

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**FIRST AMENDMENT TO
 AGREEMENT FOR INMATE FOOD SERVICE
 PURSUANT TO FORT BEND COUNTY RFP 15-058**

This First AMENDMENT OF THE AGREEMENT FOR INMATE FOOD SERVICE PURSUANT TO FORT BEND COUNTY RFP 15-058 is made and entered into by and between FORT BEND COUNTY, TEXAS, a body politic, acting herein by and through its Commissioners Court and Aramark Correctional Services, LLC (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

RECITALS

WHEREAS, on or about July 2, 2015, the Parties entered in an AGREEMENT FOR INMATE FOOD SERVICE PURSUANT TO FORT BEND COUNTY RFP 15-058 attached hereto as Exhibit "One" and incorporated by reference;

WHEREAS, the Parties now desire to amend a certain portion of the Agreement; and

NOW THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, County, and Contractor agree as follows:

- I. All references to the request for proposal for food service issued by County shall refer to RFP 15-058; any other RFP number shall be replaced with RFP 15-058.
- II. Amendments

Section One, Food Service, is amended as follows:

- F. Upon execution of both Parties of the First Amendment, the following shall replace the original requirements of RFP 15-058:

8.0 SPECIFICATIONS shall be modified as follows:

8.4.3 Contractor shall provide Specialized Catering service as instructed by the Sheriff or Administrator at no additional cost to the facility. (i.e. Special Breakfast, Lunches, cookies, pastries). **Catering services requested for other county and non-Sheriff's Office functions will be invoiced and paid per service based on a Contractor's Invoiced price plus 10% pricing model.**

8.4.4 Continuous premium brand coffee service **of a coffee which is of acceptable quality by both Aramark and the facility** will be provided to the staff of the Fort Bend County Sheriff's Office twenty-four (24) hours per day. The coffee (decaffeinated/regular) will be served fresh. Contractor shall provide a plan as to how this service will be provided with the submitted proposal to include providing to those areas having their own coffee pots in the form of packaged coffee at no additional charge to the facility.

8.4.5 24/7 Drink stations available at central locations in East and West Towers (all operating floors), Old Jail, Booking area of the Detention Center and Criminal Justice Center to include but not limited to (Tea, or Lemonade, Water and Ice). Plan which includes hours to replenish and sanitation of equipment **must be proposed by the vendor and accepted by the contract representative.**

8.4.6.5 Pricing for the ODR (officer dining room) meal and short orders:

- Any on duty jail employee will not be charged for an ODR meal.
- All employees who work outside of the jail will be charged the **contracted rate**. On duty jail supervisors are allowed one short order menu item at no cost per day.
- All other employees will be allowed to order from the short order menu **priced at Contractor's invoiced price plus 10% model.**
- A report of meals and revenue will be provided weekly, to help balance the plan and costs for the mutual benefit of the County and the Vendor.

8.5.1 Officers must be able to order their meal up to 30 minutes in advance of the meal service time electronically. Meals must be prepared and ready for delivery up to 30 minutes past the start of the meal time. All meals will be inspected and verified by a member of the Vendor's staff. Meals may be delivered with the use of inmate labor as long as the containers are sealed to identify tampering. Meals will be delivered reasonably warm or reasonably cold based on the meal. **[This requirement is hereby deleted: Vendors non-compliance on timely meal delivery will result in a compliance assessment fee of up to \$1.00 per meal not served on time or temperature if the vendor has been found at fault.]**

Officer Dining Room Meal Service Time:

Shift	Meal	Service Time
First (5:45 AM – 2:00 PM)	Days	11:00 AM to 12:30 PM
Second (1:45 PM – 10:00 PM)	Evenings	4:00 PM to 5:30 PM
Third (9:45 PM – 6:00 AM)	Nights	1:00 AM to 2:30 AM

8.7 Food Service Schedule for Inmates at the Detention Facility:

8.7.1 All meal times are to start at the start time listed and all food to be delivered is to be out of the kitchen by the end time listed. **Vendors non-compliance will result in a compliance assessment fee of \$100 per occurrence if the vendor has been found at fault.**

Meal	Start Time	End Time
Breakfast	4:00 AM	4:35 AM
Lunch	11:00 AM	11:45 AM
Dinner	4:00 PM	4:45 PM
Snack	4:00 PM	4:45 PM

8.11 Staff and Training for On-Site Management:

8.11.1 The Contractor will be required to have all personnel PREA and certified basic jailer TCOLE trained at contractor's own cost. At minimum there must be one TCOLE certified jailer (not temporary jailer) on duty **and in the kitchen** at all times, all other employees are required to get their certification within twelve (12) months of starting. Contractor will provide an on-site Food Service Manager(s) who is/are trained, experienced and knowledgeable of "Serve Safe" food service in a correctional facility

8.11.3 Any failure of having a qualified manager onsite will result in a penalty of \$100.00 per occurrence. **To be qualified, the onsite manager must:**

1. **Have received and is current on all PREA required training and acknowledgements;**
2. **Be TCOLE trained and certified as a jailer (not temporary jailer); and**
3. **Be Serve Safe certified.**

8.11.4 Any failure of an employee not becoming a certified jailer (temporary status will not be accepted) within one (1) year of starting will

result in a \$100.00 penalty for each day the employee works without being a certified jailer (not temporary).

8.12.1 In addition to the above, the Contractor will be required to provide employees who are well trained, honest and reliable in a uniform consisting of **red tops and black or tan pants (no denim)**. Detention Administration officials shall review and approve an applicant's hiring before being allowed to be employed within the Detention Facility main kitchen or officer dining room.

8.12.2 The Contractor will provide sufficient staffing to supervise the work of the inmate workers in the kitchen **and ODR** to prevent injuries to inmates and vandalism. The ratio will be no less than 1:20 inmates present in the kitchen for work. The vendor will have (2) two staff members in the kitchen at all times for safety, proper food handling and preparation of the meals, **unless it is during night shift ODR times where they will be allowed one (1) staff member in the kitchen and the other in ODR. There will be one (1) staff member in ODR anytime there are inmates working in ODR for food service, preparation, or cleaning if that service is directed by the Contractor.** These assigned contractor employees shall be working on the floors supervising the food service operations (not in the offices, loading dock, etc.). **The security of the kitchen will be documented with the Guardian round-sheet system as a Face to Face observation at least once every thirty (30) minutes by an Aramark employee who is a jailer. Any round which is which is not completed within 60 minutes will result in a compliance assessment fee of \$50.00 per occurrence.**

8.12.5 Contactor employees will actively participate **and comply** in 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.

Exhibit C, Supplemental Negotiated Terms is amended as follows:

Inmate Meal Price	\$1.30
Staff Meal Price	\$2.50
Inmate Worker Price	\$2.25

Section Seven, Compensation, is amended as follows:

- F. Contractor shall incur a compliance assessment fee as provided in the below Compliance assessment Chart for failure to comply with the requirements of RFP 15-058, Section. **The below requirements of Section Seven F shall apply upon execution**

of both Parties of the First Amendment for Section 8.16.1 and after 120 days of the execution of this First Amendment for all other RFP Sections in this chart.

COMPLIANCE ASSESSMENT CHART

Violation	RFP Reference	Compliance assessment fee
Failure to receive a <u>passing grade</u> inspection on a health inspection due to issues within Contractor's control	8.16.1	\$1,000 compliance assessment fee for the first instance and \$5,000.00 compliance assessment fee for each subsequent instance. Any re-Inspection costs will be paid by Contractor.
Failure to receive a grade of <u>90 or greater</u> on a health inspection due to issues within Contractor's control. Contractor will have thirty (30) days to correct any issues within its control and provide proof of compliance.	8.16.1	Failure to provide proof of compliance after 30 days shall result in \$1,000 compliance assessment fee for the first instance and \$5,000.00 compliance assessment fee for each subsequent instance. Any re-inspection costs will be paid by Contractor.
Failure to provide and supply one (1) certified jailer per shift	8.11.4	\$100.00 compliance assessment for each day working onsite past the one (1) year anniversary of the employee.
Failure of having a qualified jailer certified manager onsite	8.11.3	\$100.00 per occurrence
Failure to meet timely meal service delivery if Contractor is at fault	8.7.1	Credit to the weekly invoice of \$100.00 per occurrence
Missed "Face-to-Face" observation by more than 60 minutes.	8.12.2	Credit to the weekly invoice of \$50.00 per occurrence

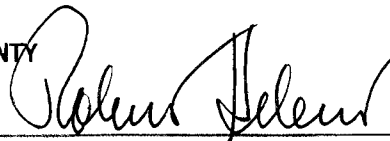
H. [This requirement is hereby deleted: Any compliance assessment fee assigned against Contractor will be deducted from Contractor's next due monthly payment from County.] County shall generate a weekly invoice for any applicable compliance assessment fees allowed by this Agreement, which Contractor shall credit against County's account for the next available billing statement, unless County directs Contractor to issue payment in the form of check. If County elects to receive a check, the payment must be made no later than 30 days from the date the invoice is sent to Contractor.

III. Except as modified herein, any prior executed document remain in full force and effect and has not been modified or amended. In the event of conflict, the contents of this First Amendment shall prevail.

IV. Execution

IN TESTIMONY OF WHICH, THIS AMENDMENT shall be effective upon execution of all parties.

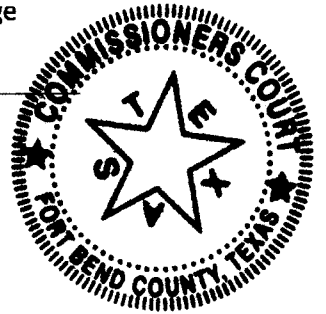
"County"
FORT BEND COUNTY

By: 
Robert E. Hebert, County Judge

Date: 12-6-2016

ATTEST:

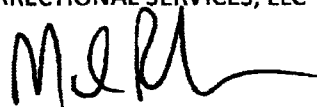

Laura Richard, County Clerk



Approved:


Troy E. Nehls, Fort Bend County Sheriff

"Contractor"
ARAMARK CORRECTIONAL SERVICES, LLC


By: 

Name: Mark R. Adams

Title: Vice President, Finance

Date: 11/21/2016

ATTEST:


Name

Date: 11/21/2016

Attachments:

Exhibit One: AGREEMENT FOR INMATE FOOD SERVICE PURSUANT TO FORT BEND COUNTY
RFP 15-058

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 1,502,328.⁰⁰ to accomplish
and pay the obligation of Fort Bend County under this contract.


Robert Ed Sturdivant, County Auditor

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2016-141430

Date Filed:
11/30/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Aramark Correctional Services, LLC
Philadelphia, PA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP 15-058
Inmate Food Services at Fort Bend County Detention Facilities

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Aramark Services, Inc.	Philadelphia, PA United States	X	
	Hanner, John	Philadelphia, PA United States	X	
	Adams, Mark	Philadelphia, PA United States	X	
	Bartrum, Tim	Philadelphia, PA United States	X	
	Rapone, Patricia	Philadelphia, PA United States	X	
	Pressler, Brian	Philadelphia, PA United States	X	
	Tarangelo, James	Philadelphia, PA United States	X	
	Baureis, Maureen	Philadelphia, PA United States	X	
	Stearns, Christopher	Philadelphia, PA United States	X	
	Rambo, Robert	Philadelphia, PA United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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Fort Bend County, Texas

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RFP 15-058
Inmate Food Services at Fort Bend County Detention Facilities

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Callality E. Norcum, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Jan. 28, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES



Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said MARK Adams, this the 30th day of November 20 16, to certify which, witness my hand and seal of office.

Callality Norcum Callality Norcum Notary Public
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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2016-141430

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11/30/2016

Date Acknowledged:
12/06/2016

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Philadelphia , PA United States

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	Rapone, Patricia	Philadelphia, PA United States	X	
	Pressler, Brian	Philadelphia, PA United States	X	
	Tarangelo, James	Philadelphia, PA United States	X	
	Baureis, Maureen	Philadelphia, PA United States	X	
	Stearns, Christopher	Philadelphia, PA United States	X	
	Rambo, Robert	Philadelphia, PA United States	X	

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FORM 1295

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 RFP 15-058
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			Controlling	Intermediary

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6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath