

**ID: 51070**

February 12, 2016

To: Honorable Board of Acquisition and Contract

From: Kevin Cheverko  
Commissioner of Correction

Re: Resolution: 1) amending a Resolution approved on October 24, 2013 authorizing the County of Westchester to enter into an agreement with Aramark Correctional Services, Inc. for the provision of food service at the Department of Correction for the term from January 1, 2014 through December 31, 2015, in order to include a Consumer Price Index adjustment in the maximum per meal rate for renewal years; and 2) granting authority for the County of Westchester to amend an agreement with Aramark Correctional Services, LLC in order to exercise the first renewal option for the period from January 1, 2016 through December 31, 2016, incorporate a CPI adjustment of 3% in the maximum per meal rate, and increase the aggregate not to exceed amount over the contract term from \$5,183,251 to \$7,519,068, payable at the rates specified in Schedule "A" to the annexed Resolution.

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Your Honorable Board approved a Resolution on October 24, 2013 authorizing the County of Westchester to enter into an agreement with Aramark Correctional Services, Inc. ("Aramark") for the provision of food service at the Department of Correction for the term from January 1, 2014 through December 31, 2015 at a cost not to exceed \$5,183,251 payable at the maximum rate of \$1.498 per meal served, with the County's option to renew the agreement for up to three (3) additional one (1) year periods (the "October 24, 2013 Resolution").

By Resolution approved on May 15, 2014, your Honorable Board amended the prior Resolution to reflect a maximum per-meal rate \$1.8350 based on an inmate population of 1,000, with increases in the population resulting in decreases to the price per meal as indicated in that Resolution.

We inadvertently omitted from the October 24, 2013 Resolution an annual adjustment of the maximum per meal rate according to the Consumer Price Index ("CPI") for any renewal years. Therefore, it is necessary to amend that Resolution in order to provide for the CPI adjustment. All other terms and conditions of October 24, 2013 Resolution will remain unchanged.

Authority is also requested for the County to further amend the agreement with Aramark for the provision of food service at the Department of Correction, in order to exercise the first renewal option for the period from January 1, 2016 through December 31, 2016, incorporate a CPI adjustment of 3% in the maximum per meal rate, and increase the aggregate not to exceed amount over the contract term from \$5,183,251 to \$7,519,068, payable at the rates specified in Schedule "A" to the annexed Resolution. All other terms and conditions of the agreement will remain unchanged.

The Goals & Objectives of the contract is to prepare and serve food for 1000-1800 inmates daily in the most professional, yet cost efficient manner possible; the menus must consist of foods which are known to be popular/generally acceptable to the inmates and staff; the food must be prepared in accordance with tested recipes and preparation procedures; the hot and cold food must be held and transported under optimum temperature conditions; the menu and portion sizes must be consistent and in accordance with the menu specifications; there must be in place a verifiable audit trail which will, at all times, assure the Department that each inmate is receiving the specified nutritious meal.

It is in the best interest of the County to provide adequate nutritious food to the inmate so that the food does not become the source of inmate complaints, disciplinary problems or legal issues.

The contract will be tracked and monitored as follows: The Contractor will submit to the Food Service Administrator, in writing, within 15 days of the end of each fiscal year quarter, a report of food service activity to include but not limited to a complete accounting of the actual meals served, sack lunches, and snacks purchased; detail of all preventive maintenance and repairs performed on each piece of equipment including service type, date and vendor name; copies of all reports and records required to qualify for Federal Surplus Commodities, copies of all reports and records required for the County to obtain school lunch and breakfast reimbursement (if applicable); monthly/accounting period financial (profit and loss) reports detailing the operation of the food service on a monthly/accounting period, as well as quarterly and year to date summary basis. These statements must be the same as those produced by the Contractor in comparable management fee accounts.

Accordingly, I recommend approval of the annexed Resolution.

KC/DLV/dv

**RESOLUTION**

Upon a communication from the Commissioner of Correction, be it hereby

**RESOLVED**, that the Resolution approved on October 24, 2013 authorizing the County of Westchester (“County”) to enter into an agreement with Aramark Correctional Services, Inc. (“Aramark”) for the provision of food service at the Department of Correction for the term from January 1, 2014 through December 31, 2015 with the County’s option to extend the agreement for up to three additional one year terms, is hereby amended in order to include a Consumer Price Index adjustment in the maximum per meal rate for renewal years; and be it further

**RESOLVED**, that all other terms and conditions of the prior Resolution shall remain unchanged; and be it further

**RESOLVED**, that the County is authorized to amend the agreement with Aramark for the provision of food service at the Department of Correction, in order to exercise the first renewal option for the period from January 1, 2016 through December 31, 2016, incorporate a CPI adjustment of 3% in the maximum per meal rate, and increase the aggregate not to exceed amount over the contract term from \$5,183,251 to \$7,519,068, payable at the rates specified in Schedule “A” attached hereto and made a part hereof. Should the inmate population increase, the price per meal shall decrease as specified in the agreement; and be it further

**RESOLVED**, that all other terms and conditions of the agreement shall remain unchanged; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

Account to be Charged/credited	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub Object	Trust Account	Dollars
	101	35	1000	4380		\$2,335,817

Budget Funding Year(s) 2016 Start Date 1/1/2016 End Date 12/31/2016  
 (must match resolution)

Funding Source Tax Dollars \$2,335,817  
 State Aid \_\_\_\_\_  
 \$ 2,335,817 Federal Aid \_\_\_\_\_  
 (must match resolution)  
 Other \_\_\_\_\_

**Schedule "A"**

Effective January 1, 2016 through December 31, 2016

Population

Low	High	Price Per Meal
1000	1024	1.8895
1025	1049	1.8627
1050	1074	1.8380
1075	1099	1.8133
1100	1124	1.7927
1125	1149	1.7711
1150	1174	1.7515
1175	1199	1.7340
1200	1224	1.7159
1225	1249	1.6994
1250	1274	1.6840
1275	1299	1.6685
1300	1324	1.6541
1325	1349	1.6294
1350	1374	1.6067
1375	1399	1.5861
1400	1424	1.5676
1425	1449	1.5553
1450	1474	1.5439
1475	1499	1.5326
1500	1524	1.5223
1525	1549	1.5120
1550	1574	1.5017
1575	1599	1.4935
1600	1624	1.4842
1625	1649	1.4745
1650	1674	1.4663
1675	1699	1.4570
1700	1724	1.4488
1725	1749	1.4406
1750	1774	1.4333
1775	1799	1.4261
1800	1824	1.4189

\* Total number of inmate meals served per seven -day week is divided by twenty-one (21) to determine price point on the sliding scale.