

59634

Date: October 25, 2017

To: Honorable Board of Acquisition and Contract

From: Kevin Cheverko
Commissioner of Correction

Re: Request for authority to further amend an agreement with Aramark Correctional Services, LLC in order to: 1) exercise the County's third and final renewal option thereunder for the period from January 1, 2018 through December 31, 2018; 2) incorporate a CPI adjustment of 3% in the maximum per meal rate; and 3) increase the aggregate not to exceed amount over the contract term from \$9,910,000 to \$12,393,824, payable at the rates specified in Schedule "A" to the annexed Resolution.

By Resolution approved on October 24, 2013 (the "October 24th Resolution"), your Honorable Board authorized 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 a term commencing on January 1, 2014 and continuing 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 "Agreement").

Thereafter, by Resolution approved on May 15, 2014, your Honorable Board amended the October 24th 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. The Agreement was thereafter executed.

Thereafter, by Resolution approved on March 10, 2016 (the "March 10th Resolution"), your Honorable Board authorized the County to amend the Agreement with Aramark in order to: 1) exercise the County's first renewal option thereunder for the period from January 1, 2016

through December 31, 2016; 2) incorporate a CPI adjustment of 3% in the maximum per meal rate; and 3) 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" annexed to the March 10th Resolution (the "First Amendment"). The First Amendment was subsequently executed.

Thereafter, by Resolution approved on October 27, 2016 (the "October 27th Resolution"), your Honorable Board authorized the County to further amend the Agreement with Aramark in order to: 1) exercise the County's second renewal option thereunder for the period from January 1, 2017 through December 31, 2017; 2) incorporate a CPI adjustment of 3% in the maximum per meal rate; and 3) increase the aggregate not to exceed amount over the contract term from \$7,519,068 to \$9,910,000, payable at the rates specified in Schedule "A" annexed to the October 27th Resolution (the "Second Amendment"). The Second Amendment was subsequently executed.

Authority is now requested for the County to further amend the Agreement with Aramark in order to: 1) exercise the County's third and final renewal option thereunder for the period from January 1, 2018 through December 31, 2018; 2) incorporate a CPI adjustment of 3% in the maximum per meal rate; and 3) increase the aggregate not to exceed amount over the contract term from \$9,910,000 to \$12,393,824, payable at the rates specified in Schedule "A", attached hereto.

Except as specifically amended hereby, all other terms and conditions of the Agreement, as previously amended, 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/SG/jpg
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 11/22/2017 - LISA MRUJAJ, SECRETARY

RESOLUTION

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

RESOLVED, that the County of Westchester is authorized to further amend the agreement with Aramark Correctional Services, LLC ("Aramark") for the provision of food service at the Department of Correction (the "Agreement"), in order to: 1) exercise the County's third and final renewal option thereunder for the period from January 1, 2018 through December 31, 2018; 2) incorporate a CPI adjustment of 3% in the maximum per meal rate; and 3) increase the aggregate not to exceed amount over the contract term from \$9,910,000 to \$12,393,824, 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 except as specifically amended hereby, all other terms and conditions of the Agreement, as previously amended, 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		\$2,483,824

Budget Funding Year(s) 2018 Start Date 01/01/18 End Date 12/31/18

(must match resolution)

Funding Source Tax Dollars \$2,483,824

State Aid _____

\$ 2,483,824 Federal Aid _____

(must match resolution)

Other _____

Schedule "A-3"

Effective January 1, 2018 through December 31, 2018

Population		Service years			
<u>Low</u>	<u>High</u>	<u>2014-2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
1000	1024	1.8350	1.8895	1.9394	1.9815
1025	1049	1.8090	1.8627	1.9119	1.9534
1050	1074	1.7850	1.8380	1.8865	1.9275
1075	1099	1.7610	1.8133	1.8612	1.9016
1100	1124	1.7410	1.7927	1.8400	1.8800
1125	1149	1.7200	1.7711	1.8178	1.8573
1150	1174	1.7010	1.7515	1.7978	1.8368
1175	1199	1.6840	1.7340	1.7798	1.8184
1200	1224	1.6664	1.7159	1.7612	1.7994
1225	1249	1.6504	1.6994	1.7443	1.7821
1250	1274	1.6354	1.6840	1.7284	1.7659
1275	1299	1.6204	1.6685	1.7126	1.7497
1300	1324	1.6064	1.6541	1.6978	1.7346
1325	1349	1.5824	1.6294	1.6724	1.7087
1350	1374	1.5604	1.6067	1.6492	1.6849
1375	1399	1.5404	1.5861	1.6280	1.6634
1400	1424	1.5224	1.5676	1.6090	1.6439
1425	1449	1.5104	1.5553	1.5963	1.6310
1450	1474	1.4994	1.5439	1.5847	1.6191
1475	1499	1.4884	1.5326	1.5731	1.6072
1500	1524	1.4784	1.5223	1.5625	1.5964
1525	1549	1.4684	1.5120	1.5519	1.5856
1550	1574	1.4584	1.5017	1.5414	1.5748
1575	1599	1.4504	1.4935	1.5329	1.5662
1600	1624	1.4414	1.4842	1.5234	1.5565
1625	1649	1.4320	1.4745	1.5135	1.5463
1650	1674	1.4240	1.4663	1.5050	1.5377
1675	1699	1.4150	1.4570	1.4955	1.5279
1700	1724	1.4070	1.4488	1.4870	1.5193
1725	1749	1.3990	1.4406	1.4786	1.5107
1750	1774	1.3920	1.4333	1.4712	1.5031

1775	1799	1.3850	1.4261	1.4638	1.4955
1800	1824	1.3780	1.4189	1.4564	1.4880

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

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