

Notice of Contract Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	ARAMARK EDUCATIONAL SERVICES 1100 MARKET ST PHILADELPHIA, PA 19107 United States
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STATEWIDE SCHOOL FOOD SERVICES PROGRAM (MPA-421) - RIDE	
Award Number	3324751
Revision Number	7
Effective Period	01-JUL-2013 - 30-JUN-2017
Approved PO Date	03-AUG-2016
Vendor Number	747

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
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Type of Requisition	*OTHER
Requisition Number	1291857
Change Order Requisition Number	RIDE17NMC-0009
Solicitation Number	7458405
Freight	Paid
Payment Terms	NET 30
Buyer	Walsh, Gail
Requester Name	-
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

CHANGE TO P.O. 3324751 DATED 5/10/2013

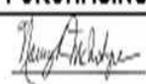
CHANGE EFFECTIVE DATES:
 FROM 7/1/2013 - 6/30/2016 TO 7/1/2013 - 6/30/2017

TO RENEW AND AMEND THE AGREEMENT BETWEEN THE STATE OF RI AND ARAMARK
 Reference Documents: 3324751ATTACHMENT.pdf

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT
 Nancy R. McIntyre

Contract Terms and Conditions

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Terms and Conditions

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INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing

shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered

by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

(2)

AMENDMENT NO. 3 TO
STATEWIDE SCHOOL FOOD SERVICES PROGRAM AGREEMENT

This Amendment No. 3, effective July 1, 2016 by and between **THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS ACTING BY AND THROUGH THE DEPARTMENT OF EDUCATION** (the "State") and **ARAMARK EDUCATIONAL SERVICES, LLC**, a Delaware limited liability company ("Aramark"), amends that certain Statewide School Food Services Program Agreement by and between the State and Aramark made effective July 9, 2013, as amended (the "Agreement").

WHEREAS, the State and Aramark desire to renew and amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound, the parties hereto agree that the Agreement shall be amended, in accordance with Paragraph 40 thereof, as follows:

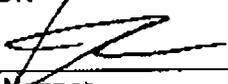
1. **Renewal**. Pursuant to Paragraph 9 of the Agreement, the Parties hereby renew the Agreement for a term of one (1) year, commencing on July 1, 2016 and ending on June 30, 2017.
2. **Agreement to Remain in Effect**. In all other respects, the Agreement shall remain in full force and effect. This Amendment No. 3 shall be attached to, and become a part of, the Agreement.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

3

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

**STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS DEPARTMENT
OF EDUCATION**

By: 

Dr. Ken Wagner
Commissioner of Education

ARAMARK EDUCATIONAL SERVICES, LLC

By: 

Steve Weiser
Authorized Signatory



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

ARAMARK EDUCATIONAL SERVICES
 1100 MARKET ST
 PHILADELPHIA, PA 19107
 United States

Amendment Date: 24-JUN-15
 Original Award Date: 10-MAY-13
 Buyer: G Walsh
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 747

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 5 Award Number 3324751 Effective Period 01-JUL-13 - 30-JUN-16	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	STATEWIDE SCHOOL FOOD SERVICES PROGRAM (MPA-421) - RIDE			

Description			Bid Number	Change Order Req#	
STATEWIDE SCHOOL FOOD SERVICES PROGRAM (MPA-421) - RIDE				RIDE15NMC-0056	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3324751 DATED 5/10/13 CHANGE EFFECTIVE PERIOD: FROM: 7/1/13 - 6/30/15 TO: 7/1/13 - 6/30/16 EXTENSION PER THE ATTACHED AMENDMENT NO. 2 TO THE STATEWIDE SCHOOL FOOD SERVICES PROGRAM AGREEMENT. AGENCY CONTACT: NANCY CARINHA - (401) 222-4679			

STATE PURCHASING AGENT
 Nancy R. McIntyre



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

ARAMARK EDUCATIONAL SERVICES
 1100 MARKET ST
 PHILADELPHIA, PA 19107
 United States

Amendment Date: 15-JUL-14
 Original Award Date: 10-MAY-13
 Buyer: G Walsh
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 747

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 3 Award Number 3324751 Effective Period 01-JUL-13 - 30-JUN-15	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	STATEWIDE SCHOOL FOOD SERVICES PROGRAM (MPA-421) - RIDE			

Description			Bid Number	Change Order Req#	
STATEWIDE SCHOOL FOOD SERVICES PROGRAM (MPA-421) - RIDE					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3324751 DATED 5/10/13 CHANGE EFFECTIVE PERIOD: FROM: 7/1/13 - 6/30/14 TO: 7/1/13 - 6/30/15 EXERCISING FIRST OPTION TO RENEW FOR THE PERIOD 7/1/14 - 6/30/15 PER THE ATTACHED AMENDMENT NO. 1 TO THE STATEWIDE SCHOOL FOOD SERVICES PROGRAM AGREEMENT.			

STATE PURCHASING AGENT

 Lorraine A. Hynes

AMENDMENT NO. 1 TO
STATEWIDE SCHOOL FOOD SERVICES PROGRAM AGREEMENT

This Amendment No. 1, effective July 1, 2014 by and between **THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS ACTING BY AND THROUGH THE DEPARTMENT OF EDUCATION** (the "State") and **ARAMARK EDUCATIONAL SERVICES, LLC**, a Delaware limited liability company ("ARAMARK"), amends that certain Statewide School Food Services Program Agreement by and between the State and ARAMARK made effective July 9, 2013, as amended (the "Agreement").

WHEREAS, the State and ARAMARK desire to renew and amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound, the parties hereto agree that the Agreement shall be amended, in accordance with Paragraph 40 thereof, as follows:

1. **Renewal.** Pursuant to Paragraph 9 of the Agreement, the Parties hereby renew the Agreement for a term of one (1) year, commencing on July 1, 2014 and ending on June 30, 2015.
2. **Final USDA 2012 Rule.** Beginning with the 2014-2015 contract term and for all remaining contract terms, if applicable, ARAMARK shall ensure that all reimbursable meals meet the Food-Based Meal Pattern and nutrition standards as required by the USDA and described in Attachment 1 hereto. Reimbursable meals must adhere to all calorie ranges and meet the nutrition standards for the National School Lunch, School Breakfast, and summer meals programs. ARAMARK shall implement the meal pattern and nutrition standards set forth in Attachment 1 in accordance with the USDA's implementation timeline as described on page 3 of Attachment 1 for each of the National School Lunch and School Breakfast Programs.
3. **Interim Final USDA Rule- Nutrition Standards for All Foods Sold in School** Beginning with the 2014-2015 contract term and for all remaining contract terms, if applicable, ARAMARK shall ensure that, as of July 1, 2014, all competitive foods and beverages sold by ARAMARK meet the nutrition standards in the USDA interim final rule set forth in Attachment 2, as well as all applicable state regulations and laws.
4. **Agreement to Remain in Effect.** In all other respects, the Agreement shall remain in full force and effect. This Amendment No. 1 shall be attached to, and become a part of, the Agreement.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

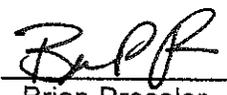
IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

STATE OF RHODE ISLAND AND
PROVIDENCE PLANTATIONS DEPARTMENT
OF EDUCATION

By: 

Deborah Gist
Commissioner of Education

ARAMARK EDUCATIONAL SERVICES, LLC

By: 

Brian Pressler
Vice President



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

ARAMARK EDUCATIONAL SERVICES
 1100 MARKET ST
 PHILADELPHIA, PA 19107
 United States

Amendment Date: 30-OCT-13
 Original Award Date: 10-MAY-13
 Buyer: G Walsh
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 747

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 2 Award Number 3324751 Effective Period 01-JUL-13 - 30-JUN-14	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	STATEWIDE SCHOOL FOOD SERVICES PROGRAM (MPA-421) - RIDE			

Description			Bid Number	Change Order Req#	
STATEWIDE SCHOOL FOOD SERVICES PROGRAM (MPA-421) - RIDE					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO #3324751 DATED 5/10/13: STATEWIDE SCHOOL FOOD SERVICES AGREEMENT DATED JULY 9, 2013 BETWEEN THE STATE OF RHODE ISLAND, DEPT. OF ELEMENTARY AND SECONDARY EDUCATION AND ARAMARK EDUCATIONAL SERVICES LLC IS ATTACHED HEREWITH.			

STATE PURCHASING AGENT

 Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.state.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

STATEWIDE SCHOOL FOOD SERVICES PROGRAM AGREEMENT

Between

**The State of Rhode Island
Department of Elementary and Secondary Education
and
ARAMARK Educational Services, LLC**

This Statewide School Food Services Program Agreement (hereinafter the "Agreement") is made and entered into this 9th day of July, 2013, by and between the State of Rhode Island and Providence Plantations (hereinafter the "State") acting by and through the Department of Elementary and Secondary Education (hereinafter "RIDE") and ARAMARK Educational Services, LLC, a corporation duly organized and existing under the laws of the State of Delaware, and registered to do business in the State of Rhode Island, with a primary office in Philadelphia, Pennsylvania and a Federal Identification Number of 23-1354443 (hereinafter "ARAMARK").

RIDE and ARAMARK are sometimes jointly referred to hereinafter as the "Parties".

WITNESSETH

WHEREAS, the State acting on behalf of RIDE requested proposals from qualified firms to operate the Statewide School Food Services Program (hereinafter the "Program") so that the Program would continue to ensure maximum cost savings and efficiency of services in the provision of school food services to Rhode Island students; and

WHEREAS, the Program is also designed to improve the nutrition and health of all students attending school in the school districts, charter schools and/or state schools in the State of Rhode Island (hereinafter individually a "School Food Authority" and collectively the "Rhode Island Districts").

WHEREAS, this Agreement shall serve as an umbrella agreement under which each Rhode Island District may enter into a separate Food Service Management Agreement with ARAMARK.

WHEREAS, in order to obtain such services, the State of Rhode Island (on behalf of RIDE) issued RFP #7458405 entitled "Statewide School Food Services Program," and all related addenda, written responses to vendor questions and written clarifications (collectively hereinafter the "RFP"), all of which are incorporated herein by reference and made a part hereof; and

WHEREAS, ARAMARK, in response to said RFP, submitted a Technical and Cost Proposal (hereinafter the "Proposal"), which is incorporated herein by reference and made a part hereof; and,

WHEREAS, the Parties desire to establish this Agreement for ARAMARK to furnish the services associated with the Program.

NOW THEREFORE, for good and valuable consideration exchanged by and between the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Precatory Clauses

The precatory "whereas" clauses are incorporated herein and made a part of this Agreement.

2. Services

ARAMARK hereby agrees to perform the services as detailed in the RFP, the Proposal and this Agreement (hereinafter the "Services"). For convenience purposes, the Services are set-forth in Exhibit 1. In the event that Exhibit 1 excludes a service item set forth in the RFP and Proposal, such service is incorporated into this Agreement by reference from such documents.

3. No Compensation

ARAMARK shall perform all of its duties and obligations under this Agreement and any changes or amendments thereto for no compensation. To be clear, RIDE is not responsible to pay ARAMARK for any costs, fees or other compensation for ARAMARK's duties and obligations under this Agreement and any mutually agreed upon changes or amendments thereto. In consideration of ARAMARK's performance of the Services set forth herein, RIDE shall designate ARAMARK as the sole preferred food service management company for purposes of the Program. RIDE has selected ARAMARK as the single food service management company to provide the Program to participating Rhode Island Districts. It is RIDE's intention that, over time, ARAMARK will serve all of the Rhode Island Districts through the Program.

4. RIDE's Obligations

A. RIDE shall undertake all reasonable best efforts to support and encourage all of the Rhode Island Districts to participate in the Program by contracting with ARAMARK.

- B. RIDE shall undertake all reasonable best efforts to cooperate with ARAMARK in the providing of ARAMARK's Services, as set forth in Exhibit 1. Such cooperation shall include, but is not limited to: (i) commenting on plans in a timely manner; (ii) making a representative of RIDE available to meet with the Rhode Island Districts inquiring about participation in the Program; (iii) facilitating communication between ARAMARK and the Rhode Island Districts; (iv) requiring the Rhode Island Districts to timely complete a survey approved by RIDE and provide such other information as ARAMARK may reasonably require in order to fulfill its assessment and inventory obligations under this Agreement; and (v) assisting ARAMARK in communicating with the Rhode Island Districts regarding the requirements of the Program.
- C. RIDE shall document in writing in a complete and timely manner any deficiencies in ARAMARK's performance of Services and/or failure to supply deliverables.

5. ARAMARK Obligations.

- A. ARAMARK shall undertake all reasonable best efforts to fully comply with all of the specific terms, conditions, and provisions set forth in this Agreement including, but not limited to, the Services, the RFP and the Proposal.
- B. ARAMARK shall document in writing in a complete and timely manner any deficiencies in RIDE's performance of its obligations under Section 4 of this Agreement.

6. Individual Food Service Management Agreements.

Each of the Rhode Island Districts that elects to participate in the Program shall utilize the Food Service Management Agreement developed by RIDE (hereinafter the "District Contract"). The terms and conditions of the District Contract cannot be altered or amended without RIDE's prior written consent. Each individual District Contract may be renewed on an annual basis using the Annual Renewal form developed by RIDE.

7. Incorporation by Reference and Interpretation

The State Purchasing Act, the State Purchasing Regulations and the State of Rhode Island Office of Purchases General Conditions of Purchase are incorporated herein by reference, hereinafter collectively referred to as the State's General Conditions of Purchase. This Agreement consists of the following

contract documents: (a) this Agreement; (b) the Proposal and (c) the RFP and Purchase Order, all of which may be collectively referred to throughout this Agreement as the "Contract Documents." In the event any conflict shall arise among the provisions of the foregoing documents, said conflict shall be resolved by giving priority to the documents in the order set forth above.

8. Changes to Services

- A. Either of the Parties may at any time individually request changes to the Services required under this Agreement. The Parties acknowledge that each of them may require a change in the Services due to a variety of factors including, but not limited to, changes in federal, state and local law, regulations, policies or budgets.
- B. Any changes to this Agreement shall be implemented by a written contract amendment mutually agreed upon and executed by the Parties.

9. Implementation and Term

ARAMARK shall commence Services under this Agreement immediately upon execution of this Agreement by both Parties and the issuance of a Purchase Order, and shall complete the Services within the time requirements set forth in Exhibit 1. The initial term of this Agreement shall end on June 30, 2014 unless terminated earlier pursuant to the provisions of this Agreement. The Agreement may be extended for four (4) additional one (1) year renewal periods by mutual written agreement of the Parties. As used herein, the "Term" of this Agreement shall mean the initial term together with any renewal period(s) that are approved by the Parties.

10. Assignment

This Agreement shall not be assigned, transferred or subcontracted by ARAMARK without RIDE's prior written approval which said approval shall not be unreasonably withheld, conditioned or delayed; except that ARAMARK may assign this Agreement, in its sole discretion, to any of its affiliates without consent being required with not less than thirty (30) days written notice to RIDE of such assignment. Any assignment by ARAMARK shall not be effective unless the new party (assignee) agrees to all of the terms and conditions of the Agreement. Any assignment by ARAMARK shall not relieve ARAMARK from any and all liability under this Agreement. For purposes of this Agreement, "affiliate" shall mean any corporation, limited liability company or any other person controlling, controlled by or under common control with, ARAMARK.

Except as otherwise provided in this Agreement, RIDE may not assign the Program IP or this Agreement as a way to assign the Program IP without

ARAMARK's prior written consent and any assignment without ARAMARK's written consent shall be void ab initio.

11. Lobbying

ARAMARK must comply with all federal laws restricting and/or limiting lobbying activities of recipients of federal funds including, but not limited to, 31 U.S.C. Section 1352 and Section 503 of the Departments of Labor, the State, Human Services Education, and Related Agencies Appropriations Act (Public Law 104-209).

12. Representations and Warranties

ARAMARK represents and warrants to RIDE that the necessary licenses have been secured by ARAMARK for the Services covered by this Agreement. ARAMARK further warrants that the Services performed hereunder will be performed in a manner and in accord with any and all applicable federal, state or local statutes, regulations, ordinances, policies and procedures or contracts applicable to the Services covered hereunder.

13. Presence on State Property

- A.** ARAMARK agrees that it will ensure that all persons working for or on behalf of ARAMARK whose duties bring them upon RIDE's premises shall obey the rules, regulations, policies and procedures that are established by the State and provided in writing to ARAMARK and shall comply with such reasonable directions as the representatives of RIDE may give to ARAMARK.
- B.** ARAMARK is responsible for the acts of its employees and agents while on RIDE's premises. Accordingly, ARAMARK agrees to take all necessary measures to prevent injury and loss to persons and property located on RIDE's premises. ARAMARK is responsible for all damages to persons or property caused solely by ARAMARK or any of its agents or employees. ARAMARK shall promptly repair, in accordance with RIDE's specifications, any damage that it, or its employees or agents, may cause to RIDE's premises or equipment. On ARAMARK's failure to do so, RIDE may repair such damage and request that ARAMARK reimburse RIDE for such damages.
- C.** ARAMARK agrees that in the event of an accident of any kind, ARAMARK will immediately notify the State Capitol Police and/or local authorities, and thereafter furnish a full written report of such accident to RIDE.
- D.** ARAMARK shall perform the Services without interfering in any way with the activities of RIDE's employees or visitors.

14. Responsibility for Equipment

RIDE has no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of ARAMARK or its employees, subcontractors, or material men, which may be located or stored on RIDE's premises.

15. Standard of Performance

ARAMARK agrees to use its reasonable best efforts, skill, diligence, judgment and abilities to perform the Services specified in this Agreement in a manner acceptable to RIDE and in compliance with all applicable, federal, state, and municipal laws, regulations, codes, ordinances, and orders and with those of any other body or authority having jurisdiction.

16. Independent Contractor

The Parties stipulate and agree that ARAMARK is an independent contractor. RIDE has no authority to supervise or direct the means or methods whereby ARAMARK performs hereunder, and RIDE is interested only in the product to be produced and Services to be rendered by ARAMARK. Further, ARAMARK's agents or employees shall not be considered as agents of RIDE, and shall have no right or interest in the rights and benefits of Rhode Island employees. ARAMARK shall assume full responsibility for the actions of its personnel while performing Services under this Agreement.

17. Continuity of Services

ARAMARK realizes that the Services under this Agreement are very important to RIDE and must be continued without interruption and that upon the Agreement's expiration, termination or other cessation, a successor, either a new vendor or RIDE, may continue them in full or in part. ARAMARK covenants in good faith to make an orderly transition of the Services and to perform any and all Services in good faith that are necessary to preserve the integrity of the Program and operations at no additional cost to RIDE. ARAMARK shall undertake reasonable best efforts to ensure that the transition will be performed in a professional and businesslike manner, and shall comply with the reasonable request and requirements of RIDE and any successor to accomplish a successful, seamless and unhindered transfer of the Program.

18. Confidentiality

The Parties agree to maintain as confidential any material: (a) relating to this Agreement which is not a public record under the Rhode Island Public Access to

Records Act; and (b) which ARAMARK and/or RIDE marks "confidential" including, but not limited to, trade secrets (including ARAMARK's Trade Secrets), proprietary information, commercial, or financial information, except as otherwise provided in the Rhode Island Public Access to Records Act.

19. Severability

If any provision hereof is found to be illegal, invalid, or unenforceable for any reason, such finding shall not affect the other provisions hereof; provided, however, that if the illegality, invalidity or unenforceability of the illegal, invalid or unenforceable provision causes this Agreement to fail of its essential purpose, then this entire Agreement shall become invalid and shall be null and void.

20. Waiver

No term or condition of this Agreement shall be considered waived and no breach excused by either of the Parties unless made in writing. No consent, waiver, or excuse by either of the Parties, express or implied shall constitute a subsequent consent, waiver or excuse.

21. Notices

Any notices required, or to be given in connection with this Agreement shall be sent by certified mail or facsimile, proof of transmission retained, to the following:

To RIDE:

Cynthia Brown
Director of Office of Statewide Efficiencies
RIDE
255 Westminster St.
Providence, R.I. 02908

To ARAMARK:

(check for necessary revisions)

ARAMARK EDUCATIONAL SERVICES, LLC

Attn: Vice Pres. and Chief Financial Officer, ARAMARK Education (K-12)
2300 Warrenville Rd
Downers Grove, IL 60515

ARAMARK EDUCATIONAL SERVICES, LLC

Attn: Vice Pres. and Associate Gen. Counsel, ARAMARK Education (K-12)
ARAMARK Tower
1101 Market Street, 29th Floor
Philadelphia, Pennsylvania 19107-2988

22. Designated Representatives

The persons named below are hereby designated as the representative for each of the Parties for communication in matters pertaining to this Agreement. Any change in such designation shall be in writing, sent to the address set forth above. Notice of change in any designation shall be accomplished in the same manner.

For RIDE:

Becky Bessette
Administrator, Child Nutrition Programs
RIDE
255 Westminster St.
Providence, R.I. 02908

For ARAMARK:

(check for necessary revisions)

Ms. Beth Emery
ARAMARK Educational Services, LLC
44 Sawyer Drive
Dedham, MA 02026

Merrie Bernstein
ARAMARK Educational Services, LLC
10 Timberline Drive
Bridgewater, NJ 08807

23. Termination

- A. Neither ARAMARK, nor its consultants, subcontractors or suppliers shall be entitled to lost profits on work not performed or Services not provided due to termination. Notwithstanding anything to the contrary, RIDE shall not be responsible or liable to ARAMARK for any

claims brought by its consultants, subcontractors or suppliers arising out of termination.

- B.** In the event that either of the Parties materially fails to perform its obligations under this Agreement, the other of the Parties may terminate this Agreement immediately upon written notice of termination setting forth the nature of the failure to perform said obligations under this Agreement.
- C.** RIDE may, without cause, terminate this Agreement at any time upon giving sixty (60) days' advance notice to ARAMARK.
- D.** RIDE may terminate ARAMARK upon thirty (30) days prior written notice, if ARAMARK:
 - (i)** Files for, is adjudged bankrupt, is subject to an involuntary bankruptcy filing, or makes a general assignment for the benefit of its creditors;
 - (ii)** Appoints a receiver or a trustee to administer ARAMARK's property;
 - (iii)** Abandons all or a part of the Services under the Agreement;
 - (iv)** Assigns the Agreement or claims hereunder, other than as allowed under the Agreement, without RIDE's prior written consent;
 - (v)** Is indicted and convicted of criminal charges that jeopardize ARAMARK's performance of the Agreement;
 - (vi)** Participates in fraudulent activities that jeopardize ARAMARK's performance of the Agreement.
- E.** RIDE is entitled (but not obligated) to cure any default of ARAMARK and has the right to request reimbursement from ARAMARK for any and all reasonable expenses incurred in connection with such curative actions.
- F.** Upon RIDE's termination for any of the reasons set forth above in this Section, RIDE shall not be liable to ARAMARK for Services rendered or any other expenses, damages or liabilities incurred after the effective date of the termination.

24. Financial Statements, Inspection and Recordkeeping

- A. Annually, ARAMARK shall provide RIDE with a copy of ARAMARK Corporation's Form 10-K filed with the United States Securities and Exchange Commission.
- B. ARAMARK agrees to keep discrete financial records of expenditures made under this Agreement; to maintain such records in accordance with standard accounting practices; and to make such records available on request to appropriate state and/or federal officials for examination or audit.

25. On-Site Inspection

ARAMARK agrees to permit on-site monitoring, evaluation and inspection of all activities related to this Agreement by officials of RIDE, the State, its designee, and, where appropriate, the federal government.

26. Insurance

- A. Throughout the term of this Agreement, ARAMARK shall procure and maintain, at no cost or expense to RIDE, and provide annually to the State certificates of insurance and policy endorsements evidencing the following:
 - (i) Commercial general liability insurance policy in the amount of at least (a) \$1,000,000 annual aggregate bodily injury and property damage, and (b) automobile liability insurance, combined single limit \$1,000,000 each occurrence bodily injury and property damage for owned and leased vehicles. The State of Rhode Island shall be listed as an additional insured, as its interest may appear. Along with the certificate of insurance, ARAMARK shall submit to the State a copy of the policy endorsement evidencing the State as an additional insured
 - (ii) Workers compensation insurance for ARAMARK as required by applicable federal and state law.
 - (iii) Errors and Omission insurance policy in the amount of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate.
 - (iv) Crime Insurance (Dishonesty, Disappearance and Destruction) with computer and funds transfer included in the amount of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

(v) Professional Liability Insurance in the amount required by the State Division of Purchases.

B. Notice of cancellation or alteration of any kind of the insurance referenced above will be sent by the issuing company to the State within thirty (30) days prior to cancellation. The failure of ARAMARK to so notify the State shall constitute an event of default under this Agreement.

27. Cooperation with RIDE

A. ARAMARK shall comply with the background check and fingerprinting requirements set forth in the District Contract.

B. ARAMARK shall cooperate with RIDE in all matters relating to the Program including the reporting of suspected security violations. ARAMARK shall immediately notify RIDE of any evidence of security breaches.

28. Indemnification

To the fullest extent permitted by law, ARAMARK will and does hereby agree to indemnify, protect, defend with counsel approved by RIDE, and hold harmless RIDE, the State of Rhode Island and their respective affiliated enterprises, regents, officers, directors, attorneys, employees, representatives and agents (collectively hereinafter "Indemnitees") from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorney's fees), and other claims of any nature, kind, or description (collectively hereinafter "Claims") by any person or entity, arising out of, caused by, or resulting from ARAMARK's performance of Services under this Agreement. The provisions of this Section 28 will not be construed to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

29. Proprietorship

A. RIDE shall be sole owner of all intellectual property developed independently or developed prior to or separately from this Agreement by RIDE (hereinafter the "RIDE IP"). ARAMARK shall be sole owner of all intellectual property developed independently or developed prior to or separately from this Agreement by ARAMARK, including, but not limited to, ARAMARK's Trade Secrets (defined below) and that intellectual property described on Exhibit 2 hereto (collectively hereinafter the "ARAMARK IP"). Immediately upon expiration or termination of this Agreement for any reason; (a) ARAMARK shall return to RIDE or destroy,

at RIDE's election, all RIDE IP in its possession; and (b) RIDE shall return to ARAMARK or destroy, at ARAMARK's election, all ARAMARK IP in its possession.

- B. The Parties acknowledge that during the period from July 1, 2013 to June 30, 2014 ARAMARK will invest Two Hundred Thousand Dollars (\$200,000) in the Program for the expansion and the support of innovations to the Program and the addition of a Statewide Dietician/Nutritionist. All expenditures must be approved in writing by RIDE.
- C. Except as otherwise provided in this Agreement, RIDE shall be sole owner of all intellectual property that is commissioned in writing by RIDE for the Program; such intellectual property to include, but not be limited to, finished or unfinished documents, computer software, data studies, marks, reports prepared or acquired by ARAMARK and/or RIDE for the Program under this Agreement (the "Program IP"). ARAMARK agrees to assign the Program IP to RIDE; provided, however, that ARAMARK shall retain a perpetual, royalty-free license to use the Program IP (the "ARAMARK License") with the understanding that RIDE may require that the use of any marks by ARAMARK that are part of the Program IP be subject to an appropriate license agreement providing RIDE with the right to inspect the marks for quality control purposes. RIDE acknowledges that in using the Program IP, ARAMARK shall reserve the right, under the ARAMARK license, to modify or customize the Program IP for use with other clients or potential clients.

30. Trade Secrets and Proprietary Information

During the term of this Agreement, ARAMARK may grant to RIDE a non-exclusive right to access certain proprietary materials of ARAMARK including menus, recipes, signage, food service surveys and studies (except those jointly developed in relation to the Program), management guidelines and procedures, operating manuals, software (both owned by and licensed to ARAMARK) and similar compilations regularly used in ARAMARK's business operations ("ARAMARK's Trade Secrets"). RIDE shall not disclose any of ARAMARK's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Agreement. RIDE shall not photocopy or otherwise duplicate any such material without the prior written consent of ARAMARK. All of ARAMARK's Trade Secrets such as signage, servicemarks or trademarks proprietary to ARAMARK and other confidential information shall remain the exclusive property of ARAMARK. RIDE shall not use any confusingly similar names, marks, systems, insignia, symbols or procedures and methods. Without limiting the foregoing, RIDE specifically agrees that all software associated with the operation of the Program and/or the food service program at any of the Rhode Island Districts participating in the Program, including without

limitation, menu systems, food production systems, accounting systems, and other software, are owned by or licensed to ARAMARK and not RIDE. Furthermore, RIDE's access or use of such software shall not create any right, title interest, or copyright in such software, and RIDE shall not retain such software beyond the expiration or termination of this Agreement for any reason. In the event of any breach of this provision, ARAMARK shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive the expiration or termination of this Agreement. Notwithstanding the above, RIDE shall not be deemed in breach of this Agreement for disclosing Trade Secrets that: (1) have been disclosed, now or in the future, by ARAMARK or some party other than RIDE; or (2) by virtue of being in the public domain from some other source or through access to public records of the federal, state or local cities and towns.

31 Copyright

Reports or other documents produced which constitute Program IP shall either bear no copyright notice or indicate that RIDE is the owner of the copyright.

32 Publicity

ARAMARK will give due credit to RIDE and the appropriate state and/or federal agencies on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement. RIDE will give due credit to ARAMARK on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement.

33 Interest of ARAMARK

ARAMARK covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement, except that ARAMARK shall be permitted to continue to provide food service management services to its existing school district clients in the State of Rhode Island, even if such school district clients elect not to participate in the Program. ARAMARK further covenants that in the performance of this Agreement no person having any such interest shall be employed.

34 Civil Rights

ARAMARK agrees to abide by applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975 (P.L. 94-135, Title III); the Americans with Disabilities Act of 1990 (P.L. 101-336); all other applicable federal and state laws

relating to equal employment opportunities; State Executive Order No. 19 dated 15 December 1977, State Executive Order No. 80-9 dated 24 March 1980, and State Executive Order No. 85-11. ARAMARK asserts that no person shall, on the grounds of race, color, national origin, religion, sex, age, political belief, sexual preference, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities undertaken in behalf of this Agreement. In addition, ARAMARK agrees to establish a procedure for investigating a complaint from any person who believes that such discrimination is being practiced in any activity relating to this Agreement.

35. Drug Free Workplace Policy

ARAMARK agrees to comply with the requirements of the Governor's Executive Order No. 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. ARAMARK acknowledges that a violation of the Drug Free Workplace Policy may, at RIDE's option, result in termination of this Agreement.

36. Environmental Tobacco Smoke

ARAMARK agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the entity and used routinely or regularly for the provision of day care, early childhood development services, education or library services to children under the age of 18 in the State of Rhode Island, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are constructed, operated or maintained with such funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

37. Laws of Rhode Island and Venue

It is understood and agreed that this Agreement shall be governed by the laws of the State of Rhode Island, both as to interpretation and performance. Venue for any and all legal actions arising hereunder shall lie in the Superior Court in and for the County of Providence, State of Rhode Island.

38. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

39. Delays

Whenever ARAMARK has knowledge that any actual or potential situation is delaying, or tends to delay the timely performance of work under this Agreement, ARAMARK shall immediately give written notice thereof, including all relevant information with respect thereto, to RIDE.

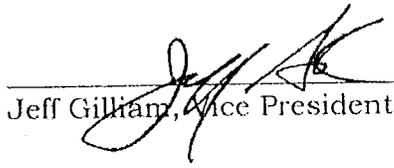
40. Entire Agreement

This Agreement contains the sole and entire agreement between the Parties, and supersedes and renders null and void any and all other agreements between them. The Parties acknowledge and agree that none of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each of the Parties acknowledges that it has relied on its own judgment in entering into the Agreement. The Parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with this Agreement or its dealings with the other. This Agreement may be amended or extended by mutual written consent.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the date first set forth above.

ARAMARK Educational Services, LLC

By:


Jeff Gilliam, Vice President

**Rhode Island Department of Elementary
and Secondary Education**

By:

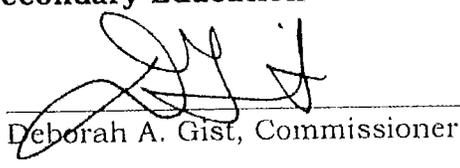

Deborah A. Gist, Commissioner

Exhibit 1

SERVICES

ARAMARK's services under this Agreement will result in a Statewide School Food Services Program that:

1. Meets high nutrition standards for all foods sold and/or offered in schools under the auspices of the school food service program.
2. Promotes healthy eating through the offering of only healthy choices every day.
3. Purchases and serves RI-grown/locally grown fruits, vegetables and dairy products whenever possible – actively pursues locally grown farm-fresh items and participates in the Farm to School Program
4. Develops and maintains the cafeteria as a nutrition/wellness education-learning environment.
5. Provides full disclosure of ALL discounts, rebates, allowances, credits and incentives received by the management company from suppliers as required by USDA.
6. Seeks the lowest cost for large food and equipment purchases by comparing price bids from a minimum of three quotes and identifying all procurement service fees.
7. Transports foods and meals in the most efficient manner possible – including across district lines.
8. Promotes maximum utilization of the USDA NSLP, SBP, and After School Snack Programs and actively discourages use of the a la carte programs in place of a nutritious, reimbursable meal.
9. Offers districts a competitive fee structure with a robust financial guarantee.
10. Saves the districts money in the management fee, the general support fee, and in direct operating costs wherever possible, including, but not limited to, streamlining and cooperatively sharing management activities among smaller districts. To be more specific, the state envisions that district school food service managers operate on a regional basis supporting multiple districts.
11. Seeks ways to increase food service revenue by encouraging reimbursable meals to students, by promoting meals to teachers and school staff, by catering school activities, by operating vending where opportunities exist, and by preparing vended meals during the summer for the Summer Food Service Program (SFSP) sponsors, if applicable.
12. Supports eligible schools' participation in the FFVP.
13. Utilizes school POS that interfaces with school attendance systems for enrollment and students' eligibility in order to collect and report accurate daily meal counts, and directly uploads to RIDE's CNP Connect for Federal monthly school meals reimbursements (bypassing any third party systems).
14. Provides detailed participation and also financial data to RIDE on a monthly and annual basis in conjunction with the Net Cash Resource reporting requirement.
15. Meets with RIDE at least monthly to review progress towards state and district level fiscal, participation and programmatic goals.

16. Works towards adequate and well maintained equipment, owned by the district and not the vendor.
17. Works towards hiring all food service staff as employees of FSMC over time for consistency and efficiency among districts unless a district opts to retain food service staff as its employees.
18. Works towards having all food service staff certified in food safety by a RI recognized food safety course over time.
19. Ensures all food safety inspections are conducted that meet USDA's Regulation (7 CFR Parts 210 and 220) of two inspections per school each school year.
20. Ensures that every kitchen develops, maintains and implements a HACCP Plan according to USDA's Regulations (Public Law 108-265, Sec. 111, 9(h) no. 5).

The Services under this Agreement can be organized into two general categories:

State Level Scope of Work

1. School food service implementation/operational activities conducted **at the state level** for all districts enrolled: ancillary/complementary efforts of interest to the state such as improving fiscal and other data reporting through statewide adoption of a POS that interacts with CNP Connect and district/school enrollment student counting systems; and

District Level Scope of Work

2. School food service program operations **at the district level**: including equipment maintenance and replacement; increasing parent/student involvement; participation, food safety courses for food service workers; staff development; and transportation within districts.

The tasks below outline the state level and district level activities, deliverables and time frames. Please note that oversight of all state level activities will be carried out by RIDE or a RIDE designee. District oversight and interactions with the vendor are intended to remain consistent with current individual district agreements.

State Level Activities:

Task	Due Date	Deliverable
1. Accomplish a state level overview of participating districts' needs related to the Program; include those items discussed within the RFP's scope of work and program overview.	July 1, 2013	Needs assessment conducted; report submitted.
2. Develop a state plan for communication and reporting to RIDE on progress towards fiscal and programmatic goals.		Plan developed.
3. Develop a plan for staff development that		Plan developed.

<p>State Department of Corrections, Central Distributions Center and/or any other appropriate agency to carry out this task).</p> <p>8. Develop a state plan that includes using local, fresh produce when available, including the Farm-to-School program, and reporting local produce use.</p> <p>9. Develop a state plan to increase student participation with special focus on increasing breakfast participation in schools with a higher percentage of students eligible for free/reduced meals.</p> <p>10. Develop a state plan to implement/upgrade district school food service technology (electronic meal accountability systems) in accordance with the requirements outlined in Appendix VIII of the RFP.</p> <p>11. Develop a state plan that responds to the results of the needs assessment, and on efficiencies that could be implemented based on the geographic location and number of participating districts.</p> <p>12. Develop a plan to comply with USDA competitive procurement standards for all food supplies it purchases in connection with ARAMARK's performance of the Agreement and the Food Service Management Agreements with each participating Rhode Island District. ARAMARK will utilize competitive processes in connection with all of its food purchases, including: negotiating highly competitive contracts directly with manufacturers; regularly monitoring and, as necessary, renegotiating ARAMARK's supply contract with its national food distributor to ensure that ARAMARK is obtaining competitive market prices for the required levels of food safety, nutrition and product quality; and</p>		<p>State plan developed.</p>
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<p>relying on other competitive practices including competitive bidding and other forms of open competition. ARAMARK shall develop a statewide plan to purchase food meeting ARAMARK quality standards at the lowest cost to the participating Rhode Island Districts using State Master Price Agreements, cooperative purchasing, and/or any other appropriate procurement process permissible under USDA competitive procurement standards and the USDA competitive procurement regulations. ARAMARK may provide market basket prices along with methods of procurement and distribution.</p> <p>13. Prepare monthly and year-end financial reports to include: (a) cost analysis of labor, food and non-food purchases, including measure of productivity percentages, i.e. operating ratios, per meal cost, meal labor hours and meal equivalents; (b) meals served analysis; (c) commodities entitlement and commodities used; and (d) other sales (non-reimbursable meals), i.e. vended meals, catering, and special events</p> <p>14. Meet with RIDE and review prepared monthly and year-end financial reports to include: (a) cost analysis of labor, food and non-food purchases, including measure of productivity percentages, i.e. operating ratios, per meal cost, meal labor hours and meal equivalents; (b) meals served analysis; (c) commodities entitlement and commodities used; and (d) other sales (non-reimbursable meals), i.e. vended meals, catering, and special events and any other data required by RIDE per the annual negotiation of statewide reports and activities.</p>		<p>Monthly Report submitted 30 days after the close of the participating month (e.g. September is reported by November 15th)</p>
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District Level Activities:

Task	Due Date	Deliverable
1. Develop a local plan to ensure adequate oversight by a food service director, staffing, equipment, food inspections, etc. for each participating district in accordance with the RIDE district agreement and section IV (Additional Contractor Requirements/Qualifications) of the RFP.	<p>July 1, 2013 & subsequent years, September to June, unless otherwise noted.</p>	Local plans written.
2. Plan for and provide breakfasts, lunch and after school snacks in accordance with each district agreement and the state plan, including RINR 2009.		Plans developed.
3. Plan for and provide Fresh Fruit and Vegetable Program snacks in accordance with each district agreement and the state plan.		Plans developed.
4. Plan and provide for the Healthier US School Challenge application process.		Plans developed.
5. Plan and provide for all parent/student and school staff involvement in keeping with the state plan and in accordance with each district agreement and the state plan.		Plans developed.
6. Plan and provide for all equipment/facility upgrades in accordance with each district agreement and the state plan. This includes policies and procedures for competitive bidding of equipment, and vendor ownership over time of all vehicles used to transport food/meals, etc. in order to streamline and improve the efficiency of such deliverables across districts.		Plans developed.
7. Plan and provide all fiscal and data oversight and reporting in accordance with the state plan and each district agreement.		Plans developed.
8. Plan and provide for staff development,		Plans developed.

<p>including wellness education, in accordance with the state plan and each district agreement.</p> <p>9. Develop a plan in conjunction with RIDE staff, and then fund the plan which will support expansion and innovation in the Program and incorporate an ARAMARK Statewide Dietician/Nutritionist into the Program.</p>		<p>Plans developed.</p>
<p>1. ARAMARK will comply with USDA competitive procurement standards for all food supplies it purchases in connection with ARAMARK's performance of the Agreement and the Food Service Management Agreements with each participating Rhode Island District. ARAMARK will utilize competitive processes in connection with all of its food purchases, including: negotiating highly competitive contracts directly with manufacturers; regularly monitoring and, as necessary, renegotiating ARAMARK's supply contract with its national food distributor to ensure that ARAMARK is obtaining competitive market prices for the required levels of food safety, nutrition and product quality; and relying on other competitive practices including competitive bidding and other forms of open competition. ARAMARK shall develop a statewide plan to purchase food meeting ARAMARK quality standards at the lowest cost to the participating Rhode Island Districts using State Master Price Agreements, cooperative purchasing, and/or any other appropriate procurement process permissible under USDA competitive procurement standards and the USDA competitive procurement regulations. ARAMARK may provide market basket prices along with methods of procurement and distribution.</p>	<p>On-going, annual basis, September to June, unless otherwise noted.</p>	<p>Food purchased.</p>

<p>2. Charge the management services fee and general support services fee set for the Statewide Program to all participating districts in SFY 13-14 and beyond. This fee structure may not be altered by the participating districts, however, these fees may be increased over the life of the contract by mutual consent based on the US Department of Labor, Consumer Price Index for February for all Urban Consumers, all items over the last 12 months. The fee structure to be applied to each Meal Equivalent is General Support Services fee: 0.1168; Management Services Fee: 0.0452.</p> <p>3. Assist districts in establishing an annual per meal/snack cost that is equal to or less than the current costs in participating districts adjusted for reasonable annual increases and program alterations (e.g. the Wellness Policy).</p> <p>4. The annual per meal/snack cost utilized for setting the meal prices should reflect the cost with reductions for all rebates, credits, etc. Execute district contracts and annual renewals.</p> <p>5. Develop and use a standard invoice format for all participating districts which complies with USDA invoicing and reporting requirements.</p> <p>6. Monitor school food service program expenditures and revenues; report on these on a regular basis; and prepare written plans to address any operating deficit or to use operating surpluses with state approval as needed. The intent is that no program operates on a deficit basis and that surplus funds be used to improve program or address equipment needs.</p>		<p>Appropriate fees established and charged.</p> <p>Costs established.</p> <p>Fixed per meal equivalent management and general support fees established and included in agreements.</p> <p>Standard invoice developed & used.</p> <p>Reports submitted. Quarterly Report submitted: Q1 - October 31 Q2 - January 31 Q3 - April 30 Q4 - July 31</p>
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<p>7. Develop a plan in conjunction with district staff to purchase a POS for each site if they are not already in the district, as outlined in the state plan developed SCY 13-14.</p> <p>If the district has such a system, the vendor will optimize the use of the POS to avoid incorrect and inconsistent data, to promote over time a single, seamless statewide school meal fiscal/data system, to collect and report accurate daily meal counts that interfaces with school attendance systems for enrollment and students' eligibility, and that directly uploads to RIDE's CNP Connect for Federal monthly school meals reimbursements (bypassing any third party systems). See Appendix VIII of the RFP.</p>		<p>Plan developed.</p>
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Exhibit 2

ARAMARK INTELLECTUAL PROPERTY

ARAMARK IP shall include, but not be limited to, the following:

1. U.B.U. Lounge:

The U.B.U. Lounge is an ARAMARK proprietary high school branded concept that reflects the habits, choices and requirements of today's teen students. ARAMARK developed a complete packaged solution that elevates a traditional cafeteria setting to the level of a powerful brand. The proprietary brand elements include: graphics and graphic modules, menu boards, lighting fixtures, murals, living room furniture, display panel hardware, employee uniforms, communication tools, branded signage, merchandising equipment, smallwares, music sound system (if Muzak is used), destination fixtures and recipes. Specified paint shall remain.

2. 12 Spot

The 12 Spot is an ARAMARK proprietary middle school branded concept that reflects the habits, choices and requirements of today's "tween" students. ARAMARK developed a complete packaged solution that elevates a traditional cafeteria setting to the level of a powerful brand. The proprietary brand elements include: seasonal graphics and graphic modules, menu boards, lighting fixtures, murals, display panel hardware, employee uniforms, communication tools, branded signage, merchandising equipment, small wares, music sound system (Muzak), destination fixtures and recipes. Specified paint shall remain.

3. One World Café

The One World Café is an ARAMARK proprietary K-12 brand dining solution that enables a school to transform a sterile school cafeteria into a kid friendly, fun and cool place. The proprietary elements of the brand include: graphics through the use of station icons, murals, valence patterns and counter front signage, recipes, menu templates, merchandising through the use of uniforms, sign holders, line merchandising vessels, ARAMARK specific stationary which includes menu paper, letterhead, labels and any use of Spike, the One World Café character brand mascot. Specified paint shall remain.

4. The ARAMARK "Casual Catering" brand.

- a.** All ARAMARK nutrition, wellness and promotion programs and curricula including, but not limited to Treat Yourself Right, Amp Up with Breakfast, Fuel, SnackFactor and Spike Monthly and Live Programs.
- b.** Electronic and other surveys developed to assist in gathering data and assessing the needs and requirements of a particular school district.
- c.** ARAMARK sales materials developed specifically to recruit Rhode Island Districts to participate in the Program.
- d.** ARAMARK menus, recipes, and promotional plans developed for programs such as Guest Chef, Harvest Fest & ARAMARK Farm to School materials.
- e.** ARAMARK templates for Monthly Joint Reviews and Price Increase Requests.
- f.** Proposed Organizational Chart with List of ARAMARK Managers to Work in Rhode Island.
- g.** ARAMARK's internal training programs and materials for our managers and front line employees.
- h.** Proprietary financial accounting software, including, but not limited to, ARAMARK's FSA program.
- i.** ARAMARK's PRIMA food production system.
- j.** Information technology reports produced by ARAMARK and/or its subcontractors, vendors and/or consultants.
- k.** Other concepts which may be developed by or for ARAMARK independent of the Program including, but not limited to, new concepts and/or concepts replacing, updating or revising any of the ARAMARK IP set forth in this Exhibit 2.



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

ARAMARK EDUCATIONAL SERVICES
1100 MARKET ST
PHILADELPHIA, PA 19107
United States

STATEWIDE SCHOOL FOOD SERVICES PROGRAM (MPA-421) - RIDE	
Award Number 3324751	Effective Period: 01-JUL-13 - 30-JUN-14

S H I P T O	MASTER PRICE AGREEMENT
	SEE BELOW
	RELEASE AGAINST, RI MPA
	United States

Date:	10-MAY-13
Buyer:	G Walsh
Shipping:	Paid
Terms:	NET.30
Vendor#:	747

I N V O I C E	MASTER PRICE AGREEMENT
	SEE BELOW
	RELEASE AGAINST, RI MPA
	United States

Department	Type of Requisition	Bid Number	Requisition Number
		7458405 NA	1291857

BLANKET REQUIREMENTS: 7/1/13 - 6/30/14

WITH THE OPTION TO RENEW FOR FOUR (4) ONE-YEAR PERIODS PENDING AVAILABILITY OF FEDERAL FUNDS

MASTER PRICE AGREEMENT #421

PROVIDE A STATEWIDE SCHOOL FOOD SERVICES PROGRAM IN ACCORDANCE WITH THE PROVISIONS OF RFP #7458405 AND THE STATE OF RHODE ISLAND'S GENERAL CONDITIONS OF PURCHASE.

SERVICES UNDER THIS AWARD WILL BE AT NO COST TO THE STATE. COSTS ASSOCIATED WITH THIS AWARD WILL BE PAID BY PARTICIPATING SCHOOL DISTRICTS. COST PROPOSAL SUBMITTED BY ARAMARK EDUCATIONAL SERVICES, LLC IS ATTACHED.

AGREEMENT BETWEEN THE RHODE ISLAND DEPARTMENT OF EDUCATION AND ARAMARK EDUCATIONAL SERVICES, LLC WILL BE POSTED BY ADDENDUM.

SUPPLIER CONTACT:
DENNIS A. GOMEZ, DISTRICT MANAGER
ARAMARK EDUCATION
TEL: (401) 265-9801
FAX: (401) 429-6151

GOMEZ-DENNIS@ARAMARK.COM

STATE PURCHASING AGENT
Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

PURCHASES

Cost Proposal

The ARAMARK work plan includes a clear cost proposal summary to facilitate review. It contains actual estimates of reasonable, consistent charges for management fees, general support fees and meals for all participating Districts in SCY 2013-14. The fee structure varies based on the level of fiscal guarantee the District selects. This amount may be increased over the life of the contract by mutual consent based on the US Department of Labor, Consumer Price Index for February for all Urban Consumers; All Items, over the last 12 months.

Financial Terms and Arrangements

ARAMARK Education will serve Rhode Island Department of Education under the terms of a management services agreement, providing the following:

- **Service Quality**—We ensure that Rhode Island Department of Education and the individual districts maintain control over their Food Service Programs, including quality of service, portion sizes, menu selection, and staffing.
- **Innovation**—Our agility and ability to introduce change capitalizes on the entrepreneurial spirit of our managers who drive the program.
- **Accounting**—Our open-book accounting and transparency provide full disclosure of operating costs.

FEE STRUCTURE

ARAMARK Education will be reimbursed for the cost of food, direct costs incurred, our management and administrative labor, and an allowance for the ARAMARK Education General Support Fee and Management Fee. ARAMARK General Support Fee and Management Fee are calculated on a cents-per-meal basis, multiplied by the number of actual reimbursable meals and equivalent meals served and paid in monthly installments.

Meal Count Computation

Meal counts are computed by the number of NSLP and NSBP meals served to children. The number of billable meals will be determined by actual count. Cash receipts, other than from sales of National School Lunch Program (NSLP) and National School Breakfast Program (NSBP) meals (and cash equivalents) served to children, will be divided by the determined equivalency factor to arrive at an equivalent meal count.

Option 1:

The management and general support fees proposed are the same fees ARAMARK has been charging the program in accordance with our current agreement, plus the standard CPI adjustment for fiscal 2012-2013.

As required by the RFP, our general support fee now incorporates the allocated charges listed in the chart below which traditionally have been billed separately and independent of our fee structure. As we are simply making a procedural change in how these charges are accounted for, there is zero impact on our client financials and no change in overall current program cost.

Category	Current	SY1314 w/CPI (2%)
General Support Fee	\$ 0.0339	\$ 0.0346
Standard Personal Charge		\$ 0.0226
Information Technology Charge		\$ 0.0137
General Insurance		\$ 0.0460
Total GSF	\$	\$ 0.1168
Management Service Fee	\$ 0.0443	\$ 0.0452
Total Fees	\$ 0.0782	\$ 0.1620

Additionally, we are proposing to put both the management and general support fees at risk, up from just our management fee from the current agreement. This means that if the guarantee of the project year end fiscal balance is not met, ARAMARK will return **both management fees and general support fees** (up to the value of the management and general support fees paid during the contract period) back to the district.

ARAMARK also commits an investment to RIDE of \$200,000 in year one to support the ARAMARK vision to include community initiatives, and add a Statewide Dietician/Nutritionist to the program.

This significant investment will assure the implementation of all programs and will support the expansion of the RIDE program to other districts in the state.

In conclusion, ARAMARK is keeping the fees the same as the current year with the adjustment of CPI, increasing our level of investment into the program and increasing our guarantee to the district to include both management and general support fees.

Option 2:

In option two we will keep our base fees the same as option one and if districts would like additional investment we will negotiate a fee increase on a district by district basis. The fee structure and investments are flexible to meet the client's needs and desires. As in option one, if the guarantee for the projected year end fiscal balance is not met, both ARAMARK's management and general support fees will be given back to the district.

As in option one, ARAMARK commits an investment to RIDE of \$200,000 in year one to support the ARAMARK vision to include community initiatives, and add a Statewide Dietician/Nutritionist to the program. This significant investment will assure the implementation of all programs and will support the expansion of the RIDE program to other districts in the state.

GENERAL SUPPORT FEE

In accordance with the requirements of the RFP, the General Support Fee now also includes:

- Human Resource and Labor Relations Services and Visitation
- Legal Department Services
- Purchasing and Quality Control
- Technical Research
- Costs Incurred in Hiring and Relocating
- FSMC Management Personnel
- Dietetic Services (Administrative & Nutritional)
- Test Kitchens
- Accounting and Accounting Procedures
- Tax Administration
- Technical Supervision
- Supervisory Personnel and Regular Inspection or Audit Personnel
- Teaching or Training Programs
- General Regional Support
- General National Headquarters Support
- Design Services
- Menu Development

- Information Technology and Support
- Payroll Documentation and Administrative Costs
- Personnel Advice
- Insurance

Renegotiation

The general support fee and management fee charged by ARAMARK to District will be increased on an annual basis by an amount to be mutually agreed on. However, in the event no agreement is reached with respect to such increase, the general and administrative expense and management fee will be increased by the yearly percentage change in the consumer price index (CPI), as published by the U.S. Department of Labor, Bureau of Labor Statistics (1982—100 percent base period), Food Eaten Away From Home, or a comparable index if that index is not available. Such increases will be effective on a prospective basis on each anniversary date of the Agreement. The yearly percentage change in the CPI shall be defined as the percentage change in the CPI during the prior 12-month reported period.

Basis for Financial Projections

Our projections are based on the data provided by Rhode Island Department of Education in the Request for Proposal process, conditions existing at the time we submit our proposal, and the District's ongoing cooperation implementing ARAMARK Education's programs. Should any of the data or conditions change after submission of our proposal, we reserve the right to adjust the budget accordingly.

- **Reimbursement Rates**—Reimbursement rates for NSLP and NSBP meals will not be less than the rates assumed in this Proposal.
- **Government Commodities**—The value of government-donated commodities usable in the proposed menus or cash received in lieu thereof will not be less than during the current school year.

- **CPI**—As per the Request for Proposal, ARAMARK Education requests an increase each year in our general support and management fees based on the yearly percentage change in the CPI.



PAAWD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

CAMPAIGN INCLUDING ARRA SUPPLEMENTAL TERMS & CONDITIONS

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and

Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

TERMS

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the

agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller. \

P1

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY.
PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY
RENDERED INVOICES TO THE RECEIVING AGENCY. ANY UNUSED
BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

P6

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY
COMPLIANCE.

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT

MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

INSURANCE2

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.



REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).