

File No. 180440

Committee Item No. 14

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 20, 2018

Board of Supervisors Meeting:

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

#### Cmte Board

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|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget and Legislative Analyst Report        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form                            |
| <input type="checkbox"/>            | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

#### OTHER

- |                                     |                          |                                       |
|-------------------------------------|--------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>CMD Compliance</u>                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Insurance</u>                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Prop J Contracting FY2017-2018</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>NOI to Award Contract</u>          |
| <input type="checkbox"/>            | <input type="checkbox"/> | _____                                 |

Prepared by: John Carroll

Date: June 15, 2018

Prepared by: John Carroll

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

1 [Agreement Amendment - ARAMARK Correctional Services, LLC - Jail Food Services -  
2 Not to Exceed \$19,659,606]

3 **Resolution authorizing the Sheriff's Department to execute a Fourth Amendment to the**  
4 **existing Agreement with ARAMARK Correctional Services, LLC, for jail food services to**  
5 **extend the contract term four months from July 1, 2018, to October 31, 2018, with no**  
6 **change to the amount not to exceed \$19,659,606.**

7  
8 WHEREAS, Charter, Section 9.118 (b) requires that contracts or agreements entered  
9 into by a department, board or commission requiring anticipated expenditures of ten million  
10 dollars, shall be subject to approval of the Board of Supervisors by resolution; and

11 WHEREAS, Pursuant to Charter, Section 9.118, the Board of Supervisors adopted  
12 Resolution No. 293-13 authorizing the Sheriff's Department to enter into a contract agreement  
13 with ARAMARK Correctional Services; and

14 WHEREAS, The Board of Supervisors approved the Controller's certification that  
15 county jail food service management operations can practically be performed by a private  
16 contractor at a lower cost than if work were performed by City employees at budgeted levels  
17 pursuant to Charter, Section 10.104.15; and

18 WHEREAS, The Board of Supervisors approved a contract agreement for the  
19 preparation and provision of meals in the San Francisco County Jails with ARAMARK  
20 Correctional Services, LLC., contained in File No. 130648 dated July 30, 2012, in the amount  
21 of \$19,659,606 with a five-year term; and

22 WHEREAS, Charter, Section 9.118, "Contract and Lease Limitations", subsection (b),  
23 requires Board of Supervisors' approval of an amendment of greater than \$500,000 to a  
24 contract of greater than \$10 million; and

1           WHEREAS, The original ARAMARK contract agreement term is July 1, 2012, to  
2 June 30, 2017, with two one-year options to extend the term; and

3           WHEREAS, The Sheriff's Department amended the ARAMARK contract agreement  
4 from a five-year term to a four-year term, expiring on June 30, 2016; and

5           WHEREAS, The Sheriff's Department exercised two one-year options to extend the  
6 term to June 30, 2018; and

7           WHEREAS, The Sheriff's Department desires to amend the ARAMARK contract  
8 agreement to extend the term for four additional months to October 31, 2018, to ensure  
9 uninterrupted jail food service during the jail food service competitive bidding process,  
10 subsequent contract negotiations, and a required 60-day transition, if any, to a new food  
11 service provider; and

12           WHEREAS, The projected completion date for RFP SHF2018-01 and the  
13 contracting process is August 31, 2018; and

14           WHEREAS, The Sheriff's Department desires to implement a new jail food service  
15 provider seamlessly without disruption to inmate services; and

16           WHEREAS, The original contract agreement is on file with the Clerk of the Board  
17 of Supervisors in File No. 130648, Resolution No. 293-13, which is hereby declared to be  
18 part of this resolution as if set forth fully herein; and

19           WHEREAS, The Fourth Amendment agreement is on file with the Clerk of the  
20 Board of Supervisors in File No. 180440, which is hereby declared to be part of this  
21 resolution as if set forth fully herein; now, therefore, be it

22           RESOLVED, That the Board of Supervisors hereby approves the Jail Food  
23 Services Fourth Amendment by and between ARAMARK, and the City and County of San  
24 Francisco, acting by and through its Sheriff's Department.  
25

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Fourth Amendment**

THIS AMENDMENT (this “Amendment”) is made as of July 1, 2018, in San Francisco, California, by and between **Aramark Correctional Services, LLC** (“Contractor”), and the City and County of San Francisco, a municipal corporation (“City”), acting by and through its Director of the Office of Contract Administration.

RECITALS

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the Agreement for four (4) months to expire on October 31, 2018;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term “Agreement” shall mean the Agreement dated July 1, 2012 between Contractor and City, as amended by the:

First amendment,	dated January 1, 2015, and
Second amendment,	dated July 1, 2016, and
Third amendment,	dated July 1, 2017.

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division (“CMD”). Wherever “Human Rights Commission” or “HRC” appears in the Agreement in reference to Chapter 14B of the

Administrative Code or its implementing Rules and Regulations, it shall be construed to mean “Contract Monitoring Division” or “CMD” respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 2.** Section 2 (**Term of the Agreement**) of the Agreement currently reads as follows:

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **July 1, 2012 to June 30, 2018.**

In addition, the City shall have the option to extend the term of the Agreement for additional period(s) of not less than six (6) months, and City shall provide notice to Aramark of intention to extend the term of the Agreement at least thirty (30) days before the expiration of the Agreement.

**Such section is hereby amended in its entirety to read as follows:**

**2. Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **July 1, 2012 to October 31, 2018.**

In addition, the City shall have the option to extend the term of the Agreement for additional period(s) of not less than three (3) months, and City shall provide notice to Aramark of intention to extend the term of the Agreement at least thirty (30) days before the expiration of the Agreement.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after July 1, 2018.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

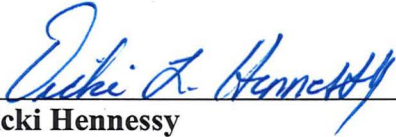
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**

**CONTRACTOR**

Recommended by:

**Aramark Correctional Services, LLC.**



**Vicki Hennessy  
Sheriff  
San Francisco Sheriff's Department**



**Mark R. Adams  
Vice President, Finance  
Aramark Corrections Division  
Aramark Tower  
1101 Market Street  
Philadelphia, PA 19107**

Approved as to Form:

City Supplier number: **0000025201**

Dennis J. Herrera  
City Attorney

By:



**Jana Clark  
Deputy City Attorney**

Approved:



**Jaci Fong  
Director of the Office of Contract  
Administration, and Purchaser**

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Third Amendment**

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2017**, in San Francisco, California, by and between **ARAMARK Correctional Services, LLC** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below);  
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to extend the term of the Agreement for 1 year, expand the Services to be provided by Contractor, in Appendix A, to include coffee and garbage services;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated July 1, 2012 between Contractor and City, as amended by the:

First amendment, dated January 1, 2015, and  
Second amendment, dated July 1, 2016.

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

2a. **Section 2. Section 2 (Term of the Agreement)** of the Agreement currently reads as follows:

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **July 1, 2012 to June 30, 2017**. In addition, the City shall have one option to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than six (6) years.

**Such section is hereby amended in its entirety to read as follows:**

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **July 1, 2012 to June 30, 2018**.

In addition, the City shall have the option to extend the term of the Agreement for additional period(s) of not less than six (6) months, and City shall provide notice to Aramark of intention to extend the term of the Agreement at least thirty (30) days before the expiration of the Agreement.

2b. **Appendix B. Appendix B (Calculation of Charges)** of the Agreement currently reads as follows:

The Contractor will be compensated monthly, on a price per meal basis. Price per-meal must include the cost of all necessary service items such as disposable plates, cups, napkins, disposable utensils, condiments, gloves, etc. The parties agree to the following per meal prices at the outset of this Agreement:

<b>Per Meal Price, Inmate (w/o Tax)</b>	<b>\$1.438</b>
<b>Per Meal Price, Staff (w/o Tax)</b>	<b>\$2.990</b>

- Applicable taxes (by County where the meal is served) will be paid in addition to above prices. Currently San Francisco Tax is 8.75%, and San Bruno Tax is 9.00%.

City agrees that after the first 24 months of the contract term, either party may request a renegotiation of the inmate per meal prices, but that any upward adjustment of these prices may not result in an annual projected cost increase in excess of that justified by the U.S. Department of Labor Consumer Price Index – All Urban Consumers, San Francisco Area, Food Away from Home, for the calculated average percent change of the monthly Consumer Price Index from May 2013 to April 2014; which equates to a cost per inmate meal adjustment of 3.78% retroactive to July 1, 2014. City agrees that the price per inmate meal shall be increased by 3.78% from \$1.438 to \$1.492 effective July 1, 2014.

The San Francisco Sheriff's Department agrees that the price per inmate meal shall be adjusted effective July 1, 2015 and July 1, 2016. Any price adjustment shall be based on and consistent



with the calculated average monthly percent change of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index:(All Urban Consumers, San Francisco Area, Food Away from Home) from May 2014 through April 2015 and May 2015 through March 2016, for the adjustments effective July 1, 2015 and July 1, 2016 respectively. Consumer Price Index change from May 2015 through March 2016 for the adjustments effective July 1, 2016 equates 4.943%. City agrees that the price per inmate meal shall be increased by 4.943% from 1.530 to \$1.606 effective July 1, 2016. The price per meal cost adjustment is not applicable to the Per Meal Price for the San Francisco Sheriff's Department Staff.

\*In the event SFSD staff selects a la carte food items in lieu of a full Staff Meal, the prices shall be as follows:

**Side Orders:**

Cold Cereal	\$1.19
Milk (1%, ½-pt.)	\$0.49
Oatmeal Cup	\$1.39
Orange Juice	\$0.75
Fruit Punch	\$0.49
Assorted Chips	\$0.75
Yogurt	\$0.75
Cookies	\$0.75
Salad	\$0.49
Taster's Choice Instant Coffee Packet	\$0.13

**Such section is hereby amended in its entirety to read as follows:**

The Contractor will be compensated monthly, on a price per meal basis. Price per-meal must include the cost of all necessary service items such as disposable plates, cups, napkins, disposable utensils, condiments, gloves, etc. The parties agree to the following per meal prices at the outset of this Agreement:

<b>Per Meal Price, Inmate (w/o Tax)</b>	<b>\$1.438</b>
<b>Per Meal Price, Staff (w/o Tax)</b>	<b>\$2.990</b>

- Applicable taxes (by County where the meal is served) will be paid in addition to above prices. As of January 1, 2017, San Francisco Tax is 8.5%, and San Bruno Tax is 8.75%.

City agrees that after the first 24 months of the contract term, either party may request a renegotiation of the inmate per meal prices, but that any upward adjustment of these prices may not result in an annual projected cost increase in excess of that justified by the U.S. Department of Labor Consumer Price Index – All Urban Consumers, San Francisco Area, Food Away from Home, for the calculated average percent change of the monthly Consumer Price Index from May 2013 to April 2014; which equates to a cost per inmate meal adjustment of 3.78% retroactive to July 1, 2014. City agrees that the price per inmate meal shall be increased by 3.78% from \$1.438 to \$1.492 effective July 1, 2014.

The San Francisco Sheriff's Department agrees that the price per inmate meal shall be adjusted effective July 1, 2015 and July 1, 2016. Any price adjustment shall be based on and consistent with the calculated average monthly percent change of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (All Urban Consumers, San Francisco Area, Food Away from Home) from May 2014 through April 2015 and May 2015 through March 2016, for the adjustments effective July 1, 2015 and July 1, 2016 respectively. Consumer Price Index change from May 2015 through March 2016 for the adjustments effective July 1, 2016 equates to 4.943%. City agrees that the price per inmate meal shall be increased by 4.943% from \$1.530 to \$1.606 effective July 1, 2016. The price per meal cost adjustment is not applicable to the Per Meal Price for the San Francisco Sheriff's Department Staff.

The San Francisco Sheriff's Department agrees that the price per inmate meal shall be adjusted effective July 1, 2017. Any price adjustment shall be based on and consistent with the calculated average monthly percent change of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (All Urban Consumers, San Francisco Area, Food Away from Home) from May 2016 through April 2017, for the adjustment effective July 1, 2017.

\*In the event SFSD staff selects a la carte food items in lieu of a full Staff Meal, the prices shall be as follows:

**Side Orders:**

Cold Cereal	\$1.19
Milk (1%, ½-pt.)	\$0.49
Oatmeal Cup	\$1.39
Orange Juice	\$0.75
Fruit Punch	\$0.49
Assorted Chips	\$0.75
Yogurt	\$0.75
Cookies	\$0.75
Salad	\$0.49
Taster's Choice Instant Coffee Packet	\$0.13

**2c. Appendix A, Section 12b. Section 12.b (Trash Disposal)** of the Agreement currently reads as follows:

**b) Trash Disposal.** ARAMARK is responsible for preparing the trash from the kitchen area for disposal by Sheriff's staff and inmate workers. ARAMARK is responsible for keeping the areas of the kitchens where the garbage awaits disposal in a neat and sanitary condition at all times. All garbage must be broken down or reduced in size so as to minimize the amount of space needed in the dumpster. ARAMARK with participate in all County mandated recycling programs and will clean, crush and/or break down recyclable materials as specified by the recycler.

**Such section is hereby amended in its entirety to read as follows:**

**b) Trash Disposal.** ARAMARK is responsible for preparing the trash and/or supervising inmates assigned to prepare the trash from the kitchen area for disposal by Sheriff's staff and inmate workers. ARAMARK is responsible for keeping the areas of the kitchens where the garbage awaits disposal in a neat and sanitary condition at all times. All garbage must be broken down or reduced in size so as to minimize the amount of space needed in the dumpster. ARAMARK staff will transport the garbage from the kitchen/designated areas to the dumpster. ARAMARK will participate in all County mandated recycling programs and will clean, crush and/or break down recyclable materials as specified by the recycler.

**i. Hall of Justice Facility.**

1. **County Jail #1 (CJ1), County Jail #2 (CJ2), and Central Records Unit, located on the 6<sup>th</sup> Floor (CRU):** SFSD sworn staff and inmate workers will collect and prepare the garbage from the units at County Jail #1 (CJ1), County Jail #2 (CJ2), and Central Records Unit, located on the 6<sup>th</sup> Floor (CRU) and transport the garbage in bins to the designated area in the basement of the Hall of Justice (HOJ). ARAMARK will transport the garbage bins from the designated area in the basement to the dumpster located at the Hall of Justice.
2. **County Jail #4 (CJ4):** SFSD sworn staff and inmate workers will collect the garbage from the units at County Jail #4 (CJ4). ARAMARK will supervise inmate workers in the preparation of the garbage in the kitchen/designated work area located in County Jail #4 (CJ4). ARAMARK will transport the garbage bins from the kitchen/ designated work area located in County Jail #4 (CJ4) to the dumpster located at the basement of the Hall of Justice.

ii. **San Bruno Facility.** SFSD sworn staff and inmate workers will collect the garbage from the units at County Jail #5 (CJ5). ARAMARK will supervise inmate workers in the preparation of the garbage in the kitchen/ designated work area located in County Jail #5 (CJ5). SFSD staff and inmate workers will transport the garbage bins from the designated area to the dumpster located at the San Bruno County Jail Facility.

iii. **Garbage Service.** A Garbage Service consist of transporting the garbage bins from the designated areas located in the basement and CJ4 to the dumpster located at the Hall of Justice (HOJ). ARAMARK will perform two Garbage Services per day. One Garbage Service in the morning around 0900 hours and the second after dinner service around 1730 hours. ARAMARK will

perform the garbage service seven (7) days per week. SFSD sworn staff will accompany ARAMARK employee for security and communication between facilities during the Garbage Service.

- iv. **Designated Area in the Basement of HOJ.** Sheriff sworn staff and inmate workers will collect the garbage from the units at County Jail #1 (CJ1), County Jail #2 (CJ2), Central Records Unit (CRU) and transport the garbage in bins to the designated area in the basement of the Hall of Justice.

ARAMARK will transport the garbage bins from the basement to the dumpster.

- v. **Volume of Garbage.** The average volume of daily garbage that require removal:

- County Jail #1 (CJ1) has an average of four (4) bins of garbage per day
- County Jail #2 (CJ2) has an average of four (4) bins of garbage per day
- Central Records Unit (CRU) has an average of one (1) bin two (2) times per week
- County Jail #4 (CJ4) has an average of eight (8) bins of garbage per day
- The average volume of daily garbage may increase or decrease as it corresponds to the inmate population and SFSD employees.

- vi. **Cleaning of Bins.** At the minimum, ARAMARK will clean the bins utilized for the daily garbage service once a week to meet the Sheriff's Department's standards for sanitation and health.

- vii. **Cost.** The allocated monthly charge to the City for the Garbage Service will be **\$6,900**.

- viii. **Invoice.** ARAMARK will remit a monthly invoice to the Sheriff's Department for the Garbage Service. The invoice must include a unique invoice number containing a detailed description of the items and service being invoiced.

**2d. Appendix A, Section 21. Section 21. (Staff Meals)** of the Agreement currently reads as follows:

**21) Staff Meals.**

- a) ARAMARK will supply the staff meal at the negotiated and agreed upon price-per-meal, and this price will include all necessary service items such as disposable plates, cups, cup

holders, sugar, creamer, stirrers, napkins, disposable utensils, condiments, etc. ARAMARK will provide a fixed Staff Menu. (See Appendix C-1)

- b) Staff meals will only be prepared by ARAMARK employees.
- c) A fixed staff menu as described in Appendix C-1 will be provided for staff assigned to jail facilities. One meal for each staff member on shift will be provided at facilities that operate with three 8-hour shifts. A minimum of one meal and maximum of two meals per shift will be provided for each staff member at jails that operate with two 12-hour shifts.
- c) The procedure for SFSD staff to order meals will be as follows:

Meal tickets will be passed out during Muster. They will be collected by SFSD staff (usually Kitchen Deputy or Trustee Boss post assignments). They will be delivered to Aramark personnel in the kitchen. Aramark employees will place the ordered meals in individual bags marked with a name or star number. The meals will be delivered to the Officer Dining room by Aramark employees. Depending on the type of meal ordered, the Aramark employee will place the meal in the cooler or heater.
- d) At the request of Staff, the menu will be reviewed every six months and revised to provide variety.
- e) SFSD reserves the right to decline the provision of staff meals, during the course of this agreement, pending the re-negotiation of the Memorandum of Understanding with Sheriff's Deputy Unions.
- f) ARAMARK will not be allowed to install vending machines in any area of any jail.

**Such section is hereby amended in its entirety to read as follows:**

**21) Staff Meals.**

- a) ARAMARK will supply the staff meal at the negotiated and agreed upon price-per-meal, and this price will include all necessary service items such as disposable plates, cups, cup holders, sugar, creamer, stirrers, napkins, disposable utensils, condiments, etc. ARAMARK will provide a fixed Staff Menu. (See Appendix C-1)
- b) Staff meals will only be prepared by ARAMARK employees.
- c) A fixed staff menu as described in Appendix C-1 will be provided for staff assigned to jail facilities. One meal for each staff member on shift will be provided at facilities that operate with three 8-hour shifts. A minimum of one meal and maximum of two meals per shift will be provided for each staff member at jails that operate with two 12-hour shifts.
- d) The procedure for SFSD staff to order meals will be as follows:

Meal tickets will be passed out during Muster. They will be collected by SFSD staff (usually Kitchen Deputy or Trustee Boss post assignments). They will be delivered to Aramark personnel in the kitchen. Aramark employees will place the ordered meals in individual bags marked with a name or star number. The meals will be delivered to the Officer Dining room by Aramark employees. Depending on the type of meal ordered, the Aramark employee will place the meal in the cooler or heater.
- e) At the request of Staff, the menu will be reviewed every six months and revised to provide variety.

- f) SFSD reserves the right to decline the provision of staff meals, during the course of this agreement, pending the re-negotiation of the Memorandum of Understanding with Sheriff's Deputy Unions.
- g) ARAMARK will not be allowed to install vending machines in any area of any jail.
- h) **Coffee Service.** ARAMARK will provide unlimited coffee for Sheriff's Department's staff.
- i. **Coffee Machines and Coffee.** ARAMARK will provide **five (5)** commercial grade coffee machines and coffee at designated areas located at County Jail #1 (CJ1), Custody Operations Division (COD) Admin staff, County Jail #2 (CJ2), County Jail #4 (CJ4), and County Jail #5 (CJ5). The coffee machines will provide hot water on demand for single serve teas and decaf coffee and will require plumbing to the facilities water supply.
  - ii. **Supplies.** ARAMARK will provide coffee supplies that include, at the minimum, coffee, paper cups, stir sticks, sugar and creamer.
    - 1) ARAMARK will monitor the coffee supply inventory of coffee, cups, stir sticks, sugar, and creamer to ensure supplies are always stocked to meet the Staff Count per Appendix A Section 21. h. iv.
    - 2) All disposable food service ware (cups, napkins, spoons, stir sticks) provided by ARAMARK shall use Biodegradable/Compostable or Recyclable product to comply with Section 59, Food Service Waste Reduction Requirements, of the Inmate Food Contract.
  - iii. **Maintenance and Repair.** ARAMARK will provide monthly maintenance on the coffee machines to ensure they are operating properly. ARAMARK will replace an inoperable coffee machine within twenty-four (24) hours following notification to ARAMARK from SFSD Command Staff.
  - iv. **Staff Count.** ARAMARK will provide coffee to meet the demands of the following Sheriff's staff counts:
    - **County Jail #1 (CJ1)** – 41 staff
    - **Custody Operations Division (COD)** – 21 staff
    - **County Jail #2 (CJ2)** – 52 staff
    - **County Jail #4 (CJ4)** – 33 staff
    - **County Jail #5 (CJ5)** – 102 staff
  - v. **Cost.** The allocated monthly charge to the City for the Coffee Service will be **\$4,800**, and the Coffee Service charge shall be subject to a price adjustment on an annual basis. Any price adjustment shall be based on and consistent with the calculated average monthly percent change of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (All Urban Consumers, San Francisco Area, Food Away from Home) from May 2017 through April 2018, for the adjustment effective July 1, 2018.

vi. **Invoice.** ARAMARK will remit a monthly invoice to the Sheriff's Department for the Coffee Service. The invoice must include a unique invoice number containing a detailed description of the items and service being invoiced.

3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **July 1, 2017**.

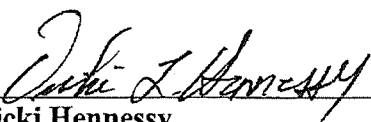
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

AMENDMENT  
JULY 1, 2017  
PURCHASING DEPARTMENT

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

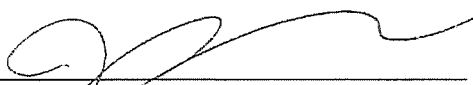
**CITY**

Recommended by:


  
\_\_\_\_\_  
**Vicki Hennessy**  
Sheriff  
San Francisco Sheriff's Department

Approved as to Form:

Dennis J. Herrera  
City Attorney


By:   
\_\_\_\_\_  
**Jana Clark**  
Deputy City Attorney

Approved:

*for*   
\_\_\_\_\_  
**Jaci Fong**  
Director of the Office of Contract  
Administration, and Purchaser

**CONTRACTOR**

**ARAMARK Correctional Services, LLC.**

  
\_\_\_\_\_  
**Mark R. Adams**  
Vice President, Finance  
ARAMARK Corrections Division  
ARAMARK Tower  
1101 Market Street  
Philadelphia, PA 19107

City vendor number: **18054**



**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**Second Amendment**

THIS AMENDMENT (this "Amendment") is made as of **July 1, 2016**, in San Francisco, California, by and between **ARAMARK Correctional Services, LLC** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below); and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to adjust the calculation of charges and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated **July 1, 2012** between Contractor and City, as amended by the:

**First amendment, dated January 1, 2015.**

**1b. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

**2. Modifications to the Agreement.** The Agreement is hereby modified as follows:

**2a. Section 2.** Section 2 (**Term of the Agreement**) of the Agreement currently reads as follows:

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **July 1, 2012 to June 30, 2016**. In addition, the City shall have two options to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than seven (6) years.

**Such section is hereby amended in its entirety to read as follows:**

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **July 1, 2012 to June 30, 2017**. In addition, the City shall have one option to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than six (6) years.

**2b. Appendix B. Appendix B (Calculation of Charges)** of the Agreement currently reads as follows:

The Contractor will be compensated monthly, on a price per meal basis. Price per-meal must include the cost of all necessary service items such as disposable plates, cups, napkins, disposable utensils, condiments, gloves, etc. The parties agree to the following per meal prices at the outset of this Agreement:

<b>Per Meal Price, Inmate (w/o Tax)</b>	<b>\$1.438</b>
<b>Per Meal Price, Staff (w/o Tax)</b>	<b>\$2.990</b>

- Applicable taxes (by County where the meal is served) will be paid in addition to above prices. Currently San Francisco Tax is 8.75%, and San Bruno Tax is 9.00%.

City agrees that after the first 24 months of the contract term, either party may request a renegotiation of the inmate per meal prices, but that any upward adjustment of these prices may not result in an annual projected cost increase in excess of that justified by the U.S. Department of Labor Consumer Price Index – All Urban Consumers, San Francisco Area, Food Away from Home, for the calculated average percent change of the monthly Consumer Price Index from May 2013 to April 2014; which equates to a cost per inmate meal adjustment of 3.78% retroactive to July 1, 2014. City agrees that the price per inmate meal shall be increased by 3.78% from \$1.438 to \$1.492 effective July 1, 2014.

The San Francisco Sheriff's Department agrees that the price per inmate meal shall be adjusted effective July 1, 2015, and that any adjustment shall be based on and consistent with the calculated average monthly percent change for May 2014 through April 2015 of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers, San Francisco Area, Food Away from Home. The price per meal cost adjustment is not applicable to the Per Meal Price for the San Francisco Sheriff's Department Staff.

\*In the event SFSD staff selects a la carte food items in lieu of a full Staff Meal, the prices shall be as follows:

**Side Orders:**

Cold Cereal	\$1.19
Milk (1%, ½-pt.)	\$0.49
Oatmeal Cup	\$1.39
Orange Juice	\$0.75
Fruit Punch	\$0.49
Assorted Chips	\$0.75
Yogurt	\$0.75
Cookies	\$0.75
Salad	\$0.49
Taster's Choice Instant Coffee Packet	\$0.13

**Such section is hereby amended in its entirety to read as follows:**

The Contractor will be compensated monthly, on a price per meal basis. Price per-meal must include the cost of all necessary service items such as disposable plates, cups, napkins, disposable utensils, condiments, gloves, etc. The parties agree to the following per meal prices at the outset of this Agreement:

<b>Per Meal Price, Inmate (w/o Tax)</b>	<b>\$1.438</b>
<b>Per Meal Price, Staff (w/o Tax)</b>	<b>\$2.990</b>

- Applicable taxes (by County where the meal is served) will be paid in addition to above prices. Currently San Francisco Tax is 8.75%, and San Bruno Tax is 9.00%.

City agrees that after the first 24 months of the contract term, either party may request a renegotiation of the inmate per meal prices, but that any upward adjustment of these prices may not result in an annual projected cost increase in excess of that justified by the U.S. Department of Labor Consumer Price Index – All Urban Consumers, San Francisco Area, Food Away from Home, for the calculated average percent change of the monthly Consumer Price Index from May 2013 to April 2014; which equates to a cost per inmate meal adjustment of 3.78% retroactive to July 1, 2014. City agrees that the price per inmate meal shall be increased by 3.78% from \$1.438 to \$1.492 effective July 1, 2014.

The San Francisco Sheriff's Department agrees that the price per inmate meal shall be adjusted effective July 1, 2015 and July 1, 2016. Any price adjustment shall be based on and consistent with the calculated average monthly percent change of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (All Urban Consumers, San Francisco Area, Food Away from Home) from May 2014 through April 2015 and May 2015 through March 2016, for the adjustments effective July 1, 2015 and July 1, 2016 respectively. Consumer Price Index change from May 2015 through March 2016 for the adjustments effective July 1, 2016 equates 4.943%. City agrees that the price per inmate meal shall be increased by 4.943% from \$1.530 to \$1.606 effective July 1, 2016. The price per meal cost adjustment is not applicable to the Per Meal Price for the San Francisco Sheriff's Department Staff.

\*In the event SFSD staff selects a la carte food items in lieu of a full Staff Meal, the prices shall be as follows:

**Side Orders:**

Cold Cereal	\$1.19
Milk (1%, ½-pt.)	\$0.49
Oatmeal Cup	\$1.39
Orange Juice	\$0.75
Fruit Punch	\$0.49
Assorted Chips	\$0.75
Yogurt	\$0.75
Cookies	\$0.75
Salad	\$0.49
Taster's Choice Instant Coffee Packet	\$0.13

**2c. Sugar-Sweetened Beverage Prohibition.** Section 58 is hereby replaced in its entirety to read as follows:

**58. Sugar-Sweetened Beverage Prohibition.** Contractor agrees that it will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Agreement.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **July 1, 2016**.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

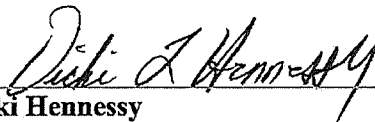
IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

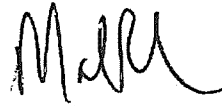
**CITY**

**CONTRACTOR**

Recommended by:

**ARAMARK Correctional Services, LLC.**


  
\_\_\_\_\_  
**Vicki Hennessy**  
Sheriff  
San Francisco Sheriff's Department


  
\_\_\_\_\_  
**Mark R. Adams**  
Vice President, Finance  
ARAMARK Corrections Division  
ARAMARK Tower 1101 Market Street  
Philadelphia, PA 19107

Approved as to Form:

City vendor number: **18054**

Dennis J. Herrera  
City Attorney

By:   
\_\_\_\_\_  
**Jana Clark**  
Deputy City Attorney

Approved:  
  
\_\_\_\_\_  
**Jaci Fong**  
Director of the Office of Contract  
Administration, and Purchaser

PURCHASING DEPARTMENT  
16 JUL 11 AM 11:28  
RECEIVED

PURCHASING DEPARTMENT  
16 JUL 25 PM 1:56  
RECEIVED

PURCHASING DEPARTMENT  
16 MAY 24 AM 10:06  
RECEIVED

**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division**

**First Amendment**

THIS AMENDMENT (this "Amendment") is made as of **January 1, 2015**, in San Francisco, California, by and between **ARAMARK Correctional Services, LLC** ("Contractor"), and the City and County of San Francisco, a municipal corporation ("City"), acting by and through its Director of the Office of Contract Administration.

**RECITALS**

WHEREAS, City and Contractor have entered into the Agreement (as defined below);  
and

WHEREAS, City and Contractor desire to modify the Agreement on the terms and conditions set forth herein to decrease the performance period, adjust the calculation of charges, and update standard contractual clauses;

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** The following definitions shall apply to this Amendment:

**1a. Agreement.** The term "Agreement" shall mean the Agreement dated **First day of July, 2012** between Contractor and City,

**1b. Contract Monitoring Division. Contract Monitoring Division.** Effective July 28, 2012, with the exception of Sections 14B.9(D) and 14B.17(F), all of the duties and functions of the Human Rights Commission under Chapter 14B of the Administrative Code (LBE Ordinance) were transferred to the City Administrator, Contract Monitoring Division ("CMD"). Wherever "Human Rights Commission" or "HRC" appears in the Agreement in reference to Chapter 14B of the Administrative Code or its implementing Rules and Regulations, it shall be construed to mean "Contract Monitoring Division" or "CMD" respectively.

**1c. Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

2. **Modifications to the Agreement.** The Agreement is hereby modified as follows:

2a. **Section 2. Section 2, Term of the Agreement** of the Agreement currently reads as follows:

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **July 1, 2012 to June 30, 2017**. In addition, the City shall have two options to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than seven (7) years.

**Such section is hereby amended in its entirety to read as follows:**

2. **Term of the Agreement.** Subject to Section 1, the term of this Agreement shall be from **July 1, 2012 to June 30, 2016**. In addition, the City shall have two options to extend the term, for a period of one year each, by mutual agreement in writing. The maximum contract period shall not be more than seven (6) years.

2b. **Appendix B Appendix B, Calculation of Charges** of the Agreement currently reads as follows:

The Contractor will be compensated monthly, on a price per meal basis. Price per-meal must include the cost of all necessary service items such as disposable plates, cups, napkins, disposable utensils, condiments, gloves, etc. The parties agree to the following per meal prices at the outset of this Agreement:

<b>Per Meal Price, Inmate (w/o Tax)</b>	<b>\$1.438</b>
<b>Per Meal Price, Staff (w/o Tax)</b>	<b>\$2.990</b>

- Applicable taxes (by County where the meal is served) will be paid in addition to above prices. Currently San Francisco Tax is 8.5%, and San Bruno Tax is 8.25%.

City agrees that after the first 24 months of the contract term, either party may request a renegotiation of the per meal prices, but that any upward adjustment of these prices may not result in an annual projected cost increase in excess of that justified by the U.S. Department of Labor Consumer Price Index for San Francisco Area Away from Home Food, December 2014 Index. City is willing to renegotiate the cost per meal if the inmate population drops below 1500 for a period of 30 days or more.

\*In the event SFSD staff selects a la carte food items in lieu of a full Staff Meal.

**Side Orders:**

Cold Cereal	\$1.19
Milk (1%, ½-pt.)	\$0.49
Oatmeal Cup	\$1.39
Orange Juice	\$0.75

Fruit Punch	\$0.49
Assorted Chips	\$0.75
Yogurt	\$0.75
Cookies	\$0.75
Salad	\$0.49
Taster's Choice Instant Coffee Packet	\$0.13

**Such section is hereby amended in its entirety to read as follows:**

The Contractor will be compensated monthly, on a price per meal basis. Price per-meal must include the cost of all necessary service items such as disposable plates, cups, napkins, disposable utensils, condiments, gloves, etc. The parties agree to the following per meal prices at the outset of this Agreement:

<b>Per Meal Price, Inmate (w/o Tax)</b>	<b>\$1.438</b>
<b>Per Meal Price, Staff (w/o Tax)</b>	<b>\$2.990</b>

- Applicable taxes (by County where the meal is served) will be paid in addition to above prices. Currently San Francisco Tax is 8.75%, and San Bruno Tax is 9.00%.

City agrees that after the first 24 months of the contract term, either party may request a renegotiation of the inmate per meal prices, but that any upward adjustment of these prices may not result in an annual projected cost increase in excess of that justified by the U.S. Department of Labor Consumer Price Index – All Urban Consumers, San Francisco Area, Food Away from Home, for the calculated average percent change of the monthly Consumer Price Index from May 2013 to April 2014; which equates to a cost per inmate meal adjustment of 3.78% retroactive to July 1, 2014. City agrees that the price per inmate meal shall be increased by 3.78% from \$1.438 to \$1.492 effective July 1, 2014.

The San Francisco Sheriff's Department agrees that the price per inmate meal shall be adjusted effective July 1, 2015, and that any adjustment shall be based on and consistent with the calculated average monthly percent change for May 2014 through April 2015 of the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers, San Francisco Area, Food Away from Home. The price per meal cost adjustment is not applicable to the Per Meal Price for the San Francisco Sheriff's Department Staff.

\*In the event SFSD staff selects a la carte food items in lieu of a full Staff Meal, the prices shall be as follows:

**Side Orders:**

Cold Cereal	\$1.19
Milk (1%, ½-pt.)	\$0.49
Oatmeal Cup	\$1.39
Orange Juice	\$0.75



Fruit Punch	\$0.49
Assorted Chips	\$0.75
Yogurt	\$0.75
Cookies	\$0.75
Salad	\$0.49
Taster's Choice Instant Coffee Packet	\$0.13

**2c. Insurance.** Section 15 is hereby replaced in its entirety to read as follows:

**15. Insurance.**

a. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- 1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and
- 2) Commercial General Liability Insurance with limits not less than \$4,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- 3) Commercial Automobile Liability Insurance with limits not less than \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

b. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- 1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.
- 2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

c. All policies shall be endorsed to provide thirty (30) days' advance written notice to the City of cancellation for any reason, intended non-renewal, or reduction in coverages. Notices shall be sent to the City address set forth in the Section entitled "Notices to the Parties."

d. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

e. Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

f. Before commencing any Services, Contractor shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to

A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

g. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

h. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds.

**2d. Replacing "Earned Income Credit (EIC) Forms" Section with "Consideration of Criminal History in Hiring and Employment Decisions" Section.** Section 32 "Earned Income Credit (EIC) Forms" is hereby replaced in its entirety to read as follows:

**32. Consideration of Criminal History in Hiring and Employment Decisions.**

a. Contractor agrees to comply fully with and be bound by all of the provisions of Chapter 12T "City Contractor/Subcontractor Consideration of Criminal History in Hiring and Employment Decisions," of the San Francisco Administrative Code (Chapter 12T), including the remedies provided, and implementing regulations, as may be amended from time to time. The provisions of Chapter 12T are incorporated by reference and made a part of this Agreement as though fully set forth herein. The text of the Chapter 12T is available on the web at [www.sfgov.org/olse/fco](http://www.sfgov.org/olse/fco). A partial listing of some of Contractor's obligations under Chapter 12T is set forth in this Section. Contractor is required to comply with all of the applicable provisions of 12T, irrespective of the listing of obligations in this Section. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12T.

b. The requirements of Chapter 12T shall only apply to a Contractor's or Subcontractor's operations to the extent those operations are in furtherance of the performance of this Agreement, shall apply only to applicants and employees who would be or are performing work in furtherance of this Agreement, shall apply only when the physical location of the employment or prospective employment of an individual is wholly or substantially within the City of San Francisco, and shall not apply when the application in a particular context would conflict with federal or state law or with a requirement of a government agency implementing federal or state law.

c. Contractor shall incorporate by reference in all subcontracts the provisions of Chapter 12T, and shall require all subcontractors to comply with such provisions. Contractor's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.

d. Contractor or Subcontractor shall not inquire about, require disclosure of, or if such information is received, base an Adverse Action on an applicant's or potential applicant for employment's, or employee's: (1) Arrest not leading to a Conviction, unless the Arrest is undergoing an active pending criminal investigation or trial that has not yet been resolved; (2)

participation in or completion of a diversion or a deferral of judgment program; (3) a Conviction that has been judicially dismissed, expunged, voided, invalidated, or otherwise rendered inoperative; (4) a Conviction or any other adjudication in the juvenile justice system; (5) a Conviction that is more than seven years old, from the date of sentencing; or (6) information pertaining to an offense other than a felony or misdemeanor, such as an infraction.

e. Contractor or Subcontractor shall not inquire about or require applicants, potential applicants for employment, or employees to disclose on any employment application the facts or details of any conviction history, unresolved arrest, or any matter identified in subsection 32(d), above. Contractor or Subcontractor shall not require such disclosure or make such inquiry until either after the first live interview with the person, or after a conditional offer of employment.

f. Contractor or Subcontractor shall state in all solicitations or advertisements for employees that are reasonably likely to reach persons who are reasonably likely to seek employment to be performed under this Agreement, that the Contractor or Subcontractor will consider for employment qualified applicants with criminal histories in a manner consistent with the requirements of Chapter 12T.

g. Contractor and Subcontractors shall post the notice prepared by the Office of Labor Standards Enforcement (OLSE), available on OLSE's website, in a conspicuous place at every workplace, job site, or other location under the Contractor or Subcontractor's control at which work is being done or will be done in furtherance of the performance of this Agreement. The notice shall be posted in English, Spanish, Chinese, and any language spoken by at least 5% of the employees at the workplace, job site, or other location at which it is posted.

h. Contractor understands and agrees that if it fails to comply with the requirements of Chapter 12T, the City shall have the right to pursue any rights or remedies available under Chapter 12T, including but not limited to, a penalty of \$50 for a second violation and \$100 for a subsequent violation for each employee, applicant or other person as to whom a violation occurred or continued, termination or suspension in whole or in part of this Agreement.

**3. Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after **January 1, 2015**.

**4. Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

**CITY**


Recommended by:



**Ross Mirkarimi**  
Sheriff  
San Francisco Sheriff's Department

**CONTRACTOR**

**ARAMARK Correctional Services, LLC.**




**Mark R. Adams**  
Vice President, Finance  
ARAMARK Corrections Division  
ARAMARK Tower 1101 Market Street  
Philadelphia, PA 19107

Approved as to Form:

Dennis J. Herrera  
City Attorney


City vendor number: 18054

By:



**Jana Clark**  
Deputy City Attorney

Approved:



**Jaci Fong**  
Director of the Office of Contract  
Administration, and Purchaser



FORM 3: CMD COMPLIANCE AFFIDAVIT

1. I will ensure that my firm complies fully with the provisions of Chapter 14B of the San Francisco Administrative Code and its implementing Rules and Regulations and attest to the truth and accuracy of all information provided regarding such compliance.
2. Upon request, I will provide the CMD with copies of contracts, subcontract agreements, certified payroll records and other documents requested so the HRC and CMD (as applicable) may investigate claims of discrimination or non-compliance with either Chapter 12B or Chapter 14B.
3. I acknowledge and agree that any monetary penalty assessed against my firm by the Director of the Contract Monitoring Division shall be payable to the City and County of San Francisco upon demand. I further acknowledge and agree that any monetary penalty assessed may be withheld from any monies due to my firm on any contract with the City and County of San Francisco.
4. I declare and swear under penalty of perjury under the laws of the State of California that the foregoing statements are true and correct and accurately reflect my intentions.

Signature of Owner/Authorized Representative: 

Owner/Authorized Representative (Print)

Tim Barttrum

Name of Firm (Print)

Aramark Correctional Services, LLC

Title and Position

Vice President Business Development

Address, City, ZIP

1101 Market St, Philadelphia, PA 19107

Federal Employer Identification Number (FEIN):

23-2778485

Date:

2/5/2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/13/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES FOLLOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 858-550-1140
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURED Aramark Correctional Services, LLC Aramark Services, Inc. Its Divisions & Subsidiaries Aramark Tower, 1101 Market Street, 30th Floor Philadelphia, PA 19107	INSURER A:	ACE American Insurance Company	22667-003
	INSURER B:	ACE American Insurance Company	22667-001
	INSURER C:	Indemnity Insurance Company of North Amer	43575-001
	INSURER D:		
	INSURER E:		

### COVERAGES

CERTIFICATE NUMBER: 25666779

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability <input checked="" type="checkbox"/> Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		HDO G27867340	10/1/2017	10/1/2018	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ Unlimited PRODUCTS-COMP/OP AGG \$ Unlimited
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Self-Insured for <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Auto Physical Damage			ISA H09060625	10/1/2017	10/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	WI SCF C64412681	10/1/2017	10/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (Yes, describe under DESCRIPTION OF OPERATIONS below)	N/A	Y	** WLR C64412668	10/1/2017	10/1/2018	E.L. EACH ACCIDENT \$ 4,000,000
C			Y	AOS WLR C6441267A	10/1/2017	10/1/2018	E.L. DISEASE - EA EMPLOYEE \$ 4,000,000 E.L. DISEASE - POLICY LIMIT \$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\* WC Policy covers CA, MA, AZ only.

ARAMARK's General Liability and Auto Liability policies are noncancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability.

Total limit \$4,000,000. The City and County of San Francisco, its Officers, Agents, and Employees are included as Additional Insureds per policy terms & conditions.

(continued on next page)

### CERTIFICATE HOLDER

### CANCELLATION

San Francisco Sheriff's Department  
Finance Service  
Attn: Henry Gong  
1 Dr. Carlton B. Goodlett Place.  
Room 456, City Hall  
San Francisco, CA 94102-4676

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**ADDITIONAL REMARKS SCHEDULE**

Willis of Pennsylvania, Inc.		NAMED INSURED Aramark Correctional Services, LLC Aramark Services, Inc. Its Divisions & Subsidiaries Aramark Tower, 1101 Market Street, 30th Floor Philadelphia, PA 19107	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

(continued)

Above insurance is Primary and Non-Contributory to any other insurance as respects the liability arising out of ARAMARK's negligent act or omission.

Waiver of Subrogation is provided in favor of Additional Insureds with respects to Workers Compensation per policy terms & conditions as permitted by law.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Aramark Services, Inc.			Endorsement Number 12
Policy Symbol HDO	Policy Number G27867340	Policy Period 10/01/2017 to 10/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.  
THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:  
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization

- 1) Any person, organization or entity for whose protection and benefit the Named Insured has or shall have, by contract or agreement, agreed to procure liability insurance; or
- 2) Any person, organization or entity designated as an additional insured by a Certificate of Insurance.

WHO IS AN INSURED (Section II) is amended to include as an additional insured the person, organization or entity shown in the Schedule above, but only with respect to liability arising out of the Named Insured's operations or work performed by the Named Insured or others acting on the Named Insured's behalf, or premises owned, managed or controlled by or rented to the Named Insured.

With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additionally, the coverage provided to the additional insured shall not exceed, and is limited by, the scope of coverage that the Named Insured has agreed by contract or agreement to procure for the Additional Insured.

This endorsement is issued by the Company designated in the Declarations.

All other provisions of the policy remain unchanged.



**AUTOMATIC ADDITIONAL INSURED ENDORSEMENT**

Named Insured Aramark Services, inc.			Endorsement Number 7
Policy Symbol ISA	Policy Number H09060625	Policy Period 10/01/2017 TO 10/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM**

**SECTION II - LIABILITY COVERAGE, WHO IS AN INSURED** is amended to include as an "insured" any person or organization you are required in a written contract or agreement to name as an Additional Insured on your policy but only for "bodily injury" or "property damage" to which this insurance applies if the "accident" is caused by:

1. You, while using a covered "auto" or
2. Any other person, while using a covered "auto" with your permission.

The insurance provided by this endorsement shall be subject to the following additional condition:

1. The Limit of Insurance provided for the Additional Insured shall not be greater than those required by contract and, in no event, shall the policy Limits of Insurance be increased by the contract.
2. All insuring agreements, exclusions, terms and conditions of the policy shall apply to the coverage (s) provided to the Additional Insured, and such coverage shall not be enlarged or expanded by reason of the contract.
3. Coverage provided by this endorsement shall be excess over any other valid and collectible insurance available to the Additional Insured (s) whether primary, excess, contingent or on any other basis unless the contract specifically requires that this insurance be primary or you request that it apply on a primary basis prior to loss.

\_\_\_\_\_  
Authorized Representative

**Workers' Compensation and Employers' Liability Policy**

Named Insured ARAMARK SERVICES, INC. 1101 MARKET STREET GLOBAL RISK MANAGEMENT 30TH FLOOR	Endorsement Number
Policy Period 10-01-2017 TO 10-01-2018	Policy Number Symbol: WLR Number: C64412668
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	Effective Date of Endorsement 10-01-2017
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

**CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

**Schedule**

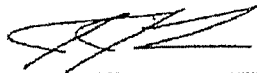
1.  Specific Waiver  
Name of person or organization:

Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:  
ALL OPERATIONS CONDUCTED BY AN INSURED PURSUANT TO SUCH WRITTEN CONTRACT

3. Premium:  
The premium charge for this endorsement shall be 0.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium :                      \$0

  
 \_\_\_\_\_  
 Authorized Agent



**CITY AND COUNTY OF SAN FRANCISCO**  
**OFFICE OF THE CONTROLLER**

**Ben Rosenfield**  
**Controller**  
**Todd Rydstrom**  
**Deputy Controller**

May 17, 2017

Vicki Hennessy  
City Hall, Room 456  
1 Carlton B. Goodlett Place  
San Francisco, CA 94102

Attention: Mylan Luong

RE: Contracting for Food Service at County Jails – FY 2017-18

The cost information and supplemental data provided by your office on the proposed contract for Food Service at County Jails have been reviewed by my staff.

If these services are provided at the proposed contract price, it appears they can be performed at a lower cost than if the work were performed by City employees.

The requirements of Charter Section 10.104.15 relative to the Controller's findings that work or services can be practically performed under private contract at a lesser cost than similar work performed by employees of the City and County of San Francisco have been satisfied. Attached is a statement of projected cost and estimated savings for Fiscal Year 2017-18 and the informational items provided by the department pursuant to San Francisco Administrative Code Section 2.15.

Following the approval of the Board of Supervisors, we will notify your department and the Purchaser that this Charter requirement has been met.

Please contact Theresa Kao at 415-554-5253 if you have any questions regarding this determination.

Sincerely,



Ben Rosenfield,  
Controller

Enclosures

cc: Board of Supervisors' Budget Analyst  
Human Resources, Employee Relations

DEPARTMENT: 06 - Sheriff

Program: Custody

COMPARATIVE COSTS OF CONTRACTING VS. IN-HOUSE SERVICES (1) (2)

FISCAL YEAR 2017-2018

**ESTIMATED CITY COSTS:**

**PROJECTED PERSONNEL COSTS**

	Class	Positions	BW Rate		Low	High
Food Service Manager Administrator	2620	1.0	\$2,904	\$3,890	\$ 75,493	\$ 101,148
Senior Food Service Supervisor	2619	4.0	\$2,412	\$2,932	\$ 250,875	\$ 304,971
Food Service Supervisor	2618	4.0	\$2,188	\$2,659	\$ 227,523	\$ 276,584
Cook	2654	7.0	\$2,265	\$2,752	\$ 412,225	\$ 500,893
Assistant Cook	2650	4.0	\$1,818	\$2,209	\$ 189,067	\$ 229,772
Holiday Pay					\$ 17,533	\$ 21,307
Premium Pay					\$ 22,080	\$ 26,833
Total Salary Costs		20.0			\$ 1,194,794	\$ 1,461,508

**FRINGE BENEFITS**

Fringe Benefits per FTE (2620)	\$ 44,581	
Fringe Benefits per FTE (2619)	\$ 34,968	
Fringe Benefits per FTE (2618)	\$ 33,012	
Fringe Benefits per FTE (2654)	\$ 34,536	
Fringe Benefits per FTE (2650)	\$ 30,647	
Total Fringe Benefits	\$ 587,716	\$ 680,843

**COST COMPARISON SUMMARY**

ESTIMATED TOTAL CITY COST	\$ 1,782,511	\$ 2,142,351
LESS: ESTIMATED TOTAL CONTRACT COST	\$ (1,094,338)	\$ (1,096,312)
ESTIMATED SAVINGS	\$ 688,173	\$ 1,046,039
% of Savings to City Cost	39%	49%

Comments/Assumptions:

1. These services have been contracted out since 1980.
2. CCSF and contract costs are presented as annualized costs.
3. Fringe benefits includes variable benefits (employer retirement, Social Security, Medicare, unemployment, and long-term disability, where applicable) and fixed benefits (health and dental).
4. Assumes that capital, operating and supply cost are the same for either the City or the Contractor.

**Gong, Henry (SHF)**

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**From:** henry.gong@sfgov.org  
**Sent:** Monday, March 05, 2018 2:19 PM  
**To:** Don.Lee@trinityservicesgroup.com; mark.horneffer@trinityservicesgroup.com; McGraw-Meghan@aramark.com; Burt-Peter@aramark.com  
**Subject:** Notice of Intent to Award Bid Proposal: RFP SHF2018-01/ Event #0000000468

2018-03-05

**NOTICE OF INTENT TO AWARD A CONTRACT**

The City has completed its evaluation of Bid Proposal 0000000468 title: SHF2018-01 Jail Food Service, and intends to award the contract to the bidder listed below:

**ARAMARK CORRECTIONAL SVCS LLC**

The City is providing this notification to you pursuant to the rules and regulations pertaining to the San Francisco Administrative Code, Section 21.3(i).

Protests on the intended award of this contract must be received by the Purchaser listed below no later than the close of business on Monday, March 12, 2018.

All protests must be in writing, dated, and must cite that law, rule, local ordinances, procedure or bid provision on which the protest is based.

Further information on these procedures is available on the Office of Contract Administration home page at [www.sfgov.org/oca/](http://www.sfgov.org/oca/).

The accumulated scoring summary for RFP #SHF2018-01/Event #0000000468 is listed below:

**RFP# SHF2018-01/ Event# 0000000468**  
**Jail Food Services**

**Accumulated Proposal Scoring Summary**

	<b>Max Pts</b>	<b>Aramark</b>	<b>Trinity</b>
<b>Project Approach (30 total possible points)</b>			
Thorough understanding of the purposed and scope of the project, deliverables, and the tasks to be performed, etc.	10	8.3	6.7

Provide a logical approach to fulfilling the requirements of the RFP.	10	8.0	7.3
Proposer shall include an effective transition plan to begin service within 60 days of contract start.	5	4.7	4.3
Reasonableness of work schedule and project approach.	5	4.0	3.7
<b>Assigned Project Staff (15 total possible points)</b>			
Recent experience of staff assigned to the project and a description of the tasks to be performed by each staff person.	5	4.0	3.7
Professional qualifications and education.	5	4.0	3.3
Workload, staff availability and accessibility.	5	3.3	3.3
<b>Experience of Firm (15 total possible points)</b>			
Expertise of the firm in the fields necessary to complete the tasks.	3	2.7	2.7
Quality of recently completed projects, including adherence to schedules, deadlines and budgets.	3	2.3	2.3
Experience with similar projects.	3	3.0	2.7
Results of reference checks responses.	6	3.7	4.7
<b>Average Total Points - Written Proposal</b>		48.0	44.7
<b>Round Avg to nearest tenth</b>		<b>48.0</b>	<b>45.0</b>
<b>Vendor Presentation and Interview (5 Total Points Possible)</b>	5	4.0	3.3
<b>Round Avg to nearest tenth</b>		<b>4.0</b>	<b>3.0</b>
<b>Financial Proposal (35 Total Points Possible)</b>			
Inmate Meals: 2 Hot Meals & 1 Cold Meal	8	7.3	8.0
Inmate Meals: 2 Cold Meals & 1 Hot Meal	8	7.5	8.0
Inmate Coffee during Breakfast Meal	6	6.0	0.3
SFSD Staff Meals	5	4.9	5.0
Monthly: SFSD Staff Coffee Service	4	3.1	4.0
Monthly: Garbage Service	4	2.6	4.0
<b>TOTAL - Financial Proposal (Round Avg to nearest tenth)</b>		<b>31.0</b>	<b>29.0</b>
<b>Accumulated Proposal Score (100 Points Possible)</b>	100	<b>83.0</b>	<b>77.0</b>

Sincerely,

Henry Gong

SFSD - Sr. Administrative Analyst

President, District 5  
BOARD of SUPERVISORS



City Hall  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco 94102-4689  
Tel. No. 554-7630  
Fax No. 554-7634  
TDD/TTY No. 544-5227

BDS-11, COB, Aides, B3F Clerk, GAC Clerk, Mayor's office, Dep City Atty.

London Breed

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 JUN -4 AM 9:12  
BY *SB*

**PRESIDENTIAL ACTION**

Date: 6/4/18  
To: Angela Calvillo, Clerk of the Board of Supervisors

Madam Clerk,  
Pursuant to Board Rules, I am hereby:

- Waiving 30-Day Rule (Board Rule No. 3.23)

File No. \_\_\_\_\_ (Primary Sponsor)

Title. \_\_\_\_\_

- Transferring (Board Rule No 3.3)

File No. 180440 Department \_\_\_\_\_ (Primary Sponsor)

Title. Agreement Amendment - ARAMARK Correctional Services, LLC - Jail Food Services - Not to Exceed \$19,659,606

From: Budget & Finance Sub \_\_\_\_\_ Committee

To: Government Audit & Oversight \_\_\_\_\_ Committee

- Assigning Temporary Committee Appointment (Board Rule No. 3.1)

Supervisor \_\_\_\_\_

Replacing Supervisor \_\_\_\_\_

For: \_\_\_\_\_ Meeting  
(Date) (Committee)

*London Breed*

London Breed, President  
Board of Supervisors



**Gong, Henry (SHF)**

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**From:** Gong, Henry (SHF)  
**Sent:** Friday, April 27, 2018 8:32 AM  
**To:** BOS Legislation, (BOS)  
**Cc:** Johnson, Katherine (SHF); Hollings, Crispin (SHF); Caramucci, John (SHF)  
**Subject:** Proposed Resolution to amend contract with Aramark Correctional Services  
**Attachments:** Cover Letter to BOS - 4th Amendment to Aramark Contract.pdf; Legislation Checklist.pdf; Redline Resolution - 4th Admendment to Aramark Contract.pdf; Resolution - 4th Amendment to Aramark Contract.docx; CMD Form 3 - Aramark.pdf; COI and Endorsements - Exp 10.01.2018.pdf; Prop J Certification SHF Food Service FY 17-18 SIGNED.PDF; Notice of Intent to Award - RFP SHF2018-01.pdf

CITY & COUNTY OF SAN FRANCISCO  
SHERIFF'S DEPARTMENT

BOARD OF SUPERVISOR LEGISLATION

To: BOS Legislation  
Date: April 27, 2018

RE: Attached is proposed Resolution to amend the existing contract with Aramark Correctional Services, Inc. for jail food services to extend the contract term four months to October 31, 2018.

Attachments:

1. Cover Letter
2. Legislation Received Checklist
3. Proposed Resolution
4. Fourth Amendment with Aramark
5. CMD Non-discrimination Affidavit
6. Certificate of Insurance
7. Prop-J Contracting for Food Service at County Jails
8. Notice of Intent to Award: RFP SHF2018-01

Contacts:

Kathy Gorwood, Assistant  
Sheriff 415.554.7223  
Crispin Hollings, Chief Financial Officer  
SFSD 415.554.4316  
Henry Gong, Administrative  
Analyst SFSD 415.554.7241

\*\*\*\*\*

Henry Gong  
SFSD Finance  
1 Dr. Carlton B. Goodlett Place



**OFFICE OF THE SHERIFF  
CITY AND COUNTY OF SAN FRANCISCO**

1 DR. CARLTON B. GOODLETT PLACE  
ROOM 456, CITY HALL  
SAN FRANCISCO, CALIFORNIA 94102



**VICKI L. HENNESSY  
SHERIFF**

June 6, 2018  
Reference: CFO 2018-020

Supervisor Jane Kim  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Re: Respectfully request to have legislation heard on June 20, 2018.

Dear Supervisor Kim,

Attached please find proposed legislation #180440 for review and approval by the Board of Supervisors.

The legislation authorizes the Sheriff's Department (SFSD) to enter into a Fourth Amendment to the existing contract between the City and County of San Francisco and Aramark Correctional Services, LLC (Aramark) to extend the term for four additional months from July 1, 2018 to October 31, 2018; the current contract expires on June 30, 2018.

This four-month extension will provide time for the Office of Contract Administration (OCA) and the Board of Supervisors to review and approve a new jail food contract which was awarded to Aramark in March 2018 following a competitive bid process. The SFSD, working with OCA, is now finalizing scope-of-service details on this new contract that includes the following:

1. Good Food Purchasing Program requirements
2. Enhanced hot dinner meals for inmates
3. Coffee service to inmates
4. Compliance with Chapter 27 of the San Francisco Environment Code: Antibiotic Use in Food Animals
5. Compliance with the proposed amendment to Chapter 16 of the San Francisco Environment Code: Waste Reduction Ordinance to prohibit the use or

distribution of food service ware made with plastic and with fluorinated chemicals

The legislation was introduced to the Board on May 8, 2018 and assigned to the Budget and Finance Sub-Committee. On May 17, 2018, the SFSD was informed by the Budget and Finance Sub-Committee that they will not have further meetings until July and on June 4, 2018, we received confirmation from the Board President's office that the legislation was transferred from Budget and Finance to GAO.

Budget and Legislative Analyst Monica Balanoff determined the legislation will have no fiscal impact. The SFSD respectfully requests to have legislation #180440 be heard by GAO on June 20, 2018 and that this item be considered as a committee report. The SFSD will require no more than 10 minutes to present to the Committee.

Please contact Henry Gong at (415) 554-7241 if you have any questions regarding this legislation.

Sincerely,

A handwritten signature in black ink, appearing to read "Crispin Hollings", written over the printed name.

Chief Financial Officer



**OFFICE OF THE SHERIFF  
CITY AND COUNTY OF SAN FRANCISCO**

1 DR. CARLTON B. GOODLETT PLACE  
ROOM 456, CITY HALL  
SAN FRANCISCO, CALIFORNIA 94102



**VICKI L. HENNESSY  
SHERIFF**

April 25, 2018  
Reference: CFO 2018-015

Angela Calvillo, Clerk of the Board  
Board of Supervisors  
1 Dr. Carlton B. Goodlett Place, Room 244  
San Francisco, CA 94102-4689

Re: Fourth Amendment to the existing contract with Aramark Correctional Services, LLC. for jail food services to extend the contract

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2018 APR 27 AM 8:57  
BY: [Signature]

Dear Ms. Calvillo,

Attached please find a proposed resolution for review and approval by the Board of Supervisors.

The resolution authorizes the Sheriff's Department to enter into a Fourth Amendment to the existing contract between the City and County of San Francisco and Aramark Correctional Services, LLC. to extend the term for four additional months to October 31, 2018.

The following is a list of accompanying documents:

- Proposed Resolution (1 hard copy and 1 electronic copy)
- Fourth Amendment with Aramark (1 hard copy and 1 electronic copy)
- CMD Nondiscrimination Affidavit (1 hard copy and 1 electronic copy)
- Certificate of Insurance (1 hard copy and 1 electronic copy)

- Prop-J Contracting for Food Service at County Jails – FY 2017-18 (1 hard copy and 1 electronic copy)
- Notice of Intent to Award: RFP SHF2018-01 (1 hard copy and 1 electronic copy)

Please contact Henry Gong at (415) 554-7241 if you require more information.

Sincerely,



---

Crispin Hollings  
Chief Financial Officer

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

<b>Contractor Information</b> <i>(Please print clearly.)</i>
Name of contractor: <b>Aramark Correctional Services, LLC</b>
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use <b>additional pages as necessary.</b></i>
Board of Directors: Eric J. Foss Chairman, President, and Chief Executive Officer, Aramark
Sanjeev K. Mehra Former Advisory Director and Vice Chairman, Global Private Equity, Merchant Banking Division, Goldman, Sachs & Co., Lead Director
Pierre-Olivier Beckers-Vieujant Honorary President and Chief Executive Officer, Delhaize Group
Lisa G. Bisaccia Executive Vice President and Chief Human Resources Officer, CVS Health Corporation
Richard W. Dreiling Former Chairman and Chief Executive Officer, Dollar General Corporation
Irene M. Esteves Former Chief Financial Officer, Time Warner Cable Inc.
Daniel J. Heinrich Former Chief Financial Officer, The Clorox Company
Patricia B. Morrison Executive Vice President, Customer Support Services and Chief Information Officer, Cardinal Health, Inc.
John A. Quelch Dean and Vice Provost, University of Miami School of Business Administration
Stephen I. Sadove Former Chairman and Chief Executive Officer, Saks Incorporated

Eric Foss, Chairman, President and CEO  
 Steve Bramlage, Jr., Executive Vice President and CFO  
 Marc Bruno, COO Corrections

Aramark Services, Inc. is a wholly owned subsidiary of Aramark Intermediate HoldCo Corporation ("Intermediate"). 100% of the stock of Intermediate is held by Aramark ("Aramark").  
 Aramark's Common Stock trades publicly on the New York Stock Exchange under the symbol "ARMK." Information regarding ownership of the Common Stock is disclosed periodically in filings with the United States Securities and Exchange Commission (the "SEC"), most recently in Aramark's Form S-1 Registration Statement filed with the SEC on May 29, 2014 (the "Registration Statement"). As disclosed in the Registration Statement, the following beneficially own 10% or more of the outstanding shares of Common Stock of Aramark:

Percentage Held: 17.61%  
 Warburg Pincus LLC  
 450 Lexington Avenue New York, New York 10017

Percentage Held: 17.24%  
 GS Capital Partners  
 c/o The Goldman Sachs Group 200 West Street  
 New York, New York 10282

Percentage Held: 17.24%  
 Thomas H. Lee Partners  
 100 Federal Street, 35th Floor Boston, Massachusetts 02110

Contractor address:  
 Aramark Correctional Services, LLC  
 1101 Market Street  
 Philadelphia, PA 19107

Date that contract was approved: July 30, 2013 File# 130648 (estimated approval date)	Amount of contract: \$19,659,606
--	-------------------------------------

Describe the nature of the contract that was approved:  
 Contractor to provide meal services to inmates in housed in the San Francisco County Jail and Sheriff's Department staff.

Comments:

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors

Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

**Filer Information** (Please print clearly.)

Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: ( 415 ) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

**LEGISLATION RECEIVED CHECKLIST**

Date APRIL 25, 2018 File Number (if applicable) 180440

- Legislation for Introduction (NEW) ▶▶▶ Legislative Clerk
- Legislation Pending in Committee (AMENDED) ▶▶▶ Committee Clerk
- Legislation for Board Agenda (AMENDED) ▶▶▶ Deputy Clerk

**Supervisor, Mayor, and Departmental Submittals**

**Grant Ordinance**

- Legislation:** Original, 1 hard copy, and 1 electronic copy in **Word** format
- Signature:** Department Head, Mayor or the Mayor's designee, plus the Controller
- Supporting documents:** 1 full set, and separate **pdf** copies of each in email
  - Cover letter (original)
  - Grant budget/application
  - Grant information form, including signed disability checklist
  - Letter of Intent or grant award letter from funding agency
  - Contract, Leases/Agreements (if applicable)
  - Ethics Form 126 (if applicable) in **Word** format
  - Other support documents as identified in the cover letter and legislation
- E-Copy of legislation/supporting documents: Sent to BOS.Legislation@sfgov.org**

**Ordinance**

- Legislation:** Original, 1 hard copy, and 1 electronic copy in **Word** format
- Signature:** City Attorney (For Settlement of Lawsuits - City Attorney, Department Head, Controller, Commission Secretary)
- Supporting documents:** 1 full set, and separate **pdf** copies of each in email
  - Cover letter (original)
  - Settlement Report/Agreement (for settlements)
  - Other support documents as identified in the cover letter and legislation
- E-Copy of legislation/supporting documents: Sent to BOS.Legislation@sfgov.org**

**Grant Resolution**

- Legislation:** Original, 1 hard copy, and 1 electronic copy in **Word** format
- Signature:** Department Head, Mayor or the Mayor's designee, plus the Controller
- Supporting documents:** 1 full set, and separate **pdf** copies of each in email
  - Cover letter (original)
  - Grant budget/application
  - Grant information form, including signed disability checklist
  - Letter of Intent or grant award letter from funding agency
  - Contract, Leases/Agreements (if applicable)
  - Ethics Form 126 (if applicable) in **Word** format
  - Other support documents as identified in the cover letter and legislation
- E-Copy of legislation/supporting documents: Sent to BOS.Legislation@sfgov.org**

**Resolution**

- Legislation:** Original, 1 hard copy, and 1 electronic copy in **Word** format
- Signature:** None (Note: Required for Settlement of Claims - City Attorney, Department Head, Controller, Commission Secretary)
- Supporting documents:** 1 full set, and separate **pdf** copies of each in email
  - Cover letter (original)
  - Settlement Report/Agreement (for settlements)
  - Other support documents as identified in the cover letter and legislation
- E-Copy of legislation/supporting documents: Sent to BOS.Legislation@sfgov.org**

HENRY GONG (415) 554-7241  
Name and Telephone Number

SHERIFFS DEPARTMENT  
Department