



AMENDMENT TO GUILFORD COUNTY CONTRACT NO. 90002934
Parent Contract No.

THIS CONTRACT is hereby made, entered into, and effective as of July 01, 2023, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and ARAMARK CORRECTIONAL SERVICES, hereinafter referred to as the “CONTRACTOR,” and also collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into a CONTRACT on July 1, 2021, whereby the CONTRACTOR agreed to provide the following goods and/or service(s) to the COUNTY: Food Service for LAW ENFORCEMENT (BID 20004), and

WHEREAS, the initial Contract was for one (1) year(s) with the option to renew for four (4) additional one (1) year renewals and may be revised or modified with a written Contract executed by both Parties;

WHEREAS, on July 1, 2022, the Parties agreed to amend the initial Contract by (a) extending the Contract period from July 01, 2022 through June 30, 2023, with three (3) remaining options to renew; and (b) increasing the pricing of certain goods and services as well as the maximum financial exposure to the County in the total amount of \$1,676,594 and,

WHEREAS, the Parties now wish to further amend the terms of the Contract by (a) extending the Contract period from July 01, 2023, through June 30, 2024, with two (2) remaining options to renew; (b) agreeing to certain increases in the price of the goods and services provided by Contractor as an offset to unanticipated inflationary increases in the cost of said goods and services; and (c) agreeing to reduce from 17 to 15, the number of full-time employees (FTE’s) that Contractor was obligated to provide under the original contract terms.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

1. CONTRACT TERM. Unless terminated as provided herein, the effective period of this Contract is hereby extended from July 01, 2023, through June 30, 2024, under the same terms and conditions as set forth in the initial contract, as amended in the renewal contract effective July 01, 2022 and as further amended below. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. GOODS AND/OR SERVICES AND CHANGES. The Parties hereby agree that the goods and/or services provided by the CONTRACTOR to the COUNTY hereunder will remain the same as included in the initial Contract entered into on July 01, 2021 and as amended on July 01, 2022, except that Section 5.4 (“Personnel Requirements”) of Attachment A to the initial Contract is amended to reduce the total number of FTE’s provided by Contractor from seventeen (17) to fifteen (15) with nine (9) of those FTE’s assigned to the Greensboro Jail Kitchen and the other six (6) FTE’s assigned to the High Point Jail Kitchen..

3. PRICING. As full consideration for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to amend the existing price amounts paid by the County to Contractor and to pay the increased amounts listed in, Attachment A to this renewal Contract. Although this renewal Contract has an effective date of July 01, 2023, Contractor has agreed to delay the effective date of the price increases in Attachment A to August 01, 2023.

4. PAYMENT. Payment will be made to the CONTRACTOR by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

5. PRICE ONLY CONTRACT. The COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services. The financial exposure to the COUNTY under this Contract is not expected to exceed \$1,800,754.49 (which represents a \$124,159.69 increase in the existing maximum exposure of \$1,676,594.80). Payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159.

6. APPROPRIATION. This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C. Gen. Stat. §153A-13.

7. AMENDMENTS. The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

8. TERMINATION.

TERMINATION FOR CONVENIENCE.

COUNTY may terminate this Contract without cause or penalty upon serving a sixty (60) day written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all goods and/or services provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE.

If CONTRACTOR fails to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach continues for a period of more than ten (10) days after COUNTY has notified CONTRACTOR of such breach, COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the CONTRACTOR specifying the effective date thereof. In that event, without limiting COUNTY's remedies for breach, any or all finished and/or unfinished deliverables prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become COUNTY property and CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed and accepted on such deliverables, minus any payment or compensation previously made, and subject to any applicable setoff(s).

9. BREACH. If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost

occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

10. FEDERAL FUNDING – UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

11. PRIOR AGREEMENTS. All other provisions of the initial Contract and subsequent modifications and revisions, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

12. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

(The remainder of this page is intentionally left blank.
This Contract continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Michael Halford Date
Guilford County Manager

Robin B. Keller Date
Guilford County Clerk to Board

**ARAMARK
CORRECTIONAL SERVICES**

ATTEST:

Date
Title: _____
Print Name: _____

Date
Witness
Print Name: _____

This contract does not create an obligation to purchase and, therefore, has not been preaudited. Purchases under this contract shall only be made pursuant to purchase orders, each of which will contain a preaudit certificate.

John Barfield Date
Interim Guilford County Finance Director

Department Director/Designee

Assistant County Manager, Erris Dunston

Guilford County
 Price Page
 Effective July 1, 2023 through June
 30, 2024

		Price per Tray Current Price		Price per Tray Market Basket Increase
Inmate Meals	\$	1.385	\$	(8%) 1.496
Jail Staff Meals	\$	2.596	\$	(2%) 2.650
Trustee Meals	\$	2.770	\$	(8%) 2.992
Pack-Outs	\$	2.836	\$	(6%) 2.836



ARAMARK FY24 RENEWAL COST PROPOSAL FORM
 GUILFORD COUNTY CONTRACT NO. 90002934 (ADULT DETENTION)

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to the Guilford County.

TOTAL PROPOSED COST

Sheriff's Department

(Breakfast, Lunch & Dinner)

2610 Inmate daily eaters (3 meals per day) =952,650 meals for 12- month term	<u>\$1,425,164.40</u>
** \$1.496 per meal **	
180 Staff daily eaters (1 meal per day) =65,700 meals for 12-month term	<u>\$174,105.00</u>
** \$2.65 per meal **	
30 Trustees daily eaters (65,700 meals) for 12-month term	<u>\$196,574.40</u>
** \$2.992 per meal **	
1632 (Pack-Outs) for 12-month term	<u>\$4,910.69</u>
** \$3.009 per pack-out **	

Total Cost: \$1,800,754.49

Cost projections based on a cost increase from FY23 in the following:

- 8%** increase in Inmate Meal cost (Reflected in Attachment A)
- 2%** increase in Staff Meal (Reflected in Attachment A)
- 8%** increase in Trustee Meal (Reflected in Attachment A)
- 6%** increase in Pack-outs costs (Reflected in Attachment A)

A reduction in Aramark's staffing requirements from 17 to 15 FTE's

Proposed FY24 Contract Cost: \$1,800,754.49

Current FY23 Contract Cost: \$1,676,594.80

Total Cost Increase: \$124,159.69