

May 9, 2019



Burnet County Auditor
133 E. Jackson
Burnet, TX 78611

RE: Inmate Commissary and Banking Services

Aramark's correctional services division is pleased to submit the following proposal to the Burnet County Auditor for the provision of Inmate Commissary and Banking Services at the Burnet County Jail.

a. The name and address of Aramark Corporation is:

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

b. The name, title and telephone number of the Aramark contact person(s) is:

Director of Business Development: Meg McGraw
Email: mcgraw-meghan@aramark.com
Cell: 424-327-1398
Fax: 630-271-5758

c. Aramark's correctional services division is pleased to submit the enclosed offer in response to Inmate Commissary and Banking Services at the Burnet County Jail.

The name and address of Aramark Corporation and Legal Department is:

Assistant General Counsel Gregory C. Ott

Gregory C. Ott | Aramark | AVP & Assistant General Counsel | Legal Department
2400 Market Street
Philadelphia, PA 19103
P: 215-238-3293 M: 215-990-1909

d. I am an agent of Aramark Correctional Services, LLC (ACS) authorized to bind ACS to any contract for services resulting from this solicitation.

My contact information is as follows:

Tim Barttrum, VP, Business Development
2300 Warrenville Road
Downers Grove, Illinois 60515
Phone: (765) 730-7822
Fax: (630) 271-5758
Email: Barttrum-Tim@Aramark.com

Aramark looks forward to discussing this offer in detail with you and other appropriate representatives.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Barttrum", written over a horizontal line.

VP, Business Development

The Proposer maintains a complex commercial insurance program offering coverage that is often broader than what is available to the general market. Below are some clarifications that we wish to make regarding how our program functions to address your requirements. We encourage you to express any concerns so that we can appropriately address them in connection with finalizing our definitive agreement, if we are awarded.

Clarifications on Insurance coverage:

- The Proposer proposes a mutual waiver of subrogation on claims for property damage, not to include claims for bodily injury or death.
- Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.
- Copies of The Proposer's policies cannot be distributed outside of the company. Certificates evidencing all required policies will be provided upon execution of an agreement and upon request thereafter.
- The Proposer reserves the right to determine, at its sole discretion, its own confidential deductibles and self-insured retentions.
- Client shall be included as an additional insured. Any insurance provided by The Proposer (Additional Insured or Otherwise) shall only cover losses for which The Proposer is legally liable; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of Client.
- Only The Proposer entities may be Named Insured on The Proposer's policies of insurance.
- The Proposer's insurers will be reasonably acceptable to Client.
- The Proposer may meet overall liability insurance requirements through any combination of primary and excess insurance policies. The total required limits are the maximum amount of limits that will be provided by The Proposer to the Client.
- The Proposer's General Liability policy does not have an aggregate limit. This is a benefit to Client, as there is no limit on the number of claims that can be honored in a given policy year.

PRICE PROPOSAL FORM

Page 1 of 2

RFP 19-5120-01

Jail Commissary Services for Burnet County Sheriff

Provider shall have the ability to provide commissary services as described in this proposal. Having read and understood the instructions/terms of contract and specifications, provider submits the following:

Description

Price

Guaranteed commission rate as a percentage of gross sales, less sales tax and postage.....

40 %

Or a guaranteed annual minimum paid monthly
.....

\$14,166.00 or
\$170,000.00
\$ Annually

Ability to distribute the goods purchased upon delivery?

Y or N

Please Describe:

Yes, we have the ability to distribute goods upon delivery.

Per discussions with the County, we will purchase, bag, and deliver all products. Aramark can also assist the County Commissary Manager and Correctional staff with product deliveries to the housing units if desired by the County.

RFP 19-5120-01

Jail Commissary Services for Burnet County Sheriff

Include a list of all products and prices of what proposer intends to sell and charge to Burnet County inmates. Attach additional pages if necessary.

[illegible]

REQUIRED DOCUMENTS

HEALTH & BEAUTY				CLOTHING				CHIPS & SNACKS			
PLU	Item	Size	Price	PLU	Item	Size	Price	PLU	Item	Size	Price
1051	Mouthwash Non-Alcohol	4 oz	\$1.59	8073	Shower Shoes - V Strap	S	\$2.09	6009	Doritos Nacho Cheese	1.75 oz	\$1.09
1114	Lotion	4 oz	\$1.59	8074	Shower Shoes - V Strap	M	\$2.09	6026	Lays Potato Chips	1.5 oz	\$1.09
1123	Cocoa Butter Lotion	4 oz	\$1.59	8075	Shower Shoes - V Strap	L	\$2.09	6012	Lays BBQ Potato Chip	1.5 oz	\$1.09
1052	All in One Wash	4 oz	\$1.59	8077	Shower Shoes - V Strap	XL	\$2.09	6018	Lays Sour Cream and Onion	1.5 oz	\$1.09
1110	Conditioner	4 oz	\$1.59	8033	Step-In Shoes Navy	M6/W6	\$10.99	6021	Cheetos Jalapeno Cheddar	2 oz	\$1.09
1465	Shampoo	4 oz	\$1.59	8034	Step-In Shoes Navy	M7/W3	\$10.99	6002	Cheetos Flamin Hot	2 oz	\$1.09
1026	Brushless Shave Cream	3 oz	\$1.89	8028	Step-In Shoes Navy	M8/W1	\$10.99	6008	Doritos Cool Ranch	1.75 oz	\$1.09
1027	Irish Spring Soap	3.2 oz	\$1.29	8028	Step-In Shoes Navy	M9/W1	\$10.99	6015	Hot Pork Skins	1 oz	\$1.09
1259	Freshscent Cocoa Butter Soap	5 oz	\$1.29	8023	Step-In Shoes Navy	110/W1	\$10.99	6031	Frito Chili Cheese	2 oz	\$1.09
1204	Jergens Bath Soap	4.5 oz	\$1.39	8024	Step-In Shoes Navy	111/W1	\$10.99	6072	Planters Peanuts Salted	2 oz	\$0.89
1467	Soap Dish	1 ea	\$0.59	8025	Step-In Shoes Navy	112/W1	\$10.99	6353	Ruffles Sour Cream & Cheddar	1.5 oz	\$1.09
1144	Aim Tartar Control Toothpaste	6 oz	\$3.99	8036	Socks	Pair	\$1.99	4048	Saltines	16 oz	\$4.29
1222	Freshmint Clear Gel Toothpaste	4.6 oz	\$1.99	8005	Boxers	S	\$3.19	6280	Sweet & Salty Tart Mix	1.75 oz	\$1.09
1009	Feminine Douche	4.5 oz	\$2.75	8004	Boxers	M	\$3.19	6521	Chesters Hot Fries	1.75 oz	\$1.09
1650	TEK SOFT Toothbrush	Ea	\$0.59	8003	Boxers	L	\$3.19	6000	Doritos Sweet & Spicy Chili	1.75 oz	\$1.09
1126	ColgateToothpaste	2.5 oz	\$2.49	8006	Boxers	XL	\$3.19	FOOD			
1085	Balsam Conditioner	16 oz	\$3.59	8000	Boxers	2XL	\$4.19	4015	Ramen - Chili Flavor	3 oz	\$0.75
1084	Balsam Shampoo	16 oz	\$3.59	8001	Boxers	3XL	\$4.19	4013	Ramen - Beef Flavor	3 oz	\$0.75
1117	V05 Balancing Shampoo	12.5 oz	\$3.59	8002	Boxers	4XL	\$4.19	4014	Ramen - Chicken Flavor	3 oz	\$0.75
1177	V05 Extra Body Conditioner	12.5 oz	\$3.59	8046	T-Shirt	S	\$4.19	4016	Ramen - Picante Beef	3 oz	\$0.75
1176	Head & Shoulders Dandruff	1.7 oz	\$1.99	8045	T-Shirt	M	\$4.19	4284	Ramen - Chili Lime Shrimp	3 oz	\$0.75
1063	Magic Shave Cream	6 oz	\$5.99	8044	T-Shirt	L	\$4.19	4329	Ramen - Spicy Vegetable	3 oz	\$0.75
1162	Royal Crown Hair Dressing	4 oz	\$3.59	8047	T-Shirt	XL	\$4.19	4330	Ramen - Cajun Chicken	3 oz	\$0.75
1062	Lusti Pomade	4 oz	\$2.29	8048	T-Shirt	2XL	\$7.89	4108	Refried Beans w/ Jalapenos	8 oz	\$2.69
1404	Coconut Oil	4 oz	\$1.99	8042	T-Shirt	3XL	\$7.89	4112	Chili Rice Instant	2 oz	\$1.39
1006	Cotton Swabs	50 ct	\$1.59	8043	T-Shirt	4XL	\$9.99	4111	Instant White Rice	7 oz	\$2.09
1003	5" Comb	Ea	\$0.19	8079	T-Shirt	5XL	\$9.99	4292	Big Haus Summer Sausage Stick	5 oz	\$2.85
1086	Afro Pick Small	Ea	\$0.39	8061	Thermal Top	S	\$8.19	4298	Big Haus Cajun Jalapeno Beef Stick	5 oz	\$2.85
1040	Palm Brush	Ea	\$0.69	8055	Thermal Top	M	\$8.19	4003	Chicken Pouch	3 oz	\$3.69
1172	Ponytail Holders	Ea	\$0.19	8056	Thermal Top	L	\$8.19	4231	Geisha Mackerel	3.53 oz	\$2.29
1094	Regular Tampons	Ea	\$0.29	8057	Thermal Top	XL	\$8.19	4143	Geisha Sardines in Hot Sauce	3.53 oz	\$1.59
1053	Dial Roll on AP/Deodorant	Ea	\$2.19	8058	Thermal Top	2XL	\$11.39	4359	Geisha Tuna Pouch	3.53 oz	\$2.79
1065	Lady Speed Stick	1.4 oz	\$3.49	8059	Thermal Top	3XL	\$11.39	4470	Santa Fe Steak Mch	9 oz	\$4.99
1301	Mennen Clear Active Deodorant	1.8 oz	\$3.79	8085	Thermal Bottom	S	\$8.19	4471	Cheese Chicken Quesadilla Meal	9 oz	\$4.99
1152	Non - Asprin	2 pk	\$0.39	8049	Thermal Bottom	M	\$8.19	4418	Chili w/ Beans	7.5 oz	\$2.69
1018	Ibuprofen Tablets	2 pk	\$0.49	8050	Thermal Bottom	L	\$8.19	4000	Double Beef Stick	1.12 oz	\$1.25
1175	Acne Cream	1 oz	\$2.29	8051	Thermal Bottom	XL	\$8.19	4164	Sliced Jalapenos	1 oz	\$0.79
1315	Antacid Tablets	12 ct	\$1.69	8052	Thermal Bottom	2XL	\$11.39	4006	Hot n' Spicy Meat Stick	1.12 oz	\$1.25
1407	Lip Balm -	Ea	\$1.49	8053	Thermal Bottom	3XL	\$11.39	4001	Beef & Cheese Stick	1.12 oz	\$1.25
1015	Halls Cough Drops Cherry	9 ct	\$1.69					4410	Easy Mac Kraft Pkt	2.15 oz	\$0.99
1017	Hydrocortisone Cream 1%	.5 oz	\$2.29					4320	Flour Tortillas	10 ct	\$2.99
1042	Anti-Fungal Cream	.5 oz	\$2.29					4004	Hot Dill Pickle EA	Large	\$1.39
1005	Contact Case	1 pair	\$1.99					4174	Dill Pickle EA	Large	\$1.39
1400	Contact Cleaning Solution	12 oz	\$5.99					4049	Oatmeal Variety Box	Box	\$4.89
1007	Denture Adhesive	2.4 oz	\$5.19					4115	Chili Rice & Beans	4.4oz	\$2.19
1284	Denture Cleaner Tablet	Ea	\$0.09					4084	Habanero Spread	8 oz	\$3.49
1035	Baby Powder	4 oz	\$1.29					4440	Panola Soy Sauce	6 oz	\$2.19
								4158	Panola Hot Sauce	6 oz	\$2.19
								4207	Ketchup PC	9 gm	\$0.15
								4166	Mustard PC	4.5gm	\$0.15
								4002	Cheddar Cheese	1oz	\$0.70
								4007	Jalapeno Cheese	1oz	\$0.70
								4011	Peanut Butter	1oz	\$0.75
								4455	Mayo	9 gm	\$0.15
								4008	Grape Jelly	1 oz	\$0.39
								4193	Ranch Dressing	1.5 oz	\$0.69
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PROPOSAL SIGNATURE FORM

The undersigned agrees this Proposal becomes the property of Burnet County after the official opening.

The undersigned affirms that they are duly authorized to execute a contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Burnet County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Burnet County prior to the official opening.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package. Failure to sign and return this form will result in the rejection of the entire Proposal.

Signature

X 
Authorized Representative

NAME AND ADDRESS OF COMPANY:

Aramark Correctional Services, LLC. Date May 29, 2019

2400 Market Street Name Tim Bartrum

Philadelphia, PA 19103 Title Vice President of Business Development

Tel. No. 1-800-777-7090 FAX No. 610-271-5758

E-Mail Address: bartrum-tim@aramark.com

AFTER HOURS EMERGENCY CONTACT:

Name: See table below

Tel. No. _____

THIS FORM MUST BE SIGNED.

Priority	Name	Phone	Email
1st	Onsite Staff Associates	TBD Upon Hire	TBD Upon Hire
2nd	Jamie Salinas	P: 512-863-4329 M: 512-736-0508	salinas-jaime@aramark.com
3rd	Benjamin Holmes	P: 210-335-6424 M: 979-219-3985	holmes-benjamin@aramark.com
4th	Pat Templin	P: 214-335-8796 M: 214-335-8796	templin-patrick@aramark.com

Compliance with Federal and State Laws

Certification of Eligibility

By submitting a bid in response to the solicitation, Bidder certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities.

In the event of placement on the list between the time of bid submission and time of award, the Bidder will notify the Burnet County Purchasing Agent. Failure to do so may result in terminating the contract for default.

Relating to State Contracts with and Investments in Companies that Boycott Israel

Effective September 1, 2017, Contractor/Vendor verifies that it/he/she does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017.

Relating to State Contracts with and Investment in Companies that do Business with Iran, Sudan, or any known foreign terrorist organizations

Effective September 1, 2017, Contractor/Vendor verifies that it/he/she does not do business with Iran, Sudan, or any known foreign terrorist organizations and will not do business with Iran, Sudan, or any known foreign terrorist organizations during the term of this contract. The term "foreign terrorist organization" is defined by Texas Government Code Section 806.001, effective September 1, 2017.

Disclosure of Interested Parties

By submitting a bid in response to the solicitation, the Bidder agrees to comply with HB 1295, Government Code 2252.908. Bidder agrees to provide Burnet County Purchasing Agent, and/or requesting department, the Certificate of Interested Parties Form 1295 as required, within ten (10) business days from notification of pending award, renewal, amended or extended contract.

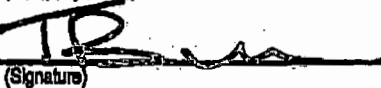
Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

Aramark Correctional Services, LLC.

2400 Market Street, Philadelphia, PA 19103

(Company Name)

(Address)



Vice President of Business Development

May 29, 2019

(Signature)

(Title)

(Date)

barttrum-tim@aramark.com

1-800-777-7090

(Email)

(Phone)

EXHIBIT A

SUGGESTED TERMS AND CONDITIONS

Aramark Correctional Services, LLC ("Aramark") is excited by the privileged prospect of providing commissary services to Burnet County, Texas ("County"). In the development of every partnership, there are topics of a legal and contractual nature that warrant discussion and clarification by all parties. We respectfully request that the County review the following contract considerations and concerns. In the event that Aramark is the successful bidder, we look forward to working closely with the County to finalize a mutually beneficial agreement in an expeditious manner. Aramark respectfully requests that the County consider the following provisions:

1. GUARANTEE

1) Commission Guarantee: Aramark will guarantee a minimum annual commission of one hundred and seventy thousand dollars (\$170,000.00) (the "Guarantee"). Aramark agrees to reimburse Client for the amount, if any, by which actual commission on Gross Sales fall below the Guarantee for the corresponding year/month.

2) Guarantee Conditions and Assumptions: Aramark's obligation to reimburse Client in accordance with the Paragraph 1 above is contingent upon the following conditions and assumptions remaining in effect:

(a) Aramark shall be the exclusive commissary service provider to the Facilities.

(b) Aramark's iCare, GoCart, Retail Promotions and GTL/TouchPay programs shall be installed, activated, and implemented as agreed. "Retail Promotions" include certain discounts, promotional items, holiday promotions, and new item introductions to inmates.

(c) The average daily population shall remain the same.

(d) Inmate spending limits shall remain at current levels or higher.

(e) Fees on spending (including, but not limited to, event charges such as restitution and subsistence fees) shall not increase beyond current levels.

(f) Facilities listed in the Agreement shall not be removed from the scope of services.

(g) The cost of wages, salary, and fringe benefits for Aramark's employees shall not exceed such levels as set forth in the staffing chart. Aramark's obligation is based on the Federal and State minimum wage laws in effect as of 2019. Should the minimum wage be increased above the 2019 level pursuant to any Federal, State or local law or regulation, Aramark's obligation shall automatically be adjusted to cover increased labor costs resulting directly or indirectly from such increase.

(h) If Aramark sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, Aramark may increase its prices to recover such increased costs. Additionally, Aramark may, at its discretion perform a price audit to compare the prices at which it sells the Products contemplated by this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community ("Comparable Retail Values"). In the event that any of Aramark's prices are below the Comparable Retail Values, the parties shall agree to increase such prices under this Agreement to reflect the Comparable Retail Values.

(i) Client and its representatives and employees shall fully cooperate with Aramark and its representatives in the implementation of the commissary and any modifications to the program.

(j) Client and/or any facility affiliated with Client shall neither hire any supervisory employee of Aramark, nor permit any supervisory employee of

LEGAL REVIEW

Aramark to be employed on Client's premises or on the premises of any facility affiliated with Client during the term of the Agreement or for a period of 12 months subsequent to the expiration of the Agreement (unless such employees were formerly employees of Client) whether as an individual or as owner, partner, majority stockholder, director, officer or employee of a commissary service provider. For the purpose of this provision, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on Clients premises at any time during the term of the Agreement.

In the event any of the foregoing conditions or assumptions is not met during the term of the Agreement, Aramark's obligation to pay the Guarantee shall cease and Aramark and Client agree to renegotiate the Guarantee.

2. COMMISSIONS

Aramark shall pay to the County a commission in an amount equal to forty percent (40%) of Net Sales. Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering commissions on Net Sales made during such month. For purposes of this Paragraph, "Net Sales" means total Product sales [Add Go-Cart, iCare, and Fresh Favorites, if applicable and if commission rates are the same] (excluding all sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Products) less sales or use taxes, authorized returns and handling charges.

3. BILLING AND PRICES

Aramark shall determine the prices at which Products shall be sold. If Aramark sustains increases in its costs, including but not limited to, increases in its Product, labor or equipment or software-related costs, Aramark may increase its prices to recover such increased costs. Additionally, Aramark may, at its discretion perform a price audit to compare the prices at which it sells the Products contemplated by

this Agreement with the prices at which similar products are being sold in retail outlets in the surrounding community ("Comparable Retail Values"). In the event that any of Aramark's prices are below the Comparable Retail Values, the parties shall agree to increase such prices under this Agreement to reflect the Comparable Retail Values. Aramark shall submit to the County on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by Aramark during such week, if any. The term "Gross Sales" shall mean total commissary sales (including, but not limited to, sales of tobacco products, stamps and pre-stamped envelopes, pre-paid telephone calling cards or any other telephone sales, debit cards, and Indigent Product sales) plus any sales or use taxes. For purposes of this Agreement, a sale shall be deemed made when a Product ordered by an inmate is delivered to the County for subsequent delivery to the inmate, and the Product is not returned. For purposes of this Agreement, all sales are final and no returns will be honored unless the inmate who ordered a Product refuses delivery of such Product at the time such Product is delivered. If an inmate is released prior to Product delivery and fails to claim such Product within seventy-two (72) hours after release, the Product shall become the property of the County.

Aramark shall submit to the County on the first day of every week, for the preceding week, an invoice for total Gross Sales of Products made during such week, and other goods or services provided by Aramark during such week, if any.

4. FINANCIAL COMMITMENT

Aramark shall make a financial commitment to County in an amount up to \$56,100 (the "Financial Commitment"). County agrees to invest the Financial Commitment in fifty six thousand and one hundred dollars at the Burnet County Jail. Any equipment purchased by Aramark on County's behalf shall be purchased as a "sale-for resale" to the County. County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of ____ years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of this Agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. In the event such amounts owing to Aramark are not paid to Aramark within 30 days of expiration or termination, County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within 30 days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.

7. 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 County in connection with the negotiation and implementation 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, a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply, and labor 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; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and County 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 prices or commission, modifications to the Product offerings and/or pricing, or modifications to Aramark's scope of services.

8. TERMINATION

A. TERMINATION FOR CONVENIENCE: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (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 thirty (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 County 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 County'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 County 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.

DISCLOSURES

1. LITIGATION HISTORY: From time to time in the ordinary course of business, Aramark is a party to various legal actions incidental to the conduct of our business, including actions by inmates, clients, customers, employees, government entities and third parties, including under federal and state employment laws, wage and hour laws, immigration laws, environmental laws, and false claims statutes. Based on information currently available, advice of counsel, available insurance coverage, established reserves and other resources, we do not believe that any such current action pending or any action over the past five (5) years is likely to be, individually or in the aggregate, material to our business, financial condition, results of operations, cash flows or our ability to perform under a contract with the County.

2. TERMINATED CONTRACTS: To the best of Aramark's knowledge, Aramark Correctional Services, LLC ("Aramark") has not had a contract terminated due non-performance during the last five (5) years. However, from time to time in the ordinary course of business, Aramark may receive a notice of default and/or termination for convenience from a client. In each case, Aramark strives to resolve any issues amicably and to the satisfaction of both parties.