

**SECOND AMENDMENT TO STANDARD CONTRACT #C102326  
BETWEEN COUNTY OF SOLANO and ARAMARK CORRECTIONAL SERVICES, LLC**

This Second Amendment ("Second Amendment") to Solano County Standard Contract #C0102326 is entered into as of the first day of July, 2019, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Aramark Correctional Services, LLC, ("Contractor") (collectively, "the parties").

**WHEREAS**, the parties entered into a contract dated October 1, 2017 (the "Contract"), in which Contractor agreed to provide County with food management oversight services to include on-site food preparation services at the County Juvenile Detention Facility;

**WHEREAS**, on July 1, 2018 the parties amended the Contract ("First Amendment") to extend the term, amend the Scope of the Contract, update terms to account for changes in the law, and increase compensation.

**WHEREAS**, the parties now wish to amend the Contract to extend the term, amend the Scope of the Contract, update terms to account for changes in the law, and increase compensation by \$235,766.00.

NOW **THEREFORE**, the contract is amended as set forth below.

**1. Contract Front Page.**

**A. Term of Contract.**

Section 2 of contract front page is deleted in its entirety and replaced with:

The Term of this Contract is: July 1, 2019 through June 30, 2020

**B. Amount of Contract**

Section 3 of contract front page is deleted in its entirety and replaced with:

The maximum amount of this Contract is: \$695,430.00.

**2. Model Fixed Price Contract**

- A. Item C "Contract Cost Adjustment" of Section 2 *General Terms and Conditions*, is hereby amended by inserting the following:**

The contract price (which can include General and Administrative Expense and Management Fees) may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home: San Francisco CPI. Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by the County. CPI Fee increases for the upcoming Contract renewal year must be submitted to the County at least 30 days before the existing contract expires.

- B. Item I "Subcontract/Assignment" of Section 2 *General Terms and Conditions*, is hereby deleted in its entirety and replaced with:**

No provision of this Contract shall be assigned or subcontracted without prior written approval of the County. If subcontracts are let, the Contractor should have taken steps to contract with

small and minority businesses, women's business enterprises, and labor surplus area firms when possible.

C. Item P "Penalties" of Section 2 *General Terms and Conditions*, heading "Penalties" is hereby deleted and replaced with "Sanctions"

D. Item W "Breach of Contract" is added to Section 2 *General Terms and Conditions*.

W. Breach of Contract

For the breach of the Contract and associated benefits:

If the Contractor causes the breach, the Contractor assumes liability for any and all damages, including excess cost to the County in procuring similar services, and is liable for administrative, contractual, and legal remedies, as applicable.

E. Subsection X "Penalties" is added to Section 2 *General Terms and Conditions*.

X. Penalties

Costs resulting from County's violations, alleged violations of, or failure to comply with, Federal, State, tribal, local, or foreign laws and regulations are unallowable, except when incurred as a result of compliance with specific provisions of the federal award, or with prior written approval of the federal awarding agency (2 CFR, Section 200.441).

F. Section 4 Food Service Program

Item B-8 "County Responsibilities" is added to Section 4 Food Service Program.

8. The County may not contract with the Contractor to provide only nonprogram food (e.g., a la carte and adult meals) unless the Contractor offers free, reduced price, and paid reimbursable lunches to all eligible children (7 CFR, Section 210.16[a]).

G. Section 5 U.S. Department of Agriculture Foods

1. Item A-5 *Food Service Management Company Responsibilities* is hereby deleted in its entirety and replaced with:

Contractor must use all donated ground beef, and ground pork products, and all processed end products, in the recipient agency's food service, and must use all other donated foods, or commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the donated foods, in the recipient agency's food service (unless the contract specifically stipulates that the donated food, and not such commercial substitutes, be used) (7 CFR, Section 250.51[d]).

2. Item A-6 *Food Service Management Company Responsibilities* is hereby deleted in its entirety and replaced with "Intentionally omitted."

3. Item B-4 is added under Subsection B *County Responsibilities*.

4. The County will not extend or renew any Contract if the Contractor did not fulfill all Contract provisions relating to donated foods (7 CFR, Section 250.53[a][12]).

H. Section 14 “Buy American Requirements” is added under Section 2 *General Terms and Conditions*.

#### **14. Buy American Requirements**

##### **A. Food Service Management Company Responsibilities**

1. The Food Service Management Company (Contractor) must submit statements for all processed agricultural products to the County at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume (USDA Policy Memo SP 38-2017).
2. The Contractor must notify the County in writing at least 10 days prior to delivering a nondomestic agricultural commodity or product and request prior approval for delivery of a nondomestic agricultural commodity or product. This written notification must list alternative domestic substitutes for the County to consider and provide an explanation for the following:
  - a) Why the domestic product is not produced or manufactured in sufficient and reasonably available quantities of a satisfactory quality; and/or
  - b) Why competitive bids reveal the cost of domestic product are significantly higher [25% or higher] than the nondomestic product.

##### **B. School Food Authority Responsibilities**

1. The County shall maintain documentation outlining the justification for supporting their use of an exception to the Buy American requirement prior to accepting nondomestic agricultural commodities or products. This documentation will be kept on file for the term of the contract plus any extensions and three additional school years thereafter. This will be made available during an onsite administrative review and an offsite procurement review.
2. The County shall monitor the contract to ensure that the correct domestic food components contracted for are delivered as required by 2 CFR, Section 200.318(b) unless the Contractor has received prior approval from the County for nondomestic agricultural commodity or product.
3. The County must ensure Contractor’s compliance with the Buy American Provision in accordance with their procurement procedures. These procedures, at a minimum, must include the requirement to include Buy American Provision language in solicitations and contracts as well as the process for requiring Contractor’s to certify the domestic percentage of the agricultural food component of products.

### 3. Exhibit A Scope of Work

A. Item K is added to Section 1 *General Requirements*.

K. Contracting with Small, and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms: The Contractor shall comply with 2 CFR, Section 200.321 (as applicable).

B. Item 17 "Buy American" is added to Section I. *CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING DUTIES:*

#### 17. BUY AMERICAN

The County participates in meal programs that require the use of nonprofit school food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A 'domestic commodity or product' is defined as one that is either produced in the U.S. or is processed in the U. S. substantially (51% or more by weight or volume) using agricultural commodities that are produced in the U. S. as provided in 7 CFR 210.21(d) and 220.16(d). The Contractor must:

1. Submit certification statements for all processed agricultural products. The Food Service Management Company (Contractor) must provide written documentation to the County at the time of delivery for each processed agricultural product certifying that the food product was processed 100 percent domestically and that the percentage of domestic content in the food component of the processed food product is over 51 percent, by weight or volume.

OR:

2. Request County's approval prior to delivering a nondomestic agricultural commodity or product. If the Contractor cannot comply with #1 above, the Contractor must notify the County in writing 10 days prior to delivering a nondomestic agricultural commodity or product. This written notification must include the following:
  - a) Whether the request to deliver a nondomestic food is because the product is not produced or manufactured domestically in sufficient and reasonably available quantities of a satisfactory quality, or competitive bids reveal the costs of a domestic product are significantly higher than the nondomestic product.
  - b) The pricing of both domestic and nondomestic products and/or availability data to justify the use of one of the two allowable exceptions.
  - c) A list of alternative domestic substitutes for the County to consider for delivery instead of the nondomestic agricultural product.

### 4. Exhibit B - Budget Detail and Payment Provisions

A. Item A of Section 1 *Compensation* is deleted in its entirety and replaced with:

A. Maximum compensation for food management and operational services **shall not exceed \$695,430.00**. The Base Year contract amount is \$255,500, the First Amendment contract amount is \$204,164, and the Second Amendment contract amount is \$235,766. Compensation shall include payment for services rendered in accordance with Exhibit A (Scope of Services) payable per the number of actual meals prepared (not to be confused with the number of estimated meals in RFP Guidelines and Instructions) multiplied by the **price per meal of \$3.906** (the "base price per meal") plus \$1.334 per two snacks a day per youth, plus any applicable sales tax, less any credits for the fair market value of U.S.D.A. donated commodity usage and/or penalties.

B. Section 6 *Daily Participation* is deleted in its entirety and replaced with:

**6. DAILY PARTICIPATION**

LINE ITEM	UNITS	RATE	Total Daily Cost	Annual Cost/per Contract term
Breakfast	50	\$ 3.906	\$ 195.30	\$ 71,285
Lunch	50	\$ 3.906	\$ 195.30	\$ 71,285
Snacks**	45	\$ 1.334	\$ 60.03	\$ 21,911
Dinner	50	\$ 3.906	\$ 195.30	\$ 71,285
<b>Contract Total</b>				<b>\$ 235,766</b>

\*\*Snacks rate include two snacks a day per youth


**5. Effectiveness of Contract.**

Except as set forth in this Second Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political  
LLC  
Subdivision of the State of California

ARAMARK CORRECTIONAL SERVICES,

By 

By   
Mark Adams / VP Finance  
5/21/19

APPROVED AS TO FORM

By   
County Counsel, Deputy