



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.

THIS IS A SEALED BID PROPOSAL FOR FOOD SERVICE MANAGEMENT
West Virginia Division of Corrections

DELIVER TO:

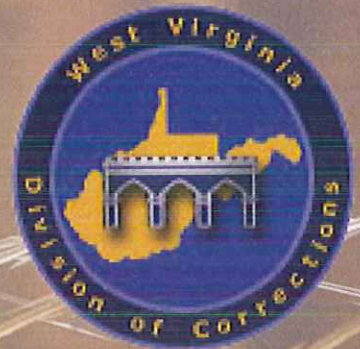
Department of Administration
Purchasing Division
2019 Washington Street East
P.O. Box 50130
Charleston, West Virginia 25305-0130

Due Date and Time: Thursday, March 28, 2013 at
1:30 P.M.
Solicitation Number: COR61564

CONTACT: TIM BARTTRUM



2300 Warrenville Road
Downers Grove, Illinois 60515
Phone: (765) 730-7822
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CELEBRATING OVER **35** YEARS
OF SERVICE TO PUBLIC SAFETY

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This proposal contains confidential information proprietary to ARAMARK Corporation.
It may be used or copied (in part or in whole) with written permission only.



March 28, 2013

Ms. Tara Lyle
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, West Virginia 25305

Dear Ms. Lyle,

We would like to thank you for allowing ARAMARK Correctional Services to submit a proposal for food services within the West Virginia Division of Corrections per solicitation COR61564. We understand and appreciate the effort that went into this solicitation and are excited about the opportunity to demonstrate how we might serve the evolving needs of the entire West Virginia DOC community. It is our belief that you will find our proposal responsive to your needs and desires.

The goal of our response was to provide the Division with a proposal that would reduce costs, without reducing quality. For the past several years, that is how we have approached our relationship with the West Virginia Division of Corrections. We understand the financial impact that food service operations can have on a department budget and you have our commitment to continuously look for ways to assist in lowering your food cost for inmate food service.

We value the relationship that we have with the Division and the facility staff across the state of West Virginia. We do not view ourselves as your provider, we see ourselves as being a part of your team. If given the opportunity, we would like to continue our relationship for years to come.

We look forward to speaking with you further about our proposal. .

Sincerely,

A handwritten signature in black ink that reads "Tim Barttrum". The signature is written in a cursive, flowing style.

Tim Barttrum
Director of Business Development
ARAMARK Correctional Services

EXECUTIVE SUMMARY:

"In order to meet the needs of our expanding system, I am committed to empowering our staff to develop process improvements that will create both effective and cost-efficient correctional practices and procedures. We will work toward 'Best Practices' in corrections management."

Commissioner Jim Rubenstein
West Virginia Division of Corrections

Meeting Your Needs:

Our goal as your food service partner has always been to understand your needs and find ways to help you address those needs. We understand that your prison system is expanding and that the corrections budget continues to get smaller. During our partnership, we have brought innovative menu and product sourcing solutions to the Division to help you address your needs. In the future, we would like to go beyond those initiatives and discuss other means to assist you with reducing costs, whether providing programming to help reduce recidivism or menu solutions that address your largest expenditure—inmate healthcare costs. The Division can count on ARAMARK to provide you with data-based information on ways that we can reduce recidivism and healthcare costs of inmates.

Effective and Cost-Efficient:

The Division is taking the necessary steps to become more efficient by seeking to extend partnership with food service professionals. As you have experienced, we have brought significant savings to the state through the operations of Mount Olive, Huttonsville, Lakin, Parkersburg, and Ohio County Correctional Facilities. By implementing procedures and processes that create efficiencies, we have also impacted the quality of service inmates receive at these facilities.

Best Practices:

We are committed to best practices in our service delivery and our partnership. There have been many occasions throughout our partnership in which our people have implemented best practices that made a difference in the operations of the facilities in which we work. Most recently, during Hurricane Sandy, staff at several locations put emergency procedures in place to ensure that each and every meal would be served without incident. Hours of preparation and planning were put into our response, and our people demonstrated that best practices for ARAMARK employees go beyond serving quality food at a reasonable price.

We are aligned with your mission and have the same vision. We want to continue to meet your needs and the needs of the inmates in the most efficient and cost-effective manner by using best practices in our delivery of service.

We look forward to our continued partnership.

Sincerely,



Tim Barttrum
Director of Business Development
ARAMARK Correctional Services
(765) 730-7822
barttrum-tim@aramark.com

4. GENERAL REQUIREMENTS

Desired Services and Mandatory Requirements: Vendor shall provide Agency with the Desired Services listed below on an open-end and continuing basis. Desired Services must meet or exceed the mandatory requirements as shown below.

- 4.1 The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or municipal laws, along with all regulations, ordinances of any regulating body.

As the current food service partner of the Division of Corrections, we possess all necessary permits and licenses to comply with all federal, state, and municipal laws, regulations, and ordinances of any regulating body. If awarded, we will continue to maintain the standards and requirements as set forth in this solicitation of services.

- 4.2 All bidders shall state prior experience in providing on-site prison food services. Agency reserves the right to request additional information and references.

ARAMARK is considered the industry leader in correctional food service and operate more state-wide programs than all of our competitors combined. We have nearly 40 years of experience providing food service in the corrections marketplace.

Our references can be found on page 2.5.

- 4.3 Vendor shall identify any subcontractors that will be involved in the development, implementation, training, and operation of this project. Vendor's product suppliers are exempt from this mandate.

We do not intend to use subcontractors for the provision of services to the Division of Corrections' institutions. All training, implementation, and operation of this contract will be conducted by ARAMARK employees throughout the term of the contract.

- 4.4 Vendor's personnel must display Agency issued ID cards on their person at all times when on Agency sites. Vendor's personnel shall be subject to searches as outlined in 2.2 herein.

As the current provider of food service for some of the Division of Corrections' facilities, we are aware of the identification and security requirements and agree to continue to comply with these requirements.

4.5 The Vendor phase-in period shall be no more than three months unless approved by the Agency.

The benefit of awarding to ARAMARK is that the transition phase will be minimal, as we are the current provider in several facilities throughout the state. Our team is prepared to complete the transition within 30 days upon notification to proceed.

4.6 All Health Division of Corrections inspections and reports shall be provided to the Warden/Administrator or designee as requested.

We agree to provide any and all reports to the warden or administrator, as required.

4.7 Vendor's equipment, tools, supplies, and materials are subject to search or inventory at any time. Tools and materials are carefully controlled at all times and secured when not in use. All ladders and movable lift equipment is closely supervised when in use. Security and safety requirements set forth under the Agency Policies and Facility Operating Procedures must be adhered to at all times, as now provided or subsequently revised.

We understand and agree to comply with these requirements.

4.8 Vendor employees performing services under the scope of this contract must:

- a. Submit to a background investigation conducted by the Agency. The vendor must submit the name, social security number, driver's license number, and date of birth for each and every employee providing services to the Agency. The personnel background investigations will be processed at no cost to the vendor. Any future hires will be subject to the above provisions.
- b. Attend staff orientation and institutional training. Individuals employed by the vendor who will be performing services in the institution shall be required to undergo an initial orientation to the institution, which will not exceed forty (40) hours. In addition, all new employees and subcontractors including those who are in the institution less frequently will be required to complete an initial orientation. Annual refresher training will also be required.

We understand and agree to comply with the specification. We are accustomed to the procedures of the Division of Corrections and will work with the Division of Corrections to make sure that all staff are properly trained by both ARAMARK and the Division of Corrections.

4.9 Vendor must, at all times, comply with any and all applicable Agency and facility policies, procedures and standards, as well as any and all applicable Federal, State, and ACA statutes and standards. Agency shall remove any person or persons employed by the vendor that refuse to comply with the above requirements.

As your current partner, we understand and will comply with all Division of Corrections policies and procedures as well as adhering to all federal, state, and American Correctional Association standards. We also agree to remove any person employed by ARAMARK that refuse to comply with these requirements.

4.10 Vendor must maintain time records for each inmate worker and report hours worked to the respective facility on a weekly and/or monthly basis, depending on the facility request.

Our Food Service Team will maintain adequate records of inmate work schedules and responsibilities. These reports will be made available to the point of contact at each facility as directed by the Division of Corrections.

4.11 Vendor shall be responsible for reporting inmates observed violating any laws or Agency rules of conduct to security personnel. The Vendor has the right to request removal of any inmate if Vendor feels the inmate is unsuitable for the food service functions.

If awarded, we will work in unison with the Division of Corrections and individual facility administration as one team. Our history with the Division of Corrections indicates that we act as true partners to the Division of Corrections and will share important information with facility staff in the spirit of unity and to ensure that inmates under our supervision in the kitchen area are maintaining appropriate behavior.

4.12 Vendor shall provide three (3) meals per day, according to the menu provided in Exhibits 2, 3 and 4 during hours as stipulated in this request for quotation (RFQ) and agreed to by respective Division of Corrections Facility Personnel and the Vendor's Food Service Managers.

We agree to adhere to the menu requirements of the Request for Quotation as specified and will work with the Division of Corrections to bring innovative ideas that may reduce the cost of service or enhance the offering to the inmates.

4.13 Medical diet menus are to be prepared as directed by the medical provider. Religious diet menus are to be prepared as directed by the Religious Coordinator based on the individual religious belief. Trays, cups, utensils, pots/pans, etc. used in the preparation/service of these meals are to be cleaned and maintained as directed by the facility.

We fully understand and accept that, if awarded, we will be responsible for the delivery of diet and religious meals as directed by the appropriate entity. We assume all responsibility for the cleaning of all small ware products utilized in the delivery of meals to inmates incarcerated by the Division of Corrections.

4.14 The Vendor shall assure that sufficient staff is on duty at all times during hours of food service preparation and operation to ensure the efficient operation thereof.

We agree to meet the staffing requirements as outlined in the Request for Quotation and will ensure that all shifts are covered if a position is vacant to sickness, vacation, or is no longer employed by ARAMARK.

4.15 Install standard recipes consistent with the menus provided in Exhibits 2, 3 and 4.

As is currently done by ARAMARK in the Division of Corrections locations in which we provide service, we will use our PRIMA food management system to maintain recipes, levels of production, and waste management processes. All PRIMA records will be made available to the Division of Corrections upon request.

4.16 The Vendor shall provide a technology-based inventory and menu management food production system. The system must be able to allow registered dietitians and food service managers to make real-time menu changes in the event of food recalls, population influxes, and changing demographics. In addition, Vendor shall install standard methods of preparation throughout the food service Division of Corrections, which shall include the proper timing of all food preparation, as well as, definite food production methods.

PRIMA IS THE CENTRAL COMMUNICATION SYSTEM FOR BEYOND THE TRAY.

All five steps must be communicated quickly and accurately. ARAMARK's proprietary USDA-approved software program, PRIMA, is the communication platform that provides front-line managers with a single system for all elements of food production, including:

- Menu planning
- Nutrition management
- Purchasing
- Time-saving handheld inventory PDA
- Instantaneous inventory costs
- Accounts payable
- Production planning
- Standardized recipes
- Post-production reporting and analysis



Benefits to you include:

- Production consistency
- Nutritional conformity

- Cost control and waste reduction
- More focus on customer satisfaction
- Accurate inventory control
- Quality and consistency of meals prepared

PRIMA is a Windows-based application that operates fully with other ARAMARK systems. PRIMA allows each facility's customized menu, as planned by the team of dietitians, to be downloaded through the PRIMA system. This automated time-saving process ensures menus are accurately input to eliminate any discrepancies regarding items or portions to be served for managing unique offender dietary needs.

ARAMARK holds USDA approval for PRIMA, for use in nutritional reporting under the government's Nutrient Standard Menu Planning Program. With this approval, ARAMARK joins an elite list of only 14 software products, and ours is the only such solution that is proprietary to a food service company.

4.17 Install the latest known food cost control methods, assuring the best possible food cost per tray served, considering quality.

Our Nutrition and Operational Support Services and Supply Chain Teams will continuously look for areas in which we can suggest cost-savings recommendations to the Division of Corrections. Our commitment to the Division of Corrections is that we will always search for areas that can reduce costs, without affecting the quality of food provided to the inmates at each location.

4.18 Set up buying guides to be used in the operation, for all phases of buying, to ensure proper control.

Our Facility Management Team will use suppliers that have been approved by our Supply Chain Management Team. All suppliers undergo intense review for quality, cost-effectiveness, and must meet state and federal regulations in order to be considered as an approved supplier. The Division of Corrections can expect quality products from each ARAMARK supplier and at the most cost-effective price.

4.19 Only wholesome, fresh products may be purchased or used in food preparation. Proper food sanitation and storage shall be maintained. The Vendor is required to follow pre-approved purchasing specifications. Dairy and bread products served must be received at the facility no less than seven (7) days prior to the "freshness" or "sell by" date.

In the West Virginia facilities in which we currently operate, we use local vendors to supply us with fresh produce, bread products, and a variety of other items. We will continue to use the current vendor list if awarded the other facilities within the Division of Corrections.

4.20 Vendor shall assume the cost and expenses of the food service operation in the following areas:

- Labor and Benefits – Including all personnel that are directly involved with the food service operation, except for the inmate workers.
- Bookkeeping and payroll preparation.
- Corporate supervision of personnel
- Audit provisions
- All foodstuffs
- All paper, Styrofoam, plastic, aluminum foils, and any other disposable products used in the food service operation.
- All office supplies, telephone, fax, and line charges, as well as computers, printers, and data circuit charges for the operation.

We understand and will assume responsibilities for all items listed in this specification.

4.21 Vendor will provide, at no additional cost to the facility, special holiday meals, which shall include Thanksgiving, Christmas, Memorial Day, and a July 4th picnic-style meal or any other special occasion meal as may be requested by the correctional facility Warden/Administrator or their designee. Vendor shall also provide at same cost per meal price, meals for 1-day and/or 2-day open house event (dates designated by Wardens and Administrators for inmates, family and friends) at various Division of Corrections facilities. Vendor will be notified in advance of the approximate number of meals to prepare. A minimum of four (4) ounces of cooked weight meat is required for holidays. A minimum of five (5) item menu pattern is also required for the Holiday meals.

We understand and agree to meet this requirement for holiday meals and special events, such as the open house event. We are familiar with the expectations and work with the Division of Corrections to ensure that all expectations are met for these events.

4.22 Upon award, Vendor and Agency shall determine the number of inmate workers necessary at each kitchen location. The facility will have the final authority regarding inmate workers and will be responsible for inmate wages, uniform, and any training required by the State Health Division of Corrections to work as a food handler. The Vendor shall be responsible for training the inmate workers to their assigned task(s) and ensuring all safety standards are met.

If awarded, we will work with the Agency point of contact to determine the number of inmate workers to be assigned to kitchen responsibilities and will provide adequate training of the inmate workers of their responsibilities within the kitchen area.

4.23 Vendor shall indicate the procurement source of all foodstuffs provided by listing company name and address and Vendor must use West Virginia businesses if they are lowest, responsible bidder, as suppliers.

During the course of doing business with the state of West Virginia, we have made it a priority to provide the lowest-cost alternatives to the Division. We have used West Virginia based suppliers where it provides the lowest-cost alternative for the needs of the agency. We have listed below the suppliers currently providing food and non-food products to the accounts we operate for the Division.

Vendor Name	Address
Single Source Logistics	8160 South Cass Avenue, Darien, Illinois 60561
Sysco of Cincinnati	10510 Evendale Drive, Cincinnati, Ohio
Sysco of Pittsburgh	1 Whitney Drive, Harmony, Pennsylvania
Sysco of Louisville	7705 National Turnpike, Louisville, Kentucky
Sysco of Harrisonburg	5081 South Valley Pike, Harrisonburg, Virginia
Flowers Bakery	1188 Coal Heritage Road, Bluefield, West Virginia 24701
Potomac Farms Dairy	143 Donald Lane, Johnstown, Pennsylvania 15907-0159
Corey Brothers Produce	1410 Lewis Street, Charleston, West Virginia 25301-1407
Clement Pappas	10 North Parsonage Road, Seabrook, New Jersey 08302
Bimbo Bread	P. O. Box 976, Horsham, Pennsylvania 19044
Staunton Produce	945 Lee Highway, Verona, Virginia 24482

4.24 Per WV Code §§19-12A5, Vendor must utilize beef and pork from the West Virginia Division of Corrections of Agriculture as well as potatoes, when available. The facility will pay the Agriculture invoice upon receipt of verification that commodities have been received. Each facility business office will furnish a copy of the Agriculture invoice to the Vendor's Food Service Manager/Director who will apply that amount as credit towards the next billing. The Vendor must notify the business office by the 10th of the month of the required need for Agriculture commodities to be ordered. The Division of Corrections of Agriculture will confirm the availability by the end of the month. If available, 75% of the beef and pork used in each kitchen will be purchased from the Division of Corrections of Agriculture. The facility shall be responsible for slaughtering and processing costs.

We agree to purchase the required amount of beef and pork from the Division of Corrections of Agriculture as outlined in this solicitation or any subsequent addendums. We will notify the business office within the required time frame with the amount of products to be ordered. We also understand that the facility will bear the processing costs associated with the purchase of beef and pork from the Division of Corrections of Agriculture as stated in this requirement.

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- 4.25 Vendor will be required to prepare meals on delivered meal trays for transportation on state owned carts to inmates not able, or allowed to eat in the main dining room. Refer to Exhibit 1 for number of delivered meals per location. These numbers will vary from facility to facility, and from time to time. Transportation of food carts to and from the kitchen, area is the responsibility of Vendor. State facility staff will complete distribution of the individual trays.

We understand and accept the responsibility of preparing and transporting meal trays to inmate population unable to eat in the main dining area. We will work with the facility staff to determine the appropriate number of meal trays and the requested time of delivery to each cell unit. We also understand that facility staff will complete the distribution of trays to the inmates once delivered to the housing units.

- 4.26 Precooked, ready to serve food items will be transported from the kitchen to the Work Camps at the times established herein. Transportation vehicle will be provided by the facility; however, food service personnel will deliver the food items and ensure foodstuffs are ready for service. Since Work Camp offenders generally work off site, bag/sack lunches will be required during the breakfast delivery.

We understand all of the requirements for the delivery of food items and foodstuffs to the work camp locations. We will also prepare sack meals as outlined in this solicitation and will distribute during the breakfast delivery period.

- 4.27 The Vendor will maintain, at all times, adequate inventories to provide meals in lock-down situations. The Vendor shall provide actual menus in their bid proposal for the first three (3) days of a lock-down.

We understand and accept the requirement to provide adequate food inventory for lock-down situations. We have included below our proposed emergency menu for your review. This menu is the same as we currently use in the case of emergencies at the Division of Corrections locations in which we provide food service.

Our Emergency Contingency menus are located on page 3.87.

- 4.28 In case of emergency, the Vendor shall maintain an inventory of food sufficient to feed inmates and staff for five (5) days.

During our 15-year partnership, we have worked with the Division of Corrections through multiple emergencies and have never missed the serving of a meal. We are committed to providing the Division of Corrections with the necessary volume of food in order to meet the needs of inmates and staff during any emergency situation.

4.29 The Vendor must have electronic count equipment at Mt. Olive Correctional Complex and Huttonsville Correctional Center. All other institutions will be manual counts.

We have implemented scanner technology in several locations to conduct meals counts and propose to use the same technology in the above-mentioned institutions as required upon award. The current technology has proved valuable in determining actual meals served and ensuring that inmates are not receiving multiple meals.

4.30 The Vendor is not permitted to sub-contract the food service operation with the exception of the services of a registered dietician, if dietician is not an employee of the Vendor.

We do not intend to subcontract any area of our services to the Division of Corrections facilities. We will conduct all aspects of the operations using ARAMARK staff and inmate workers. A team of ARAMARK dietitians will be used to meet the needs of the inmates and Division of Corrections.

4.31 The Vendor shall provide professional, comprehensive on-site food service operations that comply with all facility rules and regulations as well as the American Dietary Association, and applicable American Correctional Association and National Commission on Correctional Health Care standards as well as Federal guidelines for the Child Nutrition Program, where applicable.

In each of the nearly 500 correctional institutions in which we operate, we comply will all facility rules and regulations, as well as American Correctional Association standard and National Commission on Correctional Heath standards. We agree to meet all state, federal, and local requirements for food service operations.

4.32 Meal services must be available for staff at the facilities outlined herein. The menu will be basically the same as that served to the inmate population for that particular meal. For example, modifications may be made to staff service to utilize leftovers or other food items not in sufficient quantity for the entire population or served in a different manner as the offender population. The Vendor shall have an established meal price and will be responsible for providing staffing required to directly collect payment. Pre-trayed meals, if sufficient foodstuffs are leftover during any meal period at the MCC, may be provided to staff. Vendor is responsible to collect payment for these meals.

If awarded, we will offer staff meals at a price of \$1.06 per meal and will provide necessary staff responsible for the collection of payments from staff choosing to purchase meals.

4.33 Bag/Sack Meals and Snacks

- a. A bag/sack meal shall be provided for inmates who miss the service of the regularly scheduled meal due to work assignments, transports, or late transfer arrivals. The meal shall consist of two (2) sandwiches with a total of three (3)

ounces of meat and cheese; one (1) condiment, one (1) fruit, one (1) dessert or chip item, and a carton beverage. Each sandwich must contain two (2) ounces of lunch meat and approximately one (1) ounce of cheese for a total of approximately 3 ounces per sandwich.

We understand and will comply by providing sack lunches that meet the specifications to those inmates that may miss a schedule meal due to work assignments, transports, or late transfer arrivals.

- b. A medically ordered (e.g. diabetics) bagged/sacked evening snack will be prepared and delivered with the dinner food tray to the identified inmates at each facility.

It is understood and accepted that we will be required to provide medically ordered evening snacks to those inmates that are identified by the medical staff. We agree to deliver the snack sacks with the dinner food tray, as indicated in the specification.

- c. Bag/sack meals for the Work Camps shall consist of the same items listed in number 1. As most of these offenders participate in offsite work assignments daily, the meat items shall be varied and any other items may be varied.

We will comply with this requirement by providing the same sack meals offering as what is being offered to those inmates on work assignments, transports, or late transfer arrivals. A standard sack meal offering will be consistent for inmates requiring sack meals, except those with dietary or religious restrictions.

- d. Refer to Exhibit 1 for number of bags/snacks required.

4.34 Menu items are described on Exhibit 2 facility locations, Exhibit 3 for Anthony Correctional Center and Exhibit 4 for Lakin Correctional Center.

We have read and will comply with the menu requirements for each location and will adhere to all National School Lunch Program requirements and other nutritional guidelines, as required.

4.35 Portions sizes listed are "as served" and not raw sized. The menu shall be provided with corrections-tested products and recipes for inmate acceptability.

We understand and will comply with the specification. In addition, ARAMARK employs corporate chefs that conduct taste-tests on all products served by ARAMARK. This is one of many levels of quality assurance protocols deployed by ARAMARK Correctional Services in order to ensure that our clients receive quality food at all times.

Although the required state-wide menu is different than that of our other correctional partners, the food products used to produce the meals will be of equal quality and are used in the correctional industry in hundreds of other facilities. The Division of Corrections can be assured that we are providing the highest quality of products to the inmates incarcerated in their facilities.

4.36 An item-by-item nutritional analysis of the menu, with a weekly summary indicating the percentage of compliance to the highest RDA values for the population, shall be included with the initial bid proposal. Each item on the menu shall have specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe, which will be used for all meal items, shall be separately identified on the analysis.

Our item-by-item nutritional analysis of the menu can be found on page 3.37.

4.37 A sample meal for testing purposes shall be maintained for twenty-four hours for each meal served. No payment shall be made for meals found to be spoiled, unwholesome or otherwise do not meet contract requirements. A sample meal for each service shall be provided, at no cost, to a designated facility employee for quality control purposes.

We are accustomed to providing a sample meal tray for all of our clients as this is standard operating procedure. We understand and will comply with this requirement as outlined in this section.

4.38 Documentation of all meals served, including substitutions, shall be maintained. A plan for assuring nutritional compliance with substitutions shall be maintained. During any meal, the Vendor is serving pork or pork products in the main entrée, a pork substitute must be provided. Menus must indicate pork substitute. Use of turkey or turkey products may only be substituted for pork one time per week. Fish must be whole muscle fish.

We agree to maintain and provide all documentation regarding meals served and any substitutions made to the state-wide menu. We also understand and agree to abide by the substitution requirements as set forth in this section.

4.39 During the first three days of lock down, two (2) cold meals per day may be served and a minimum of five (5) inmate workers will be available for food service if possible. The Vendor will provide training to non-uniform facility staff to assist the food service staff during contingencies.

As previously stated, we intend to conduct ourselves as a partner to the facility and Division of Corrections in times of crisis or emergency. The Division of Corrections can be assured that all meals will be served in any situation. We understand and accept the requirements listed in this section.

4.40 Vendor shall be responsible for providing proper foods for medical and religious diets, i.e. kosher, etc. No exceptions to pricing on medical or religious diets served. These meals will be invoiced with all daily meals served at the per meal rate.

All religious, kosher, and medical diets will be included in our per meal price provided to the Division of Corrections on the pricing sheet.

4.41 The menu lists "Vegetarian Soup/Salad/Dressing" for each lunch meal. For clarification, soup shall be served from November 1 through March 31; a salad served April 1 through October 31. This provision only pertains to the main menu, Exhibit 2.

We understand the clarification of required items on the menus and will adhere to the requirement as stated. We will provide the items required by contract during the appropriate season in order to meet the specifications of the Request for Quotation.

4.42 Coffee will be served at breakfast mealtime year round. Anthony Correctional Center is excluded from this provision.

We understand that coffee will be served at breakfast at each location, except the Anthony Correctional Center.

4.43 Contract cost is based upon the bid for the attached menu. Entire meals may be moved from one day or week to another with designated prison authority approval. Any recommendations from the Vendor or Vendor's dietician in order to comply with standards or guidelines must be made without substantial change to the menu and at no cost and prior approval must be obtained from designated prison authority.

Our proposed cost per meal will be based on the menu provided in the Request for Quotation. We also acknowledge and accept that any changes to the menu must be made at no cost and prior approval obtained by the Division of Corrections.

4.44 Salt and pepper will be provided in shakers on dining tables for mainline population. Reference to salt/pepper packets on Menu applies to pre-trayed deliveries. Lakin Correctional Center is excluded from this provision.

We will provide all condiments, including salt and pepper, as required by the specifications of this solicitation. We also acknowledge that the Lakin Correctional Facility may be excluded from this requirement based on the need of the population being serviced.

4.45 The Agency will supervise and provide security in the dining rooms.

We understand and accept that the Division of Corrections will provide security personnel for the dining areas.

4.46 The facilities will provide adequate security for the Kitchen during scheduled operation and Dining Areas for meal times. Security will be provided for food cart escort to segregated housing areas.

We appreciate the partnership of the Division of Corrections to provide security in the areas wherein our employees work. We acknowledge and accept the security offered by the Division of Corrections in these areas.

4.47 The Agency will provide the Vendor with a food service facility completely equipped and ready to operate, together with refrigeration and utilities as well as inmate labor reasonably required for an efficient operation. Agency facilities herein listed will make equipment repairs and replacements for state owned equipment, and will furnish building and equipment maintenance services for premises. The facilities will provide an adequate inventory of glassware, metal ware, silverware, eating and cooking utensils and feeding trays. The Vendor is responsible for the proper storage and control of these items to prevent theft, damage, or other loss.

We understand that the Division of Corrections will be responsible to provide functioning kitchen equipment, utilities, inmate labor, and refrigeration in all institutions. We also understand that the Division of Corrections will be responsible for the repairs, maintenance, and replacement of equipment in each location.

We accept responsibility for the proper storage and control of all glassware, eating and cooking utensils, and feeding trays. It will be our responsibility to prevent against theft, damage, or loss.

4.48 Vendor shall be responsible for the supervision of routine cleaning, housekeeping, and sanitation in the food preparation service and storage areas. Vendor shall insure that high standards of sanitation are maintained, and will be responsible for the supervision of trash and garbage removal from the dining and kitchen areas to designate site locations. Agency facilities herein listed will supply all necessary cleaning and sanitation supplies for the food service operation. The Vendor will be held responsible for meeting all sanitation requirements set forth by the appropriate regulatory authorities.

It is understood that maintaining a safe, sanitary, and clean kitchen will be the responsibility of the contracted vendor. We accept this responsibility and will adhere to our standard operating procedures, OP-X procedures, and the standards of the Division of Corrections and all other regulatory authorities.

4.49 The Agency will be responsible for pest, vermin and rodent control; as well as fees for trash and garage removal.

We understand and accept that the responsibility for pest and rodent control, as well as trash and garbage removal will managed by the Division of Corrections. However, we will assist the Division of Corrections in managing waste through our PRIMA Food Management System in an effort to keep waste removal costs to a minimum. We also implement several "green" initiatives in our daily operations that reduce the amount of waste typically processed in the feeding of hundreds or thousands of people in one setting.

4.50 The Division of Corrections will have full and complete access to the food service facilities with or without advance notice. Vendor's representative may be requested to accompany Agency representatives when inspecting such facilities.

We understand and will comply with this requirement.

4.51 For Huttonsville Correctional Center and Mt. Olive Correctional Complex Only: A Food Service employee shall observe and supervise one breakfast and one dinner each week at the Work Camps. The Vendor shall also ensure the Kitchen Areas at the Work Camps are maintained in accordance with all requirements of the Vendor as listed in this contract.

As the current operators of these locations, we are familiar with the requirements to observe and supervise on breakfast and one dinner each week at the Work Camp locations. We will continue to conduct these operations if awarded and will maintain all locations as required.

4.52 The Vendor shall keep full and accurate records regarding all phases of this contract, including but not limited to labor or direct salary, overhead, which shall be shown as home office and field office, direct non-salary costs, profit, costs, inventories, menus, special diets, staffing and number of meals served. All such records shall be retained for the life of the contract, and shall be available for inspection or audit by the Agency.

We agree to keep accurate financial, employee, and other data as required by the Division. We are proposing to use a centralized accountant at our corporate headquarter to maintain all balance sheets, salary costs, profit reports, and other financial data as needed for an effective and efficient operation. In addition, we will use local staff to assist with the management of records at each Division location.

4.53 The books and records of the vendor pertaining to the food service operations under this agreement shall be available for a period of three (3) years from the close of the fiscal year to which they pertain.

We agree to keep all records for a period of at least three years as required by this solicitation. Our data retention policies mandate that we keep records on-site for five years prior to being stored through a third party partner, Iron Mountain. All records will be accessible to the Division as needed.

4.54 The Agency shall specify the policies and procedure to be followed in dealing with inmate complaints regarding any aspect of the food service program, in accordance with facility regulations. Specifically, the facilities require that all complaints received by the administrative staff be referred, in writing, to the Vendor. The Food Service Manager will respond, in writing, to the approximate administrative officer within three (3) days following receipt of the complaint.

ARAMARK takes inmate complaints seriously and will continue to address complaints in a fair and timely manner. Once a complaint has been received by ARAMARK staff, we will commit to providing a response within three business days as required by the Department.

4.55 The Vendor shall provide the following onsite personnel as listed:

Anthony: One (1) Food Service Manager, and three (3) Food Service Supervisors

Beckley: One (1) Food Service Manager, two (2) Food Service Supervisors

Charleston Work Release: One (1) Food Service Manager, two (2) Food Service Supervisors

Denmar: One (1) Food Service Manager, three (3) Food Service Supervisors

Huttonsville: One (1) Food Service Manager, one (1) Assistant Food Service Manager, five (5) Food Service Supervisors and one (1) Clerical/Administrative Support.

Huntington Work Release: One (1) Food Service Manager, two (2) Food Service Supervisors

Lakin: One (1) Food Service Manager, four (4) Food Service Supervisors.

Mt. Olive: One (1) Food Service Manager, one (1) Assistant Food Service Manager, five (5) Food Service Supervisors; and one (1) Clerical Administrative Support.

Martinsburg: One (1) Food Service Manager, and two (2) Food Service Supervisors.

Parkersburg: One (1) Food Service Manager, and two (2) Food Service Supervisors.

Ohio County: One (1) Food Service Manager, two (2) Food Service Supervisors

Pruntytown: One (1) Food Service Manager, four (4) Food Service Supervisors

St. Mary's: One (1) Food Service Manager, four (4) Food Service Supervisors.

All of the above positions are 1.00 FTE.

We understand and will provide the required number of staff at each location as required in this specification. We also agree to interview current food service staff and supervisor for potential employment if awarded.

4.56 Support Staff – The Vendor shall provide the following on support personnel as listed:

- a. One (1) West Virginia District Manager with a minimum of five (5) years prior institutional food service experience, preferably in a correctional setting.
- b. One (1) West Virginia based General Manager with a minimum of five (5) years prior institutional food service experience, also preferably in a correctional setting.

- c. The Food Service Manager as referenced above at each facility will have a minimum of five (5) years prior institutional food service supervisory experience, preferably in a correctional setting.
- d. All existing Agency Kitchen personnel shall be given preference in hiring, and the Vendor shall make every effort to retain the existing kitchen staff during the transition.

We agree to comply with the support staff requirements as directed. The current West Virginia-based team is solely dedicated to providing services to the state of West Virginia and is not used in the operations of accounts outside of the state. We plan to keep our current management team in place and have included a summary of each of the individuals that will manage the business if we are selected. Summary pages outlining our support staff can be found on page 3.108.

4.57 Contract Personnel Requirements

- a. Be employed in accordance with an approved EEO/AA program.
- b. Meet all requirements of the West Virginia Division of Corrections of Health.
- c. Be required to pass a background investigation conducted by the Agency as a prerequisite for initial and/or continued employment and be approved by each Warden/Administrator or designee for hire.
- d. Comply with all policies and procedures of the Division of Corrections, the herein listed Division of Corrections' Facilities. The Warden/Administrator or designee will have the authority to deny access to the facility, to any Vendor's employee.
- e. Be responsible to report any problem or unusual incidents to the Warden/Administrator or designee.
- f. All vendor's personnel are required to be dressed in vendor provided, identifiable, serviceable uniforms appropriate for the duties they are performing. Vendor's personnel shall not wear clothing that bears any similarity to inmate clothing. Clothing that is short, tight fitting, provocative, or revealing is not appropriate attire for a prison environment. Individual's so dressed will be asked to change their clothing or leave the institution.

We understand and accept these requirements as stated. If selected, we agree that all ARAMARK staff will meet all West Virginia Health Division of Corrections requirements, be subject to background investigations, and will be approved by the warden or administrator prior to employment. We also agree to comply with all policies and

procedures of the Division of Corrections and will communicate all necessary information the point of contact at each location.

All ARAMARK staff will be required to wear ARAMARK provided uniforms that are distinguishable and professional.

4.58 Dietary Services

- a. The Vendor shall make available the services of a West Virginia registered dietician to review all menus, in writing. The dietician shall be on site at each facility annually during the contract year to consult, as needed, with food service personnel, facility staff, and the facility medical director. A written report of each sit visit shall be forwarded to the facility Warden/Administrator within ten working days of the visit summarizing findings and/or recommendations.

We understand the requirement and will meet the obligations specified. Cindy Irizzary will serve as the West Virginia registered dietitian for ARAMARK if selected to continue providing services. We have included Cindy's resume in our summary pages, which can be found on page 3.107.

- b. The menu attached shall be reviewed by a registered dietician and shall provide, with the initial bid proposal, a signed nutritional statement for the age and sex of the population. A copy of the dietician's ADA registration card shall also be provided with the initial bid. In addition, the dietician who must be available at all times during the contract period shall certify all menu revision.

The West Virginia designated dietitian, Cindy Irizzary, will be available during the course of the contract in order to certify any menu revisions. Cindy has reviewed the required menu and understands the dietary impact of the menu to all age populations. We have included a copy of Cindy's ADA Registration Card is listed below along with a signed nutritional statement. Please refer to page 3.110 for our signed nutrition statement and Cindy's ADA Registration Card.

- c. The attached menus are only intended for offenders without special medical or religious dietary needs. The Vendor's dietician shall, within thirty (30) days of contract award, submit recommended substitutions for required religious diets, e.g. non-pork and vegetarian; as well as required medical diets such as, but not limited to, low-sodium, heart healthy and renal. Peanut butter shall not be used as a pork substitute. A complete list of current special diets will be made available. These diets shall be submitted through the Warden/Administrator to the facility Religious Coordinator and the Medical Director for input. Upon agreement, signed copies of these substitutions and/or diets shall be sent to the Warden/Administrator of Designee and the Division of Corrections Procurement Officer for retention. Medical and religious meals served will be invoiced at the

same "price per meal served" quoted by the Vendor. The successful Vendor shall provide a diet that does not substantially impair the sincerely held religious beliefs of an inmate without compelling government interest and is the least restrictive alternative.

We understand and acknowledge that our registered dietitian will submit recommended substitutions for religious or special medical diets within 30 days after contract award. We further understand that these meals will be invoiced at the same price as standard menu offerings.

4.59 The Vendor shall make available, as needed, the services of a safety engineer, experienced in all safety measures, as needed, to assure the proper prevention of accidents in the kitchen and dining areas.

ARAMARK employs, Robin Blair, as our corrections safety and risk coordinator. Robin works closely with each ARAMARK location to ensure that all safety standards are being met and to introduce new methods of reducing risk associated with food service operations. Robin also works with our client partners to ensure that the work environment is conducive to meeting our safety protocols.

4.60 A mandatory pre-bid conference will be conducted on the date, time and location listed below. All vendors interested in bidding on this RFQ are required to attend this meeting. Failure to attend said pre-bid shall result in disqualification of vendor's bid. No one person may represent more than one vendor.

Date: October 24, 2012
Time: 10:00 am
Location: Mount Olive Correctional Complex
Contact: Ad Oji
Telephone No: 304-558-2036
Email: ad.d.oji@wv.gov

4.61 Optional site visit dates and times

Date: October 25, 2012
Time: 9:30 am
Location: Beckley Correctional Center

Date: October 25, 2012
Time: 2:00 pm
Location: Anthony Correctional Center

Date: October 26, 2012
Time: 9:00 am

Location: Denmark Correctional Center

Date: October 26, 2012
Time: 2:15 pm
Location: Huttonsville Correctional Center

Date: October 29, 2012
Time: 9:00 am
Location: Pruntytown Correctional Center

Date: October 30, 2012
Time: 9:00 am
Location: Ohio Correctional Center

Date: October 30, 2012
Time: 2:00 pm
Location: St. Marys Correctional Center

Date: October 31, 2012
Time: 9:00 am
Location: Parkersburg Correctional Center

Date: October 31, 2012
Time: 2:00 pm
Location: Lakin Correctional Center

Date: November 1, 2012
Time: 9:00 am
Location: Huntington Work Release

Date: November 1, 2012
Time: 2:00 pm
Location: Charleston Work Release

Martinsburg Correctional Center does not have a cafeteria, and all meals are pre-trayed and served in the Pods. Vendors interested in visiting this facility are advised to make their request through the agency contact at 304-558-2036.

Date: November 2, 2012
Time: 2:00 pm
Location: Martinsburg Correctional Center

5. CONTRACT AWARD

- 5.1 **Contract Award:** The Contract is intended to provide Agency with a purchase price on all Desired Items. The contract shall be awarded to the Vendor that provides the Desired Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

ARAMARK understands and will comply.

- 5.2 Vendor may submit a request for price adjustment prior to renewing this Contract. Any such price adjustment must be based on the "pass through" increase or decrease of raw materials and/or labor which make up all or a substantial part of the product. Adjustments are to be based upon actual dollar figures, and not a percentage.

All price adjustment requests must be substantiated in a manner acceptable to the Director of Purchasing. The Purchasing Division reserves the right to deny a price adjustment request at its sole discretion. Additionally, the Agency must agree to any price adjustment and such adjustment must be approved (as to form) by the Attorney General's office. Such requests for a price adjustment should be received in writing by the Director of Purchasing at least 30 days prior to the effective date of the adjustment.

Any request by Vendor to adjust its price must include a detailed explanation of the reason for the price adjustment request is warranted.

ARAMARK understands and will comply.

- 5.3 Vendor should complete the Pricing Pages by entering the "Price Per Meal" on Table 1, Attachment E. Table 2 has been added to the pricing pages as a bid scenario and will be used for bid evaluation purposes. If using the electronic version, the Vendor should fill in the "Price Per Meal" on Table 1 then this number will be transferred to Column E on Table 2. If entering the data manually, the "Price per meal on Table 1 must be same number on Table 2, column E - Price Per Meal.

The number of daily meals have been categorized into ranges - column A. There is an estimated quantity per day by range - Column B and an estimated number of days for the year that this daily meal range may be served - Column C. Column D shows an estimated total number of meals based on the estimated quantity per day (column B) and the number of days for the year that the meal range may be served (column C). Column E on Table 2 must be the same number as in Table 1 under the "Price Per Meal"

column. Lastly, the extended price column is column D (estimated total meals per year) times Column E, Price Per Meal.

Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Desired Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: Tara .L.Lyle@wv.gov.

ARAMARK understands and will comply.

FINANCIAL/LEGAL PLAN

ARAMARK Correctional Services has developed the following financial plan that addresses, in detail, the needs of West Virginia Department of Corrections. The assumptions used in the development of this plan are as follows:



ARAMARK EXPENSES AND RESPONSIBILITIES

- The costs for expenses such as laundry, uniforms, general liability insurance, long distance telephone expenses, computer for our use, office supplies, postage, food products, taxes and licenses, employment advertising expenses, and others as per your specifications, will be the responsibility of ARAMARK.
- ARAMARK Correctional Services will provide the managerial and administrative expertise to operate the Food Service Program.
- ARAMARK Correctional Services will assume the responsibility for all management functions, including purchasing, accounting, employee supervision, technical assistance, and planning.
- ARAMARK Correctional Services will own the food and supplies inventory. A physical inventory is taken weekly by the front-line manager or assistant and one other ARAMARK Correctional Services employee. The information is recorded in the computer and transmitted to the office in Downers Grove, Illinois. Copies of inventory are always available for inspection.

WEST VIRGINIA DEPARTMENT OF CORRECTIONS EXPENSES AND RESPONSIBILITIES

- West Virginia Department of Corrections will provide adequate heat, lights, ventilation, and all other utilities, as well as repairs and maintenance of kitchen equipment.
- West Virginia Department of Corrections will provide local business telephone service to the vendor at no charge. Long distance, fax, and modem lines will be ARAMARK's responsibility.
- West Virginia Department of Corrections will provide extermination services and the removal of trash and garbage from the facility trash removal containers.
- West Virginia Department of Corrections will provide 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, wall, and ceiling surfaces.
- West Virginia Department of Corrections will provide adequate preparation, storage, serving and holding equipment, and utensils, including maintenance for same.
- West Virginia Department of Corrections will provide security, control, and limitation of offender movement in, to, and from the food service area, including physical security of employees, suppliers, and other authorized visitors.

- West Virginia Department of Corrections will supply reasonable and adequate security at all times while food service operations are underway.

NO JOINT VENTURE

It is agreed that nothing contained in this proposal or resulting contract will be deemed or construed as creating a partnership or joint venture between West Virginia Department of Corrections and any other party, or cause either party to be responsible in any way for the debts or obligations of the other party. ARAMARK will perform their services as an independent contractor, and nothing contained herein will be construed as placing ARAMARK in the category of merit employee, exempt employee, or other type of employee of West Virginia Department of Corrections.

TERMINATION

ARAMARK understands the termination language as written on page 12 of the Request for Quotation and would like to discuss with the state and for the state to consider the following termination language for possible inclusion in a final agreement with ARAMARK.

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

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

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

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

MATERIAL ADVERSE CHANGE

The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by West Virginia Department of Corrections in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond ARAMARK's control, including, but not limited to, a change in the scope of ARAMARK's services; menu changes; a decrease in the Facility's offender population or the availability of offender labor; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes

and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable child nutrition programs; or other unforeseen external market conditions outside ARAMARK's control, then ARAMARK shall give West Virginia Department of Corrections written notice of such increase or change, and within thirty (30) calendar days after such notice, ARAMARK and West Virginia Department of Corrections shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to ARAMARK's price per meal, modifications to the menu, or modifications to ARAMARK's scope of services.

INDEMNIFICATION

ARAMARK understands the Indemnification language as written in the Request for Quotation and would like to discuss with the state and for the state to consider the following suggested indemnification language for possible inclusion in a final agreement with ARAMARK.

ARAMARK agrees to defend, indemnify, and hold harmless the West Virginia Department of Corrections, its officers, employees, agents and servants for all third party personal injuries caused by the gross negligence of ARAMARK in its performance of the services defined in this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. However, it is expressly understood that ARAMARK shall not be responsible for damages, injuries, losses or claims caused by offenders or the West Virginia Department of Corrections, its officers, employees, agents, servants or other independent contractors. Neither any of the West Virginia Department of Corrections's officers, employees, agents, servants or contractors, nor any offenders, are or will be deemed to be agents or employees of ARAMARK and no liability is or will be incurred by ARAMARK to such persons, except for bodily injury to such persons caused by ARAMARK's gross negligence. The West Virginia Department of Corrections agrees to defend, indemnify and hold ARAMARK harmless from any liability claim by or through such persons against ARAMARK. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect, or punitive damages.

PRICE ADJUSTMENTS

ARAMARK understands the price adjustment language as written in the Request for Proposal and would like to discuss and for the State to consider the following Price Adjustment language with the state for possible inclusion in a final agreement with ARAMARK.

The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on last day of the effective term. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth

below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index (CPI-FAH), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "Client Menu"). The period for determining CPI-FAH and Market Basket of Products increases shall be [month] of the immediately preceding year to [month] of the then-current year (the "Base Period").

The Market Basket of Products represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a Menu Category): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the Category Weighting) representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics (BLS) category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, ARAMARK shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

ASSIGNMENT

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

ADDITIONAL SERVICES

Food, beverage, and other services required or desired by the facility outside the scope of this Agreement shall be provided by ARAMARK upon written authorization by the West Virginia Department of Corrections at mutually agreed upon prices for such services.

CONFIDENTIAL INFORMATION

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

DISCLAIMER OF INMATE LIABILITY

It is expressly understood that ARAMARK shall not be responsible for damages, injuries, losses or claims caused by offenders or the West Virginia Department of Corrections, its officers, employees, agents, servants or other independent contractors. Neither any of the West Virginia Department of Corrections's officers, employees, agents, servants or contractors, nor any offenders, are or will be deemed to be agents or employees of ARAMARK and no liability is or will be incurred by ARAMARK to such persons, except for bodily injury to such persons caused by ARAMARK's gross negligence.

INSURANCE

ARAMARK Correctional Services will provide the levels of insurance set forth in the specifications, except as provided in this Proposal. ARAMARK Correctional Services has provided a certificate(s) of insurance evidencing appropriate coverage.

ANNUAL MEAL COUNTS

The estimated number of annual offender meals is based on information provided at our site visit and in the bid specifications.

FOOD PRICES

Your menu has been priced at the current invoice pricing available from our suppliers and based on your bid specifications.

PRICE PER MEAL

Our proposed pricing is \$1.535 per meal. However, the formula was constructed to allow for only two decimal points. Therefore, it reflects our price per meal as \$1.54.

LABOR

ARAMARK Correctional Services will assign the management and labor set forth in the labor section of this proposal to operate the facility kitchen. Shift coverage will be provided for all 21 meals. All salaries, wages, workers' compensation insurance, and other benefits will be borne by ARAMARK Correctional Services.

REMITTANCE INFORMATION

West Virginia Department of Corrections will remit payment within 15 days of receipt of invoice to:

ARAMARK Correctional Services
PO Box 406019
Atlanta, Georgia 30384-6019

INVOICE

ARAMARK Correctional Services will invoice at the end of each week/month, for all meals ordered or served, whichever is greater. Meal counts will be called in to the front-line manager by the designated representative per meal period.

ARAMARK would be happy to extend the pricing, terms and conditions of this Contract to other Governmental Agencies to the extent that specific requirements of any such agency are negotiated. As the Request for Quotation does not provide specifics for additional locations such as menu, labor, or quantity requirements, we would assume that these areas would be negotiated in order for us to create a food service proposal tailored to the needs of each location.

FOOD PRICES

Your menu has been priced at the current invoice pricing available from our suppliers and based on your bid specifications.

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ARAMARK's Form 10K Audited Financial Report can be located on the attached CD.

The pricing below shall be for all facilities:

Range of Number of Daily Meals	Price per Meal
9,100 - 9,699 ea	1.62
9,700 - 10,299 ea	1.59
10,300 - 10,899 ea	1.57
10,900 - 11,589 ea	1.54
Over 11,590 ea	1.51
Sack/Bagged Meals - Estimated 700 Daily (includes Meals/Medical Snacks)	1.54

Vendor Name and Contact Person: ARAMARK Correctional Services, LLC.

Address: 1101 Market Street
Philadelphia, PA 19107

Phone and Fax No. 1-800-777-7090 FAX 630-271-5758

FEIN: 23-2778485

Authorized Signature: 

Pricing Page - COR61564 - Revised 3/08/2013 - TABLE 2

The pricing below shall be for all facilities:

Column A Number of Daily Meals	Column B Estimated Quantity per day	Column C Estimated Number of Days for the Year	Column D Estimated Total Meals per year (Column B x Column C)	Column E Price Per Meal	Extended Price (Column D x Column E)
9,100 - 9,699 ea	9,100	4	36,400	1.62	\$59,113.60
9,700 - 10,299 ea	9,700	20	194,000	1.59	\$308,848.00
10,300 - 10,899 ea	10,300	125	1,287,500	1.57	\$2,014,937.50
10,900 - 11,589 ea	10,900	125	1,362,500	1.54	\$2,091,437.50
Over 11,590 ea	11,590	91	1,054,690	1.51	\$1,595,745.97
Sack/Bagged Meals - Estimated 700 Daily (includes Meals/Medical Snacks)	700	365	255,500	1.54	\$392,192.50

Total Cost:

\$6,462,275.07

*** Estimated Quantities - more or less may be utilized by the agency. The estimated quantities listed above are for evaluation purposes only. No additional pricing on Medical or Religious Diets served. The Medical/Religious Diet meals shall be included in Daily Meals pricings above.*

Vendor Name: ARAMARK Correctional Services, LLC.

Authorized Signature: 

CREDIT INFORMATION

ARAMARK's principal banking relationships are maintained with:

JPMorgan Chase Bank

National Confirmations Department
PO Box 955200
Fort Worth, Texas 76155

Terrell Ricks

Telephone: 817-399-7227
FAX: 817-345-3795

Wachovia Bank

Corporate Customer Service
1525 West W.T. Harris Boulevard, NC-1171
Charlotte, North Carolina 28262

Anita Hilliard, Senior Corporate Account Manager

Telephone: 1-800-590-7868, Team #601
Direct Extension: #85758
FAX: 866-842-0585

PNC Bank

8800 Tincum Boulevard
Philadelphia, Pennsylvania 19153

No mail requests; only fax requests to:

Credit Reference Department
Telephone: 215-749-6199
FAX: 215-749-6191

Summary financial information on ARAMARK is available through Dun & Bradstreet. Our Dun's number is 00791-3098.

MAJOR SUPPLIERS

Several of our major suppliers are:

Sysco Corporation

1390 Enclave Parkway
Houston, Texas 77077

Gregory W. Neely

Telephone: 281-584-1306
Cell: 832-264-1573
FAX: 281-584-1744
Email: Neely.Greg@corp.sysco.com

The Coca-Cola Company

USA 1335, PO Box 1734
Atlanta, Georgia 30301

Ken Kratzenberg

Telephone: 404-676-3314
Michelle Brown
Telephone: 404-887-3835
FAX: 404-253-4382

PepsiCo

1548 Sequoia Road
Naperville, Illinois 60540

Rhonda Yedinak

Telephone: 630-464-1241
FAX: 312-592-7017
Email: rhonda.yedinak@pepsi.com

Ecolab Corporation

370 Wabasha Street N.
Highland Park, Illinois 60035

Michael Hickey

Telephone: 651-293-4150
FAX: 651-224-4587

Performance Food Group

12650 East Arapahoe Road, Building D
Centennial, Colorado 80112

Jean Brown, Senior Credit Analyst

Telephone: 303-662-7141
FAX: 303-662-7741