

AGREEMENT FOR INMATE FOOD SERVICE PD 13-14.065

THIS AGREEMENT is made this 25th day of September, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on July 14, 2014, the County issued an Invitation to Bid (PD 13-14.065) for inmate food service for the Escambia County Jail; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of inmate food service as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement shall commence on the effective date provided herein and continue for a term of three (3) years. Thereafter, the County and the Contractor may extend the contract for two additional one (1) year periods upon written mutual agreement.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the last one (1) year renewal period. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of five (5) years and six (6) months.

3. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bid for Inmate Food Service for the Escambia County Jail, Specification No. P.D. 13-14.065 (the "Invitation to Bid"), attached hereto as **Exhibit "A"** as well as in accordance with the Contractor's Proposal to the Invitation to Bid, attached here to as **Exhibit "B"**. In the event of a conflict

between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated August 7, 2014, provided as part of the Contractor's Proposal, attached hereto as Exhibit "C".
5. Price Adjustments. The per meal prices stated in the Contractor's Bid Form are firm for the period beginning on the Effective Date and ending on September 30, 2015. Thereafter, for each subsequent 12-month period, Contractor may submit a written request for price adjustment(s) no less than thirty (30) days prior to the anniversary of the Effective Date by an amount to be mutually agreed upon by the parties. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Contractor. All requests for price adjustment(s) shall be reviewed by the County and, if approved, shall be accomplished by written amendment to the agreement subject to the approval of the Board of County Commissioners.
6. Additional Services. Food, beverage and other services required or desired by the Facility outside the scope of this Agreement shall be provided by Contractor upon written authorization by the County at mutually agreed upon prices for such services.
7. Purchase Orders. The County shall issue written purchase orders to the Contractor. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.
8. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.
9. Termination. This Agreement may be terminated for cause or convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days' written notice to the County or for convenience upon providing one hundred-eighty (180) days' written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.
10. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal

injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

11. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with \$1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

12. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

13. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address; notice shall be made to each party as follows:

To: Aramark Correctional Services, LLC
Attention: Derek Harless
1101 Market Street
Philadelphia, PA 19107

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

15. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

16. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

17. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

18. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

19. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

20. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Approved as to form and legal sufficiency.

By/Title: [Signature]
Date: 9/25/14

COUNTY:

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By: [Signature]
Lumon J. May, Chairman

By: [Signature]
Deputy Clerk

(SEAL)

BCC Approved 09-25-2014



CONTRACTOR:

ARAMARK CORRECTIONAL SERVICES, LLC

By: [Signature]
Mark Adams, Senior Vice President

Witness: [Signature]

Date: 9-30-14

Witness: [Signature]

EXHIBIT A



BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Escambia County Corrections



P.O. Box 17800
Pensacola, FL 32522
(850) 436-9170
(850) 436-9167 Fax
www.myescambia.com

Escambia County Corrections: Inmate Food Service, Scope of Work (SOW)

It is the responsibility of the contractor to provide meals to inmates that are incarcerated in the Escambia County Jail. The Contractor must comply with all Florida Model Jail Standards and accreditation requirements set for by the Florida Corrections Accreditation commission (FCAC)

All aspects of food service operations, including contract services, shall meet the minimum requirements of the Department of Health and Rehabilitative Services standards (64E-11., Florida Administrative Code).

The meals shall, at a minimum consist of the following:

- Breakfast, lunch and dinner.
- special management meals.
- Special/ modified diets
- alternate menu items as needed determined need during natural or domestic emergency situations.

Inmates shall be given three substantial, wholesome, and nutritious meals daily. Not more than 14 hours may elapse between the evening meal and the morning meal. Hot meals shall be served at least once daily. Seasonal fruits and vegetables are recommended in menu planning. (This does not apply to extreme emergency situations; i.e., riots, fires, natural disasters, etc. or inmates assigned to outside work groups.)

Menus - The Recommended Dietary Allowances of the National Research Council - National Academy of Sciences shall serve as the standard for the preparation of menus and the evaluation of menus served. Menus shall be planned for not less than 28 days in advance and certified by a nutritionist or dietitian licensed by the State of Florida.

If a nutritionist/dietitian is not employed by the detention facility, nutritional advice will be obtained from a licensed nutritionist or dietitian from outside sources such as county health services, local schools, hospitals or a professional dietary service. (at the Vendors Expense?)

Modified diets shall be prepared for inmates when ordered by a physician or designee.

Records of meals served shall be kept for one (1) year.

Special management meals meeting the minimum daily nutrition requirement as approved by a physician or other qualified medical staff member may be substituted for regular meals in the event an inmate throws or otherwise misuses food, beverage, food utensils, food trays, etc.

Inmates shall receive additional caloric intake in excess of regular meals if approved by a nutritionist



EXHIBIT A

or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate. Religious diets may be provided to inmates if required by their faith. (ref FMJS)

Contractor will supply sufficient food service management and labor personnel to operate food service operations for two facilities.

Inmate labor will be provided by the agency to augment the contractor's food services personnel.

Contractor agrees to supervise inmate labor in the operation of inmate food service.

All contractor employees must satisfy all requirements for back ground security checks and must have accepted finger prints from FDLE.

All contractor employees must complete an orientation and agree to comply with all employee rules and regulations set forth by the agency.

Contractor agrees to operate food service on a continuous basis (daily) throughout the duration of the contract. Contractor agrees to staff food service operations during periods and times of natural and domestic emergencies.

Compensation for the contractor will be based on a rate determined by the cost per inmate per meal.

ESCAMBIA COUNTY CORRECTIONS; INMATE FOOD SERVICE, SCOPE OF WORK (SOW)

1. It is the responsibility of the contractor to provide meals to inmates that are incarcerated in the Escambia County Jail. The Contractor must comply with all Florida Model Jail Standards and accreditation requirements set for by the Florida Corrections Accreditation commission (FCAC).

Aramark understands and will comply.

2. All aspects of food service operations, including contract services, shall meet the minimum requirements of the Department of Health and Rehabilitative Services standards (64E-11., Florida Administrative Code).

Aramark understands and will comply.

3. The meals shall, at a minimum consist of the following:

- Breakfast, lunch and dinner.
- Special management meals.
- Special/modified diets
- Alternate menu items as needed determined need during natural or domestic emergency situations.

Aramark understands and will comply.

4. Inmates shall be given three substantial, wholesome, and nutritious meals daily. Not more than 14 hours may elapse between the evening meal and the morning meal. Hot meals shall be served at least once daily. Seasonal fruits and vegetables are recommended in menu planning. (This does not apply to extreme emergency situations; i.e., riots, fires, natural disasters, etc. or inmates assigned to outside work groups.)

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5. Menus—The Recommended Dietary Allowances of the National Research Council—National Academy of Sciences shall serve as the standard for the preparation of menus and the evaluation of menus served. Menus shall be planned for not less than 28 days in advance and certified by a nutritionist or dietitian licensed by the State of Florida.

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7. Modified diets shall be prepared for inmates when ordered by a physician or designee.

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Inmates shall receive additional caloric intake in excess of regular meals if approved by a nutritionist or similarly qualified person, as being reasonably necessary because of work or labor being performed by the inmate. Religious diets may be provided to inmates if required by their faith. (ref FMJS)

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10. Contractor will supply sufficient food service management and labor personnel to operate food service operations for two facilities.

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14. All contractor employees must complete an orientation and agree to comply with all employee rules and regulations set forth by the agency.

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15. Contractor agrees to operate food service on a continuous basis (daily) throughout the duration of the contract. Contractor agrees to staff food service operations during periods and times of natural and domestic emergencies.

Aramark understands and will comply.

16. Compensation for the contractor will be based on a rate determined by the cost per inmate per meal.

Aramark understands and will comply.

BID FORM
Specification Number PD 13-14.065
Food Services for the Jail

Date: August 7, 2014

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502
 Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for Food Services for the Jail as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

Meal Type	Price Per Meal
Inmate Meal	\$.779
Staff Meal	\$.779
Outside Boxed Lunch Meal	\$.779
Outside Boxed Dinner Meal	\$.779
Special Modified Meal (Medical Needs)	\$.779
Special Management Meal	\$.779
Special Religious Meals (Kosher, etc.)	\$.779
Supplies	\$ 0

TOTAL \$5.453

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 8/5/2014 Addendum No. 2 Date 8/5/2014

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

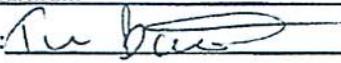
* Please see attached originally issued Bid Form for Aramark's Corporate Seal, if needed

State of Florida Department of State Certificate of Authority
 Document Number M07000002243

Bidder: Aramark Correctional Services, LLC

Occupational License No. Site specific: Aramark will obtain upon award of contract.
 Florida DBPR Contractor's License, Certification and/or
 Registration No. H07000102696

By: Tim Barttrum

Signature: 

Type of Contractor's License, Certification and/or
 Registration N/A

Title: Vice President of Business Development

Address: 1101 Market Street
Philadelphia, Pennsylvania 19107

Expiration Date: _____

Person to contact concerning this bid:

Derek Harless, Director of Business Development

Phone/Toll Free/Fax # Cell: (904) 703-2274 /

/ Toll Free: (800) 777-7090 / Fax: (904) 230-3833

E-Mail Address: Harless-Derek@aramark.com

Home Page Address: www.aramarkcorrections.com

Terms of Payment
 (Check one) Net 30 Days X 2% 10th Prox _____

Will your company accept Escambia County Purchasing
 Cards? Yes _____ No X

Person to contact for emergency service:

Reggie Campbell, District Manager

Phone/Cell/Pager #: Cell: (850) 322-2292

Will your company accept Escambia County Direct
 Payment Vouchers? Yes _____ No X
 County Permits/Fees required for this project:

Person to contact for disaster service:

Addendum 2
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Continuation of Bid Form
Page 2
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<u>Permit</u>	<u>Cost</u>
<u>Aramark will provide all licenses and permits needed upon award of contract.</u>	

Reggie Campbell, District Manager
Home Address: 5502 Colinas Verde Drive
Milton, Florida 32570
Home Phone/Cell/Pager #: Cell: (850) 322-2292

Attached to bid you shall find a bid bond, cashier's check or certified check in the amount of \$1000.