

COMMONWEALTH OF VIRGINIA  
RESTAURANT AGREEMENT

Contract Number: BEN-23-114 \_\_\_\_

THIS IS AN AGREEMENT (the "Contract or "Agreement) between the Commonwealth of Virginia ("Commonwealth" or "Virginia Department of Social Services" or "VDSS") and \_\_\_\_\_ (the "Contractor" or "Restaurant"), a Virginia organization having its principal place of business at \_\_\_\_\_ for the provision of Restaurant Services, which includes, but is not limited to, food services to eligible Supplement Nutrition Assistance Program (SNAP) recipients to purchase hot or cold prepared meals at any United States Department of Agriculture Food and Nutrition Services (FNS) authorized restaurants using their SNAP Electronic Benefit Transfer (EBT) card, under the Virginia Restaurant Meals Program (VRMP). ("Services").

**WITNESSETH** that the Restaurant and the Purchasing Agency, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Restaurant shall provide the goods/services to each SNAP individual/SNAP household of the Commonwealth of Virginia as set forth in the Restaurant Agreement.

**PERIOD OF PERFORMANCE:** Upon the date of the **final signature below and continue through December 31, 2028.**

**COMPENSATION AND METHOD OF PAYMENT:** The Restaurant shall be paid in accordance with Section D, Compensation and Method of Payment.

The contract documents shall consist of:

- 1) This signed form;
- 2) The attached purchase description, which consists of:
  - a. The Scope of Services/Work
  - b. Compensation and Method of Payment
  - c. General Terms and Conditions
  - d. Special Terms and Conditions

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

RESTAURANT:

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF SOCIAL SERVICES

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

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

**Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.**

## **I. SCOPE OF SERVICES/WORK**

The Restaurant shall allow eligible Supplement Nutrition Assistance Program (SNAP) recipients to purchase hot or cold prepared meals at any United States Department of Agriculture Food and Nutrition Services (FNS) authorized restaurants using their SNAP Electronic Benefit Transfer (EBT) card, under the Virginia Restaurant Meals Program (VRMP).

### **A. Obligations of the Restaurant:**

1. The Restaurant shall be authorized by the United States Department of Agriculture Food Nutrition Services (FNS) to provide meal services under the Supplemental Nutrition Assistance Program (SNAP) administered by the United States Department of Agriculture (USDA).
2. The Restaurant shall abide by the rules and regulations of the USDA acceptance regarding Supplemental Nutrition Assistance Program and redemption.
3. The Restaurant shall be in geographical areas where the target population is underserved and describing the manner in which the State ensure that only eligible populations are served through the VRMP.
4. The Restaurant shall provide hot and/or cold prepared foods at concessional prices to SNAP recipients that are determined by the VDSS to be eligible to participate in the VRMP. The Restaurant must identify a discounted pricing structure during the application process. Prepared foods offered at concessional prices is defined at the Restaurant as:
  - i. Meals that cost less than those charged to customers not using the VRMP SNAP benefits program.
  - ii. Discounted meals offered to certain consumers; or advertised special (i.e., breakfast, lunch and/or dinner combination meals), or sale priced meals offered to all customers.
5. The Restaurant shall provide hot and/or cold prepared meals for breakfast, lunch and dinner, as applicable, during regular business hours to SNAP recipients.
6. The Restaurant shall accept SNAP EBT from eligible SNAP participants.
7. The Restaurant shall offer eligible foods to all eligible SNAP recipients under this Agreement without regard to race, color, political belief, religion, national origin, age, sex, gender identity, sexual orientation or disability.
8. The Restaurant may not:
  - i. charge, include or otherwise collect a service gratuity for the discounted meal offered or sold to any SNAP recipient participating in the VRMP (nor is the Restaurant permitted to accept SNAP benefits as payment of a gratuity), and
  - ii. charge, include or otherwise collect a sales or meals tax for any food or meal sold to any SNAP recipient participating in the VRMP.
9. The Restaurant shall not permit any SNAP recipients participating in the VRMP to use the

SNAP EBT card to purchase alcoholic beverages or any ineligible food or nonfood item.

10. The Restaurant shall not operate exclusively as a bar or tavern.
11. The Restaurant shall be fully ADA accessible.
12. The Restaurant shall have more than 50% of its total gross retail sales in hot and/or cold staple foods.
13. The Restaurant shall post a sign notifying the public of the Restaurant's participation in the VRMP.
14. The Restaurant shall abide by the rules and regulations of USDA regarding VRMP acceptance and redemption. After executing this Agreement, the Restaurant shall complete an Application for Authorization to participate in the SNAP Program with the USDA.
15. The Restaurant shall notify the Purchasing Agency once it receives all authorization form(s) from the USDA as it relates to being approved as a restaurant.
16. The Restaurant shall comply with all emergency or disaster declarations set in place by the Commonwealth of Virginia. The Restaurant shall comply with all social distancing practices as requested by the Commonwealth of Virginia.
17. FNS Authorization:
  - i. The participating Restaurant shall receive annual written approval from FNS to participate in the VRMP Program. Annual written FNS approval is required annually by the date this Agreement was fully signed.
  - ii. The participating Restaurant shall obtain FNS approval at a minimum, annually and shall send approval documentation to the VDSS Benefits Program Contract Administrator, via email at [VRMP@dss.virginia.gov](mailto:VRMP@dss.virginia.gov). Failure to obtain annual FNS approval and submission to the VDSS Benefit Program Contract Administrator shall result in the termination for breach or default.

**B. Obligation of the VDSS:**

1. The VDSS will determine eligibility of a SNAP recipient wishing to participate in the VRMP program.
2. The VDSS will code the current SNAP EBT card held by the eligible SNAP recipient, which constitutes as proof of eligibility to each participating Restaurant in the VRMP program.
3. The VDSS will inform eligible SNAP recipients of each Restaurant participating in the VRMP program. The SNAP recipients can use their SNAP EBT card to purchase hot and/or cold prepared foods at these participating Restaurants. The VDSS will advertise these participating Restaurants on their website. The VDSS will note on each Agreement the date FNS authorizes the participating Restaurant to provide “Meal Services.”

**C. COMPENSATION AND METHOD OF PAYMENT**

1. Payments shall be made to the Restaurant by the SNAP recipient(s) at the time goods/services are received.
2. The Restaurant shall collect payment from the SNAP eligible recipient under this Agreement by use of the SNAP EBT card. For all items not eligible to be paid on the SNAP EBT card the SNAP recipient must pay using another form of payment, i.e., cash, credit/debit card at the time of purchase. The VDSS is not responsible for subsequent payments not made by the SNAP eligible recipient.

## II. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This Agreement is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.eva.virginia.gov](http://www.eva.virginia.gov) under "I Sell to Virginia".
- B. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions of 1. And 2. Below apply:

1. During the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
  - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** The Contractor certifies that this Agreement is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and

Conditions in this solicitation, the Special Terms and Conditions shall apply.

- I. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
  
- J. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
  1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
  
  2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
    - a. By mutual agreement between the parties in writing; or
  
    - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
  
    - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the dispute's provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse

the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- K. **CIVILITY IN STATE WORKPLACES:** The Restaurant shall take all reasonable steps to ensure that no individual, while performing work on behalf of the Restaurant or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The Restaurant shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if Restaurant’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the Restaurant shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the Restaurant. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

- L. **DRUG-FREE WORKPLACE:** During the performance of this contract, the Restaurant agrees to (i) provide a drug-free workplace for the Restaurant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Restaurant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Restaurant that the Restaurant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a Restaurant, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- M. **NONDISCRIMINATION OF RESTAURANTS:** A Restaurant shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Restaurant employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-



offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

### III. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The Restaurant shall retain all books, records, and other documents relative to this contract for three years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, federal and/or state auditors shall have full access to and the right to examine any of said materials during said period.

The Restaurant further agrees to comply with the audit and reporting requirements defined by the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Subpart F – Audit Requirements, as applicable. A Restaurant who expends \$750,000 or more in combined federal funding during the Restaurant’s fiscal year is required to have an independent audit performed annually in accordance with the provisions of these parts. The single audit report(s) package must be submitted on-line to the Federal Audit Clearinghouse (FAC) within the earlier of thirty calendar days after receipt of the auditor’s report(s) by the Restaurant, or nine months after the end of the audit period.

For specific questions and information concerning the submission process:

Visit the Federal Audit Clearing House

[https://harvester.census.gov/facides/\(S\(ilywi5ipbj3rjov5zvulfnos\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(ilywi5ipbj3rjov5zvulfnos))/account/login.aspx)

Call FAC at the toll-free number: (800) 253-0696

- B. **AUTHORITIES:** Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of services contained herein. Furthermore, the Restaurant shall not assign, sublet, or subcontract any work related to this agreement or any interest it may have herein without the prior written consent of VDSS.
- C. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Restaurant. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the Restaurant, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Restaurant of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **AGREEMENT MONITORING:** VDSS may monitor and evaluate the Restaurants performance under the agreement through analysis of required reports, expenditure statements, sit visits, interviews with or surveys of relevant individuals having knowledge of the Restaurant’s services or operations, audit reports, and other mechanisms deemed appropriate by VDSS. The Restaurant shall furnish VDSS on requested information regarding payments claimed for services under this contract. All accounting records must be supported by source documentation and retained in order to show for what purpose funds were spent. All such records shall be made available and produced for inspection when required

by VDSS, its authorized agents, and/or Federal personnel.

Should an audit by authorized state or federal officials result in disallowance of amounts previously paid to the Restaurant.

Performance under this agreement shall be a primary consideration for extension of this agreement and may be a consideration in future awards and negotiations.

**E. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Restaurant assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Restaurants who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Restaurants shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Restaurants and their employees working on this project may be required to sign a confidentiality statement.

**F. CONTINUITY OF SERVICES:**

- a) The Restaurant recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another Restaurant, may continue them. The Restaurant agrees:
  - i. To exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
  - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
  - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Restaurant to its successor.
- b) The Restaurant shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c) The Restaurant shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

**G. PERFORMANCES:** All services provided by the Restaurant pursuant to this Agreement shall be performed to the satisfaction of VDSS, and in accordance with the applicable federal, state and local laws, ordinances, rules and regulations. The Restaurant shall not receive payment for work found by VDSS to be unsatisfactory, or performed in violation of federal, state or local laws, ordinances, rules or regulations.

**H. PRIME CONTRACTOR RESPONSIBILITIES:** The Restaurant shall be responsible for completely

supervising and directing the work under this contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Restaurant. The Restaurant agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.

- I. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. If the Restaurant desires to subcontract some part of the work specified herein, the Restaurant shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Restaurant shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- J. **TERMINATION**: Either party may terminate this Agreement at any time upon 30 days written notice to the other party. The written notification must set forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion of the Agreement to be terminated. Partial termination of the Scope of Services/Work can only be undertaken with the prior approval of the Purchasing Agency.
- K. **TERMINATION FOR CONVENIENCE**: The Purchasing Agency may terminate this Agreement, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason. In addition, the Purchasing Agency may immediately terminate this Agreement, in whole or in part, if the Restaurant becomes a party excluded from Federal Procurement and Non- procurement Programs. The Purchasing Agency will provide written notice to Restaurant of such termination, and Restaurant shall provide prompt written notice to the Purchasing Agency if federal debarment proceedings are instituted against Restaurant.
- L. **TERMINATION FOR BREACH OR DEFAULT**: The Purchasing Agency shall have the right to terminate this Agreement, in whole or in part, for breach and/or default of Restaurant. Restaurant shall be deemed in breach and/or default if Restaurant fails to meet any goods/services obligations as set forth in this Agreement.
- M. **TERMINATION FOR NON-APPROPRIATION OF FUNDS**: All payment obligations under this Agreement are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Agreement, the Purchasing Agency may terminate any Agreement, in whole or in part, for those goods/services for which funds have not been appropriated. Written notice will be provided to the Restaurant as soon as possible after legislative action is completed.

I. **CONCESSIONAL PRICING**:

Restaurants shall provide concessional pricing for all menu items.