

State of Texas

§

Know by all men these presents:

County of Nueces

§

§

**FOOD MANAGEMENT PROGRAM FOR NUECES COUNTY  
JAILS  
RFP NO. 3138-20**

This agreement is between Nueces County (hereinafter referred to "County"), whose place of business is located at 901 Leopard Street, Nueces County Courthouse, Corpus Christi, Texas 78401 and Aramark Correctional Services, LLC, a Delaware limited liability company (hereinafter referred to as "Contractor") whose principal place of business is located at: 2400 Market Street, Philadelphia, PA 19103.

**1.0 DURATION OF CONTRACT**

1.1 The term of the contract shall be for a period of three (3) years with two (2) options to extend for one (1) year each, not to exceed two (2) additional years past the initial term; and shall begin \_\_\_\_\_, 2020 and shall end on \_\_\_\_\_, 2023.

1.2 The agreement may be terminated at any time at the option of the County or Contractor. Such notice of termination shall be in writing and shall be effective on a date mutually agreed upon, but in no event less than sixty (60) days from date of written notice. If no date is mutually agreed upon, the agreement will terminate sixty (60) days after notice of termination is given. Contractor shall continue to provide the services under this contract on a month to month basis until the end of the mutually agreed date or sixty (60) days after termination notice.

If this agreement is terminated under any circumstances, the County shall pay Contractor for all inmate and staff meals, and other services, provided by Contractor to and including the date of termination, at the prices and within the payment periods set forth in this agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this agreement.

1.3 County and Contractor are entering into a three (3) year agreement for a complete Food Management Program for the County Jail System. Contractor is to provide all labor, supplies, foods and equipment required to prepare and feed approximately one thousand, two hundred sixty (1,260) inmates, three (3) times a day, including snacks (for medical purposes such as: renal diets, dialysis inmates, as requested by Medical doctor/dietician); and approximately seventy-five (75) jail staff, one (1) meal a day; three hundred sixty five (365) days a year. All food and services shall be prepared in accordance with USDA and TDHS rules and regulations as required under this agreement and performed on-site at the Waco Street Jail and trucked to the McKinzie Annex in Corpus Christi, Texas.

**2.0 SCOPE OF CONTRACT**

2.1 Contractor will provide all labor, supplies, foods, and equipment required to prepare meals for Nueces County jail facilities in accordance to all contract documents.

2.2 Contractor is required to serve tasty, appetizing, wholesome quality food to the County's inmates and staff prepared in accordance with the menu(s) set forth in Contractor's proposal, which menu(s) is attached hereto as Exhibit(s) C and D-Officers

Menu. The menu(s) set forth on Exhibit(s) C and D can be modified from time to time, at no additional cost to the County, without the need for a formal contract amendment, upon the mutual agreement of the parties. However, all modified menu(s) shall be approved by a licensed dietician, maintained on file with the jail administration office, and shall meet the following:

- a. meals shall have an average caloric content of two thousand, eight hundred (2,800) calories;
- b. meals have a minimum average of seventy-five (75) grams of protein per day;

Foods purchased by Contractor for use in the designated county facilities must meet the following minimum requirements stated below;

- a. all breaded products used must weigh a minimum of three (3) oz. before breading;
- b. beef, veal, pork and lamb shall be at least USDA good. The fat and/or soy content of all ground meat products to be used cannot be in excess of twenty (20%) percent and six (6%) percent respectively;
- c. poultry shall be at least USDA Grade B; chicken quarters can be no less than eight (8) oz. raw weight;
- d. processed meat must be from USDA government inspected plants;
- e. canned fruit and vegetables shall be at least USDA Grade C or standard;
- f. frozen fruits and vegetables shall be at least USDA Grade B;
- g. fresh produce shall be at least USDA Grade No. 2. Under no circumstances may the edible portion of the fruit be less than 1/2 a cup;
- h. dairy products shall be at least USDA Grade A. Fresh two (2%) percent milk fortified with Vitamins A and D shall be served as beverage at breakfast only. Dry/powdered milk may be used for cooking and baking only;
- i. eggs, whether fresh or pasteurized, must be at least USDA Grade B medium;
- j. fish and seafood, whether fresh or frozen, must be packed under continuous inspection of the US Department of Commerce. All breaded fish and seafood products must weigh a minimum of three (3) oz. before breading;
- k. coffee served to inmates and detainees must be decaffeinated and be served at breakfast only;
- l. contractor may not provide "Second Market" or distressed food products past their freshness pull date;
- m. whole meat chicken (unprocessed) must be served at least once per week;
- n. if margarine is used, it must be vitamin fortified;
- o. all fruit drinks must be fortified with Vitamin C;

- p. whole grain cereals and breads are to be used;
- q. a minimum of four (4) oz. of fruit juice and one (1) fresh fruit is to be served daily.

2.3 Meal plans for inmates on special, modified, and medical diets (e.g., salt free, bland, soft, liquid, and diabetic, etc.) shall also be submitted. There shall be special diets provided as needed. These shall include a fourth (4th) meal or snack for medical requirements. Contractor will provide, at no additional cost, a lacto-ovo vegetarian, vegan, and pork-free diets for all religious requests from the administration staff, classification officer, or religious authority/chaplain. Other religious meals requested by the administration staff, classification officer, or religious authority/chaplain, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance.

Special Diets as ordered by Medical that shall be available are as follows:

Diabetic	Full Liquid	Renal
Hypoglycemic	High Calorie	Sugar Free
Low Fat/Salt/Cholesterol	High Protein	Milk Free
Bland	High Fiber	Gluten Free
Dental Soft	Vegetarian	Pork Free

In-between meal snacks as ordered by Medical:

Fruit Juice

Nighttime snacks as ordered by Medical. Meals to be prepared on the last night shift, refrigerated, and passed out by Officers;

Cheese and Crackers  
 Boiled Egg  
 Fresh Fruit or Protein Snack

2.4 All meal plans – regular and medical – shall be reviewed and approved in writing by Contractor's registered dietician and Jail Administration to ensure they meet or exceed the applicable dietary standards for adult inmates for nutritional and caloric content as established by the applicable laws and state standards.

2.5 Continuous Coffee and Tea Service will be provided at reasonable locations to the staff twenty-four (24) hours per day. Average daily count is 6 pots, located at Main Jail briefing room, jail administration room, sheriff's administration room, magistrate and officers dining rooms, and at McKinzie Annex they are located in briefing and break rooms. Costs of this service shall be included in the per meal price, there shall be coffee and tea locations, i.e., one at each separate facility, where "continuous coffee and tea service" is required. Contractor shall include approximately fifty (50) trays per meal for essential staff.

2.6 The temperature of meals shall be maintained at a temperature equal to or exceeding one hundred forty (140) degrees Fahrenheit for all hot foods. Cold foods shall be maintained at a temperature not to exceed forty-five (45) degrees Fahrenheit.

2.7 Contractor will save samples of all inmate and staff prepared foods for a period of not less than seventy-two (72) hours for testing in the event of an outbreak of food

poisoning. Samples must be clearly marked as to the dates and times of preparation, service and storage. Water sample and log will be maintained as per Texas Commission on Jail Standards and Texas Department of Health.

- 2.8 Except for special diets, meal frequency shall be three (3) times a day, seven (7) days a week, fifty-two (52) weeks per year. The time differential between the evening meal and breakfast the next morning will be no more than fourteen (14) hours.
- 2.9 The quantities stated in the RFP, are the best estimates of County needs for a one (1) year period. They represent a realistic estimate based upon past consumption. However, County is obligated only to the extent of actual meals served as ordered.
- 2.10 Contractor will serve food on individual serving trays at each of the facilities: Waco Street Jail and McKinzie Annex. The County will take over from this point and distribute meals to individual inmates. Inmate labor will be utilized for delivery of prepared meals and cleanup only. County personnel shall return all Waco Street jail trays and delivery equipment to the Contractor at the Waco Street Jail kitchen, within a reasonable amount of time and all McKinzie trays and delivery equipment to the Contractor at the McKinzie Jail kitchen area, within a reasonable amount of time.
- 2.11 Contractor will maintain staff dining at noon meal only (for Officers eating lunch), seven (7) days a week, at reasonable cost to individual staff at Waco Jail only. Relievable and non-relievable staff may be served from food cart.
- 2.12 Meal Schedules will be as follows:

JAIL (Waco Street and McKinzie Annex):

Breakfast: 4:30 AM to 6:00 AM  
Lunch: 10:30 AM to 12:00 PM  
Dinner: 4:30 PM to 6:00 PM  
Snacks: 10:00 PM to 11:00 PM

Weekends:

Breakfast: 4:30 AM to 6:00 AM  
Lunch: 9:30 AM to 11:00 AM  
Dinner: 4:30 PM to 6:00 PM  
Snacks: 10:00 PM to 11:00 PM

In addition to the regularly served meals as set out above at the McKinzie ANNEX sack lunches will be provided as follows:

Weekdays: Approximately fifty (50) sack lunches by 6:00 AM  
Saturday and Sunday: Approximately two hundred fifty (250) sack lunches will be prepared by 6:00 AM as needed.

In addition to the regularly served meals as set out above at the WACO STREET JAIL sack lunches will be provided as follows:

Every day: Approximately fifty (50) sack lunches by 6:00 AM

- 2.13 Quality Assurance: The Contractor will prepare and serve food which meets or exceeds the terms and conditions of this contract as well as generally accepted food service industry standards. In addition, all food must be prepared within the legal requirements and guidelines established by the State of Texas and Nueces County. The County will assure that this requirement is met by utilizing, but not limited to the following resources:
- a. Contract Administrators assessment
  - b. Facility staff grievances/comments
  - c. Opinions from County employees or retained experts with experience in and knowledge of food service

The County reserves the right to pull sample trays to verify that the portion sizes and weights are correct. Repeated instances of under portioning will result in initiation of termination procedures.

- 2.14 Contractor will ensure that delivery of supplies, etc., are to be made during daylight hours only.

### 3.0 SURPLUS COMMODITIES AND FOODS PROVIDED BY NUECES COUNTY

County qualifies to receive surplus commodities from the U.S. Department of Agriculture. There is no guarantee on what, if any, commodities will be available to the County during the life of this contract.

Federal regulations permit a Contractor's use of surplus commodities in providing food service in the County jails. However, the Contractor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture and the Texas Department of Human Services, specifically:

- 3.1 Contractor agrees that any USDA commodities received on behalf of County shall only benefit County and shall be utilized only in the performance of this agreement.
- 3.2 Contractor shall maintain all financial and supporting documents, statistical records, and any other records pertinent to the use of the USDA surplus commodities program. The records and documents shall be maintained for a minimum of three (3) years and ninety (90) days after the termination of this agreement.
- 3.3 Contractor agrees that if any litigation, claim or audit involving these records begins before the three (3) year period expires, the Contractor shall keep the records and documents for not less than three (3) years and ninety (90) days and until litigation claims or findings are resolved. The case is considered resolved when there is a final order issued in litigation, or a written agreement is entered into.
- 3.4 Contractor shall maintain records of non-expendable property acquired under this agreement for three (3) years after final disposition of the property.

- 3.5 All surplus commodity records shall be made available to representatives of the Texas Department of Agriculture and/or the General Accounting Office as well as the County Auditor's Office at any reasonable time and place for inspection and audit. Failure to comply with the provisions set forth above shall be cause for termination of this agreement.
- 3.6 In developing the prices to be charged by Contractor under this agreement, Contractor has relied on the County's representation regarding the quantity of mix of USDA commodities utilized during two (2) immediately preceding years in the facilities covered by this agreement. In the event the mix and/or quantity of government donated commodities changes from the mix and quantity utilized in prior years, so as to increase or decrease actual food costs over the level of projected food cost set forth in the invoice, the prices charged by Contractor shall be renegotiated to reflect such change. Price re-determination provision contained in this agreement is applicable for a price increase.

#### 4.0 CONTRACTOR'S STAFFING REQUIREMENTS

- 4.1 From the time the agreement is effective, upon execution of this agreement by all parties, Contractor shall assign an on-site Food Service Manager to work with County for the duration of the agreement. Food Service Managers shall be trained, experienced and knowledgeable of food services in a jail facility. Such managers will be subject to review by the Jail Administration.
- 4.2 Contractor shall have a designated supervisor on duty and on-site during all kitchen operations.
- 4.3 Contractor's dietician and Food Service Manager shall have monthly meetings with Jail's medical contractor to resolve any issues with medically prescribed diets.
- 4.4 In the event a Food Service Manager is absent because of illness, vacation, or any other reason, an acceptable alternative shall be submitted as a replacement.
- 4.5 A Sanitary Supervisor must also be provided by Contractor to insure the entire food service and delivery areas will be operated and maintained in a clean and sanitary condition and in complete compliance with all applicable Federal, State, Local and Texas Commission for Jail Standards, including but not limited to the regulations of the City of Corpus Christi as enforced by the City/County Health District. Contractor will be responsible for pest and rodent control within its areas of responsibility (kitchen and workspaces) at both facilities. The County shall be responsible for pest and rodent control in all other areas.
- 4.6 All on-site Contractor employees must:
- a. Be well trained, honest and reliable.
  - b. Be in uniform of a style and color to distinguish them from inmates.
  - c. Have a valid food handler's certificate from the City of Corpus Christi/Nueces County Health District. All costs associated with obtaining such certificates shall be borne by the Contractor.

- d. Be subject to background checks conducted by the Nueces County Sheriff's Office subject to applicable Federal, State and Local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. The County shall retain the right to deny entry to any and all employees of the Contractor for security reasons or violations of any applicable Federal or State Laws and Regulations.
- e. Actively participate in the ongoing in-service training provided by the Contractor on safety, sanitation, and food handling as well as ongoing in-service training provided by the Sheriff's staff on security, policies and procedures.

## 5.0 RESPONSIBILITIES

- 5.1 County will maintain and repair the building structure and provide adequate security of all food service areas at all times during food service operations.
- 5.2 Prior to the start of an agreement, the County Purchasing Agent will present the Contractor with an inventory of all equipment on-site, which must be in good working condition. Representatives from the Contractor, Jail, and Purchasing will physically verify the accuracy of the listing. In addition, the County shall furnish and maintain an adequate inventory of service wares and small wares. Upon the expiration of the agreement, a physical inventory will again be taken with representatives from the Contractor, Jail, and Purchasing. Additional equipment inventories may be taken during the life of the agreement at the County's discretion.
- 5.3 **Inmate labor may be provided for clean up only; under no circumstances are inmates allowed to do any preparation, serve on the line, receive deliveries, and load/unload any vehicle(s).** A Sanitary Supervisor from the Contractor will provide direction and approval/disapproval of all work through the Officer in charge of the inmate cleanup crew. County's responsibilities at clean up time(s) will include all clean-up of kitchen, i.e., janitorial labor, cleaning of pots, pans and food trays, etc. Cleaning supplies will be the responsibility of the Contractor. The County will provide inmate labor to clean the kitchen facility to the satisfaction of the Contractor's Sanitation Supervisor. A statement from the Contractor will be required to demonstrate ability and knowledge of sanitation supervisory skills.
- 5.4 The County shall pay the Contractor's invoices by check in accordance to Chapter 2251 of the Texas Government Code payable to Contractor within thirty (30) days after the invoice date. Such payment shall be sent to:

ARAMARK Correctional Services, LLC  
P.O. Box 406019  
Atlanta, Georgia 30384-6019

(Payments only shall be sent to this address; all other correspondence shall be sent to the address set forth in Section 1 hereof.) Time for payment to be made by the County is in accordance with Section 2251.021 of the Texas Government Code. Payment is considered to be mailed on the date the payment is postmarked. If any invoices are not paid within thirty (30) days, interest shall be charged on the date the payment becomes overdue unless an exception under Section 2251.002 of the Texas Government Code applies. The rate of interest that accrues on overdue payment is the rate in effect on September 1 of the fiscal year in which the payment becomes overdue. The rate in effect

on September 1 is equal to the sum of: (1) One Percent and (2) the prime rate as published in The Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The right of Contractor to charge interest for late payment shall not be construed as a waiver of Contractor's right to receive payment of invoices within thirty (30) days of the invoice date.

5.5 County will provide:

- a. Clean uniforms to inmate help.
- b. All existing kitchen equipment, appliances, serving and cooking utensils, pots and pans, individual Aladdin insulated serving trays.
- c. Utility services including all costs for connection and reconnection, but under no circumstances will County reimburse Contractor for any utility costs if Contractor uses any facility, other than Waco Street or McKinzie Annex Jail kitchen for preparation of food.
- d. Maintenance and use of electricity, gas, water, sewer, local telephone, grease traps, and garbage pickup service and containers. County is responsible for taking garbage to the dumpsters/ containers and is responsible for dumpster pickup.

5.6 Contractor is responsible for all pest control management in all areas assigned to Contractor.

5.7 County will provide accurate orders by floor, location, and type for inmates and staff at least two (2) hours before the beginning service time of each meal. These quantities will vary daily due to population changes. When the initial notice of meals ordered is not given timely, Contractor shall prepare and will be paid for the same number of meals as prepared for the previous day.

5.8 Contractor must label individual food delivery carts for each location and/or inmate housing area. Inmate labor will not be provided to assist.

5.9 Contractor shall be responsible for a complete Preventive Maintenance Program to include repairs (including parts, labor, and construction). Maintenance and repairs shall include equipment for kitchens, related dry and refrigerated storage areas in all assigned areas. Inmate abuse, misuse or vandalism shall be included in the responsibility to repairs or replace to the extent the inmates are performing cleaning duties under Contractor's control. Items and areas also include:

- a. All rolling stock: carts, tables, tray racks, storage racks, portable steamtables, etc.
- b. All fixed equipment: ovens, fryers, steamers, kettles, mixers and ware-washing machines to include booster heaters, etc. Contractor shall provide all required disposable supplies such as paper and plastic products due to failure of ware-washing machines and equipment.
- c. All table-mounted equipment: slicers, mixers, toasters, blenders, etc.
- d. Plumbing: all plumbing which is exposed in the kitchen and enclosed in the walls.



All plumbing fixtures to include sinks, toilets, etc. Rodding of all sewer lines up to the first available clean-out, to a maximum of fifty (50) feet past the kitchen walls.

- e. Electrical: all electrical fixtures and appurtenances in the kitchen walls, ceilings and floors which are exposed and enclosed. This includes switches, plugs, and wiring to all electrical fixtures.
- f. Refrigerators, freezers and walk-in coolers. To include compressors, fans, condensers, evaporators, etc.
- g. Pumping of kitchen grease traps on an as needed basis.
- h. Painting of all kitchen and office walls within the kitchen area as needed. To include all repairs to walls, floors and ceilings.
- i. Annual cleaning of exhaust ducts and chaises from kitchen exhaust hoods to exterior of the system. Annual and semi-annual testing and repair of all fire suppression systems to include sprinkler heads, pull stations, detectors, etc.
- j. All doors, hardware, trim, windows, frames, etc.
- k. Contractor shall not be responsible for any repairs caused by occurrences outside of Contractor's control, to include, but not limited to, damage or loss caused by inmates outside of Contractor's control, floods, fire and earthquakes, County's other Contractors, County personnel, etc.
- l. NOTE: Contractor shall replace the following items due to normal wear and tear:
  - 1) Alladin insulated trays and Cambro beverage containers.
  - 2) Light bulbs for the kitchens, food service office, dry and refrigerated storage areas.

5.10 Contractor is responsible for removal of all delivery pallets they may receive that is on County property.

5.11 Contractor is responsible for the purchase of all replacement capital equipment provided by the County, including but not limited to that equipment set out on the inventory, should such capital equipment become unserviceable and irreparable during the term of this agreement and any additional capital equipment, if needed.

5.12 All replacement and additional capital equipment purchased by the Contractor will become the property of County upon completion of contract.

## 6.0 FUNDING

Funds for payment have been provided through Nueces County budget approved by the Nueces County Commissioners Court for the fiscal year only. State of Texas prohibits the obligation and expenditure of public funds beyond the fiscal year for which the budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current fiscal year shall be subject to budget approval. The Fiscal Year for Nueces County Jail extends from October 1<sup>st</sup> of each calendar year to September 30<sup>th</sup> of the next calendar year.

7.0 INSURANCE AND LIABILITY

The work shall not be commenced by Contractor until after the policy, or policies, evidencing the insurance coverage herein required, or certificates of such insurance, providing that the insurer shall give County thirty (30) days written notice prior to cancellation, material revision or intention not to renew, have been filed with the County.

In the event the Insurer refuses to provide the County with notice as detailed, the Contractor agrees to provide notice in writing immediately, and shall suspend all work until insurance is restored and proof, in a form acceptable to the County, is provided.

The Contractor as his/her expense, shall purchase and maintain in force at all times during the term of this contract, until the project is finally completed and accepted by County, the insurance with limits not less than indicated below.

No policy shall contain any exclusion for explosion, collapse, or underground coverage.

Identify the **project number** and **name** in the Certificate of Liability.

A. Commercial General Liability:

<u>Bodily Injury</u>	<u>Property Damage</u>
Each	Annual
Occurrence	Aggregate
\$1,000,000	\$2,000,000

A designated Project or Premises Endorsement (CG 25 01 11 85) which applies the general aggregate to the project must be provided. **Nueces County is to be named as additional insured and a waiver of subrogation is required for this policy.**

B. Automobile Liability Covering:

Owned Automobiles  
Non-owned Automobiles  
including Hired Automobiles  
and those of independent contractors. **All must be marked on Certificate of Liability Form as applicable to vehicles that will be utilized on the job site. Only those vehicles that are insured under the Certificate of Insurance are permitted at the job site.**

<u>Bodily Injury/Property Damage</u>
Per Occurrence
\$1,000,000

**Nueces County is to be named as additional insured and a waiver of subrogation is required for this policy.**

C. Umbrella (excess liability policy) or additional limits on foregoing risks \$1,000,000  
**Policy must be a Commercial General Liability "follow form" and state so on form.**

D. Workers' Compensation Insurance Certificate

Employer's Liability Coverage Limit: \$500,000

All insurance must be written by insurance companies which are rated in the A.M. Best Rating Guide – Property & Casualty with a policyholder's rating of A, and a financial size category of Class VII. **A waiver of subrogation is required for this policy.**

7.1 With respect to the above required insurance, Contractor shall:

- a. Include as set out as follows: “**Nueces County, 901 Leopard St., Corpus Christi, Tx. 78401**” as additional insured as its interests may appear.
- b. Provide County with thirty (30) day advance written notice of cancellation, material revision in the coverage Contractor is required to maintain hereunder, or intention not to renew.
- c. Provide the County Purchasing Agent at the address shown on the Request for Proposal, Instructions to Offerors, Page 1, Article III, Issuing Proposal Documents, a Certificate of Insurance evidencing required coverage within ten (10) days receipt of Notice of Award.

7.2 It is expressly understood and agreed that, in the execution of this agreement, County neither waives nor shall be deemed to have waived any immunity or defense that would otherwise be available under law. **Contractor shall indemnify and save harmless County and its officers, agents, and employees from suits, actions, losses, damages, claims, or liability including but not limited to expenses of litigation, court costs, and reasonable attorney’s fees, for injury or death to any person, or injury to any property, received or sustained by any person or persons or property arising solely out of, the negligent acts or omissions of Contractor and its officers, agents, or employees, in the Contractor's performance of the services defined in this agreement.** However, it is expressly understood that Contractor shall not be responsible for damages caused by inmates not under Contractor's control nor for damage or injury caused by the County, its employees, officers, or agents. The County shall promptly notify the Contractor of any claim for which indemnity is sought, and shall cooperate fully with the Contractor in the investigation, defense and settlement of such claim. The Contractor shall have the sole discretion to defend and settle such claim. In performance of this agreement, Contractor shall comply with all applicable Federal, State, and Local laws, ordinances, and regulations.

7.3 Contractor's liability to County arising out of work performed for the County under this agreement, and for which legal liability may be found to rest upon Contractor, other than for professional errors and omissions, will be limited to One Million (\$1,000,000) Dollars.

8.0 FORCE MAJEURE

If by reason of force majeure, the County shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract other than its obligation to Contractor to make the

required payments, then the County shall give the Contractor notice and full particulars of such force majeure in writing within a reasonable time after the occurrence of the event or cause relied on, and such notice shall suspend the County's responsibilities for the continuance of the liability claimed, but for no longer period.

The term "force majeure" as used shall mean acts of God, strikes, lockouts, lockdowns, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, loss of utilities, floods, insurrection, riot, work stoppage, epidemic, earthquake, fire, explosion, hurricane, tornado, breakage, or accidents to machinery or equipment over and above ordinary maintenance and repairs, construction and relocation to new facility, civil disturbances, and other events or causes that would cripple normal operation.

Contractor will submit a contingency emergency plan to provide for meal service in the event of force majeure. The County will use its best efforts to assist the Contractor by permitting reasonable variations in the menu cycle and for a method of service, as conditions may require. However, the Contractor must understand that it will not be relieved of its responsibility to provide meal service under the terms of this agreement. Additional costs, if any, incurred in providing service in the event of a force majeure shall be borne by the County. County must provide approval before any additional cost is incurred by the Contractor.

## 9.0 OBSERVANCE OF LAWS, RULES, AND REGULATIONS

The Contractor and County shall at all times comply with all applicable laws, rules, regulations and order of the federal government, State of Texas, County of Nueces, City of Corpus Christi and Texas Commission on Jail Standards.

9.1 Relations with Media: The Contractor shall understand that any press or media releases must first be coordinated with the Jail Administrator.

## 10.0 PERFORMANCE BOND AND PAYMENT BOND

The Contractor shall furnish a Performance Bond and a Payment Bond, as required by law, each in the amount of the full contract price, and each in the form promulgated by the County, for one (1) year, to be renewed each year of the existing contract, which contract renewal shall be at the discretion of the Nueces County Commissioners Court. Such bonds must be written by a company, or companies, acceptable to and approved by the County. The County will not accept a bond written by any company that does not meet all of the following requirements. Contractor will be responsible for bonding the entire job at the time of execution of this Contract.

No additional safeguards will be required by County if the bonds meet all of the following requirements:

- A. The bond must be executed by a corporate surety or corporate sureties duly authorized and admitted to do business in the State of Texas and licensed by the State of Texas to issue surety bonds.
- B. The surety or sureties executing such bond must be listed in the most current issue of U.S. Department of Treasury Circular 570 (hereinafter called "Circular 570") as an acceptable surety to execute bonds for federal projects.
- C. The amount for which the bond is written shall not exceed the underwriting limitation prescribed by Circular 570 for the surety or sureties executing such bond.

11.0 ASSIGNMENT OF CONTRACT

The services to be performed by the Contractor shall not be sold, assigned, sublet, or transferred nor shall the Contractor assign any monies due or to become due to him under any contract entered into with the County pursuant to this agreement. However, upon written notice to the County, Contractor may assign this agreement to a present or future affiliate or successor, provided that any such assignment by the Contractor shall be contingent on the County's written approval (which approval shall not be unreasonably delayed, conditioned or denied), determination that the assignee is qualified to provide the services under this agreement, is in good standing with the County, and is otherwise eligible to do business with the County. The term "affiliate" means any corporation or limited liability company controlling, controlled by or under the common control with Contractor.

12.0 PRICE RE-DETERMINATION - PROSPECTIVE

12.1 The unit prices stated in Aramark's Proposal Response Form, herein attached as Exhibit A, are firm for the first twelve (12) months of service. Unit prices for subsequent base year including annual renewal options shall be re-determined each twelve (12) months at the beginning of each period. Unit prices per meal may increase or decrease and shall remain firm for the entire re-determination period, unless otherwise provided by this Agreement.

12.2 Prices shall be re-determined every twelve (12) months, to be effective for the first day after approval from Commissioners Court based upon the Consumer Price Index, All Urban Consumers - (CPI-U), U.S. City Average, and Food Away From Home Index, published by the U.S. Department of Labor (the "Index"). In order to re-determine the basic meal prices for any subsequent years, the following procedures will apply:

a. The base period for comparison for price re-determination shall be an annual average from October of the then current year to October of the immediately preceding year and shall be based upon the Index. Such adjustments shall be calculated using a percentage in which the numerator is the Index for the third month preceding the beginning of the new 12-month period and the denominator which is the Index for the third month preceding the beginning of the prior 12-month period. The percentage shall be applied to the then current per meal price to determine the price for the subsequent 12-month period, and such unit price shall be effective the first (1st) day of such 12-month period.

b. The following example is provided:

\$ .85 = Current Meal Price  
157.0 = Avg Index for 1997  
152.7 = Avg Index for 1996

$157.0 \text{ divided by } 152.7 = 1.029 \times \$ .85 = \$ .875$

\$ .875 will then be the new unit price

Note: All calculations will be carried out three (3) places only, with no rounding off to the next digit.

- c. Notwithstanding the above, any increase in the established unit price shall not exceed five (5%) percent from year to year.
- 12.3 Each re-determination of prices shall be established through issuance of a modification to this agreement, signed by the Contractor and the County stating the re-determined prices that will apply during the re-determination period.
- 12.4 The financial arrangements in this Agreement are based on conditions existing as of the effective date of this Agreement. If such conditions change due to causes beyond Contractor's control, including, but not limited to, a change in the scope of Contractor's services; County requested-menu changes; a decrease in the facility's offender population greater than 10% of its daily average population of nine hundred and forty (940) or the availability of inmate labor; efforts to organize labor; a significant increase in food, fuel, equipment, utilities and supply costs due to an Act of God, such as a hurricane or pandemic; federal, state, and local standards, requirements, recommendations, and regulations; or other unforeseen external market conditions wholly outside Contractor's control, such as a hurricane or pandemic, then Contractor shall give the County written notice of such increase or change, and within thirty (30) calendar days after such notice, Contractor and the County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Contractor's price per meal, modifications to the menu, or modifications to Contractor's scope of services.
- 12.5 Investment: Contractor will pay County One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the "Financial Commitment") in full within thirty (30) days of the Effective Date. County agrees to invest the Financial Commitment in kitchen equipment at the jail Facilities. County shall hold title to all such equipment. The Financial Commitment shall be amortized on a straight-line basis monthly, non-cash basis over the Term, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever, including the uncured default of a party, prior to the complete amortization of the Financial Commitment, County shall reimburse Contractor for the unamortized balance of the Financial Commitment without set-off as of the date of expiration or termination. The payment of any such amount shall be made no later than thirty (30) days after the effective date of expiration or termination of this Agreement. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Contractor.

### 13.0 CONTINUITY OF SERVICES

- 13.1 The Contractor recognizes that the services under this agreement are vital to Nueces County and must be continued without interruption and that, upon agreement expiration, or early termination, another Contractor may continue them. The Contractor agrees to (a) furnish phase-in training, and (b) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- 13.2 The Contractor shall, upon termination notice, negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a date for work described in the plan, and shall be subject to the applicable Jail Administrator's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

13.3 The Contractor shall allow as many personnel as practical to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. Without breaching any confidentiality required under the law, the Contractor also shall disclose employee names and contact information as necessary and allow the successor to conduct on-site interviews with those employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date.

#### 14.0 SECURITY

14.1 All Contractor employees, contractor and subcontractors must enter and exit the County facilities via designated entrances only.

14.2 All Contractor employees, contractor and subcontractors will be subject to search upon entering, exiting or at any time within the facility.

14.3 All contractor employees, contractor and subcontractors must adhere to all County security procedures and rules of conduct/dress.

14.4 All Contractor employees, contractor and subcontractors, must wear County supplied picture ID badges while in the facility.

14.5 Contractor is solely responsible for the return of all ID badges upon termination/retirement of each employee and/or subcontractor. Lost or stolen badges must be reported to the director of the facility immediately.

14.6 All Contractor employees, contractor and subcontractors will be subject to a criminal background clearance check, at County's expense. Admittance to County facilities will be denied if previous criminal activities are deemed to compromise security. The decision of the County facility security staff will be final.

14.7 Contractor must ascertain and immediately notify the County if any employee, contractor or subcontractor representative is arrested or related to any person confined as an inmate or detainee.

14.8 Contractor will implement and maintain a check out/check in log for issuance of all sharp utensils. The log and storage area must be accessible to County security personnel at all times. Any missing items must be immediately reported to the designated shift commander or Officer in charge of the facility.

14.9 Contractor will be responsible for the issuance and control of facility keys which must be controlled at all times. Lost or stolen keys must be immediately reported to the facility Officer in charge.

14.10 In the event of an emergency or security situation, the Jail Administrator or their designee will have supervisory control over all Contractors' personnel and/or subcontractors within the facility.

## 15.0 REQUIRED RECORDS, REPORTS AND PERFORMANCE REVIEWS

15.1 Records - Contractor shall maintain at all facilities the following records which shall be available to the County for review for security purposes. Such requirement does not alter the Contractor's independent contractor status:

- a. Current staffing chart and work schedules which conform to the terms and conditions of this agreement.
- b. Complete job descriptions of all positions.
- c. Personnel and payroll records which include all days worked and absences.
- d. Meal/daily records pertaining to regular quality control procedures such as food temperature checks, tasting, appearance, assessment, specified portioning procedures.

15.2 On a quarterly basis and in addition to the reporting requirements specified elsewhere, the Contractor must submit reports to the respective administrators that will address the following:

- a. A summary of all preventative maintenance and repair work performed.
- b. Copies of all records relating to the federal commodities programs
- c. A complete accounting of the actual meals served to inmates/ detainees and staff by meal and day for each facility.
- d. An assessment of the overall program strengths and weaknesses as well as recommendations for improvement on the part of the County and Contractor.
- e. Contractor's records of all staff and inmate training.

15.3 The Contractor shall submit a weekly report of meal counts to the designated County representative.

15.4 Performance Reviews - County contract administrators and Contractor's managers will meet no less than quarterly to physically inspect facilities, observe operations and discuss points of mutual interest.

## 16.0 WAIVER OF BREACH OR OF VIOLATION OF PROVISIONS

The waiver by either party of a breach or violation of any provision of this agreement shall not be construed to be a waiver of any subsequent breach of the same or other provision hereof.

## 17.0 ENFORCEABILITY

In the event any provision of this Agreement is held to be unenforceable for any reason such unenforceability shall not affect the remainder of this agreement, which shall remain in full force and effect and be enforceable in accordance with its terms.



18.0 ATTACHMENTS INCORPORATED INTO THIS CONTRACT

- 18.1 The complete form entitled Option 1 for response to RFP No.3138-20 Food Management Program for Nueces County Jails - Proposal Response Form from the Contractor has been marked, attached and is incorporated herein in its entirety to this agreement, as Exhibit A. In case of a conflict in any term contained in the RFP Form or this Agreement, the term in this Agreement controls.
- 18.2 The list entitled Nueces County Sheriff's Office Kitchen Inventory Main Jail and McKenzie Annex has been marked, attached and incorporated herein to this agreement as Exhibit B.
- 18.3 The Sample Inmate Menu is attached as Exhibit C.
- 18.4 The Sample Officer Menu is attached as Exhibit D.
- 18.5 This Agreement and any and all attachments are subject to the Public Information Act under Texas Government Code Chapter 552.

19.0 WRITING REQUIRED

It is understood and agreed that this writing represents the entire agreement of the parties and the terms and conditions may not be altered without an express written amendment signed by both parties. Failure to comply with this written agreement shall constitute good cause for a party to terminate this agreement.

20.0 VENUE

Any suit arising out of this Agreement shall be filed in Federal or State Court of Nueces County.

21.0 NOTICE

All notices, requests or other communications related to this Agreement shall be made in writing and may be given by: (a) depositing the same in the United States Mail, postage prepaid, certified, return receipt requested, addressed as set forth in this paragraph; or (b) delivering the same to the other party to be notified. Notice given in accordance with (a) hereof shall be effective upon deposit in the United States Mail. The notice addresses of the parties shall, until changed as provided herein, be as follows:

County: Nueces County Judge  
901 Leopard St., Room 303  
Corpus Christi, Texas 78401

Contractor: Aramark Correctional Services, LLC  
Attn: Vice President, Finance  
2400 Market Street  
Philadelphia, PA 19103

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

**NUECES COUNTY:**

**ARAMARK CORRECTIONAL  
SERVICES, LLC.**

\_\_\_\_\_  
Barbara Canales  
Nueces County Judge

\_\_\_\_\_  
\_\_\_\_\_

Attest:

Approved as to form:

\_\_\_\_\_  
Kara Sands  
Nueces County Clerk

\_\_\_\_\_  
Laura Garza Jimenez  
Nueces County Attorney