



**THIS CONTRACT is hereby made, entered into, and effective as of July 1, 2020, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and ARAMARK SERVICES, INC., hereinafter referred to as the "PROVIDER," and also collectively referred to as the "Parties."**

**W I T N E S S E T H:**

WHEREAS, the Parties entered into a CONTRACT on August 1, 2016 (contract #00208-07/16-124), and revised it on August 1, 2017, July 1, 2018 and July 1, 2019, whereby the PROVIDER agreed to provide the following goods and/or service(s) to the COUNTY: Food Services for the Guilford County Juvenile Detention Center;

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

WHEREAS, the Parties now wish to modify the terms of the Contract by extending the Contract period from July 1, 2020, through June 30, 2021, with no remaining options to renew.

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.** The effective period of this Contract Renewal for Food Services for the GUILFORD COUNTY Juvenile Detention Center is hereby extended from July 1, 2020, through June 30, 2021 under the same terms and conditions as set forth in the initial Contract, as revised herein. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

**2. GOODS AND/OR SERVICES.** The Parties hereby agree that the goods and/or services provided by the PROVIDER to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties. Certain goods and/or services and pricing provided hereunder are hereby changed as stated in this Agreement, including Attachment A and Attachment B, which are attached hereto and incorporated herein by reference and made a part of this Contract.

**3. PRICING AND PAYMENT.** As full compensation for the PROVIDER'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract, and as stated or revised in this Contract Renewal, as applicable, including Attachment A and Attachment B, which are attached hereto and incorporated herein by reference. Changes in pricing include a 2.35% price based on Consumer Price Index (CPI) Data based on the month of April. CPI Data from the current USDA Consumer Price Indexes, CPI-U and CPI-W, which is used to calculate the annual Contract increase rate, if any, shall be drawn from the "Southeast Region" Data listed in the CPI reports.

Although 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 is not expected to exceed \$207,480.85, and in any event payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159. Payment will be made to the PROVIDER 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.

**4. 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.

**5. PERFORMANCE AND PAYMENT BONDS.** Performance and Payment Bonds are required hereunder in an amount equal to 25% of the total estimated Contract cost for the first twelve (12) month period of the initial Contract, which is \$51,870.21. The Performance and Payment Bonds are to be returned by the PROVIDER to the COUNTY along with execution of this Agreement.

**6. INDEPENDENT CONTRACTOR/INDEMNIFICATION.** PROVIDER shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the PROVIDER or any employee or agent of PROVIDER. PROVIDER is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY.

The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses, and attorney fees resulting from, or attributable to and all of their individual acts or omissions to the extent allowable by law. PROVIDER shall indemnify and hold the COUNTY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or resulting from any acts, errors or omissions of the PROVIDER in performance of this Agreement, except for injuries and damages caused by the sole negligence of the COUNTY.

**7. INSURANCE.** THE PROVIDER will continue to maintain general liability insurance and workers' compensation insurance coverage from an A-rated insurance company acceptable to the COUNTY and at the levels stated in the Specifications (Attachment A) to the initial Contract. GUILFORD COUNTY shall be named as an additional insured on the PROVIDER'S general liability insurance policy, which shall be primary and not contributory to any other insurance that may be available to the COUNTY.

Upon entering into this Agreement, PROVIDER will provide Certificate(s) of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate."

Original insurance policies or certified copies may be required by the COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of this Agreement. Renewed policies and/or updated Certificates of Insurance shall be sent thirty (30) days prior to any expiration date.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY  
DEPARTMENT NAME: JUVENILE DETENTION

With copy:  
GUILFORD COUNTY  
Attention: Risk Management  
301 West Market Street  
Greensboro, NC 27401  
Reference: GUILFORD COUNTY CONTRACT NO. 2021 ARAMARK SERVICES INC.

## **8. TERMINATION.**

**TERMINATION FOR CONVENIENCE.** Either Party may terminate this Contract without cause or penalty upon serving a thirty (30) day written notice to the other Party. 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 PROVIDER within thirty (30) days of date of termination of this Contract.

**TERMINATION FOR CAUSE.** If PROVIDER 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 PROVIDER of such breach, COUNTY shall have the right to terminate this Contract immediately thereafter by giving written notice to the PROVIDER 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 PROVIDER under this Contract shall, at the option of the COUNTY, become COUNTY property and PROVIDER 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).

**BREACH.** If, through any cause, PROVIDER 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 any termination rights that it may have, 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 PROVIDER 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 PROVIDER) and/or procure the contracted for services or goods from other sources and hold PROVIDER responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by PROVIDER shall constitute an act of breach under this Contract.

**9. JURISDICTION.** The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The PROVIDER will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §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. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Exhibit C.

**10. 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.

(This space is intentionally left blank)

**GUILFORD COUNTY**

Robin B. Keller  
Guilford County Clerk to Board

ATTEST/WITNESS:

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President \_\_\_\_\_
Date \_\_\_\_\_

Corporate Secretary \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

(CORPORATE SEAL)

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.

Harley Will  
Guilford County Finance Director

# Guilford County

Annual Price Adjustment

2.35%

	<b>Current Pricing</b>	<b>Revised Pricing</b>
	<b>July 1, 2019 - June 30, 2020</b>	<b>July 1, 2020 - June 30, 2021</b>
<b>Juvenile Meal</b>	\$4.432	\$4.536
<b>Juvenile Staff</b>	\$3.874	\$3.965
<b>Juvenile Snack</b>	\$0.448	\$0.459
<b>Adult Meal</b>	\$1.388	\$1.421
<b>Trustee Meal</b>	\$2.775	\$2.840
<b>Pack Outs</b>	\$2.716	\$2.780
<b>Kosher Meal</b>	\$1.715	\$1.755
<b>Officer Meal</b>	\$2.487	\$2.545
<b>Adult Snack</b>	\$0.448	\$0.459

# U.S. Bureau of Labor Statistics - National Data

ATTACHMENT B

## CPI - FOOD AWAY FROM HOME INDEX \*

### Annual Percent Change by Month

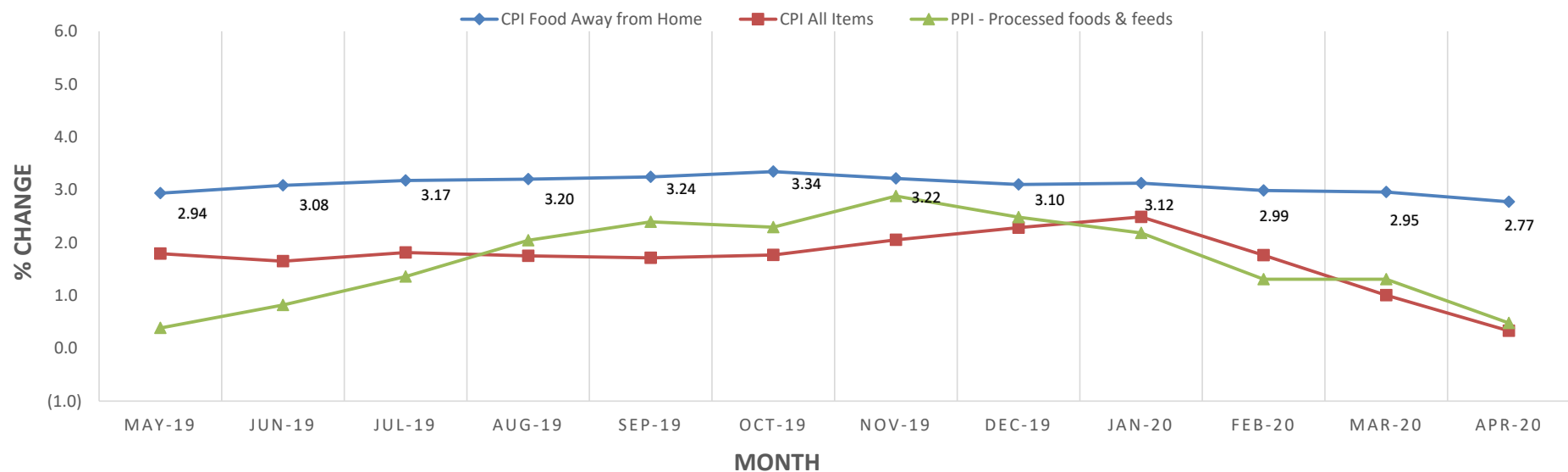
Last 12 Months - Yearly Inflation Percentage

\* Not Seasonally Adjusted

Month	U.S. City Average	Midwest Urban	South Urban	Miami-Fort Lauderdale, FL	Washington-Arlington-Alexandria, DC-VA-MD-WV	San Francisco-Oakland-Hayward, CA	Boston-Cambridge-Newton, MA-NH	Philadelphia-Camden-Wilmington, PA-NJ-DE-MD	New York-Newark-Jersey City, NY-NJ-PA	Chicago-Naperville-Elgin, IL-IN-WI	Atlanta-Sandy Springs-Roswell, GA
May-19	2.94	2.54	3.08		2.17		2.03		2.15	3.57	
Jun-19	3.08	2.73	3.21	1.55		7.42		3.04	2.24	2.98	2.65
Jul-19	3.17	2.80	3.18		2.11		2.04		2.43	3.13	
Aug-19	3.20	3.02	3.17	0.83		5.94		3.17	3.11	3.13	2.94
Sep-19	3.24	2.86	3.09		1.77		2.40		2.87	2.66	
Oct-19	3.34	2.86	3.30	2.25		7.16		2.63	2.89	2.90	3.48
Nov-19	3.22	2.75	3.28		2.39		1.96		2.93	2.83	
Dec-19	3.10	2.75	2.86	1.42		4.95		3.11	3.12	2.48	4.00
Jan-20	3.12	2.58	2.71		3.01		2.69		2.65	2.68	
Feb-20	2.99	2.44	2.32	2.36		6.28		3.54	2.46	2.76	3.60
Mar-20	2.95	2.51	2.39		2.80		2.82		2.24	6.06	
Apr-20	2.77	1.64	2.35	2.91		(31.88)		4.28	3.30	2.08	3.68

## BUREAU OF LABOR STATISTICS

\* CPI index for Urban US City Average



STATE OF NORTH CAROLINA  
COUNTY OF GUILFORD

**AFFIDAVIT REGARDING E-VERIFY**

I, \_\_\_\_\_ (the individual attesting below), being duly authorized by and on behalf of  
ARAMARK SERVICES, INC. (the entity doing business with Guilford County, hereinafter "Employer")  
 after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
  - a. YES \_\_\_\_\_; or,
  - b. NO \_\_\_\_\_
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

Date: \_\_\_\_\_.

\_\_\_\_\_  
 Signature of Affiant  
 Print or Type Name: \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

Signed and sworn to (or affirmed) before me \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_  
 Notary Public

(Affix Official/Notarial Seal)