

**Genesee County
MI**Adopted
May 4, 2022 9:00 AM**Resolution
RES-2022-295**

Approval of a contract between Genesee County and Aramark, in an annual amount of \$2,342,205.00, to provide inmate food and commissary services; the term of this agreement is May 4, 2022 through May 4, 2025; the cost of this agreement will be paid from account 1010-351.00-762.000 and 2863-351.00-762.000 (Office of Sheriff)

Information**Department:**

Sheriff

Sponsors:**Category:**

Contract Approval

Attachments

Printout

Vendor Pricing Summary

Corp Counsel to add Contract (This file has not yet been converted to a viewable format)

Evaluation Summary

food.and.commissary.services-Jail.prop22-273 - Revised 02.09.22 (This file has not yet been converted to a viewable format)

aramark

Item Discussion

To: Chairperson Bryant Nolden

From: Sheriff Christopher R. Swanson

Document Comments

Earlier this fiscal year, Purchasing released an RFP for inmate food and commissary services. That RFP resulted in two proposals being submitted. An Evaluation Committee was created to review the proposals.

The Evaluation Committee included:

Major William Lanning
Captain Jason Gould
Captain Todd Lanning
Derrick Jones
Denise Moomey

Operations
Jail Administrator
Executive Officer to the Sheriff
Purchasing Administrator
Purchasing Manager

The Proposals were reviewed and evaluated (see attached bid information and evaluations). It is recommended that Aramark be awarded the contract based on the services included in the RFP proposal and results of the evaluation by the Evaluation Committee.

It should be noted, when factoring in the commissary commissions, Aramark was the lowest bidder.

REQUESTED ACTION:

Approval to enter into a contract with Aramark for inmate food and commissary services. This would allow Aramark to provide food and commissary services for a period covering May 4, 2022 through May 4, 2025 in an amount not to exceed \$2,342,205.00. To be paid from Account #1010-351.00-762.000 (Corrections) and Account #2863-351.00-762.000 (City Lockup).

Body

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

LADIES AND GENTLEMEN:

BE IT RESOLVED, by this Board of County Commissioners of Genesee County, Michigan, that the request by the Office of Genesee County Sheriff to authorize entering into an Inmate Food and Commissary Services Agreement between Genesee County and Aramark, whereby Aramark will provide food and commissary services to County jail inmates with services to be performed as fully described in the Agreement, for a three (3) year term commencing May 4, 2022, through May 4, 2025, in the amount of \$2,342,205.00, to be paid from accounts #1010-351.00-762.000 and #2863-351.00-762.00, is approved (a copy of the April 27, 2022, memorandum request, Agreement, RFP documents, and other supporting documents being on file with the official records of the April 27, 2022, meeting of the Governmental Operations Committee of this Board), and the Chairperson of this Board along with the Sheriff are authorized to execute this or a substantially similar agreement on behalf of Genesee County.

BE IT FURTHER RESOLVED, by this Board that the Chief Financial Officer is directed to create any Purchase Orders as needed to comply with this Resolution and the Agreement.

Meeting History

Apr 27, 2022 9:10 AM		Governmental Operations Committee	Committee Meeting
RESULT:	REFERRED TO BOARD [UNANIMOUS]		
MOVER:	James Avery, Commissioner		
SECONDER:	Ellen Ellenburg, Commissioner		
AYES:	Ellen Ellenburg, Bryant Nolden, Shaun Shumaker, Domonique Clemons, Meredith Davis, Gary Peppin, Charles Winfrey, James Avery		
ABSENT:	Debra Newman		
May 4, 2022 9:00 AM		Board of Commissioners	Board Meeting
RESULT:	ADOPTED [UNANIMOUS]		

8/28/24, 12:26 PM

RES-2022-295 Approval of a contract between Genesee County and Aramark, in an annual amount of \$2,342,205.00, to provide i...

MOVER:

Bryant Nolden, Commissioner

SECONDER:

Charles Winfrey, Commissioner

AYES:

Domonique Clemons, Bryant Nolden, Charles Winfrey, Ellen Ellenburg, Shaun Shumaker, Meredith Davis, Gary Peppin

ABSENT:

James Avery, Debra Newman

Powered by **Granicus**



Office of Genesee County Sheriff

SHERIFF CHRISTOPHER R. SWANSON

**UNDERSHERIFF
MICHAEL TOCARCHICK**

1002 S. SAGINAW STREET, FLINT, MI 48502
(810) 257-3407

WWW.GCSOMICHIGAN.COM

To: Chairperson Bryant Nolden

From: Sheriff Christopher R. Swanson

Date: April 27, 2022

Re: Aramark - Contract Agreement

Earlier this fiscal year, Purchasing released an RFP for inmate food and commissary services. That RFP resulted in two proposals being submitted. An Evaluation Committee was created to review the proposals.

The Evaluation Committee included:

Major William Lanning	Operations
Captain Jason Gould	Jail Administrator
Captain Todd Lanning	Executive Officer to the Sheriff
Derrick Jones	Purchasing Administrator
Denise Moomey	Purchasing Manager

The Proposals were reviewed and evaluated (see attached bid information and evaluations). It is recommended that Aramark be awarded the contract based on the services included in the RFP proposal and results of the evaluation by the Evaluation Committee.

It should be noted, when factoring in the commissary commissions, Aramark was the lowest bidder.

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7.E.2

TO THE HONORABLE CHAIRPERSON AND MEMBERS OF THE GENESEE COUNTY BOARD OF COMMISSIONERS, GENESEE COUNTY, MICHIGAN

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BE IT FURTHER RESOLVED, by this Board that the Chief Financial Officer is directed to create any Purchase Orders as needed to comply with this Resolution and the Agreement.

Calculations based on \$683,824 Aramark Gross Sales in 2021

Aramark

Commission represents 56% of sales

iCare represents 44% of sales

COMMISSARY

33 Can you please provide the total gross sales of commissary items sold for the calendar year 2021 (less tax, phone time & indigent items)? \$683,823.93

Per Lauren Kandrac of Aramark: 51% commission paid is everything other than i-Care. iCare sales have represented about 44% of all the total sales.

Aramark	Commission	iCare
Gross Sales (GS)	\$ 683,824	\$ 683,824
% of GS	0.56	0.44
Total of GS	\$ 382,941.44	\$ 300,882.56
Commission Rate	0.51	0.35
Total Commission	\$ 195,300.13	\$ 105,308.90
TOTAL COMMISSARY		\$ 300,609.03
Food cost over 3 years		\$ 2,342,205.00
GRAND TOTAL (food minus comm)		\$ 2,041,595.97

Trinity With Food Service

Trinity	Commission	iCare
Gross Sales (GS)	\$ 683,824	\$ 683,824
% of GS	0.56	0.44
Total of GS	\$ 382,941.44	\$ 300,882.56
Commission Rate	0.39	0.3
Total Commission	\$ 149,347.16	\$ 90,264.77
TOTAL COMMISSARY		\$ 239,611.93
Food cost over 3 years		\$ 2,331,179.66
GRAND TOTAL (food minus comm)		\$ 2,091,567.73

Corp Counsel to add Contract

Attachment: Corp Counsel to add Contract (5461 : Aramark - Contract Agreement)

RFP Evaluation Form - Summary Sheet
22-273
Food & Commissary Services

Vendor	Aramark	Trinity	0	0	0
Local Preference Status	non-local	non-local	non-local	non-local	non-local
Evaluator #1	470	370	0	0	0
Evaluator #2	460	360	0	0	0
Evaluator #3	440	350	0	0	0
Evaluator #4	270	310	0	0	0
TOTAL SCORE	1640	1390	0	0	0
RANK	1	2	3	3	3
with LOCAL PREFERENCE	1640	1390	0	0	0
RANK after preference	1	2	3	3	3

Attachment: Evaluation Summary (5461 : Aramark - Contract Agreement)



GENESEE COUNTY

OFFICE OF FISCAL SERVICES

Purchasing Department
1101 Beach Street, Rm. 361 Flint, Michigan 48502
Phone: (810) 257-3030 Fax (810) 257-3560

Chrystal Simpson
Chief Financial Officer

November 5, 2021
(Updated February 1, 2021)

GENESEE COUNTY REQUEST FOR PROPOSAL (RFP) #22-273

Sealed proposals will be received until **2:00 p.m. (EST), Thursday, February 24, 2022** at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **Food and Commissary Services for the Genesee County Jail** as requested by Genesee County Sheriff Department.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

A pre-bid meeting will be held on Thursday, January 27, 2022 at 10:00 AM (EST) in the Genesee County Jail, 1002 Saginaw St, Flint, MI 48502. This pre-bid meeting will afford firms the opportunity to obtain information about this request as well as tour the facility and ask any questions directly related to this solicitation. **A mask is required to enter this facility and you may be subject to a temperature check.**

Each offeror is responsible for labeling the exterior of the sealed envelope containing the bid response with the bid number, bid name, bid due date and time, and your firm's name. The bid request number and due date for this RFP are:

DUE DATE:	2:00 PM (EST), Thursday, February 24, 2022
DUE DATE FOR QUESTIONS	Tuesday January 25, 2022 before 5:00 PM (EST)
PRE-BID MEETING:	Thursday, January 27, 2022 @ 10:00 AM
POST MEETING SUBMISSION OF QUESTIONS:	Friday, January 28, 2022, before 5:00 PM (EST)
BID REQUEST NUMBER	#22-273

Denise Moomey

Denise Moomey, Purchasing Manager

bid2\2022\22-273
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

www.gc4me.com

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RFP #22-273 FOOD SERVICES AND COMMISSARY FOR DETAINEES

INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **2:00 p.m. (EST), Thursday, February 27, 2022**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., closed holidays and furlough days, check website for closed days. Label the envelope containing the bid response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
3. **Submit one (1) original, one (1) paper copies and one (1) electronic copy of our proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the bid response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your bid.
4. All submissions will be time stamped by an individual within the Office of Fiscal Service Department. The only acceptable evidence of the time of receipt of the submissions is that of the time clock that resides within said department. It is each Proposer's responsibility to insure that their proposal is time stamped by the Fiscal Services Department by the deadline. This responsibility rests entirely with the Proposer, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. Local Time, Monday through Friday, legal holidays as exception.
5. The County Building will be open for vendors to drop off their submissions. Upon entrance, please proceed to Rm. 361 to drop off your proposal. Effective June 28, 2021, the County offices do not require screening or mask use in vaccinated or unvaccinated employees or visitors, except in healthcare settings where masks are required regardless.
6. Michigan Inter-governmental Trade Network – an alternate review of RFP can be done at <https://www.bidnetdirect.com/mitn> under the bid's number and title.
 - Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) and will post their bid opportunities to this site. As a vendor, you can register with Michigan Inter-governmental Trade

Network (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available proposals and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call Michigan Inter-governmental Trade Network support department toll free 1-800-835-4603.

7. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of bid.
8. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
9. After the award is made to the successful proposer, the County and the successful proposer will negotiate final terms that substantially conforms. Any exceptions to the terms and conditions of this RFP must be clearly set forth in your bid and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your bid. If your company requires that the County execute one of your company's agreement, the agreement must be included in your submission. The agreement will be subject approval from the County Risk Management Department and Corporate Counsel.
10. The County of Genesee requires a signed Genesee County Insurance Checklist with each bid submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to indemnify and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

11. Preference for Genesee County Businesses and Veteran-Owned Businesses: Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive bids, Preferred Businesses shall be afforded an additional five

(5) percent of the total evaluation points up to a maximum of five (5) points.

12. **Bid Format:** Proposals must be submitted in the format outlined on page eight. **INFORMATION REQUIRED FROM PROPOSERS** to be deemed responsive.

STANDARD TERMS & CONDITIONS

1. Review Genesee County website, Purchasing Department for Standard Terms and Conditions by going to the following link.
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%`16.pdf>

ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County ("the County") is soliciting proposals from Vendors to provide Food Service and Food Service Management at the Genesee County Jail.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Sheriff Office. The contact person is Denise Moomey, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3195, and dmoomey@geneseecountymi.gov. Email is the preferred method of contact.
3. **Bid Bond:** A bid bond is required upon submission of bid. Contractor must furnish a bid bond or cashier's check (payable to Treasurer, County of Genesee) equal to five percent (5%) of the total amount of the submitted bid price.
4. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than, **Tuesday, January 25, 2022 before 5:00 p.m. (EST)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP, and please entitle the subject line of your e-mail as follows: Question(s) for RFP #22-273. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
5. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for bid submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
6. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined on page 8, **INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one

of the paper proposals must be signed with an original signature of the official authorized to bind the proposer to its provisions.

7. **Validity Period:** Any bid submitted as a result of this Request for Bid shall be binding on the proposer for 120 calendar days following the due date.
8. **Disclosure:** All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and **received no later than noon, Thursday, February 27, 2022** to the Genesee County Purchasing Department as listed above.
9. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the bid. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
10. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the bid of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
11. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of bids.
12. **Right to Reject:** Genesee County reserves the right to reject any and all proposals received in response to this RFP. Receipt of any proposal shall under no circumstances obligate the County to accept the lowest dollar proposal. All proposals received become the property of the County and shall not be returned.
13. **Errors, Omissions, and Discrepancies:** If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the RFP prior to submitting a bid or it shall be waived.
14. **Best and Final Offers:** Discussions may be undertaken with those proposers whose bid has been determined to be reasonably susceptible of being selected for award. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best

and final offers.

15. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
16. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel and employees perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose and liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.
17. **Termination for Misrepresentation:** If the successful proposer receives a contract and is subsequently found to have misrepresented and information in its bid and/or Best and Final Offer submission, the contract may be terminated at the discretion of Genesee County.
18. **Acceptable Deviations:** The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
19. **Local Preference for Genesee County and Veteran Owned Businesses:** Unless the funding source for the contract prohibits such preferences, within 5 business days of proposal opening, if the lowest responsive responsible proposer is not a Genesee County Business or a Veteran-Owned Business, a Genesee County Business or Veteran-Owned Business who has submitted a responsive proposal that is no more than 5% higher than the lowest responsive proposal may submit an amended proposal to the Purchasing Manager. In the event that there are multiple Preferred Businesses that would qualify for an opportunity to submit an amended proposal, only the Preferred Business submitting the lowest qualifying proposal may submit an amended proposal. A Preferred Business who is the lowest responsive responsible bidder may not amend their proposal pursuant to this section. Amended proposals submitted by Preferred Businesses in this manner shall be considered along with other responsive proposals submitted by responsible proposers.
20. **News Release:** News releases pertaining to this RFP or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.

QUALIFICATIONS OF PROPOSERS

In order to qualify for submitting a bid, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.

At a minimum, prospective proposers shall meet the following requirements for submission of a proposal:

1. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
2. Five years successful experience operating a food service and/or commissary service in a Michigan correctional institution serving a minimum of 1,860 meals per day.
3. A list of present and past contracts. List must indicate any lost contracts in the state of Michigan.
4. Have proven ability for a contract start-up within thirty (30) days of the fully executed contract.

If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the bid submission, Genesee County shall not consider its bid for award.

INSURANCE INFORMATION

Should your proposal be successful, the County will require insurances according to the specifications in this RFP and may be provided prior to any Award as a result of this RFP. See insurance checklist forms for requirements. Genesee County must be listed as an additional insured on any insurance certificate issued due to any award subsequent to this RFP.

Insurance requirements vary from one RFP to another, due to distinct and different Scopes of Services. Each checklist is labeled with a corresponding RFP Number and Title and, therefore, must be executed separately for each RFP.

REVISED INFORMATION REQUIRED FROM PROPOSERS (BID FORMAT)

1. NON-RESPONSIVE BIDS

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP
- B. The proposal does not follow the specified format as presented in this section
- C. The proposal is not adequate to allow a judgment by the reviewers

2. RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:

- A. Completion of the REVISED "Cost Proposal Form" and/or information on cost to provide services – see page 15
- B. Completion of the "Signature Page" form – see page 18
- C. Completion of the "Insurance Checklist" form – see page 19
- D. Completion of "References" form – see page 20
- E. Narrative about the company
- F. Bid / Performance Bond – see page 5, item #3
- G. Four (4) week cycle menu with clearly defined descriptions of food items
 - Menus submitted in the proposal must include clearly defined descriptions of food items.
 - Ground meat to be served must be indicated on the menu – for example, if ground turkey is to be utilized in a casserole, it must be indicated on the menu.
 - Condiments to be served must be included on the menu.
 - Minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the Jail Administrator.
 - Menus shall provide a minimum of one (1) fruit or fruit equivalent (1/2 cup) serving per day (which will count as one of the five minimum fruit and vegetable portions).
- I. Implementation Plan – Vendor shall provide a detailed implementation plan for installation and/or transition of food and commissary services. The implementation plan shall include specific tasks that will be required to complete the implementation process of the food and commissary services. The initial implementation of the commissary services must be completed within 60 days from the execution date of the Agreement. If vendor's proposed implementation plan should exceed this timeframe, vendor shall include explanation of the variance.
- J. Transition Plan – Plan stating vendor's requirement along with expectation of the County.
- K. Project Plan – Project Plan shall be divided into appropriate sections, and information submitted shall be concise and easily found. The following information shall be included in the Project Plan:
 - Provide a brief description of your firm including location(s), office locations, size of firm, and financial stability (annual public reports or private financial statements shall be included in an appendix or under separate cover; private financial information shall be kept confidential by the County.
 - Ability of the firm to meet or exceed the requirements defined in the RFP.
 - Describe/summarize the firm's relevant experience. Include a maximum of 5 relevant projects with similar services, timelines and/or magnitudes, as applicable.

L. Key Personnel

- Describe number and nature of professional staff available for this project.
- Provide an organization chart with anticipated staff and key personnel (include food service manager) that shall be assigned to the project. Provide a resume of experience of the food service manager that would be assigned to the County. State the number of supervisory staff assigned per shift and explain their responsibilities. The County may request additional and/or updated information about the personnel prior to performing work.
- Provide current and projected workload.
- Describe/summarize key personnel's relevant experience and role in the project. Include relevant projects with similar services, timelines and/or magnitudes, as applicable (this may include experience with a different company).
- Summarize/list applicable qualifications, licenses, training and/or certifications of key personnel. The County may request proof of the listed training, certifications, and/or licenses prior to performing work.

M. Provide a summary narrative describing the Vendor's understanding and approach for completing the proposed work as described in this RFP.

EVALUATION & SELECTION PROCEDURE

It is the intent of the Genesee County to conduct a comprehensive, fair, and impartial evaluation of proposals received. Award shall be made to the lowest responsive, qualified proposer for the work referenced in Section 6.

Evaluation Criteria	Possible Points
Compliance with RFP Instructions	10
Qualifications	30
Financial Stability	20
References	10
Cost Proposal	30
Total Possible Points	100

SECTION 1 – FOOD SERVICES

INTRODUCTION AND PURPOSE

The Genesee County Jail currently provides food service for approximately 620 detainees each day. It is expected that around 1,860 meals will be served daily to detainees. An outside food services management contract for this location has been in place since 2001. The County is seeking a Food Service Contractor to provide Food Service and Food Service Management at the Genesee County Jail Facility.

SCOPE OF WORK

Responsibility of County

Among other duties detailed in the Agreement and other Attachments, the County shall be responsible for and provide:

- 1) Accurate and timely orders for the number of meals to be served to detainees within two (2) hours of the time for meals to be served.
- 2) Provide adequate ingress and egress to all production areas.
- 3) Adequate heat, lights, ventilation, and all other utilities
- 4) Extermination services and removal of trash and garbage from loading dock areas.
- 5) General maintenance to the building structure including, but not limited to, the maintenance of gas, water, sewer, ventilation, lighting, air conditioning, refrigeration, duct work, floor coverings, and wall and ceiling surfaces. The County's maintenance does not include day to day cleaning operations in the kitchen area.
- 6) Adequate preparation, storage, and holding equipment and maintenance.
- 7) When possible, an available number of detainees for certain kitchen duties.
- 8) Security, control, and limitation of detainee movement into and out of the food service area, including physical security of employees, suppliers, and other authorized visitors.
- 9) Routine maintenance of kitchen appliances and equipment.

Responsibility of Contractor

Among other duties detailed in the Agreement and other Attachments, the Contractor shall be responsible for all costs of operation as necessary to prepare and serve adequate food service to Genesee County Jail detainees as well as those necessary to maintain the portions of the facility used by the Contractor, including being responsible to provide:

- 1) Consumable supplies and food products, which are required for food service operation and which will remain the property of the Contractor.
- 2) Costs of labor and personnel hired by the Contractor including all necessary wages, fringe benefits, payroll taxes.
- 3) Insurances, permits, fees, licenses, etc. necessary for Contractor to legally perform and carry out its services and to do business in the State of Michigan and the County of Genesee.
- 4) All necessary facility inspections, permits, and licenses to operate the food service program in a timely manner.
- 5) Non-durable kitchen supplies, uniforms, etc. incidental and necessary to its food service operation.
- 6) Adequate staffing duties and chemicals, soaps, and detergents necessary to maintain

standards of cleanliness and sanitation of food facilities required by federal, state, or local regulations.

7) Train detainee workers to achieve Serve Safe Certification.

The Contractor is responsible for meeting or exceeding the standards set forth below:

Food

Food is received, stored, and prepared at the Facility located at 1002 South Saginaw Street, Flint, Michigan 48502. Meals are served at the Facility and sack lunches are prepared at the Facility for transportation to detainees off site.

Contractor will purchase, receive, store, prepare, produce, serve and/or package food to meet the prescribed menu for each meal. Contractor will warrant that all meals will be served at appropriate temperatures and in a manner that makes them palatable and visibly pleasing complete with condiments (dressing, sugar, salt, pepper, catsup, or mustard) where indicated.

Meal Preparation

Meals shall be prepared three (3) times per day with preparations completed and Meals shall be served no later than the times indicated below. The Contractor shall also be prepared to provide meals to detainees located in the infirmary, custody units, and individual rooms. No more than fourteen hours shall elapse between the evening and breakfast meals.

The County will provide Contractor with an inventory of equipment available at the Facility. Upon termination of the Agreement, Contractor shall return to the County all premises and equipment that furnished by the County in the condition in which it was received except for ordinary wear and tear, or will replace items if missing, discarded, or misused.

Pre-Meal Preparation

Contractor shall be responsible for preparation and set-up of serving locations prior to meals. All final preparation shall be accomplished within four hours prior to serving time. Contractor shall allow one (1) hour before feedings to set up food line.

Detainee Complaints

Complaints from detainees regarding food service must be processed at least daily and trained personnel of the Contractor shall act upon all complaints. Further, the responsible food service director, manager or supervisor shall determine the appropriate mechanism to be utilized for specific categories of complaints keeping with the procedures proposed by the Contractor and approved by the County. In addition, the Contractor shall make provisions for methods to monitor detainee preferences and to make acceptable adjustments.

Number of Meals

The average daily population is approximately 624 and the maximum population is 675. Detainees in the Facility are to receive hot meals and detainees at the Flint City Lockup, Work Detail program, and those going to Court, all receive sack lunches. In the past 12 months 676,142 hot meals and 47,323 sack lunches were served.

The County shall notify Contractor of the actual number of meals ordered each day at a mutually agreed upon time prior of meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service.

Documentation of Meals Served

Documentation of all meals served including substitutions shall be maintained by the Contractor and provided to the Jail Administrator in the Operating Report. See Agreement paragraph 3.1.

Meal Times*:

Breakfast - 6:00 a.m.

Lunch - 11:00 a.m.

Dinner - 3:30 p.m.

Menu Analysis

A registered dietitian shall certify the detainee menus with a signed nutritional compliance statement for the age and sex of the population. A copy of the dietitian's ADA registration card shall be submitted to the County upon request.

A registered dietitian will approve all menus prior to service and annually thereafter. All meals served shall meet all current standards as established by 1) The American Correctional Association, 2) The Food and Nutritional Board of the National Academy Science as prescribed for detainees, and 3) The State of Michigan.

Menus*

All meals shall be rotated to provide a variety and in sufficient quantity and quality to satisfy the needs of the population. Menus shall be posted in advance. Posted menus shall be adhered to unless an emergency situation arises. Menu cycle will run no less than four (4) weeks, twenty-eight (28) days. Each week will include twenty-one (21) meals. Menus shall be planned in advance by the Contractor and will follow the four week cycle pattern for the period planned. Menus for the period covered will provide sufficient variety and shall be designed with the detainee population in mind.

The menu shall be planned with products and recipes with proven detainee acceptability. The Contractor shall include a variety of food flavors, textures, temperatures, and appearances. Contractor shall serve meals at appropriate temperatures and in a manner that makes them palatable, neat, and visibly pleasing.

All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference Intakes for adult males and females as established by the National Academy of Sciences and meeting any and all requirements of the Michigan Department of Corrections, National Commission on Correctional Health Care and the guidelines prescribed by the American Correctional Association in "Standards for Adult Local Detention Facilities".

Detainee menus shall be comparable to and consist of the following:

Breakfast Menu

All breakfasts shall include:

1. Juice or fruit serving
2. Cereal
3. Hot entree with either 2 eggs or meat, bread, pancake type item, pastry item, biscuits (6% maximum dry soy is the only non-animal protein source allowed. Bean and peanut butter meat replacements are not counted.)
4. Margarine; milk; coffee; sugar; salt & pepper.

All breakfasts shall include at least three (3) main items in addition to bread type items, beverages, and condiments. Plain meat entrees shall not be accompanied by only a plain bread. A pancake

pastry type item or potato accompaniment is required with plain meat items.

Lunch Menu

All lunches shall include:

1. Entree with meat/cheese (6% maximum dry soy is the only non-animal protein source allowed. Bean and peanut butter meat replacements are not counted.)
2. Soup or salad
3. Starch or vegetable side dish; bread type item; margarine 28
4. Dessert; beverage; salt and pepper

All lunches shall include at least 4 main items in addition to bread type items, beverage, and condiments. A casserole type entree cannot be counted as two items.

Dinner Menu

All dinner meals shall include:

1. Entree with meat/cheese (6% maximum dry soy is the only non-animal protein source allowed. Bean and peanut butter meat replacements are not counted.)
2. Vegetable or salad
3. Starch or vegetable side dish bread type item; margarine
4. Dessert; beverage; salt and pepper.

All dinners shall include at least 4 main items in addition to bread type items, beverage and condiments. A casserole type entree cannot be counted as two items.

*The County, through the Jail Administrator, reserves the right to modify the proposed meal times, in writing.

Food Quality

All foods served shall be wholesome and free from spoilage and decay. Contractor staff shall monitor cooking temperatures and cooking time to be regulated in order to retain nutrients and to serve palatable and attractive food. All food items purchased by the Contractor in connection with this Agreement shall meet and comply with all local, County, State, and Federal codes, regulations and laws. All institutional meat purchases must meet the "General Requirements" as formulated by the U.S. Department of Agriculture. All applicable items must have grading certificate.

Nutritional Requirements

Menus will provide an average of 2700 calories per day in addition to all required nutrients. Each item on the menu shall have specific nutritional values based on recipes that will be used in the facility. For example... the specific calories, protein, fat, sodium, calcium, iron, and vitamins in the recipe that will be used for Beef, Macaroni, and Tomatoes and all other meal items shall be separately identified on the computer analysis. Contractor shall conduct menu evaluations at least quarterly by facility food service supervisory staff to verify adherence to the established basic daily servings.

Fruit and Vegetable Requirements

To assure a minimum level of menu quality, at least five 1/2-cup fruit and vegetable equivalents are required each day on the menu. USDA School Lunch Buying Guide shall be used to determine qualifying equivalents. A minimum daily variety of four different fruits and vegetables shall be used to meet the requirement. As specified by the guide, items such as fruit drink, rice and noodles do not qualify.

Meat Requirements

Menus can be developed that are nutritious and acceptable without these requirements, but are

subject to Jail Administrator approval. The Contractor shall ensure that:

- 1) Whole muscle meat (Chicken Quarters), is required, and is offered at least once per month.
- 2) Pork and pork-derived products are not permitted on any menu in Facility.
- 3) Ground meat items like taco filling, meat sauce for spaghetti, etc. should be made with ground turkey.

All institutional meat purchases must meet the "General Requirements" as formulated by the U.S. Department of Agriculture. All applicable items must have grading certificates.

Grade minimums for food items shall be as follows:

Seafood - U.S.DA Grade A or better
 Poultry - U.S.DA Grade A or better
 Pork – (not to be served at the Facility)
 Vegetables (canned) - Extra Standard or better
 Fruit (canned) - Extra Standard or better
 Beef - U.S.DA Good or better
 Eggs - U.S.DA Grade A medium
 Fresh Fruits and Vegetables - U.S.DA Grade A
 Dairy Products and Cheese - U.S.D.A. Grade A
 Ground Beef - U.S.DA Utility or better, not to exceed 25 percent fat.

Sack Meals

These meals are in place of regular detainee meals and are provided to detainees in the Flint City Lockup, Work Detail program, and those going to Court. Sack meals are to meet the same nutritional requirements as other meals. Sack meals are to be billed at the same pay rates as tray meals.

Medical & Religious Diets

Contractor shall provide for, at no additional cost, religious and medical diets conforming to special religious or physician-ordered specifications.

The most common medical and religious diet orders are: Diabetes, cardiac, and Kosher.

Holiday Meals

Special holiday meals, as determined by the Jail Administrator, will be served. A minimum of five (5) spirit lifter meals shall be provided annually, including Easter, Thanksgiving, Christmas, and New Year holiday periods and one (1) meal to be scheduled at the discretion of the Jail Administrator. The Contractor shall have policies for serving special meals (spirit lifters) on holidays. Proposed menus and holidays shall be identified and agreed to by the Parties. All such meals shall be provided at contract rates.

Plan for Product Wholesomeness

All meat products shall be purchased from suppliers using HACCP (Hazard Analysis Critical Control Point) programs. All food items will be purchased from facilities and manufacturers that meet all applicable federal and state regulations for food safety, use only industry "best practices" to assure wholesomeness and maintain appropriate liability insurance on their products.

Avoid excessive fat calories

To avoid excessive fat calories, and provide more stomach filling bulk on the menu, portions for margarine, butter, salad dressing, and mayonnaise shall be restricted on the menu. A maximum of 1/2 oz. shall be used as a margarine or salad dressing portion. Sandwich meals shall include

appropriate mustard and catsup condiments, and not unnecessary margarine.

Donated Commodities

Contractor agrees to make the fullest use of the USDA donated commodities when they are available, wholesome, and appropriate for menu purposes. Contractor reserves the right to refuse acceptance of any such commodities that are contaminated or in excessive amounts. The utilization/control of USDA donated commodities is subject to the following requirements:

- 1) Contractor will properly handle, store, and prepare all commodities.
- 2) A weekly inventory shall be taken of all commodities by the Contractor. The report shall include for each USDA donated commodity, the commodities on hand at the beginning of the week, the quantity used, the quantity lost due to spoilage, theft, or shrinkage, and the balance at the end of the week.
- 3) Commodities received will be used solely for the benefit of those persons in the facilities.
- 4) Contractor shall credit to the County's invoice, the fair market value (add "as determined by the USDA published rate") to each commodity item used for the period, deducting therefrom, shipping and handling charges actually incurred.

Additional Food Services

The Contractor shall agree to provide any additional food services, such as employee meals, as mutually agreed upon at prices mutually agreed to, in writing, by the Contractor and the County.

REVISED COST PROPOSAL FORM

PROJECT: RFP #22-273 Food and Commissary Services for Detainees

The undersigned proposer, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following bid effective for thirty (36) months:

DETAINEE UNIT COST:

	Breakfast Unit Cost	Lunch Unit Cost	Dinner Unit Cost	Daily Unit Price (average A1- C1)	Total Cost for Detainee Meals (Daily Unit Rate x 365 days x 620 Detainees)
Year 1					
Year 2					
Year 3					
Grand Total*					

*Vendor will provide a 5% Bid Bond on the Grand Total and a Performance Bond based on this total.

RATE OF COMMISSION ON COMMISSARY: _____ %

A **BID SECURITY** in the form of a certified check, cashier's check or Bid Bond made payable to Genesee County in the amount of 5% of your bid total shall accompany your bid. The successful Vendor will be required to furnish a 100% Performance Bond.

NAME OF BIDDER: _____

SERVICE ADDRESS: _____

CITY, STATE, ZIP _____

CONTACT PHONE: _____

CONTACT EMAIL: _____

Attachment: food.and.commissary.services-Jail.prop22-273 - Revised 02.09.22 (5461 : Aramark - Contract Agreement)

SECTION 2 – COMMISSARY SERVICES

Responsibility of County

Among other duties detailed in the Agreement and other Attachments, the County shall be responsible for and provide:

- 1) Adequate ingress and egress to all commissary services areas.
- 2) Adequate heat, lights, ventilation, and all other utilities.
- 3) A mutually agreed upon delivery schedule that works in the best interest of Jail
- 4) Correctional Officers assigned to the housing areas will provide access for delivery of each detainee's commissary order.

Responsibility of Contractor

Among other duties detailed in the Agreement and other Attachments, the Contractor shall be responsible for all costs of operation as necessary to provide commissary services to Genesee County Jail detainees as well as those necessary to maintain the portions of the facility used by the Contractor, including being responsible to provide:

- 1) Provide, purchase and maintain custody of inventory items mutually agreed upon between the Contractor and the County. Provision of service must be onsite.
- 2) Provide a financial system that interfaces with Global Tel Link (GTL) and the jails JMS (currently Premier One, but may change to Tyler New World) as it relates to housing assignments. This would provide functionality to pay for ordered commissary, post bonds, pay court fines, pay fines for damage in the facility, pay for booking fees, pay for bond fees, and accept funds from friends or family in the form of internet payments, on-site credit cards, checks or money orders. This system should also have the ability to run reports specific to a particular inmate, specific to a date range, and specific to types of withdraws. In addition, this system should have the ability to release inmates via a printed check or a debit card, the ability to credit detainees for detainee orders that have been placed, but not filled in the event they are to be released. Documentation of all detainee transactions shall be tracked with signature, date, and time information.
- 3) Kite system with the ability to interface with GTL as it relates to the housing assignments of the detainee. This system should be able to electronically send emails to a configurable list of recipients based on the services requested by the detainee.
- 4) Provide a check for the proceeds of each month's activity within thirty (30) days after the end of that month, using agreed upon calculations.
- 5) Provide packages of basic need items to those detainees who are "indigent" as designated by the County. These packages shall be provided at Contractor's cost and will be paid for directly by the County.
- 6) The Contractor shall furnish all personnel and equipment required to operate the commissary at all current and future County correctional facilities as required by the County. Contractor shall assume full responsibility for the acts of its personnel, all of whom shall be subject to background checks and approval by Sheriff's personnel.
- 7) Contractor shall provide an on-site manager to oversee the commissary operation and will interact with designated Sheriff's liaison.
- 8) Contractor shall provide for refunds for orders not delivered to detainees who are being

released or are otherwise unavailable to receive merchandise.

9) Contractor shall have commissary make-up times for those detainees that are out to court when their regular housing area is scheduled for commissary delivery.

10) The Contractor shall provide a commissary order form listing all approved items and prices.

11) The delivery schedule must be mutually agreed upon between the Contractor and Jail Administrator, and may be subject to change. Delivery will be accomplished by Contractor personnel. Commissary delivery is scheduled with jail operations so that it does not interfere with the following:

- Meal Times
- Clinic/Med Pass
- Officer Shift Change

General Information

The Facility offers the detainees the opportunity to order from the Commissary twice per week with a maximum spending limit of \$100.00, twice per week. This service is available to the jail population of approximately six hundred twenty-four (624) detainees. There is on-site space available for utilization for the Commissary.

Weekly, indigent commissary packages are offered to those detainees classified as indigent. An indigent package contains: one (1) .5 oz. deodorant, one (1) .6 oz. toothpaste, one (1) golf pencil, 2 legal size stamped envelopes, and two sheets of lined paper. Current indigent population averages 150 per week.

See Exhibit C for a list of items offered in the Commissary.

Commissary items are available to all male and female detainees including but not limited to hygiene products, writing materials, games, candies and limited clothing items. The jail commissary does not sell phone cards. Items cannot be added, deleted or changed in brand names, container, price or packaging without prior written authorization of the Jail Administrator.

Commissary System Requirements

The Contractor shall provide hardware and software for a computerized commissary system to keep accurate and complete records of all commissary activity. Contractor will be responsible for all IT costs associated with their computerized commissary system. Contractor will be responsible for withdrawing funds from the detainee's account and will provide reporting that will be reconciled with County employees.

The System shall adhere to generally accepted accounting principles and provide a complete audit trail of all transactions. It must allow for both scheduled and unannounced audits. See also Agreement Paragraphs 1.5 and 1.6.

Pricing

- Provide pricing on items being proposed in proposal response. Prices must not include sales tax or federal excise tax.

- Provide multiple percentage discount structure and specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- If Vendor has existing cooperative contracts in place, Genesee County requests equal or better than pricing to be submitted.
- Vendor will list all pricing and costs clearly within their response. No hidden or misrepresented fees will be paid.
- Pricing must reflect Net 30-day payment terms. Vendor should include any quick payment incentives being offered.

Commissions/Incentives

- Assume Genesee County Jail is to receive an expected commission rate of 39% generated from gross revenue of commissary sales.
- If offered, provide proposed signing bonuses/incentives.

SIGNATURE PAGE - RFP #22-273

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from bid due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFP:

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this bid.

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Bid.

Exceptions to Solicitation and/or Standard Contract: NO _____ YES _____ (include attached statement)

Name (typed): _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Date: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME

POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE

FAX

GENESEE COUNTY INSURANCE CHECKLIST

PROFESSIONAL SERVICES CONTRACT FOR:

RFP #22-273 – Food and Commissary Services for
Detainees

Coverage Required Limits (Figures denote minimums)

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 3. General Liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input checked="" type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non- owned
<input checked="" type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$1,000,000 BI & PD and PI

☒ 8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

☐ 9. Other insurance required:

☒ 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

☒ 11. The certificate must state bid number and title **22-273 – Food and Commissary Services for Detainees**

Insurance Agent's Statement

I have reviewed the requirements with the bidder named below. In addition:

☐ The above required policies carry the following deductibles:

☐ Liability policies are occurrence claims made

Insurance Agent

Signature

Prospective Contractor's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

Contractor Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

REFERENCES

List 3 references of similar projects

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Company/Client:	Contacts:
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

Attachment: food.and.commissary.services-Jail.prop22-273 - Revised 02.09.22 (5461 : Aramark - Contract Agreement)

INMATE FOOD & COMMISSARY SERVICES AGREEMENT

This Agreement for Inmate Food Services (the "Agreement") is by and between the County of Genesee, a Michigan Municipal Corporation and Body Corporate, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and [Contractor Name], a [State] [Entity Type], whose principal place of business is located at [Contractor Address] (the "Contractor") (the County and the Contractor together, the "Parties").

RECITALS

WHEREAS, the County, through the Office of the Genesee County Sheriff ("Office of the Sheriff" or "Sheriff"), is charged by law with the responsibility for obtaining and providing food for inmates/prisoners (the "detainees") of the Genesee County Jail (the "Facility"); and

WHEREAS, the County has issued a Request for Proposals (RFP #21-261) seeking a servicer to deliver and maintain Food Services and/or Commissary Services for the Genesee County Jail that conform with all applicable laws and standards including: established National Commission of Correctional Healthcare standards, and Michigan Department of Corrections Administrative Rules for County Jails and Lockups; and WHEREAS, the County and the Contractor have negotiated the terms as provided in this Agreement; and

WHEREAS, [Contractor Name] is in the business of providing correctional food and/or commissary services of this type, with a focus on county jails, and desires to provide such services for the County and the Facility under the terms and conditions hereafter; and NOW, THEREFORE, in consideration of the covenants and promises made hereafter, the Parties agree as follows:

1. SERVICES

1.1 General. The County hereby contracts with Contractor to provide for the delivery and acceptance of food, preparation, and service of meals (including sack, holiday, medically required, and religious meals) and commissary services to individuals under the physical custody and control of the County at the Facility and the Contractor enters into this Agreement according to the terms and provisions hereof.

1.2 General Scope of Services. The responsibility of the Contractor to provide meals to a detainee commences with the booking and physical placement of said detainee into the Facility. Contractor shall provide meals and commissary services set forth herein for all persons committed to the physical custody of the Facility. See also the attachments to this agreement, incorporated by reference. This Agreement shall take precedence over any attachment, where and only to the extent that, any attachment conflicts with the language and duties of this Agreement.

1.3 Detainees outside the Facility. Detainees on any sort of temporary release, including, but not limited to, those temporarily released for the purpose of attending funerals or other family emergencies, those on escape status, those on pass, parole or supervised custody who do not sleep in the Facility at night, will not be included in the

daily population count, and will not be the responsibility of the Contractor with respect to food service but shall be the responsibility of the Contractor with respect to commissary services until the detainee is officially released from Facility custody.

1.4 ServSafe Training. The Contractor will be responsible for training detainees in proper food handling and service up to and including cooperating in training detainees to obtain ServSafe Food Certification.

1.5 Commissary Software Banking. Contractor shall provide banking software, for use at the Facility, that interfaces with the current software program(s) in use at the Facility. Contractor shall use the software to assist the Facility in providing bank like services to detainees as described below. Contractor shall allow access of the software data and reports to Facility employees for authorized purposes. The banking software shall be capable of and the Contractor shall provide:

- a. Numbered electronic accounts to each detainee in the Facility;
- b. Withdrawal functionality to facilitate detainee payments for ordered commissary, bonds, court fines, fines or damage done to the Facility, booking fees, bond fees, etc.;
- c. Deposit functionality to enable detainees to accept funds into their accounts from internet payments/deposits, credit cards, checks, or money orders;
- d. Reports of historic account data, including itemized detainee purchases, dates of withdrawals, expenditures, and deposits, reports which shall be produced by the Contractor or made accessible to Facility employees upon request by the Jail Administrator;
- e. Account closing and refunding of all unused detainee funds, in the form a printed check or debit card, to detainees upon their release from Facility custody;
- f. Credit functionality to credit detainees for orders that have been placed but not yet filled – where the detainee is released from Facility custody prior to the order being filled; and
- g. Electronic tracking of all transactions, with detainee transactions to be tracked by detainee signatures and recorded dates and times.

1.6 Commissary Software Kites. Contractor shall provide messaging software that interfaces with the current software program(s) in use at the Facility, which is capable of and does provide a contained email kite system. Contractor shall make the software available, at tablets or kiosks, to all detainees. The software shall allow detainees to send messages to a specific, limited list of recipients based on a list provided and authorized by the Jail Administrator. Messages shall be sent to allow for commissary or auxiliary services to be requested by the detainee. The recipients include: food service vendor, commissary services, medical personnel, and Facility command staff. The Kite Software shall not allow messages to any recipients other than those specifically authorized by the Jail Administrator.

1.7 Intellectual Property. Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

1.8 Additional Food Services. The Contractor shall agree to provide any additional

food services as mutually agreed upon at prices mutually agreed to, in writing, by the Contractor and the County.

2. PERSONNEL

2.1 Management. The Contractor shall have a central office and shall supervise and monitor the Services to ensure satisfactory provision of the services.

2.2 Staffing. Contractor shall provide properly selected and trained kitchen, serving, technical, and support personnel or subcontractors ("staff") as necessary to fulfill the requirements of the Agreement. Staff hired by the Contractor shall be on the Contractor's payroll and Contractor shall pay all wages, fringe benefits, and payroll taxes.

Contractor shall have a Manager or Director on staff to perform supervision and performance reviews of Contractor staff and shall have at least one (1) fully trained staff member onsite at all times between the hours of 4:00 a.m. and 6:00 p.m. This requirement may be adjusted, in writing, by the Jail Administrator. Contractor recognizes that the staffing levels shall be reviewed, explained, and discussed with the Sheriff or the Jail Administrator, as requested from time to time.

All Contractor staff shall be first cleared, by the Sheriff or Jail Administrator, prior to their acceptance or presence at the Facility. Contractor shall provide the staff member name, date of birth, and a copy of the state identification two days in advance of any shift to allow the Sheriff determine whether to clear the individual.

All Contractor staff must comply with the written policy and procedures relating to Facility security. All Contractor staff assigned to work at the Facility shall submit to periodic health examinations at least as frequently as required by law, and Contractor agrees to submit satisfactory evidence of compliance with all health regulations to County upon request.

Contractor shall be responsible to provide or require professional, neat uniforms to their staff that clearly distinguish the Contractor's staff from the detainees and corrections officers.

2.3 Use of Detainees in the Provision of Services. The County agrees to provide detainee labor as may be requested by the Contractor, subject to availability, safety standards, and the approval of the Jail Administrator. Detainee labor may be used for the preparation of food, delivery of meals, and general sanitation and cleaning. The Contractor shall train and supervise such detainee labor subject to the overall control of the Sheriff, including training in basic hygiene, sanitation, food borne illness, and food service delivery and management.

2.4 Licensure, Certification, and Registration of Personnel. All personnel provided or made available by Contractor to render services hereunder shall be licensed, certified or registered, as appropriate, in their respective areas of work as required by applicable Michigan law.

2.5 County's Satisfaction with Contractor Personnel. To ensure the County is able to meet its obligation to operate a secure facility, County has the right to exclude any Contractor personnel provided hereunder, or those provided by any independent contractor, subcontractor, or assignee under the direction of Contractor. If Contractor disagrees with such exclusion and provides the County with independent documentation regarding the appropriateness of such employee's behavior, the County will be

responsible for reimbursement of all Contractor's costs and expenses associated with such exclusion decision. Prior to exclusion, the County shall provide Contractor written notice of the grounds for such dissatisfaction and the reasons therefore. Contractor shall exercise its best efforts to resolve the problem. If the problem is not resolved satisfactorily to the County, Contractor shall exclude or shall cause any independent contractor, subcontractor, or assignee to exclude the individual about whom the County has expressed dissatisfaction. Contractor will be allowed reasonable time, prior to exclusion, to find an acceptable replacement, without penalty or any prejudice to the interests of the Contractor.

2.6 Nondiscrimination. During the performance of this Agreement, the Parties to this Agreement further agree and covenant as follows:

- a. Contractor will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Agreement, and that it shall require the same assurances from subcontractors. Breach of this paragraph shall be regarded as a material breach of this contract;
- b. The County will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, except in cases where there is a bona fide occupational qualification reasonably necessary to the County's normal operation;
- c. Each Party agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause;
- d. In all solicitations or advertisements for employees, each party will state that it is an equal opportunity employer; and
- e. Each Party will comply with State and Federal laws regarding the placement of notices, advertisements, and solicitations.

3. REPORTS, RECORDS, AND COMPLIANCE

3.1 Operating Reports. Within 15 days of the end of each month, Contractor will provide, to the Jail Administrator, an itemized operating report covering the previous calendar month, including menus and numbers of meals actually served as well as other information requested or necessary to include. The Report shall include an invoice containing the number of meals served for the month and the price per meal charged,

along with any requested supporting documentation.

3.2Records Retention. The Contractor agrees to maintain any business records related to this Contract or the Contractor's performance under this Contract for a period of at least three (3) years after final payment.

3.3Identity Theft Prevention. In the event that the Parties will obtain identifying information during the performance of this Agreement, the Party receiving the information shall take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Agreement.

For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, bank account number, social security number, date of birth, driver's license or state identification number, taxpayer identification number, or routing code.

3.4Obligations. Contractor services shall be provided in accordance with the standards promulgated by the National Commission on Correctional Health Care for Health Services in Facilities and Michigan Department of Corrections Administrative Rules for County Jails and Lockups.

3.5Food Service Health Safety. Contractor shall certify compliance with applicable state and federal laws pertaining to food service health safety.

3.6Licenses and Taxes. Contractor shall secure and pay all federal, state and local licenses, permits, and fees required for the operation of the food services provide hereunder. During the period of this agreement, if it is deemed by taxing authorities that all, or a portion of the services provided hereunder are to be subject to a sales or similar tax which has not been collected by the Contractor, the County agrees to pay such tax. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

4. SECURITY, CONTINGENCY PLAN, AND INSPECTIONS

4.1General. The Parties understand that adequate security services are necessary for the safety of the agents, employees and subcontractors of Contractor as well as for the security of detainees and County employees, consistent with the correctional setting. The County will provide sufficient security to enable Contractor to safely and adequately provide food services and commissary services described in this Agreement. Nothing herein shall be construed to make the County, the Sheriff, or Facility deputies or employees a guarantor of the safety of Contractor employees, agents, or subcontractors.

4.2Food Service Health Policy. Contractor shall insure that the Facility's written policy, procedure, and practice, which provide for adequate health and safety protection for all detainees and staff in the facility, are adhered to.

4.3Contingency Plan. Contractor shall develop and maintain contingency plans to provide continued services in the face of events such as power failure, fire, floods, or other acts of nature, which would cripple the normal operation - including labor walkouts. A minimum number of three days of actual meals served and water supply will be maintained/preserved (to use in the event of food borne illness). The contingency plan, along with any modifications agreed upon in writing by the County and Contractor, is

subject to approval by the Sheriff and, by reference, shall become a part of this Agreement.

4.4 Acceptance. All goods/services provided are received subject to inspection and testing. If goods/services are defective or fail to meet the specifications, the County reserves the right to reject the goods/services or to require the Contractor to correct any defects. The Contractor shall correct defects in goods/services at no cost to the County or pay the County for expenses incurred by the County in correcting the defects.

4.5 Food Service Inspections. Contractor shall adhere to the Facility's written policy, procedure, and practice that require weekly inspections by administrative, medical, or dietary personnel of all food service areas, including dining and food preparation areas and equipment. Inspection personnel may include the person who supervises food service operations or his or her designee. Refrigerator and dishwashing water temperatures are to be checked and logged daily by administrative, medical, or dietary personnel. The logs shall be included in the Operational Report.

4.6 Facility Inspections. Facility inspections will be made by the Sheriff or his designee when deemed necessary, with or without advance notice to the Contractor. Inspections of kitchen facility by the County and State health agencies must achieve satisfactory ratings.

Contractor shall be responsible for obtaining and facilitating, as needed, all necessary food service related inspections.

5. KITCHEN, EQUIPMENT, INVENTORY, AND SUPPLIES

5.1 General. The County agrees to provide Contractor with office space, facilities, equipment, and utilities. The County will provide necessary maintenance and housekeeping of the office space and facilities. Contractor will provide necessary cleaning and upkeep of all kitchen and commissary kitchen spaces, supplies, and equipment. Contractor will provide the County with written notice as to any unsatisfactory conditions within a reasonable time not to exceed ten (10) days from the date of inspection.

5.2 Delivery of Possession. The County will provide to Contractor, beginning at [Time] on [Date], possession and control of all County food service, kitchen, and commissary equipment and/or supplies in place at the Facility's kitchen. At the termination of this or any subsequent Agreement, Contractor will return to the County possession and control of all supplies and equipment, in working order, reasonable wear and tear accepted, which were in place at the Facility's kitchen prior to the commencement of services under this Agreement.

5.3 Equipment Purchases. The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement shall be reported to the Jail Administrator upon purchase. For the purposes of this paragraph, "Equipment" is defined as tangible, nonexpendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

Notwithstanding the foregoing, the Contractor shall make a financial commitment to County in an amount up to \$75,000.00 (the "Financial Commitment"). County agrees to invest the Financial Commitment in the purchase and installation of food service equipment and other costs associated with the Services. Any equipment purchased by Contractor on County's behalf shall be purchased as a "sale-for resale" to the County.

County shall hold title to all such equipment upon such resale. As necessary, the County will provide Contractor with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall be amortized on a straight-line basis over a period of five years, commencing upon the effective date of this Agreement. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, County shall reimburse Contractor for the unamortized balance of the Financial Commitment as of the date of expiration or termination. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Contractor.

5.4 Conveyance to the County. Upon the County's request at the termination of this Agreement for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Agreement.

5.5 Maintenance of Equipment. The County will continue to maintain all County equipment necessary for the performance of this Agreement by Contractor in working order during the term of this Agreement. The County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the Contractor.

The Contractor shall pay for needed repairs of equipment and plumbing (drains) if damage to equipment, or clogs in drains are caused by improper action, training, or supervision of Contractor staff. The County will not be responsible for any repairs caused by the improper disposal of grease.

5.6 Return of Equipment. The Contractor shall return to the County at the expiration of the Agreement the food service premises and all equipment furnished by the County in the condition in which received except for ordinary wear and tear and except to the extent that said premises and equipment may have been lost or damaged by fire, flood, or unavoidable occurrence and except to the extent that said equipment may have been stolen by persons other than employees of the Contractor without negligence on the part of the Contractor or its employees and providing that all damages and losses are reported to the County for all items covered by this paragraph. The County will pay for needed repairs caused by normal wear and tear. In addition, the County will replace equipment, which in the opinion of the County has exceeded its useful life after consultation with the Contractor.

6. TERM

6.1 Term. This Agreement shall commence at 12:00 AM on [DATE]. The initial term of this Agreement shall be through 11:59 PM on September 30, 2026.

6.2 Extension Terms. This Agreement may be extended for two (2) additional one (1) year terms, if mutually agreed to in writing and signed by both Parties. Any extension must be agreed to no later than ninety (90) days prior to the termination of the then existing term.

7. TERMINATION AND SUSPENSION

Attachment: food.and.commissary.services-Jail.prop22-273 - Revised 02.09.22 (5461 : Aramark - Contract Agreement)

7.1 Termination General. This Agreement may be terminated as follows: Either Party may terminate this Agreement by providing the non-terminating party with written notice one hundred and twenty (120) days prior to the effective date of termination. The exercise of the foregoing right of termination does not alleviate either Party from performing its contractual obligations up through the effective date of termination.

7.2 Termination for Cause. If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice of the breach is issued to the Contractor by the County, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor. In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

If the County is in breach of any provision of this Agreement, and such breach continues for thirty (30) days after written notice of the breach is issued to the County by the Contractor, the Contractor may terminate this Agreement.

7.3 Termination Immediate. If the County, in its discretion after through discussion with Contractor staff, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor. In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

7.4 Termination for Lack of Funding. If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination with written notice not less than one hundred and twenty (120) days prior to the effective date of termination. The County shall pay for all work properly performed up to the effective date of the notice of termination.

7.5 Responsibility for Food Services. Upon termination of this Agreement, all responsibility for providing food services to all detainees will be transferred from the Contractor to the County.

7.6 Suspension of Work. Upon written order of the Jail Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Jail Administrator has directed that the Services be suspended. If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Jail Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Jail Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Jail Administrator pursuant to this paragraph are compensable.

8. COMPENSATION

8.1Base Compensation. The County agrees to pay Contractor according to the rates identified on Exhibit C. The price per meal charged shall be determined by taking the actual meals served each day times the contract price for that number of meals. The number of meals served will be provided to the Jail Administrator with the Operational Report. Contractor will invoice the County within thirty (30) days after the month in which services are rendered. The County agrees to pay Contractor within thirty (30) days after receipt and acceptance of an invoice.

8.2Adjustment to Price. Should the Parties mutually agree, in writing, to a change in the scope of the program during the contract term, then Contractor will be allowed to adjust the contract price as mutually agreed.

9. INSURANCE AND LIABILITY

9.1Insurance. At all times during this Agreement, the Contractor shall maintain insurance coverage types and amounts listed in Exhibit D – The Insurance Checklist. The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. In the event coverage changes, Contractor shall notify the County in writing. Contractor shall also notify the County, in writing, of any reduction in policy amounts or cancellation of insurance coverage.

9.2Lawsuits against the County. In the event that any lawsuit (whether frivolous or otherwise) is filed against either the County, its employees, its elected officials, employees and agents based on or containing allegations concerning the Services contemplated herein or on the performance of Contractor's employees, agents, subcontractors or assignees, the Parties agree that Contractor, its employees, agents, subcontractors, assignees or independent contractors, as the case may be, may be joined as defendants in any such lawsuit and shall be responsible for their own defense and any judgments rendered against them. Nothing herein shall prohibit any of the Parties to this Agreement from joining the remaining Parties hereto as defendants in lawsuits filed by third parties.

9.3Indemnify and Hold Harmless. Contractor agrees to indemnify, defend, and hold harmless the County, its agents, servants and employees from any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the presence of Contractor personnel, agents, subcontractors, or assignees on County property or the operation and maintenance of the Services as conducted by Contractor employees or agents, it being the express understanding of the Parties that Contractor shall provide the actual Services, and have complete responsibility for such Services provided by its employees or agents and any lawsuit arising solely out of such delivery of food or commissary services. The County shall immediately notify Contractor of any incident, claim, and/or lawsuit concerning the food or commissary services to detainees and/or on the performance of Contractor's employees, agents, subcontractors, or assignees relevant to its obligations under the instant contract, and shall fully cooperate in the defense of such claim, but Contractor shall retain sole control of the defense while the action is pending. Contractor shall immediately notify the County of any incident, claim, and/or lawsuit concerning the food or commissary services to detainees and/or on

the performance of Contractor's employees, agents, subcontractors, or assignees relevant to its obligations under the instant Agreement.

9.4 Audit Rights. Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

9.5 Warranties. The Contractor warrants that the Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry, the Contractor will comply with all federal, state, and local laws in the performance of the Services, the Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement, the Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor further agrees to indemnify, defend, and hold harmless the County, its officials, officers, agents, and employees from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

10. MISCELLANEOUS

10.1 Independent Contractor Status. The parties acknowledge that Contractor and its agents and employees are independent contractors and not employees of the County. Nothing in this Agreement is intended nor shall be construed to create an agency relationship, an employer/employee relationship, or a joint venture relationship among the parties.

10.2 Assignment and Subcontracting. Contractor shall not assign or subcontract this Agreement to any other corporation without the express written consent of the County, which shall not be unreasonably withheld. Any such assignment or subcontract shall include the obligations contained in this Agreement and any attachments as incorporated herein. Any assignment or subcontract shall not relieve Contractor of its independent obligation to provide the services and to be bound by the requirements and duties of this Agreement.

10.3 Notice. Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

County Agreement Administrator
 Genesee County Sheriff's Office
 Attention: Captain Jason Gould ("Jail Administrator")
 1002 South Saginaw Street, Flint, MI 48502

Contractor Agreement Administrator
 Attention: [Name]
 [Address]

Notices shall be effective upon receipt.

10.4 Governing Law. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Michigan. Any cause of action must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

10.5 Remedies. All remedies specified in this Agreement are non-exclusive. The County reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

10.6 Amendment and Modification. This Agreement may only be amended and/or revised through mutual assent evidenced by written agreement signed by both Parties. No modifications or amendments to this Agreement shall be binding upon the parties unless the same is in writing and signed by authorized representatives.

10.7 Waiver of Breach. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

10.8 Force Majeure. Neither Party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused by fire, flood, hurricane, explosion, war, strike, labor action, terrorism, embargo, government regulation, riot, civil or military authority, act of God, acts or omissions of carriers or other similar causes beyond its control.

10.9 Freedom of Information Act. This Agreement and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, et seq., known as the "Freedom of Information Act".

10.10 Subpoena Power. The Contractor acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. The Contractor agrees to submit to this power with respect to this Agreement.

10.11 Headings. The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

10.12 Severability and Survival. In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

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10.13 Interpretation. Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

10.14 Binding Effect. The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the Parties.

10.15 Entire Agreement. This Agreement shall constitute the complete understanding and entire Agreement between the parties with respect to the terms and conditions set forth herein, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and Agreements that have been between the Parties and supersede all previous written or oral agreements and representations. The terms and conditions of this Agreement shall control over any terms and conditions, request for proposal, proposal, purchase order, acknowledgment, or other written form. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded by this Agreement. In the event of a conflict between this Agreement and any attachment, the terms of this Agreement shall control.

IN WITNESS WHEREOF, by authorized agents, the Parties execute this Agreement in their official capacities with legal authority to do so.

THE COUNTY OF GENESEE, MICHIGAN

BY: _____ DATE: _____
Domonique Clemons, Chairperson, Board of Commissioners

BY: _____ DATE: _____
Christopher Swanson, Genesee County Sheriff

[CONTACTOR]

BY: _____ DATE: _____

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EXHIBIT A

Description of the Services

This information will be provided upon mutual agreement between the County and selected vendor.

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EXHIBIT B

Insurance Checklist
Copy of Contractor's Insurance Certificate
Copy of Contractor's Bid

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San Diego County Commission, March

[illegible]