor, but not less than fifteen (15) each day while the

kitchen is in operation. Selection of Kitchen Workers will be the responsibility of the Sheriff. The Sheriff will also be responsible for any escorts necessary in the transportation of the Kitchen Workers to and from the kitchen facility and during the serving of the meals to the Kitchen Workers. Kitchen Workers are not permitted to supervise other Kitchen Workers or handle Detention Facility keys or other security equipment/tools.

- E. Kitchen Workers will be under the direct monitoring of the Contractor's food service supervisor. Kitchen Workers not cooperating, failing to work properly, or causing a disturbance will be reported to the Sheriff's office staff immediately and shall be removed for cause from their assignment as a Kitchen Worker upon request of the Contractor.
- F. Kitchen Workers will be issued a clean working apron daily by the Contractor and shall be required by the Sheriff to wear appropriate protective gloves, non-slip shoes and proper hair restraints or hats provided by the Contractor. Kitchen Workers will be required by the Sheriff, as a condition of being a Kitchen Worker, to bathe daily, be clean shaven, and generally maintain clean personal habits.
- G. The Kitchen Workers will be responsible for routine cleaning and housekeeping in the food preparation, service, and storage areas and will, on a continuing basis, maintain high standards of sanitation during normal working hours in compliance with all local and State health code and food service requirements and other reasonable requirements promulgated by the Contractor and approved by the Sheriff. Trash and garbage shall be brought to the loading dock area by Contractor employees in clear plastic bags provided by the Contractor at least twice per day, seven days per week, for removal by the Sheriff. Kitchen Workers shall not be involved in the trash and garbage removal process.

IV. The Contractor Shall:

- A. Provide all paper products, one new plastic disposable spork for each tray served per meal, consumable supplies (including, by way of illustration and not limitation, sandwich bags, PVC film and aluminum foil), food products used in preparation of meals, containers and disposable eating ware for use in special housing cells and meals for inmates who have missed a meal while in court. In the event of kitchen ware washing equipment breakdown, or other conditions beyond the control of the Sheriff and the Contractor which requires that the Contractor use other than the specified standard serving ware, the Contractor shall, at no cost to the Sheriff, supply disposable trays, cups and spoons for eleven consecutive meals. The Sheriff will be billed at the Contractor's invoice cost for the disposable products used for the twelfth meal and thereafter until the specified ware is again made available by the Sheriff for use by the Contractor.

B. Be responsible for providing all kitchen cleaning aids and supplies and washing down and keeping the loading dock area neat at all times. At least twice per day, the Contractor's employees shall remove all trash and garbage from food preparation and storage areas to the loading dock in clear plastic bags and place it in containers provided by the Sheriff.

C. Comply with Detention Facility rules concerning the use of the loading dock areas. Remove all delivery items immediately to include crates, wooden pallets, and packing materials. Use best practices to keep the loading dock clear to accept vendor deliveries; this is the only entrance for deliveries to the jail

Contractor shall advise the Sheriff's staff of all deliveries to the loading dock, which shall be subject to search.

D. Require its employees to adhere to all rules and regulations pertaining to the operations of the Detention Facility and the supervision of Kitchen Workers. The Contractor will notify the Support Services Administrator of prospective new Contractor employees including name, date of birth, social security number and potential hire date. The Sheriff shall issue appropriate material to ensure familiarization and compliance with the Detention Facility rules and regulations and will establish a formal training/orientation program for Contractor employees, which must be completed prior to clearance of a prospective Contractor's employee. The Contractor shall be responsible for payment of its prospective employees during this training period. The Sheriff retains the right to thoroughly investigate any current or prospective Contractor's employee to include the use of a polygraph examination to the extent permitted by law.

No Contractor's employee will be permitted to work without prior approval of the Sheriff.

E. Provide in writing to the Director of Corrections any plans for proposed changes in the approved menu. The Contractor shall maintain documentation of any periodic deviation or substitution in the approved menu.

F. Require that Contractor employees assigned to duty at the Arlington County Detention Facility ("ACDF") submit to periodic health examinations at least as frequent and as stringent as required by law, and shall submit to the Sheriff evidence of compliance with all health regulations. A copy of the compliance evidence shall be maintained on file at the facility.

G. Purchase and pay for all food products and supplies used during the term of this contract. The food products purchased for use in the food service facilities shall remain the property of the Contractor. Contractor shall properly handle, store, and prepare all food. The Contractor shall inventory weekly all food products and supplies. Upon termination of this Agreement, the Sheriff shall purchase or have a successor food service Contractor purchase any reasonable quantities of remaining inventory.

- H. Provide any additional food service as mutually agreed upon by the Sheriff's designee and the Contractor's resident food service manager. For additional food services, portion sizes, and menus, charges shall be mutually agreed upon with the Sheriff's liaison. The Contractor shall supply all dietary and special meals prescribed, in writing, by physicians for inmates at the contract unit price. The Contractor shall make every effort to limit additional meal requests through proper scrutiny of the diet list.
- I. Secure and pay for all applicable Federal, State, and Local licenses, taxes (including Arlington County meals tax), permits, and fees required for the operation of the food services.
- J. Submit an invoice to the Sheriff monthly for the number of meals ordered for the previous month.
- K. Furnish semi-annual (February 1 and August 1) reports on the condition of all Sheriff food service equipment. Contractor's employees shall supervise the orientation and training of Kitchen Workers in the use of such equipment to ensure its proper care and safe operation. The Contractor shall be responsible for maintaining all kitchen equipment warranty requirements. If negligence by the Contractor regarding warranty obligations results in a violation or abrogation of the warranty, the Contractor shall pay for repairs and/or replacement of kitchen equipment. All kitchen equipment in need of repair shall immediately be reported in writing to the Sheriff's Office liaison for approval to be serviced.
- L. The Contractor shall provide the proper safety equipment to their employees and the Kitchen Workers including hair nets, gloves, aprons, proper non-slip shoes, and other safety items as needed.
- M. Return to the Sheriff at the expiration of this contract the food service premises and all equipment furnished by the Sheriff in the condition in which received, except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or other excusable occurrence, and except to the extent that said equipment may have been stolen by persons other than employees of the Contractor without negligence on the part of the Contractor or its employees, and providing that all damages and losses are reported to the Sheriff immediately upon discovery. A semi-annual (February 1 and August 1) inventory shall be submitted to the Sheriff for all items covered by this paragraph. The Sheriff shall pay for needed repairs caused by normal wear and tear. The Sheriff, at no charge to the Contractor, shall replace equipment, which, in the opinion of the Sheriff, has exceeded its useful life. The decision as to the suitability of the replacement shall be determined by the Sheriff after consultation with the Contractor.

- N. Participate in the Sheriff's budget preparation process relating to food service equipment required during each County fiscal year and submit a budget request to the Sheriff's Office designee.
- O. Ensure that facilities and equipment used in the contract are not used to prepare food for agencies or persons other than those delineated under this contract unless approved in advance in writing by the Sheriff.
- P. Keep accurate accounts of sales and meal records in connection with the food services covered by this Agreement. All such records shall be retained by the Contractor for a period of five (5) years and may be audited by the Sheriff at any time during regular working hours. All records shall be either kept in Arlington County or be available in Arlington County on demand within 72 hours.
- Q. Provide formal food service training to no more than 20 Kitchen Workers and inmates per training period as designated by the Sheriff for the purpose of providing vocational training to be used when seeking employment upon release. The number of training periods will be at the discretion of the Sheriff, but not to exceed one each month. The Contractor will furnish a lesson plan including the areas of training and schedule classes during the training period. Upon testing and successful completion of the training, a certificate will be issued to the Kitchen Workers (student). Training will consist of both classroom and on-the-job training. Training will include but not be limited to the following topics:
- Introduction to Food Service careers
 - Food sanitation
 - Food preparation
 - Safety
 - Care and use of equipment
 - Nutrition
 - Food storage
 - Menu preparation
 - Special diets
 - Cooking methods
 - Bakery Program
 - Serv Safe Certification Program
- R. Arrange and coordinate the arrival and receipt of products at the loading dock consistent with the hours of use of the dock, so as not to interfere with the operations of the dock area or interfere with the preparation and delivery of meals. Prior approval shall be obtained from the Assistant Director of Corrections-Operation if there is any request for deviation from the loading dock hours.
- S. Provide and maintain freight handling equipment necessary for loading and unloading food service supplies/inventory.

- T. Provide pest control in food service preparation areas, serving areas and food storage areas. Standard treatment shall consist of pest control for bees, ants, roaches, centipedes, fleas, ticks, earwigs, spiders, silverfish, wasps, crickets, mice, and rats and other pests that may be discovered by applying a chemical, paste or powder barrier throughout the building. At no time shall inmates or Kitchen Workers use, apply, or otherwise have access to any insecticides or pesticides used in the pest control process. The Contractor's plan for storage of pesticides and insecticides on site must be approved in writing and in advance by the Sheriff.
- U. Comply with the "NO SMOKING" policy in the Detention Facility.
- V. The Sheriff and/or the County shall not be responsible for parking for the contractor and its employees. The Contractor shall comply with all applicable laws, rules and regulations. The Contractor is responsible for securing parking.
- W. Propose a program to become a Certified Green Commercial Kitchen. This is unique to the foodservice industry as it's designed to help all commercial kitchens go green. This program should consist of improving commercial kitchen best practices in five key areas: Energy Conservation, Water Conservation, Waste Reduction, Recycling, Green Cleaning and Green Education. Combining ENERGY STAR®-qualified products, eco-friendly supplies, educational resources and LEED-accredited expertise, the Green Commercial Kitchen program should satisfy requirements toward other Green certifications.
- X. Ensure the facility has enough perishable food stock on hand for at least 72 hours should an emergency arise. Describe your emergency plan for food operations/service during an emergency disaster situation.
- V. The Sheriff shall be responsible for and provide:
 - A. Accurate and timely orders for the number of meals to be served to inmates, Correctional Officers and staff within two (2) hours of time of service.
 - B. Adequate heat, light, ventilation and all other utilities. The Sheriff shall provide business telephone service to the Contractor. The Contractor shall be responsible for payment of all costs associated with the provision of this phone and shall be billed to the Contractor separately for all charges on a monthly basis.
 - C. The removal of trash and garbage from the loading dock area.
 - D. General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings and wall and ceiling surfaces; and all food service

equipment repairs, except when damage is due directly to the Contractor's employee negligence or abuse. The maintenance provided does not include cleaning or housekeeping operations or pest control for the Contractor's food service operation.

- E. Food preparation by inmates, storage and holding equipment and maintenance for the same.
- F. Security, control and supervision of inmates and Kitchen Workers.
- G. Adequate inventory of pots, pans, small wares, "Aladdin" or comparable thermal insulated trays, serving utensils, zylon type drinking vessels, beverage transport containers. The initial inventory will be agreed upon between the Sheriff and the Contractor. Should the Contractor desire to change tray types used, the initial inventory of trays required shall be paid for and provided by the Contractor. The same provision applies to any changes of equipment desired by the Contractor, all of which shall be subject to the approval of the Sheriff.
- H. The timely return of the trays, eating utensils and drinking vessels to the kitchen after each meal.
- I. Facility inspections will be completed by designee appointed by the Sheriff when deemed necessary, with or without advance notice to the Contractor.

VI. Other Contractor Responsibilities

The Arlington County Detention Facility provides meals for other agencies such as "Meals on Wheels" and the Residential Program Center. The Contractor shall continue providing these services by entering into separate contracts with these agencies. The Sheriff shall approve these or future contracts in advance and in writing. The food Contractor for the Detention Facility shall provide the following additional services, which are currently provided for other County programs or agencies.

A. Meals-on Wheels

The Contractor will, with the prior approval of the Sheriff, enter into a separate contract with Meals on Wheels, a private not-for-profit agency (Agency) which provides meals to its homebound clients. The incumbent contractor employs Kitchen Workers to assist in the preparation of these meals.

For specific contractual needs of the user, contact the Agency directly (name and address below). Any contract between the Agency and the Contractor is subject to negotiation between the parties; neither the Sheriff nor the County shall be a party to the contract. The Sheriff reserves the right to withdraw approval of the use of the Detention Facility for this or similar contracts at her discretion at any time during the contract term.

The contact for the Agency is:

Ms. Donna Cornman 703-522-4377
Meals on Wheels of Northern Virginia
Box 1335, Vienna, Virginia 22183

B. Arlington County Residential Program Center

The Arlington County Residential Program Center (RPC) requires the provision of meals to its residents. The Contractor must provide a driver and vehicle to transport the meals. The meals shall be provided three times per day (breakfast, lunch, and dinner), seven days per week. The meals shall be based on the four food groups, and food preparation practices must be in compliance with all applicable health and food preparation and service standards. Any contract between the Arlington County Department of Human Services and the Contractor is subject to negotiation between the parties; neither the Sheriff nor the County shall be a party to the contract. The Sheriff reserves the right to withdraw approval of the use of the Detention Facility for this or similar contracts at his discretion at any time during the contract term.

The contact for questions regarding the Center is:

Tony Turnage
Arlington County Department of Human Services
703-228-1320

C. Parks, Recreation and Cultural Resources (PRCR) Senior Adult Programs
Office of Senior Adult Programs Contingency Plan for Emergencies

The contractor will, with the prior approval of the Sheriff, enter into a separate contract with the Arlington County Parks, Recreation and Cultural Resources Office of Senior Adult Programs (PRCR) to be the emergency back-up to provide one meal daily at the designated Senior Centers, for its congregate meal program.

For specific contractual needs of the user, contact PRCR directly (name and address below). Any contract between PRCR and the Contractor is subject to negotiation between the parties; the Sheriff shall not be a party to the contract. The Sheriff reserves the right to withdraw approval of the use of the Detention Facility for this or similar contracts at her discretion at any time during the contract term.

The contact for PRCR is:

Mrs. Cheryl Johnson
Arlington County Office of Senior Adult Programs
Countywide Director of Senior Centers
703-228-4746

D. Additional Food Services for Special Events

The Contractor is required to provide food services for special events (e.g. retirement reception, meetings) in the County. These events are separately priced items.

**AGREEMENT 27-09
EXHIBIT B
PRICING**

Meals Per Day

Daily Meals		Price Per Meal
Below 1980		\$1.205
1980	- 2020	\$1.205
2021	- 2170	\$1.205
2171	- 2320	\$1.199
2321	- 2470	\$1.192
2471	- 2620	\$1.184
Staff Meal Price		\$2.000
Bag Lunch Price		Inmate Price