

## **Exhibit A, Attachment 1**

### **Local Vendor Price Comparison Methodology**

In furtherance of the County's Local Vendor objectives set forth in this Agreement at Exhibit A, section V(a)(1)(a), ARAMARK shall conduct overall price comparisons for all consumable and food supplies in accordance herewith.

Prior to commencing operations hereunder, ARAMARK shall undertake a separate price comparison for each of the following four categories of anticipated purchases under this Agreement: (a) Produce Items; (b) Dairy Items (Fluid Milk Only); (c) Fresh Sliced Bread; (d) Broad-line Consumable Items and Food Supplies for the general inmate menu and (e) Consumable Items and Food Supplies for the Officers' Dining Room and Catering Events. In addition to soliciting pricing information from ARAMARK's customary suppliers through ARAMARK's existing supply chain program, prices shall be solicited from local vendors capable of providing product that conforms to ARAMARK's specifications. An overall pricing comparison for each category shall be made between (x) Local Vendors (including 6% Local Vendor Preference) and (y) ARAMARK's customary suppliers. A comparison spreadsheet for each category in the form attached hereto as Exhibit A, Attachment 2 shall be utilized by ARAMARK when conducting this analysis to ensure that equivalent products are being compared. For the avoidance of doubt, ARAMARK shall compare the cumulative, overall pricing for each category listed above not individual items within each category. Price shall be defined as the anticipated invoice price as provided by the supplier and shall not include any purchasing incentives, discounts or rebates that are not exclusively related to ARAMARK's operation under this Agreement and are retained by ARAMARK.

After commencing operations hereunder, ARAMARK shall undertake price comparisons in the manner set forth above on a quarterly basis for Produce Items, Dairy Items (Fluid Milk Only), Fresh Sliced Bread and Consumable Items and Food Supplies for the Officers' Dining Room and Catering Events. ARAMARK shall undertake price comparisons in the manner set forth above for Broad-line Consumable Items and Food Supplies for the general inmate menu only upon significant menu revisions during the term of this Agreement. Significant menu revisions are those that materially impact more than 49% of the broad-line food items on the menu in place as of the commencement of operations under this Agreement. Notwithstanding the foregoing, ARAMARK reserves the right in its sole discretion to conduct such price comparisons more frequently than stated herein.

Upon request, ARAMARK shall provide reports to the County that display the cumulative, overall price variance for each category listed above between (x) Local Vendors and (y) ARAMARK's customary suppliers. The parties agree that any supplier pricing information provided to the County by ARAMARK shall be treated as proprietary and confidential information. The County shall keep all such information confidential and shall not publically disclose any such information. This obligation shall survive termination of this Agreement. The parties agree that supplier pricing constitutes a trade secret for which ARAMARK is entitled protection under California Government Code § 6254.15 (2007).

Notwithstanding anything to the contract contained in this Agreement or the exhibits and attachments hereto, as a condition of doing business with ARAMARK in connection with this Agreement, local vendors shall execute the Vendor Warranty set forth in Exhibit A, Attachment 3 and shall comply with ARAMARK's food quality, safety and service standards.



## **EXHIBIT A, ATTACHMENT 3**

### **VENDOR WARRANTY**

1. The undersigned ("Vendor") warrants and guarantees to ARAMARK Corporation and its subsidiaries (collectively, "ARAMARK") that all products and services purchased by or on the order of ARAMARK from Vendor: **(1)** shall be produced in compliance with all applicable laws, regulations and other legal requirements; **(2)** shall be labeled to reflect true net weight, measure, contents, size and nutritional values pursuant to, and shall otherwise comply with, all laws, regulations and other legal requirements; **(3)** shall be good and merchantable; **(4)** shall be fit for such purposes of ARAMARK as have been made known to Vendor, including without limitation, any purposes stated on the face of any applicable ARAMARK purchase order; and **(5)** shall neither infringe nor cause products ARAMARK produces therefrom to infringe, the trademark, patent, copyright or other intellectual property rights of any third party.

2. Vendor shall defend and indemnify hold ARAMARK harmless from and against any claim, lawsuit, loss, liability, damage, settlement or judgment, including without limitation, attorneys' fees and other expenses incurred in the defense of a claim, arising out of or alleging that such claimant's loss or injury was caused, in whole or in part, by: **(1)** the breach by Vendor or its distributor or subcontractor of any warranty hereunder, **(2)** a defect in a product or service supplied under this agreement or **(3)** a negligent act or omission in the design, manufacture, preparation, or packaging of a product or service supplied to ARAMARK.

3. Vendor's duty to defend and indemnify shall apply to claims for bodily injury or economic loss and shall include sums which ARAMARK shall become obligated to pay as damages in reasonable settlement of a claim as well as in satisfaction of a judgment. Vendor agrees that it will not dispute the reasonableness of the amount of any settlement entered into by ARAMARK of any claims of which Vendor has received reasonable notice and either has failed or refused to defend or has denied (or reserved its right to deny) an obligation to defend and indemnify ARAMARK. In the event of a breach of any warranty hereunder, Vendor agrees to reimburse ARAMARK for any damages to ARAMARK resulting from such breach.

4. Vendor shall furnish to ARAMARK, upon request, a certificate from a financially responsible insurance company evidencing that the insurance coverage required below is in force, naming ARAMARK and such others as are specified below as additional insureds and providing that such coverage may not be canceled without 30 days' prior written notice to ARAMARK, at 12th Floor, 1101 Market Street, ARAMARK Tower, Philadelphia, PA 19107 ATTN: Purchasing.

**(a)** Vendor shall carry, at its own expense, so long as Vendor provides products or services directly or indirectly to ARAMARK, comprehensive general liability insurance, including without limitation, coverage for the following: products liability, completed operations, acts of independent contractors and blanket contractual liability coverage, with a combined single limit of not less than \$5,000,000 per occurrence for bodily injury, personal injury, property damage and advertising injury which shall be written by a financially responsible insurance company. In addition, the products liability coverage shall contain a Broad Form Vendor's Endorsement naming ARAMARK as an additional insured. In addition, Vendor shall carry automobile liability insurance covering all owned, non-owned and hired vehicles with a limit of liability for each accident of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. All policies shall name ARAMARK and its officers, directors, employees and agents as Additional Insureds and shall stipulate that the insurance afforded Additional Insureds under Vendor's policies shall apply as primary insurance and that no other insurance carried by the Additional Insureds shall be called upon to contribute to a loss covered thereunder. All deductibles and self-insured retentions are the responsibility of the Vendor.

**(b)** If any of the above required insurance is written on a claims made basis, Vendor shall maintain the policies without endangering any aggregate limits. If coverage under such policies are cancelled, Vendor shall purchase extended discovery/ reporting coverage for an adequate amount of time to cover injuries arising out

of products sold under this agreement, but not less than five years after the last purchase by ARAMARK from Vendor.

(c) Any such policy shall include a provision for 30 days' written notice to ARAMARK in the event of any pending material change or cancellation of the insurance. A Certificate of Insurance for such coverage shall be delivered to ARAMARK within 10 days from the date of execution of this agreement and Vendor shall provide renewal or replacement certificates within 30 days prior to expiration.

(d) Vendor shall cause all of its subcontractors used in connection with this agreement to provide the same terms, conditions, kinds and amounts of insurance as specified herein. It shall be the Vendor's obligation to obtain certificates of insurance evidencing coverage from its subcontractors. Failure to carry the specified insurance coverage shall not relieve Vendor of responsibility for losses arising under this agreement.

5. In providing goods and services to ARAMARK, Vendor shall comply with all Federal, State and local laws, regulations, rules, ordinances, orders and other legal requirements ("Laws"), including without limitation, the Federal Consumer Products Safety Act, the Fair Labor Standards Act, the Hazardous Substance Act, the Occupational Safety and Health Act of 1970, as amended, and all Federal or State environmental Laws. Vendor shall also comply with ARAMARK's food safety standards set forth on **Appendix A**. Such standards may be revised at any time and from time to time by ARAMARK, and unless otherwise agreed, shall be effective upon receipt thereof by Vendor. The UN Convention on the International Sale of Goods is expressly excluded from this agreement. This agreement shall be governed by the laws of Pennsylvania without regard to its conflicts or choice of laws rules.

Vendor intends to be legally bound by the above agreements, and has made the above agreements as a material inducement for ARAMARK to purchase Vendor's products. Except as the parties expressly agree in writing, this Vendor Warranty shall not be modified or overruled by the preprinted or typewritten terms of any invoice, purchase order, sales confirmation or other writings submitted by either party after the date hereof.

**Vendor (Company) Name:**  
\_\_\_\_\_

**Vendor (Company) Address:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## APPENDIX A

### **Food Safety and Sanitation Standards for Suppliers to ARAMARK Food and Support Services Group, Inc. ("ARAMARK")**

**A.** All Suppliers must establish and administer the following programs:

**1.** An operating Hazard Analysis Critical Control Point Program ("HACCP"), under which the Supplier shall:

- identify all hazards associated with products;
- determine all Critical Control Points required to control identified hazards;
- establish standards for all Critical Control Points;
- establish procedures to monitor each Critical Control Point;
- establish corrective actions to be taken when there is a deviation; and
- establish verification procedures to determine that the HACCP system is working effectively, including a record keeping system for each Critical Control Point.

**2.** A documented and actionable Pest Control Program that incorporates integrated pest management practices to assure the facility is free of insects and rodents.

**3.** A documented Cleaning and Sanitation program.

**4.** A documented Product Safety and Recall Program that can track specific production lots of products and destinations, and incoming raw materials and finished products, ensuring appropriate "track-ability." Mock recalls shall be conducted every 6 months to assess the effectiveness of such Program.

**5.** A documented Listeria Environmental Program, for suppliers manufacturing and providing to ARAMARK ready-to-eat products.

**6.** A documented E Coli 0157H7 Program for raw ground beef products, for suppliers manufacturing and providing to ARAMARK raw ground beef products.

**7.** To the extent Supplier supplies meat products, or products containing meat, Supplier specifically represents, warrants and covenants that Supplier, and its vendors, are in compliance with Title 21 C.F.R. § 589.2000 (eff. August 4, 1997), prohibiting the feeding of ruminant meat and bone meal to ruminants, as now or hereafter amended or supplemented.

**B.** Compliance with these standards shall be monitored in 3 ways:

**1.** Annually, each Supplier shall certify in writing to ARAMARK that the Supplier is in compliance.

**2.** All Suppliers shall be subject to inspection by ARAMARK's Quality Assurance Manager or his designee, up to 2 times annually. Inspections shall include evaluating good manufacturing practices ("GMP's") and reviewing the Programs listed above. A minimum score of 85% is required for each inspection. If a score is below 85%, a re-inspection shall be done within approximately 30 days, to verify correction of deficiencies. A score of less than 85% on reinspection may lead to de-certification of the Supplier. Suppliers shall bear all reasonable inspection costs, e.g. travel, lodging and meals of the ARAMARK Quality Assurance Manager.

**3.** Suppliers shall undergo inspections by independent nationally-recognized inspection services, at least annually. Such inspections shall include evaluating GMP's and the Programs listed above. ARAMARK recommends Silliker Laboratories, American Institute of Baking and American Sanitation Institute as independent inspection services for use by

Suppliers. Suppliers are free, however, to use other nationally-recognized inspection services. Suppliers shall bear all costs for these inspections. If requested, Suppliers shall provide ARAMARK with access to records and results of these inspections.

### **C. Product Recalls**

1. All ARAMARK manufacturers and distributors must have a documented product safety and recall program that can track specific lots of products and destinations. Mock recalls shall be conducted every six months to assess the effectiveness of such program. For manufacturers, the program shall include both incoming raw materials and finished products.

2. The following ARAMARK personnel must be notified when a recall occurs:

John Orobono - Sr. Vice President, Supply Chain Management - [orobono-john@aramark.com](mailto:orobono-john@aramark.com)

Charlie Lousignont - Vice President, Supply Chain Management - [lousignont-charles@aramark.com](mailto:lousignont-charles@aramark.com)

Glenn Difiore - Associate Vice President of Purchasing - [difiore-alfred@aramark.com](mailto:difiore-alfred@aramark.com)

Joe Arrasmith - Senior Purchasing Manager - [arrasmith-joseph@aramark.com](mailto:arrasmith-joseph@aramark.com)

Matt Pittser - Senior Director of Distribution - [pittser-james@aramark.com](mailto:pittser-james@aramark.com)

Stuart Berlin - Distribution Support Manager - [berlin-stuart@aramark.com](mailto:berlin-stuart@aramark.com)

Carrie Bakken - Distribution Support Specialist - [bakken-carrie@aramark.com](mailto:bakken-carrie@aramark.com)

Notification shall be made by fax at 215 238 8127 and email as indicated above, within 24 hours. Notice by fax and email shall be effective only upon confirmation of receipt from ARAMARK.

3. All ARAMARK components that have received recalled product must be notified within 24 hours, by fax or telephone. The recall notice must identify the product, and shall include all lot or code numbers, product disposition information, and such other information as may be required by law or regulation or which is customarily included in recall notices. All recall information must be to the attention of the component manager.