



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Date of Award: 5/3/2023

Aramark Correctional Services, LLC
2400 Market Street
Philadelphia, PA 19103

Attention: Michael Elchenko, Vice President - Growth

Reference: RFP 2000003570, Adult Detention Center Food Service

Acceptance Agreement

Contract Number: 4400011898

This Acceptance Agreement signifies a contract award to provide food services for the Adult Detention Center (ADC). The period of the contract is from September 1, 2023 through August 31, 2026, with two (2) one-year renewal options.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement; and
- 2) Memorandum of Negotiations.

Note that this is not an order to proceed. A Purchase Order will be issued to your firm and constitute your notice to proceed. Provide your Insurance Certificate according to Special Provisions, Section 19, within 10 days after receipt of this letter. All questions in regards to this contract shall be directed to the Contract Specialist, Yong Kim at 703-324-3217 or via e-mail at yong.kim@fairfaxcounty.gov.

DocuSigned by:

Lee Ann Pender

E239B762E600465...

Lee Ann Pender
Director/County Purchasing Agent

DS DS DS
JP SP AJ

Department of Procurement & Material Management

12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/procurement/

Phone 703-324-3201, TTY: 711, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATIONS RFP 2000003570

The County of Fairfax (hereinafter called the County) and Aramark Correctional Services, LLC (hereinafter called the Contractor) hereby agree to the following in the execution of Contract **4400011898**. The final contract contains the following documents listed in the order of precedence with the highest priority being item (a):

- a. This Memorandum of Negotiations;
- b. County's Request for Proposal RFP 2000003570 and Addenda; and
- c. Contractor's technical proposal dated November 30, 2022.

In addition, the County and the Contractor agree to the following:

1. The Contractor will be providing 10 employees working on the contract. Should the number of the Contractor employees decrease due to, but not limited to, leaving, fired, dismissed, etc. The Contractor shall provide a replacement approved by the Sheriff's background check within 40 days. Failure to meet the 40-day deadline will result in the Contractor providing a reduction in meal price (The rate would be reduced by 2.1.% per employee) after the 40 days until such employee (s) are replaced.
2. Remove Exhibit A Contract Considerations, Contractor's technical proposal dated November 30, 2022.
3. Remove RFP 2000003570, Special Provisions, paragraph 32, HIPAA Compliance.
4. The Contractor will continue to offer IN2Work at no cost to the County.
5. The Contractor agrees to comply with the Sheriff's Office Standard Operating Procedures and Fairfax County personnel rules and regulations.
6. The Contractor will register with the County corporate social responsibility (CSR) assessment.
7. Add Material Adverse Change: The financial arrangements in this contract are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by Client in connection with the negotiation and execution of this contract. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; increases in food, fuel, equipment, utilities, supply and; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements, recommendations, and regulations; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give Client written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and Client 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 Aramark's price per meal or commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to Aramark's scope of services.



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

8. Contractor technology will comply with the County IT policy per RFP 2000003570, Special Provisions, paragraph 7.
9. Attached Pricing Schedule.
10. Attached Contract Evaluation Form and Incident Report.
11. The Following are clarification points:
 - A. **Aramark Response:** Aramark takes a two-phase approach when the inmate workforce cannot work in the kitchen. First, we contact Aramark District Managers of other local facilities, in this case, Alexandria County, Arlington County, and Washington DC, to see if they could lend staff on a short-term basis without a detrimental impact on their operations.
Questions: Define the turnaround time for this process.
Answer: 24 to 48 hours to get staff. 72 hours for Sheriff's to do background checks for clearance. For a total 96 hours to 120 hours.
 - B. **Aramark Response:** If these locations cannot assist, Aramark will then discuss with Fairfax County leadership about employing the services of R&H staffing for temporary workers in the kitchen. The cost of the temporary workers would be divided between Aramark and Fairfax County based on a conversation before engaging the staffing company's services. Fairfax County will need to work quickly with R&H Staffing and Aramark to grant temporary staff clearances during this period.
Questions: What is the proposed cost split? Do you have a not to exceed price per incident? Please provide background information on R&H staffing and their ability to provide staffing in a secure facility?
Answer: The proposed cost split is 50/50 cost between the County and Aramark. If replacing Aramark labor it will be 100% cost covered by Aramark. R&H is an example company of a temp agency and it takes up to 72 hours.
 - C. **Aramark Response:** If inmate workers cannot work in the kitchen long-term or permanently, we will discuss expanding the Aramark staff to accommodate this.
Question: Define "Long Term".
Answer: 2 weeks to 4 weeks.

ACCEPTED BY:

DocuSigned by:

Stephen Yarsinsky

8DD54D02B0CD4AA...
Stephen Yarsinsky
Vice President, Finance

4/28/2023

Date

DocuSigned by:

Lee Ann Pender

E239B702E000405...
Lee Ann Pender
Director/County Purchasing Agent

5/3/2023

Date

DS DS DS
JP *SP* *AF*

PRICING SCHEDULE

Standard Inmate meals 2900 calories

**Fairfax County
Sliding Scale**

Number of Inmates *		New Cost per Meal
400	499	\$2.095
500	599	\$1.916
600	699	\$1.768
700	799	\$1.644
800	899	\$1.670
900	999	\$1.564
1000	1099	\$1.512
1100	1199	\$1.482
1200	1299	\$1.429
1300	1399	\$1.385
1400	1499	\$1.373

Staff Meals	\$3.500
Religious Meals	\$1.768
Inmate Labor Force	\$3.430
Medical Meals	\$1.768
Medical Snacks	\$1.000
Kosher Meals	\$5.950
Bag Lunches	prices per Standard Inmate Meals
Health Plate Option	Add't cost of \$0.036

* Total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale

Contract Evaluation Form

Contract #

Contract Title:

Contractor Name:

Evaluation Period:

Please evaluate the Contractor's performance during the previous quarter, indicate any highlights of outstanding performance or issues (must include completed incident reports), return to Michelle Nelson at michelle.nelson@fairfaxcounty.gov within 30 days of Contractor Evaluation.

1. Are you satisfied with the overall performance of the Contractor? ☐ Yes ☐ No
2. Was performance timely and in accordance with the contract? ☐ Yes ☐ No
3. Are you pleased with the quality of the goods and services? ☐ Yes ☐ No
4. Is the Contractor responsive to requests to correct deficiencies? ☐ Yes ☐ No
5. Demonstrated capacity to meet the requirements of this contract? ☐ Yes ☐ No
6. Adequately met all staffing requirements? ☐ Yes ☐ No
7. Adequately met all reporting requirements? ☐ Yes ☐ No
8. Adequately met all service provision requirements? ☐ Yes ☐ No
9. Adequately provides supervision/training to inmate workforce? ☐ Yes ☐ No
10. Provided adequate service quality under this contract? ☐ Yes ☐ No
11. Adequately achieved all outcomes as defined in the contract? ☐ Yes ☐ No
12. Contractor is substantially compliant with their contract terms? ☐ Yes ☐ No
13. Has the Contractor met the following performance items in the current contract period:
 - a. Provided a Food Service Manager or Assistant Manager on site daily? ☐ Yes ☐ No
 - b. Provided monthly menus for approval at least 30 days in advance? ☐ Yes ☐ No
 - c. Maintained at least one (1) contract employee physically present in the staff dining room and/or in the immediate area of the staff food line during preparation and serving of the staff meals? ☐ Yes ☐ No
 - d. Adequately executes contingency plan when there is an issue with inmate workforce availability? ☐ Yes ☐ No ☐ N/A
 - e. Adequately responds to inmate requests submitted through Smart-EVO ITS? ☐ Yes ☐ No

Note: any "no" marked above must have some kind of supporting documentation to support why the Contractor has not meet their performance of the contract.

Issues

Date of Incident	Date Contractor was notified of Issue	Date of Resolution

Highlights of outstanding performance

Note: Contractor signature below is a confirmation that you have received the Contractor Evaluation Form and in no way does it confirm the Contractor agrees or disagrees with the information above. Signature must be provided back and return to Michelle Nelson at michelle.nelson@fairfaxcounty.gov.

Purchasing Agency

Signature:

Print Name:

Title:

Date:

Contractor

Signature:

Print Name:

Title:

Date:

Incident Report***(Must be completed by a Captain or above)***

Date of Incident:

Witness(s) to Incident:

Date of Contractor Notification:

Method of notification: ☐E-mail (Please attach) ☐Phone spoke with _____
☐In person spoke with _____

Date of Resolution:

Dear Contractor,

Thank you for service to the Fairfax County Sheriff's Office. Please note the following incident has occurred and (requires your immediate resolution or has been resolved and providing a copy of the incident for your records).

Incident:

Contractor Response:

Agency Response:

Note: If a resolution date is provided above the Contractor needs to confirm the information provided is correct, if not, please provide your response in the Contractor Response above with any supporting documentation supporting any errors in the document.

If no resolution date is provided the Contractor needs to either provide a response in the Contractor Response in how you will resolve the incident above or the Contractor may dispute the information above and provide supporting documentation.

Please sign below to confirm receipt of the information above and confirm the Contractor agrees to the information they provided in Contractor Response above. Signature must be provided back and return to Michelle Nelson at michelle.nelson@fairfaxcounty.gov.

Purchasing Agency

Signature:

Print Name:

Title:

Date:

Contractor

Signature:

Print Name:

Title:

Date: