

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

AGENDA ITEM NO. __ November 20, 2012

November 7, 2012

Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

SUBJECT: CONTRACT AMENDMENT No. 11 WITH ARAMARK

Dear Board Members:

RECOMMENDATION:

It is respectfully requested that your Honorable Board:

1. Authorize the Sheriff or his designee to execute Contract Amendment No. 11 with ARAMARK (*Principal: David Kimmel, Vice President; Location: Aramark Tower, 1101 Market Street, Philadelphia, PA 1910; Master Contract #1254*) to increase the contract amount from \$58,537,626 to \$66,894,763.
2. Approve an additional two year contract extension effective from July 1, 2013 through June 30, 2015.
3. Authorize the Auditor-Controller to encumber the contract amount of \$8,357,137 for FY 2012-2013.

DISCUSSION/SUMMARY:

On June 24, 2003, the Sheriff's Office entered into a contract with ARAMARK, beginning July 1, 2003 through June 30, 2006, with the option for two one-year renewals. On June 27, 2006, your Board authorized the first renewal effective July 1, 2006 through June 30, 2007. On February 27, 2007, your Board approved an amendment with ARAMARK including the remaining one-year renewal effective July 1, 2012 through June 30, 2013. This contract included the option for two one-year renewals for the provision of food services to adult in-custody detainees and cook-chill services for the wards and Probation Department staff at Juvenile Hall and Camp Sweeney. The food service Request for Proposal from the Probation Department is currently out for bid. The outcome will not impact the terms of this extension for food services

at the jails. The Sheriff's Office and ARAMARK now desire to amend the Agreement and extend the contract for an additional two years effective July 1, 2013 through June 30, 2015.

Prior to the expiration of the contract extension, the Sheriff's Office will work in conjunction with GSA to submit a Request for Proposal to solicit potential vendors to provide food services at the jails in future years.

In addition, ARAMARK has committed to the following conditions upon approval of this contract extension: 1) ARAMARK will provide up to a \$250,000 investment to upgrade Staff Dining Operations. Upgrades will be coordinated with the Alameda County Sheriff's Office prior to initiation of any work. 2) \$100,000 grant per year to Alameda County to promote job training for ex-offenders to be used as approved by the Alameda County Board of Supervisors (\$200,000 total if the extension of the contract is agreeable to Alameda County through June 30, 2015). ARAMARK will commence with the Dining Operations upgrade and workforce development program once all parties have signed the amendment.

The contract amount for the period July 1, 2007 through June 30, 2012 was \$58,537,626. The estimated meal costs for FY 2012-2013 is \$8,357,137 (\$6,668,269 for Sheriff's Office and \$1,688,868 for the Probation Department) for a total estimated contract amount of \$66,894,763. ARAMARK has agreed to waive the Consumer Price Index (CPI) increase from July 1, 2012 to June 30, 2014. The price per meal charged to the County by ARAMARK will remain the same as FY 2010-2011, as set forth in Attachment A in the contract extension. These prices shall be effective on July 1, 2012, and will remain firm through June 30, 2014. The CPI will be negotiated for FY 2014-2015 based on inflation. This increased contract amount of \$8,357,137 will pay for inmate meals for FY 2012-2013. The actual costs are dependent upon the daily inmate population, and therefore may vary from the above estimate. If the actual costs exceed the estimated amount for FY 2012-2013, the Sheriff's Office will return to your Board for approval.

SELECTION CRITERIA AND PROCESS:

A Request for Proposals to provide food services for the Sheriff's Office detention facilities was issued in 1994 with only two vendors responding. ARAMARK was awarded the contract. At the time of contract award, ARAMARK did not have a Small Local Emerging Business (SLEB) partner, but over the term of the contract, ARAMARK conducted business with local vendors as often as practical and 70% of its employees servicing this contract are Alameda County residents. Alameda County implemented the Elation Systems in July 1, 2007 to monitor contract compliance.

ARAMARK's contract requires them to subcontract with SLEB's for a minimum of 20% (specifically, 20 % of the total contract value \$3,300,000, which amounts to \$660,000. The contract value may be adjusted as needed to reflect future price adjustments based on the CPI over the life of the contract. The \$3,300,000 represents the agreed upon portion of the contract value that can be reasonably satisfied through utilization of SLEB vendors. The five-year current contract extension, effective July 1, 2008 through June 30, 2013, also includes a requirement that ARAMARK provide a grant to the County in the amount of \$600,000 for the purchase of goods and/or services from a certified SLEB vendor. The contract specifies that the \$600,000 grant will be credited towards ARAMARK's SLEB utilization requirements.

ARAMARK provided the County with the requisite grant funding in August 2007. The Grant funding was used to purchase goods and/or services from a SLEB vendor, Commercial Equipment & Design (certification number 04-90592).


The Elation System indicates that Atlantis Food Service (added on April 3, 2009), a SLEB subcontractor with ARAMARK, received \$768,357. Currently, ARAMARK has been subcontracting with a subsidiary SLEB subcontractor, LeBlanc Dairy (added on October 1, 2010), who has received \$639,617. Moving forward, LeBlanc Dairy will be a direct subcontract with ARAMARK. ARAMARK has fulfilled and far exceeded its contractual obligation regarding the SLEB participation requirement for this contract with payments to SLEB subcontractors and subsidiary subcontractors totaling \$1,407,974, and will continue to utilize SLEB subcontractors wherever possible during the remaining contract term.

FINANCING:

There is no change in net County cost based on this action as this increase of \$8,357,137 was included in the FY 2012-13 Approved Budgets for the Sheriff's Office and the Probation Department.

Respectfully submitted,

B. Keteles

for 
Gregory J. Ahern
Sheriff-Coroner

GJA:RBB:rbb

cc: Susan Muranishi, County Administrator
Gabriella Raymond, County Counsel
Patrick O'Connell, Auditor-Controller

Amendment No. 11 to Food Service Agreement

THIS AMENDMENT No. 11, is entered into this _____ day of _____, 2012 by and between the **County of Alameda, California** ("County"), and **ARAMARK Correctional Services, LLC**, a Delaware limited liability company, with offices at the ARAMARK Tower, 1101 Market Street, Philadelphia, PA 19107 ("Contractor").

WHEREAS, the parties did, on June 24, 2003, enter into an Agreement for the management of the food service operation at the Community Re-Entry Center, the Santa Rita Jail and the Glenn E. Dyer Detention Facility (as amended, the "Agreement");

WHEREAS, the parties desire to increase the contract amount from \$58,537,626 to \$66,894,413 (\$8,356,787) to pay for inmate meals for FY 2012-2013.

WHEREAS, the parties desire to amend said Agreement as hereinafter set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in said Agreement and all Amendments thereto, it is mutually agreed as follows:

1. **Article I, Contract Period**, shall be modified to renew the term of the Agreement for a period of ten (10) years and a two year contract extension effective July 1, 2013 through June 30, 2015.
2. **ARAMARK** will provide up to a \$250,000 investment to upgrade Staff Dining Operations. Upgrades will be coordinated with the Alameda County Sheriff's Office prior to initiation of any work.
3. **ARAMARK** will provide a grant to Alameda County to promote job training for ex-offenders to be used as approved by the Alameda County Board of Supervisors. The Grant will be made in the amount of \$100,000 per year (\$200,000 total if the extension of the contract is agreeable to Alameda County through June 30, 2015).
4. **Pursuant to Article III. C, Adjustment to Price**, the price per meal charged to the County by ARAMARK shall remain the same as FY 2010-11 and are set forth in Attachment A. These prices shall be effective on July 1, 2012 and shall remain firm through June 30, 2014.
5. **DEBARMENT AND SUSPENSION CERTIFICATION:**
 - a. By signing this Eleventh Amendment and Attachment B, Debarment and Suspension Certification, Contractor agrees to comply with applicable federal suspension and debarment regulations, including but not limited to seven (7) Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
 - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded by any federal department or agency;

- ii. Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

Except as herein above provided, said Agreement is hereby in all other respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this **Amendment No. 11** to be signed by their duly authorized representatives the day and year first written above.

COUNTY OF ALAMEDA

ARAMARK Correctional Services, LLC

By: _____
Signature

By: _____
Signature

Name: Gregory J. Ahern
(Printed)

Name: David Kimmel
(Printed)

Title: Sheriff-Coroner

Title: Vice President

Date: _____

Date: _____

Approved as to Form:

By: _____
Deputy County Counsel

ATTACHMENT A

Alameda County Pricing
(Based on July 1, 2010 Price)
Effective July 1, 2012 through June 30, 2014

Adult Facilities

<u>Adult Inmate Population</u>	<u>Price per Meal</u>
0-3999	1.5491
4000-4200	1.5218
4201-4400	1.5086
4401-4600	1.4803
4601-4800	1.4600
4801-5000	1.4438
5000+	1.4287
Staff	4.701

The pricing point on the sliding scale is determined by dividing the total number of inmate meals served during each 7-day week by 21.

Juvenile Facility

Juvenile	2.8370
Staff	3.303
Holiday Meals	4.4438
Snacks	0.8789

ATTACHMENT B

COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, bidder, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

BIDDER: _____

PRINCIPAL: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



Michael Paice
District Manager
2955 German St
Fairfield, CA 94534

September 7, 2012

Commander Kennedy
Alameda County Sheriff's Department
Detention & Corrections Division
1401 Lakeside Drive, 12th Floor
Oakland, CA 94612-4305

Dear Commander Kennedy,

The purpose of this letter is to follow-up on our June 22, 2012 correspondence, as well as our subsequent discussions concerning job training opportunities to assist inmates returning into the community as a result of California AB-109. As we have discussed, Amendment #4 to the contract between Alameda County and ARAMARK for food service operations provides for the extension of the contract through June 30, 2015, if agreeable to both parties. ARAMARK is prepared to commit to the following conditions if the term of the contract is extended as indicated:

- a. ARAMARK will provide up to a \$250,000 investment to upgrade Staff Dining Operations. Upgrades will be coordinated with the Alameda County Sheriff's Department prior to initiation of any work.
- b. ARAMARK will retract its request for a CPI increase to be effective July 1, 2012, and hold firm pricing at the July 1, 2010 level. This price will remain firm through June 30, 2014.
- c. ARAMARK will provide a grant to Alameda County to promote job training for ex-offenders to be used as approved by the Alameda County Board of Supervisors. The Grant will be made in the amount of \$100,000 per year (\$200,000 total if the extension of the contract is agreeable to Alameda County through June 30, 2015). If the County would like to amend the contract an additional three years (through June 30, 2018), ARAMARK will commit to a grant of \$1,000,000, payable \$200,000 per year, all inclusive to support this program.

We look forward to continuing to provide your facility with the quality food service as you have come to expect and further build the partnership between Alameda County and ARAMARK. Please let me know if I can be of any additional assistance.

Sincerely,

A handwritten signature in cursive script that reads "Michael R. Paice".

Michael R. Paice
Michael Paice
District Manager

C: H. Guerra